

(Rs. Three Lac Forty thousand six hundred only)

CITIZEN CREDIT CO-OPERATIVE BANK LTD
SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 403 802

भारत 13538

NON JUDICIAL गाना only
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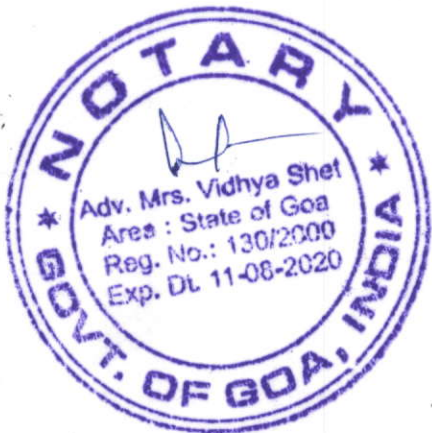
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Name of Purchaser M/s HAYAT INFRASTRUCTURE .

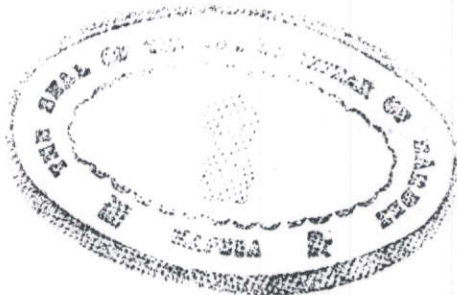
FOR CITIZEN CREDIT
CO-OP. BANK LTD.

AUTHORISED SIGNATORY



2019-BRZ-3173

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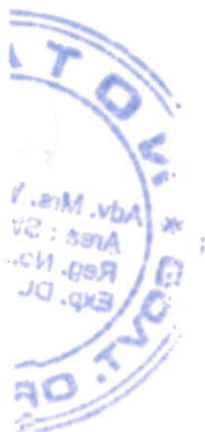
AGREEMENT FOR SALE CUM DEVELOPMENT

THIS AGREEMENT FOR SALE CUM DEVELOPMENT

is made at Mapussa, Goa on this the 26th day of September of the year 2019

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BETWEEN

MRS. SYLVIA BRIDGET LOBO alias SILVIA BRIDGET FERNANDES @ SYLVIA BRIDGETTE FERNANDES alias SILVIA BRIDGET FERNANDES, daughter of Late Damiao Luis Fernandes, wife of late Jose Sydney Lobo, aged 61 years, Housewife, married, Pan card no _____, Aadhaar Card no _____, Indian National, resident of House no 4/162 Mark Fernandes Marg, agar Vaddo, Calangute, North Goa herein referred to as **THE VENDOR CUM OWNER** which expression shall unless repugnant to the context or meaning thereof be deemed to include her respective heirs, legal representatives, administrators, executors and assigns) of **THE ONE PART**

M/S HAYAT INFRASTRUCTURE, a partnership firm formed under the Indian Partnership Act, 1932, having its registered office at shop No. 20, Karma Point Building, Vasco da Gama, Goa represented by its Partners **1. MR. MOHAMED RISWAN**, son of late Mr. Shiakh Anwar Badshah, aged 30 years, married, businessman, Indian National, Having Pan No. _____, Aadhaar Card No. _____, **2. MR. SHAIKH ABDULLA**, son of late Mr. Shaikh Anwar Badshah, aged 36 years, married, businessman, Indian National, PAN No. _____, Aadhar card No. _____ both Indian National, and resident of H.No. 46/C, Fatima Colony, Dabolim, Goa herein referred to as **THE PURCHASER CUM DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors in interests, administrators, executors and assigns) of **THE OTHER PART.**

AND

SYDNEY SYDEL LOBO daughter of late Jose Sydney Lobo, aged 34 years, unmarried, Pan Card no _____, Aadhar card no _____ resident of H.No. 1742, Mark Fernandes Marg, Agarwaddo, calangute, Bardez Goa hereinafter referred to as the **CONFIRMING PARTY** (which expression shall unless repugnant to the context or meaning

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thereof be deemed to include her successors in interests, administrators, executors and assigns) of **THE THIRD PART**

All the parties hereto are Indian Nationals.

WHEREAS there exist a property known as **AGARWADO**, total admeasuring an area of 785 sq mts situated in Calangute, within the limits of Village Panchayat of Calangute, Bardez Taluka, South Goa District, State of Goa, not described in Land Registration office of the Judicial Division of Bardez no 51609 Book B 109 with inscription no 42250 B H 45 and enrolled in the Land Revenue Records under matriz no 360 and the property is presently surveyed under survey no 360 sub division no 16 of Calangute Village and is bounded as under

North: by internal road "Mark Memorial road" separating the remaining Northern parcel of the said property

South: by property of the English School Building known as "Happy Learners"

East: by land of Mario Cornelio de Souza

West: by Public Road Calangute-Arpora

which is more particularly described in the Schedule herein below written. The property described in the Schedule shall hereinafter referred to as "**THE SAID PROPERTY.**"

AND WHEREAS the said property originally belonged to Joaquim Rosario

AND WHEREAS said Deed of Partition dated 11/5/1964 at Mapusa before the then notary Public Pinto de Menezes the estate of late Joaquim Rosario including his widow sons and daughter was partitioned, wherein the Said Property was allotted to Fernando Rosario De Souza Proenca and his wife Ninette Remedio Pinto E Proenca.

ANDWHEREAS by an Deed of Sale dated 30/7/1983 duly registered with the sub registrar of Bardez under registration no 660 at pages 356 to 361 Book I Volume 197 Fernando Rosario De Souza Proenca and his wife Ninette Remedio Pinto E Proenca sold the Said Property to the Vendor Cum Owner herein By Deed of Rectification dated 17/10/2007 duly registered with the sub registrar of Bardez no 5574 at pages



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227 to 234 Book I Volume 2351 the area of the said property described in Schedule I was rectified and the same was increased from 750 sq meters to 785 sq meters and presently the said property is admeasuring an area of 785 sq meters. Said Sylvia Fernandes e Lobo married to Jose Sydney Lobo who has expired leaving behind the Vendor i.e. Sylvia Bridget Fernandes alias Silivia Bridget Fernandes alias Sylvia Bridget Lobo as his moiety holder and one daughter namely Sydney Sydel Lobo which is Deed of Succession dated 10/9/2019 recorded before the Ex-officio notary public of Bardez at Mapussa . The VENDOR CUM OWNER along with the CONFIRMING PARTY shall also execute a Power of Attorney duly registered with the sub registrar of Bardez in favour of DEVELOPER CUM PURCHASER in respect of the Said Property except the VENDOR CUM OWNER premises described in the **Schedule II** herein below written.

AND WHEREAS the VENDOR CUM OWNER and the CONFIRMING PARTY shall in consideration of allowing to the DEVELOPER CUM PURCHASER to develop and sell the SAID PROPERTY described in the **Schedule I** herein below written in accordance with the approved drawings which shall be obtained by the DEVELOPER CUM PURCHASER in the name of the VENDOR CUM OWNER or the DEVELOPER CUM PURCHASER and the DEVELOPER CUM PURCHASER shall construct and deliver free of cost to the VENDOR CUM OWNER and the CONFIRMING PARTY **Three units of flat admeasuring an area of 94.17 sq meters (super builtup area) each respectively i.e. having carpet area of 55.62 sq meters each on the first floor i.e. flat bearing no 101, each on the second floor i.e. flat bearing no 201 and each on the third floor i.e. flat bearing no 301 respectively constructed on the property described in Schedule I herein below above written described in Schedule II herein below written** in accordance with the architectural plan and RCC drawings as approved by the relevant authorities hereinafter referred to as **THE SAID OWNER'S PREMISES** described in more details in the **Schedule II** herein below written by this joint venture Agreement **in addition to Rs 15,00,000/- (Rupees Fifteen Lakhs Only)** i.e. Rs 1,00,000/- (Rupees One Lakh Only) by Cheque bearing no 260455 dated 8/8/19 drawn on The Goa Urban Co-operative Bank Ltd , Vasco Da Gama branch to the VENDOR CUM OWNER by the



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DEVELOPER CUM PURCHASER the receipt of payment received the VENDOR CUM OWNER do hereby admit and acknowledge at the time of signing of MOU dated 20/8/2019 and the balance amount of Rs 14,00,000/-(Rupees Fourteen Lakhs Only) by cheque bearing no 260390 dated 27/9/19 drawn on The Goa Urban Co-operative Bank Ltd , Vasco Da Gama branch . The DEVELOPER CUM PURCHASER shall deliver free of cost to the OWNER'S flat described in Schedule II herein below written as per the specification mentioned in **Schedule III** .

AND WHEREAS the OWNER CUM DEVELOPER has agreed to grant the rights of the development & Sale of the SAID PROPERTY described in Schedule I herein below written to the DEVELOPER CUM PURCHASER for the above consideration and on the mutually agreed terms and conditions as set out herein below:-

NOW THEREFORE THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The VENDOR CUM OWNER and the CONFIRMING PARTY agree to grant rights of development of ALL THAT the SAID PROPERTY described in Schedule I herein below written strictly on 'as is where is' basis which is better shown delineated in red boundary line in the plan annexed hereto and more particularly described in SCHEDULE I hereunder written absolutely and forever unto and in favour of the DEVELOPER CUM PURCHASER for the consideration as appearing herein below:
2. The DEVELOPER CUM PURCHASER shall construct and deliver, free of cost, to the VENDOR CUM OWNER and CONFIRMING PARTY **Three units of flat admeasuring an area of 94.17 sq meters(super builtup area)each respectively i.e. having carpet area of 55.62 sq meters each on the first floor i.e. flat bearing no 101, each on the second floor i.e. flat bearing no 201 and each on the third floor i.e. flat bearing no 301 respectively constructed on the property described in Schedule I herein below above written described in Schedule II herein below written i.e. the SAID OWNER'S PREMISES more particularly described in the Schedule II hereinbelow**

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written as per the specification more particularly described in the **Schedule III** herein below written within a period of 36 months from the date of all the required permission are obtained either by the **VENDOR CUM OWNER** or the **DEVELOPER CUM PURCHASER** to start the construction of the building on the SAID PROPERTY described in Schedule I herein below written with a grace period of six months after the expiry of 36 months from the date all the permissions are obtained to start the construction on the SAID PLOT in addition to **Rs 15,00,000/- (Rupees Fifteen Lakhs Only)** i.e. Rs 1,00,000/- (Rupees One Lakh Only) by Cheque bearing no 260402 dated 15/8/19 drawn on The Goa Urban Co-operative Bank Ltd , Vasco Da Gama branch at the time of signing of this MOU dated 20/8/19 to the **VENDOR CUM OWNER** and the **CONFIRMING PARTY** by the **DEVELOPER CUM PURCHASER** the receipt of payment received the **VENDOR CUM OWNER** and the **CONFIRMING PARTY** do hereby admit and acknowledge and the balance amount of Rs 14,00,000/- (Rupees Fourteen Lakhs Only) by cheque bearing no 260390 dated 27/9/19 drawn on The Goa Urban Co-operative Bank Ltd , Vasco Da Gama branch the receipt of payment received the **VENDOR CUM OWNER** and the **CONFIRMING PARTY** do hereby admit and acknowledge.

3. The **DEVELOPER CUM PURCHASER** shall under normal conditions construct the SAID OWNER'S PREMISES as per the approved plan which is to be drawn and approved and the same shall be agreed by the **VENDOR CUM OWNER** and the **CONFIRMING PARTY** but subject to such variation and alteration in the said plans as deemed necessary by the **DEVELOPER CUM PURCHASER** or their architect or as may be required by the concerned authority provided that the total built up area of the SAID OWNER'S PREMISES agreed to be constructed and delivered by the **DEVELOPER CUM PURCHASER** shall not be reduced, altered or changed. The **VENDOR CUM OWNER** and the **CONFIRMING PARTY** hereby consents to all such variations and shall not be entertained to demand any compensation or deduction due to such variations subject to conveyance to the SAID OWNER'S PREMISES to the **VENDOR CUM OWNER** and the **CONFIRMING PARTY** as per the terms of this agreement.

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4. The Service tax , infrastructure tax, GST and any other taxes imposed by the Government with regards to the flats allotted to the owners, shall be borne by the VENDOR CUM OWNER and the CONFIRMING PARTY exclusively as per the notification and the rate prescribed by the concerned department from time to time
5. The VENDOR CUM OWNER and the CONFIRMING PARTY shall take possession of the said premises within 7 days on the DEVELOPER CUM PURCHASER issuing a written notice to the VENDOR CUM OWNER and the CONFIRMING PARTY that the SAID OWNER'S PREMISES is ready for use and occupation provided all amount due and payable if any by the VENDOR CUM OWNER and the CONFIRMING PARTY to the DEVELOPER CUM PURCHASER on account of the amount towards additional items if any executed as per the written direction of the VENDOR CUM OWNER and the CONFIRMING PARTY in addition to the agreed specification at the SAID OWNERS PREMISES. Subject to other terms of agreement which will be signed and executed later between the VENDOR CUM OWNER and the CONFIRMING PARTY & DEVELOPER CUM PURCHASER, the DEVELOPER CUM PURCHASER shall deliver the possession of the SAID OWNER'S PREMISES within 36 months from the date of obtaining approval of project from the relevant authorities with a further extension of six months after the expiry of 36 months from the date of all approvals obtained by DEVELOPER CUM PURCHASER in the name of VENDOR CUM OWNER and the CONFIRMING PARTY to start the project on the Said Property .

6. The DEVELOPER CUM PURCHASER shall not incur any liability if they are unable to deliver the SAID OWNER'S PREMISES by the date aforesaid by reason for all or any of the following.

- i) By the reason of war, civil commotion or any act of God or of the state.
- ii) By the reason of delay in releasing water and electricity connection by the concerned department after obtaining Occupancy certificate.

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7. In case for the reasons other than mentioned herein above, the DEVELOPER CUM PURCHASER fails to handover the possessions of the flats to the VENDOR CUM OWNER and the CONFIRMING PARTY within 36 months from the date of getting approvals from concerned authorities, the DEVELOPER CUM PURCHASER shall be liable to pay Rs 1,00,000/- a consolidated sum as compensation to the VENDOR CUM OWNER upto delay of six months and after six months the DEVELOPER CUM PURCHASER shall pay to the VENDOR CUM OWNER and the CONFIRMING PARTY Rs 1,50,000/- a consolidated sum as compensation till the time possession of the said flat described in Schedule II are handed over to the VENDOR CUM OWNER.
8. The DEVELOPER CUM PURCHASER shall be at liberty to sell, assign transfer or otherwise deal with their right, title and interest in the said Plot, flats or any part thereof provided it does not in any way affect or cause any prejudice to the right of the VENDOR CUM OWNER and the CONFIRMING PARTY in respect of the SAID OWNER'S PREMISES delivered to them which are more particularly described in the Schedule II herein below written.
9. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the SAID OWNER'S PREMISES agreed to be delivered or of the said property or any part thereof.
10. The VEDNOR CUM OWNER and the CONFIRMING PARTY hereby grant express permission to the DEVELOPER CUM PURCHASER to commence pre-development activity in the SAID PROPERTY described in schedule I as a whole comprising of surveys, boundary perfection, layout of internal roads, amalgamation, sub-division, permission, license etc. from the concerned authorities without any objection of any nature whatsoever from the VENDOR CUM OWNER and the CONFIRMING PARTY .



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11. The DEVELOPER CUM PURCHASER is free to enter into an Agreement of sale/Deed of Sale of flats/units/premises constructed in the SAID PROPERTY described in schedule I with the prospective purchasers/buyers of units/premises. The VENDOR CUM OWNER and the CONFIRMING PARTY will reserve the right to sell the said flats which are allotted as per the above consideration to them by the DEVELOPER CUM PURCHASER described in schedule II.
12. The VENDOR CUM OWNER and the CONFIRMING PARTY hereby expressly permits the DEVELOPER CUM PURCHASER to undertake, develop and construct units/premises in the SAID PROPERTY described in schedule I at the entire risk, cost, responsibility, liability and expense of the DEVELOPER CUM PURCHASER and further has no objection for the DEVELOPER CUM PURCHASER to agree to sell such constructions/units with proportionate land rights thereto to such purchasers/buyers (except the SAID OWNER'S PREMISES) and the VENDOR CUM OWNER and the CONFIRMING PARTY shall not in any way interfere or obstruct or hinder the construction and right of the DEVELOPER CUM PURCHASER to agree to sell of the units therein or any part of the development/building therein.
13. The VENDOR CUM OWNER and the CONFIRMING PARTY shall and will from time to time and at all times hereafter at the request of the DEVELOPER CUM PURCHASER shall sign, execute and deliver all such further and other lawful and reasonable acts, deeds, things, matters and assurances in law whatsoever for further and more perfectly and absolutely granting and assuring of the OWNERS right, title, interest in the SAID PROPERTY described in Schedule I unto and in favour of the DEVELOPER subject to the DEVELOPER CUM PURCHASER fulfilling the terms as to the handing over of the SAID PREMISES.
14. At any time of signing of this Agreement, the VENDOR CUM OWNER and the CONFIRMING PARTY shall make, sign and execute such applications, petitions, documents, letters and declarations as are required by the DEVELOPER



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-CUM PURCHASER and hereby authorize, empower the DEVELOPER CUM PURCHASER to sign on behalf of and to represent the VENDOR CUM OWNER and the CONFIRMING PARTY for the purpose of signing, executing and submitting all applications, drawings, plans and all such other documents that may be necessary to be signed or executed before for the concerned authorities for the purpose of constructions, development including obtaining and renewing permissions, licenses of constructions, NOC's and statutory approvals and certificates from the concerned authorities such as Municipal Council, Planning & Development Authority, Health Office, Dy. Collector or Addll. Collector, Village Panchayat, Fire Services, Departments of Electricity and Public Works and other authority etc. of the SAID PROPERTY described in schedule I but however the entire cost and expenses of all such applications, documents, petitions and declarations and building plans, licenses, architect, Engineer's fees shall be borne and paid exclusively by the DEVELOPER CUM PURCHASER without any cost, risk, liability and/or obligation towards the VENDOR CUM OWNER and the CONFIRMING PARTY .

15. The VENDOR CUM OWNER and the CONFIRMING PARTY shall fully co-operate with the DEVELOPER CUM PURCHASER to obtain necessary water, sewage and electricity connections as also occupancy/completion certificate of the construction/development undertaken in the SAID PROPERTY described in schedule I.

16. a) The VENDOR CUM OWNER and the CONFIRMING PARTY shall co-operate with the DEVELOPER CUM PURCHASER and the other premises holder/purchasers/buyers of units in the SAID PROPERTY **described in schedule I** in forming a Co-operative Society or maintenance society, Limited Company. Association of persons or such other entity for owning and/or maintaining the SAID PROPERTY **described in schedule I** and/or constructions made therein.



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b) It shall be entirely at the discretion of the **DEVELOPER CUM PURCHASER** to decide whether to form a Co-operative Society or maintenance society, a Limited Company, Association of Persons or any other entity (hereinafter referred to as the 'ENTITY') and upon such formation by the **DEVELOPER CUM PURCHASER**, the **VENDOR CUM OWNER** and the **CONFIRMING PARTY** (along with other owners/purchasers of Premises/structures in the aforesaid project in the SAID PROPERTY described in schedule I shall sign all forms, application, deeds and other documents as may be required for the formation of the ENTITY and for the conveyance of the SAID PROPERTY described in schedule I unto such ENTITY, as the case may be but however it has been expressly agreed between the parties that the **VENDOR CUM OWNER** and the **CONFIRMING PARTY** shall not be liable nor shall contribute any sum for any cost, charges, expenses including stamp duty, formation, registration fee, advocate's fee etc. which is directly or indirectly related or connected with such preparation, execution and registration of such conveyance of the SAID PROPERTY unto such ENTITY (except the obligation of the **VENDOR CUM OWNER** and the **CONFIRMING PARTY** to contribute for monthly maintenance after completion of such conveyance) as the **VENDOR CUM OWNER** and the **CONFIRMING PARTY** otherwise are the owners of the SAID PLOT described in schedule I.

c) The **VENDOR CUM OWNER** and the **CONFIRMING PARTY** and the persons to whom the SAID OWNER'S PREMISES are let, sublet, transferred, assigned or given possession of by the **VENDOR CUM OWNER** and the **CONFIRMING PARTY** after delivering possession by the **DEVELOPER CUM PURCHASER** shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by such ENTITY from time to time and shall also governed by the laws which may be applicable to the ENTITY.



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d) The VENDOR CUM OWNER and the CONFIRMING PARTY hereby agree/s and undertake/s to be a member of such ENTITY to be formed and also from time to time to sign and execute all applications for registration and for membership and other documents for the purpose necessary, for the formation and the registration of such ENTITY except with the restriction under sub-clause (b) above.

e) Till such ENTITY as referred hereinabove is formed, the VENDOR CUM OWNER and the CONFIRMING PARTY shall only be bound to pay to the DEVELOPER CUM PURCHASER at such period and intervals all sums and/or charges for the purpose of monthly maintenance, management etc. of the various infrastructure including water supply, common lighting, common amenities etc. after handing over the possession of the SAID PREMISES to the VENDOR CUM OWNER and the CONFIRMING PARTY.

g) In the event such ENTITY cannot be formed for any reason or the conveyance cannot be executed in the name of such ENTITY the decision of the Developer in this regard being final, the VENDOR CUM OWNER and the CONFIRMING PARTY shall retain as owner the proportionate undivided right, title, interest in PROPERTY corresponding to the SAID PREMISES unto themselves and convey the balance area to the various prospective purchasers being the undivided share in proportion to the built up area of each of the units all at the cost of the prospective purchaser. In case the VENDOR CUM OWNER and the CONFIRMING PARTY intend to sell the premises allotted to them more particularly described in the schedule II herein below written, THE DEVELOPER CUM PURCHASER shall sign all necessary papers, documents, agreement or deed to convey the SAID OWNERS PREMISES in favour of the prospective purchasers. After completion of the entire project and getting occupancy certificate from concerned authorities, THE VENDOR CUM OWNER and the CONFIRMING PARTY do not wish to sell the SAID OWNERS PREMISES allotted to them described in the



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schedule II herein below written, the DEVELOPER CUM PURCHASER shall sign and execute an Deed of Handing over of Possession of the SAID OWNERS PREMISES in favour of the VENDOR CUM OWNER and the CONFIRMING PARTY at the cost of the VENDOR CUM OWNER and the CONFIRMING PARTY.

17. In case the VENDOR CUM OWNER and the CONFIRMING PARTY require or desire any change, modification, alteration, addition, substitution or replacement in the specification/amenities of the SAID PREMISES reserved for them, the DEVELOPER CUM PURCHASER may carry out such works provided that the additional expenditure incurred by the DEVELOPER CUM PURCHASER shall be paid by the VENDOR CUM OWNER to the DEVELOPER CUM PURCHASER as per the market rate.

18. Within 30 days of the DEVELOPER CUM PURCHASER offering possession of the SAID PREMISES, the OWNERS shall take possession thereof after inspecting the same and no claim shall be entertained from the VENDOR CUM OWNER and the CONFIRMING PARTY thereafter.

19. The DEVELOPER CUM PURCHASER hereby indemnify and keep the VENDOR CUM OWNER and the CONFIRMING PARTY indemnified of and/or against ALL THAT claims, liability, loss, damage, obligations, cost, expenses etc. in respect of any injury or accident to artisan/workman or any other persons in/upon the SAID PROPERTY described in schedule I whether in employment or not, as under no circumstances this agreement shall constitute of any such relationship so as to constitute any such liability or obligation towards the VENDOR CUM OWNER and the CONFIRMING PARTY. It has been specifically and expressly agreed herein that the development rights of the SAID PROPERTY described in schedule I unto the DEVELOPER CUM PURCHASER strictly has been granted on 'as is where is' basis without any further obligation, liability, responsibility of the VENDOR CUM OWNER and the CONFIRMING PARTY in any



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manner whatsoever and it shall be the entire duty, liability, obligation and responsibility of the DEVELOPER CUM PURCHASER at his own cost, risk and expense to undertake such development and/or construction thereon.

20. The DEVELOPER CUM PURCHASER shall be free to sell any or all the units/premises to be constructed other than the SAID OWNER'S PREMISES in the SAID PROPERTY described in Schedule I to any person/s or party/parties of the DEVELOPER'S CUM PURCHASER'S own choice and upon such terms and conditions as the DEVELOPER CUM PURCHASER deems fit, at their entire discretion and to appropriate the sale proceeds entirely for themselves except the SAID OWNER'S PREMISES and accordingly the VENDOR CUM OWNER and the CONFIRMING PARTY hereby authorize, empower and shall have no objection whatsoever for the DEVELOPER CUM PURCHASER to enter into any type of agreement/s with person or persons of his own choice for the sale or disposal of such constructed units thereon or the undivided share in the SAID PROPERTY described in schedule I without any reference to the OWNERS and further the VENDOR CUM OWNER and the CONFIRMING PARTY agree to join to such agreement/s with the prospective purchaser/buyer of the units/undivided share in the SAID PROPERTY described in Schedule I without any obligation, liability, cost or charges thereto.
21. All notices to be served on the DEVELOPER CUM PURCHASER and the VENDOR CUM OWNER and the CONFIRMING PARTY shall be deemed to have been duly served if sent at their respective addresses mentioned above by Registered Post A.D. and the parties shall intimate the changes, if any of the respective parties to the other.
22. If at any time if there is any beneficial change in Floor Area Ratio (F.A.R) in the SAID PROPERTY described in Schedule I then such increase in F.A.R will accrue to the benefit of the DEVELOPER CUM PURCHASER only.

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23. In Case of any litigation or dispute arising out of breach of any rules and law, while construction, the DEVELOPER CUM PURCHASER shall be responsible for the same and the DEVELOPER CUM PURCHASER shall be liable to defend the same at his expenses and shall indemnify and keep indemnified the VENDOR CUM OWNER and the CONFIRMING PARTY about the same.

24. In case of litigation or dispute arising out of title or any claim of whatsoever nature in the SAID PROPERTY described in schedule I herein below written, VENDOR CUM OWNER the CONFIRMING PARTY shall be responsible for the same and the VENDOR CUM OWNER the CONFIRMING PARTY shall be liable to defend the same at his expenses and shall indemnify and keep indemnified the DEVELOPER CUM PURCHASER about the same.

25. The development rights herein granted by the VENDOR CUM OWNER and the CONFIRMING PARTY to the DEVELOPER CUM PURCHASER shall be irrevocable as long as the DEVELOPER CUM PURCHASER fulfills their entire obligation under the terms of this agreement .

26. The common facilities provided in the project will be allowed to be used and maintained by the VENDOR CUM OWNER and the CONFIRMING PARTY or their representative of the SAID OWNER'S PREMISES along with the other Purchasers of the total complex.

27. The VENDOR CUM OWNER and the CONFIRMING PARTY shall be liable to pay stamp duty and registration fee in respect of their premises described in the Schedule II hereinbelow written once the building is ready for occupation which will be intimated to VENDOR CUM OWNER and the CONFIRMING PARTY by the



DEVELOPER CUM PURCHASER with copy of Occupancy Certificate of the building constructed in the property described in Schedule I hereinbelow written and at the time of Signing of Deed of Handing Over Owners Premises .

28. For the purpose of stamp duty this agreement is valued at Rs 85,15,000/- accordingly stamp duty of Rs 3,406,000/- is paid herewith and registration fee of Rs 2,55,450/- is also paid.

SCHEDULE -I

ALL That property known as **AGARWADO**, total admeasuring an area of 785 sq mts situated in Calangute, within the limits of Village Panchayat of Calangute, Bardez Taluka, South Goa District, State of Goa, not described in Land Registration office of the Judicial Division of Bardez no 51609 Book B 109 with inscription no 42250 B H 45 and enrolled in the Land Revenue Records under matriz no 360 and the property is presently surveyed under survey no 360 sub division no 16 of Calangute Village and is bounded as under

North: by internal road "Mark Memorial road" separating the remaining Northern parcel of the said property

South: by property of the English School Building known as "Happy Learners"

East: by land of Mario Cornelio de Souza

West: by Public Road Calangute-Arpora

SCHEDULE II(Owners Premises)

Three units of flat admeasuring an area of 94.17 sq meters(super builtup area)each respectively i.e. having carpet area of 55.62 sq meters each on the first floor i.e. flat bearing no 101, each on the second floor i.e. flat bearing no 201 and each on the third floor i.e. flat bearing no 301 respectively constructed on the property described in Schedule I herein below above written



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SCHEDULE III

DEVELOPERS BUILDING SPECIFICATION AND AMENITIES

1. STRUCTURE: The proposed building consist of a reinforced cement concrete structure. The masonry in superstructure shall be 23cm laterite in cement mortar 1:5
2. PLASTER: The internal plaster shall be in one coat of cement mortar 1:4 and shall be finished with neeru. The external plaster in two coat of cement mortar 1:5 and 1:3 respectively.
3. FLOORING. The flooring for bedroom, kitchen and hall shall be of vetrified tiles. The toilets and WC walls shall have light colored ceramic/glazed tiles up to 2mtrs height and floor of toilet and WC shall also be of ceramic tiles.
4. RCC LOFT: in kitchen and one bedroom shall be provided.
5. KITCHEN . the kitchen shall be provided with granite platform supported on kadappa supports with single bowl steel sink and ceramic tiles up to a height of 60 cm shall be provided over the platform.
6. WINDOWS: windows shall be of grills and balcony shall be of laterite masonry and RCC/ MS Railing.
7. STAIRCASE: staircase shall be of hand railing MS Steel.
8. DOORS: Main door to the flat leaving area shall be of teak wood and finished in French polish. All door frames of bedroom and balconies shall be of sal wood or equivalent 4 X 2 ½ size bedrooms and balcony shutter shall be of 30mm thick good quality flush door painted



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with white oil paint. Bathroom door shall be of FRP. The windows of the building flat shall be alluminium sliding shutter with powder coating and 4 mm clear glass. Ventilators in toilet/WC shall be of alluminium frame and movable glass louvers.

9. ELECTRICAL single phase concealed wiring with standard switches shall be provided.

10. WATER SUPPLY : water shall be supplied to every FLAT through a common overhead tank shall service all the flats . There shall be an underground sump and one electrical pump to be maintained by the society.

11. PAINTING : the external walls of building shall have two coats of snowcem or equivalent waterproof cement paint and internal walls shall be finished with one coat primar and lambi work. And painting of walls and ceiling shall be in light colour Acryline Distemper applied in two coats.

IN WINTNESS WHEREOF the parties have executed this Agreement on the day, month and year hereinabove first mentioned

....19/-

Sobho.

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SIGNED AND DELIVERED

By within named THE VENDOR CUM OWNER
MRS. SYLVIA BRIDGET LOBO @ SYLVIA FERNANDES
@ SYLVIA FERNANDES E LOBO @ SILVIA BRIDGET
FERNANDES

S. Lobo

(Signature)



...20/-

S. Lobo



20

SIGNED AND DELIVERED
By within named THE PURCHASER
M/S HAYAT INFRASTRUCTURE
Represented by its Partners
MR. MOHAMED RISWAN



(Signature)



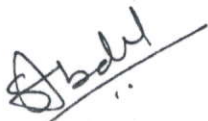
...21/-

SSobo *SA* *SA* *SA*



21

2. MR. SHAIKH ABDULLA



(Signature)



...22/-

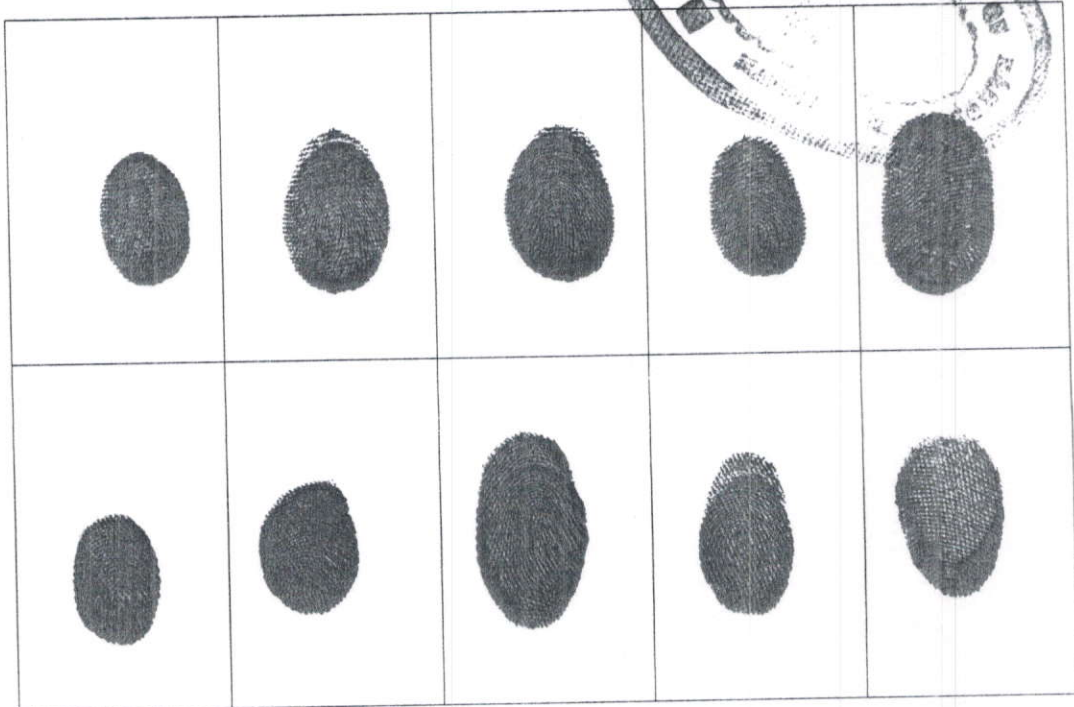


22



SIGNED AND DELIVERED
By within named THE CONFIRMING PARTY
SYDNEY SYDEL LOBO




(Signature)

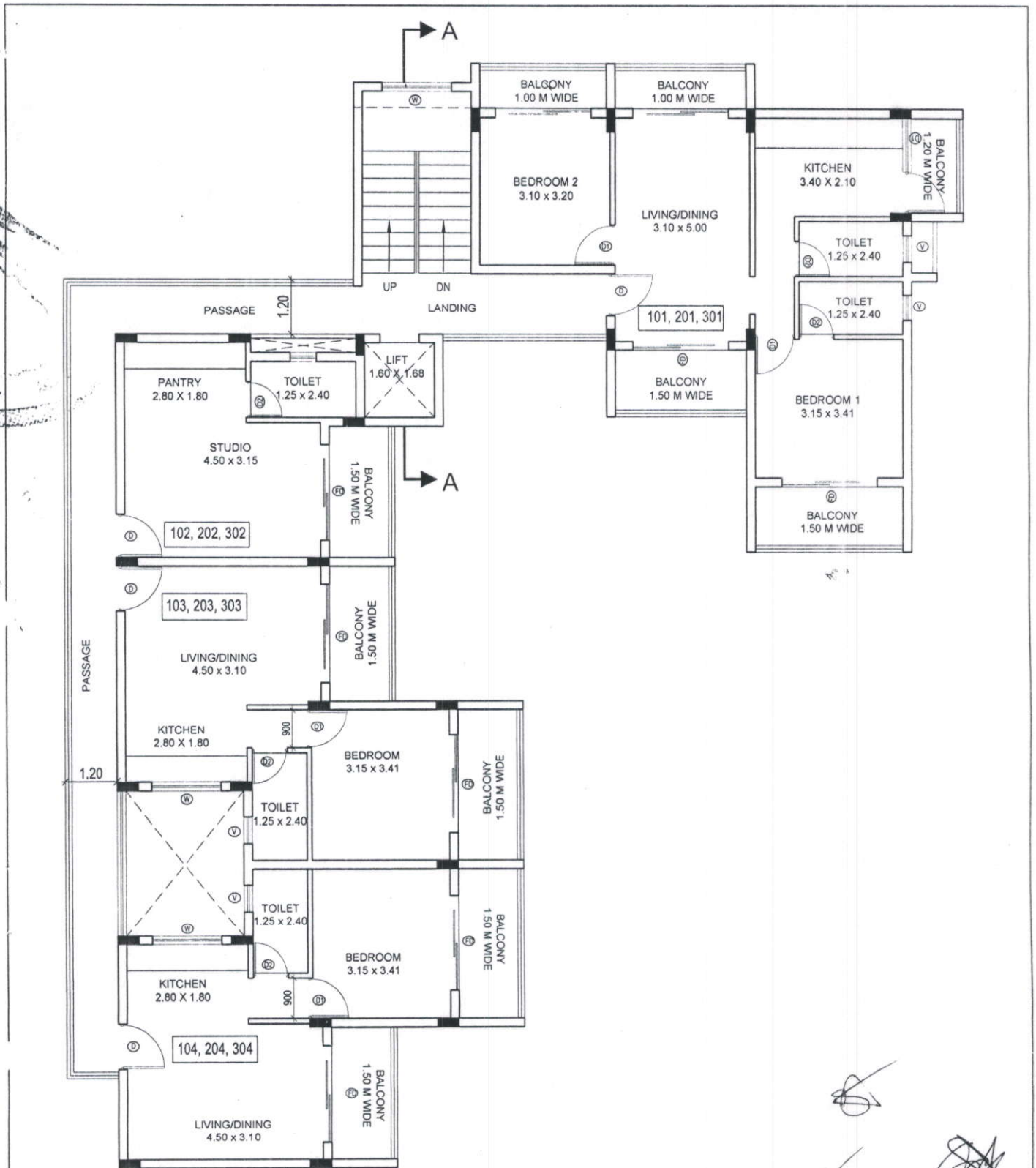


Witnesses:-

1. Amey Shetye 
2. Ashutosh Kumar Malp 

SSobo 





TYPICAL 1ST, 2ND, 3RD FLOOR PLAN

Handwritten signatures and initials:
 S.S. Khandeparkar
 S.K.



REMARKS:-	REVISION:-	CLIENT:- M/S HAYAT INFRASTRUCTURE	DWG TYPE:- PRELIMINARY DWG .	ARCHITECT:-
		PROJECT:- PROPOSED RESIDENTIAL BUILDING AT SR NO 380 SUB NO 16-B OF CALANGUTE VILLAGE OF BARDEZ TALUKA .	TITLE:-	SAHISH S. KHANDEPARKAR
		NOTES:- 1. ALL DIMENSIONS ARE IN MM 2. ALL DIMENSIONS ARE TO READ ONLY 3. DRAWING NOT TO BE SCALED	DATE:- 13/09/2019	ARCHITECT, INTERIOR DESIGNER
			DWG NO:- 02	X-S, A-1, 4TH FLOOR, JAIRAM COMPLEX
			JOB NO:-	RUA DE OUREM, PANAJI-GOIA
			SCALE:-	M - 9823171331 PH- (0832)3252917
			DRN. BY:- Y.C	e mail- archak@rediffmail.com
			CHK. BY:- S . K	



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Bardez

Print Date & Time : - 30-Sep-2019 12:09:07 pm

Document Serial Number :- 2019-BRZ-3173

Presented at 11:09:11 am on 30-Sep-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	247000
2	Registration Fee	255450
3	Processing Fee	390
Total		502840

Stamp Duty Required :247000

Stamp Duty Paid : 247000

Presenter

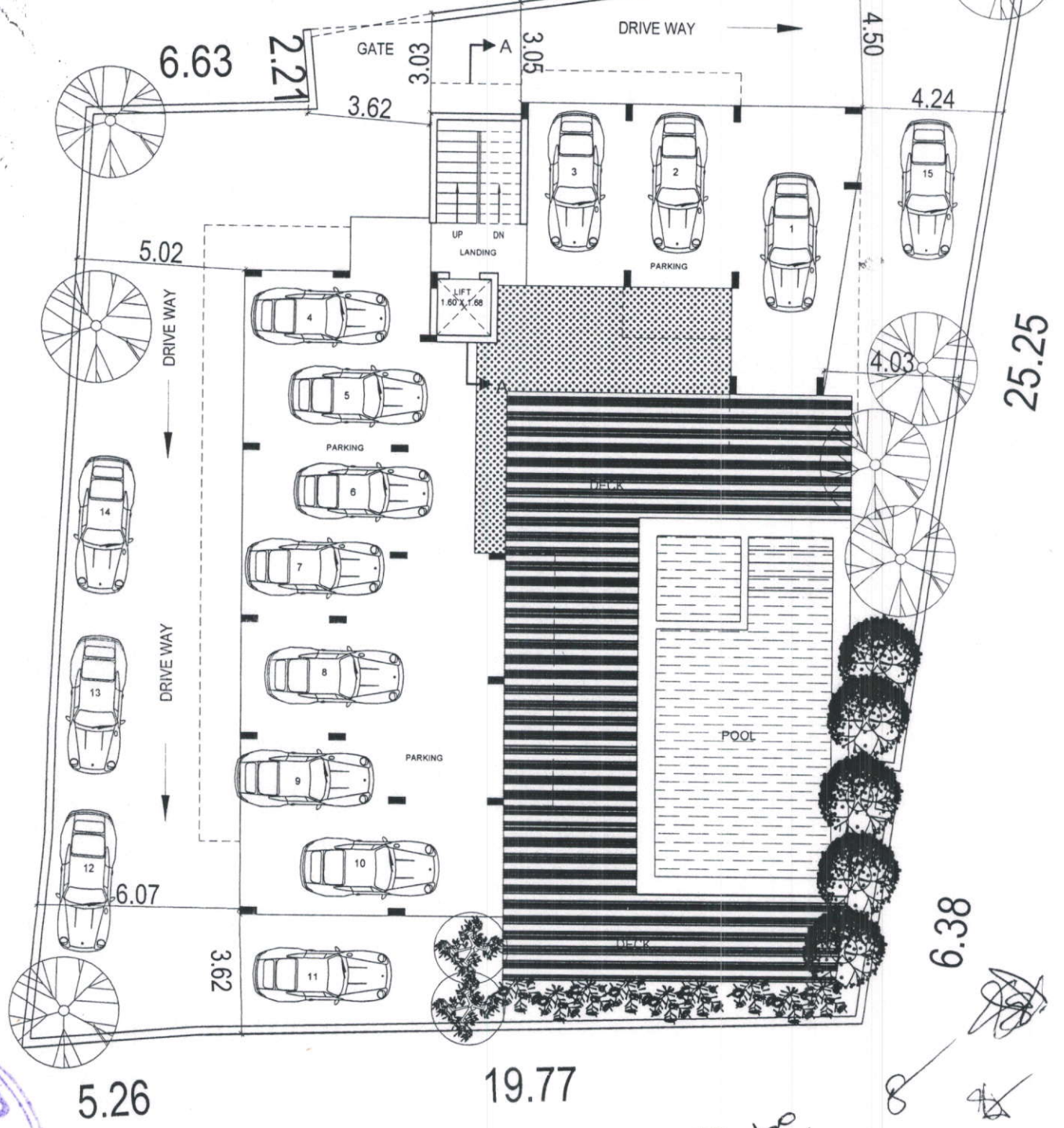
Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p>Mohamed Riswan ,S/o - D/o Shaikh Anwar Badshah Age: 30, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - shop No. 20 karma point building Vasco da Gama Goa, Address2 - Vasco, PAN No.:</p>			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p>Silvia Bridget Fernandes Alias Sylvia Bridget Lobo Alias Sylvia Bridgette Fernandes ,S/o - D/o Damiao Luis Fernandes Age: 61, Marital Status: Married ,Gender:Female,Occupation: Other, Address1 - Calangute, Address2 - , PAN No.:</p>			
2	<p>Sydney Sydel Lobo ,S/o - D/o Jose Sydney Lobo Age: 34, Marital Status: Spinster ,Gender:Female,Occupation: Service, Address1 - Calangute. Address2 - , PAN No.:</p>			



6.00 M ROAD
21.90



Sobo



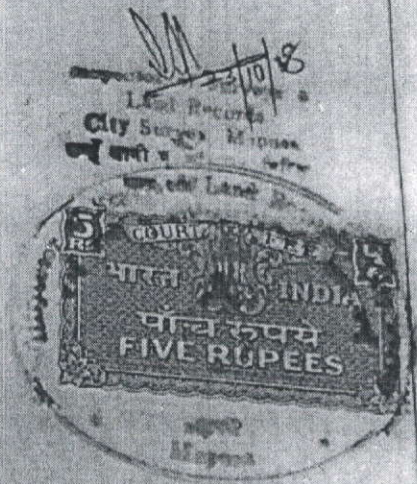
REVISION	CLIENT:- M/S HAYAT INFRASTRUCTURE	DWG TYPE:- PRELIMINARY DWG.	ARCHITECT:
REMARKS	PROJECT:- PROPOSED RESIDENTIAL BUILDING AT SR NO 360 SUB NO 16-B OF CALANGUTE VILLAGE OF BARDEZ TALUKA .	TITLE:-	SAHISH S. KHANDEPARKAR
	NOTES:- 1. ALL DIMENSIONS ARE IN MM 2. ALL DIMENSIONS ARE TO READ ONLY 3. DRAWING NOT TO BE SCALED	DATE:- 13/09/2019	ARCHITECT, INTERIOR DESIGNER
		DWG NO:- 01	X-5, A-1, 4TH FLOOR, JAIRAM COMPLEX
		JOB NO:-	RUA DE OUREM, PANAJI-GOIA
		DRN. BY:- Y.C	M - 9823171331 PH- (0832)3252917
		CHK. BY:- S. K	e mail- archsk@rediffmail.com



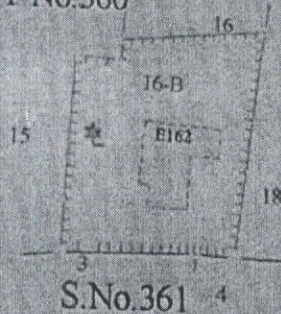
GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 MAPUSA - GOA



Plan showing plots situated at
 Village Calngute of Bardez Taluka
 S.No./Sub Div No. 360 / 16-B
 Scale 1:1000



SURVEY No.360



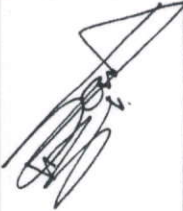





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 Mrunal G. Parab
 On 23-10-2008

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 Compared by *Wadaji*
 C.A. Wadji
 23-10-2008









Goa
 2000
 2020

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	<p>Mohamed Riswan ,S/o - D/o Shaikh Anwar Badshah Age: 30, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - shop No. 20 karma point building Vasco da Gama Goa, Address2 - Vasco, PAN No.:</p>			
4	<p>Shaikh Abdulla ,S/o - D/o Shaikh Anwar Badshah Age: 36, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Shop no 20 Karma point Building Vasco Da Gama, Address2 - Vasco Da Gama, Goa, PAN No.:</p>			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, Confirming Party,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p>Prakash Mallappa Manotgi, 31 , ,9764899777 , ,Service , Marital status : Married 403801 Dabolim, Mormugao, SouthGoa, Goa</p>			
2	<p>Ameye Anand Shetye, 38 , ,9822381919 , ,Advocate , Marital status : Unmarried 403802 Vasco Da Gama, Mormugao, SouthGoa, Goa</p>			

Amilw/Am
Sub Registrar

SUB-REGISTRAR
PART



Document Serial No:-2019-BRZ-3173

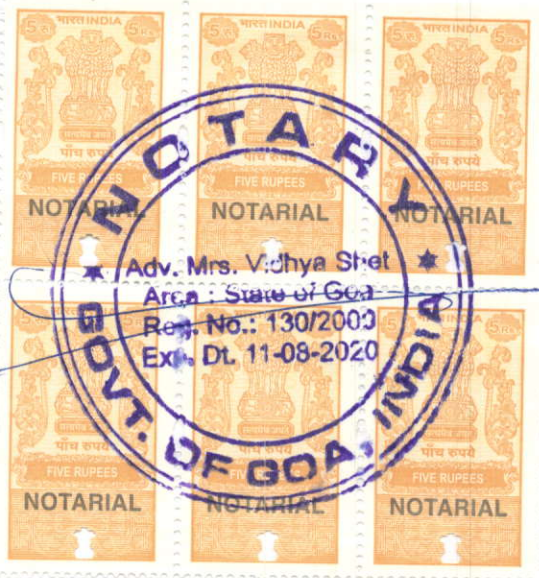
CERTIFIED TRUE COPY OF ORIGINAL

Book :- 1 Document
Registration Number :- **BRZ-1-3119-2019**
Date : 30-Sep-2019

Hamlurk

Sub Registrar(Office of the ~~Sub~~ Registrar-cum-Sub Registrar, Bardez)

Sub-REGISTRAR
BARDEZ



Vk

Adv (Mrs.) VIDHYA A. SHET
NOTARY
STATE OF GOA
47 GROUND FLOOR, APNA BAZZAR,
VASCO-DA-GAMA, GOA-403802
PH.: 0832-2514130

Date: 19/06/2020
Reg. Nu.: 8320/2020



Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Bardez
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time:- 30-Sep-2019 12:20:31

Date of Receipt: 30-Sep-2019

Receipt No : 2019-20/9/2231

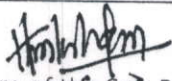
Serial No. of the Document : 2019-BRZ-3173

Nature of, Document : **Agreement or its records or Memorandum of Agreement - 5**

Received the following amounts from **Mohamed Riswan** for Registration of above Document in Book-1 for the year 2019

Registration Fee	255450	E-Challan	• Challan Number : 201901097243 • CIN Number : CPV0631606	100000
		E-Challan	• Challan Number : 201901097201 • CIN Number : CPV0555990	155450
Processing Fee	390	E-Challan	• Challan Number : 201901097201 • CIN Number : CPV0555990	390
Total Paid	255840 (Rupees Two Lakh Fifty Five Thousands Eight Hundred And Forty only)			

Probable date of issue of Registered Document: / /


Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL
Please handover the Registered Document to the person named below

Name of the Person Authorized : Amy Shetye .



Specimen Signature of the Person Authorized

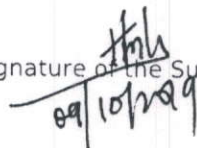
TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **30-Sep-2019**

Signature of the person receiving the Document



Signature of the Presenter


Signature of the Sub-Registrar