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SECRET

Rs. 1000



STREET - 2775 10TH AVE S.W.

This Agreement is executed in duplicate on this 15th day of August
Two Thousand and Sixteen.

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BETWEEN

1. SHRI. FELIX VINCENT TEMUDO, S/o. Carlito Nazareth Temudo, age 46 years, married, service, holding a PAN Card bearing No. _____ Indian Origin holding an OCI Card bearing No. A 2057788 and his wife;

2. MRS. ANASTASIA SILVIA TEMUDO, W/o. Felix Vincent Temudo, age 42 years, married, housewife, Both r/o. H. No. E-552, Kacumodi, Quepem Goa, holding a PAN Card bearing No. _____, Indian National, hereinafter referred to as "**OWNERS**" (which expression unless exclusion by or repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, assignees) of the **ONE PART**.



AND

SHRI. SHAIKH NAWAZ, S/o. Shaikh A. Mutalib, age 40 years, married, Businessman, Indian National, r/o. H. No. 1242, Shaikh Villa, Cariamoddi, Pontemol, Curchorem, Quepem Goa, holding a PAN Card bearing No. _____, hereinafter referred to as the "**DEVELOPER**", (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, assignees) of the **OTHER PART**.

The Owner No. 1 herein namely; **Mr. Felix Vincent Temudo** is dully represented by his wife namely; **MRS. ANASTASIA SILVIA TEMUDO** by virtue of Power of Attorney dated 27/02/2017 executed before the Notary Smt. Cristina C. Dias, Margao under Registration No. 769/17.

WHEREAS there exists a landed property that is half of the property known as "**CANCONA MORDI**", situated in village Xeldem, Quepem Taluka, District of South Goa, State of Goa, , within the limit of village Panchayat of Xeldem, described in the Land registration office of Quepem, under No. 5920, at pages 207 of Book No. B/5 old, however not enrolled in the Taluka, revenue office of Quepem under any Matriz number, but surveyed under survey no. 76/6 of village Xeldem.

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AND WHEREAS, the ancestors of the First party Smt. Romana Azavedo purchased from one Caetano Leitao and his wife a lot no. 5 admeasuring an area 5900 sq. mts by virtue of Deed of Sale dated 23-1-1947 dully registered in the office of Commarca of Quepem at Cusmona . This Plot No. 5 is hereinafter referred as the SAID PROPERTY.



AND WHEREAS the said property was devolved upon by the father of the first party by way of Succession after the demise of Shri. Vincent Cleto Marcelino Temudo and his wife Smt. Romana Azavedo being his parents.

AND WHEREAS by virtue of deed of Partitjon and Allotment 24/8/2006 executed in the office of Sub Registrar of Quepem under registration no. 558, at pages 473 to 500, Book No. I, Vol. No. 399 dated 6/9/2006, Mr. Felix Vincent Temudo and his wife Smt. Anastasia Silvia Temudo became the owners of the **Plot No.2** admeasuring an area 3468 sq. mts. along with the house and the well which is existing in the said plot surveyed under survey no. 76/6-A of village Xeldem.

WHEREAS the owners are desirous of developing part of the said plot no. 2 forming an area 1468 sq. mts. by handing over the possession of the said area to the Developer/ builder. The part of the area of Plot No. 2 which the First Parties agreed to give for possession to the Developer for development purpose is 1468 sq. mts. of survey No. 76/6-A of village Xeldem and is bounded on the East by property bearing survey No. 76/6 & remaining part of the property bearing survey no. 76/6-A; on the West by property bearing survey no. 77/1; on the North by property bearing survey no. 77/5 and on the South by property bearing survey no. 77/7. This Part of the Plot is hereinafter referred as the "**SAID PLOT**" and is marked on the plan in red colour ink which is annexed to this Agreement.

WHEREAS the Developer who is in the construction line and who constructs buildings and sells the premises thereon to the respective purchasers, approached to the first parties and expressed his desire to construct buildings on the said plot of which the request was agreed by the Owners.

A. S. Temudo

[Signature]

UNDER:-

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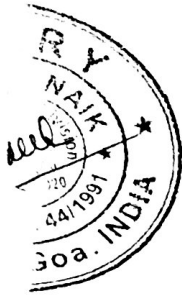
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[Handwritten signatures and marks]



9. The entire cost and expenses and charges that shall be incurred for the construction of the said Buildings or for the Development of the plot including Fees for the approval of Plans, fees and charges to be paid to the concerned authorities, Architectural fees and Engineer Fees, Electricity, water and all other charges, stamp duties, registration and other incidental charges shall be borne and paid by the Developer.

10. The Developer shall be free to enter into Agreement with the prospective buyers in respect of the construction and/or selling of the flats and other premises in the said buildings. However the Developer shall not sell or dispose off or enter into any kind of Agreement for sale of the said premises reserved for the Owners/ First Party herein.

11. The Developer shall be at liberty to accept any amount of money as earnest money or part of payment of the price of the said flats, or block of the said proposed buildings from the prospective Purchaser. The Developer shall be solely responsible or answerable or liable to such prospective Purchaser or any persons from whom he shall take money or amount in that behalf. The Owners/ First Party shall not be responsible or answerable or liable in whatsoever manner to such prospective purchaser or other persons. The Developer shall expressly state this condition to such prospective Purchaser. Any Agreement or contract made by the Developer shall not be binding on the Owners/ First Party.

12. The Developer shall have no right to do any additional construction in the space falling outside the building to be constructed by the Developer as per the approved plan and same vests in the Owners/ First Party.

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13. That the occupancy certificate for the entire buildings shall be obtained by the Developer at his own cost before handing over the possession.

14. The Owners/ First Party shall execute Power of Attorney in favour of Developer with which the developer can sign all the applications, declarations and plan required for getting approved the plan and to enable the developer to sell the remaining flats of the said building except the flats which are kept reserved for Owners/ First Party herein.

15. The Developer and/or the persons to whom the developer will sell the flats shall not be entitled for partition of his interest in the space covered by the buildings and or the space outside the buildings since his interest will be impartible.

16. The Owners/ First Party hereby agrees that the first party shall have no claim of whatsoever nature on any flats of the said buildings except in respect of the said flats earmarked to the first parties in exchange of the share of the Owners/ First Party in the area covered by the said buildings. All open spaces, lobbies, staircases, terrace etc. shall remain in joint custody of the parties hereto until the land covered by the said buildings is transferred to a co-operative housing society or legal entity of the owners of the flat is formed and first parties shall be a member of the same only for the maintenance purpose.

17. The Developer may at any time hereinafter enter into any type of agreement with anybody of his choice for the sale of the flats in the building to be constructed in the converted area without any reference to the first parties except the flat earmarked for the Owners/ First Party.

18. The Owners/ First Party herein shall be absolute lawful owners of the said reserved premises i.e. of 4 Flats as agreed and given in exchange of the share of the Owners/ First Party and the Developer shall not have



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any right, claim, interest and/or lien in whatsoever manner on or over or to the said premises reserved for the Owners/ First Party. The Owners/ First Party shall be at liberty to dispose off the said premises as its owners by way of sale, gift or otherwise if so they desire.



19. It is agreed that all the dues payable to the government such as Income Tax, Sales Tax, Royalty or any other levy relating to or arising from the sale of the flats except in respect of the flats earmarked to the first parties that will be constructed in the said building shall be borne by the Developer. Similarly, any liability arising from or relating to the construction shall be settled by the Developer.

20. The Developer shall carry out the construction of the buildings as per the plan sanctioned by the authorities entirely at his own cost without in any manner affecting the first parties.

21. It is hereby agreed by and between the parties to this agreement that the period fixed for construction of flats earmarked to the first Parties of this agreement is inclusive of period of obtaining the occupancy certificate.

22. It is hereby agreed by and between the parties that the first party shall not be responsible for the quality and standard of the construction work of the building and shall not be responsible to the proposed buyers to whom the second party may sell the proposed flats.

23. It is agreed by and between the parties that after completion of the construction of the flats reserved for the first party, the Developer shall inform in writing to the Owners/ First Party about its completion and hand over the possession of the same to the Owners/ First Party along with the occupancy certificate.

[Signature]

[Signature]

24. It is agreed that upon the receipt of intimation from the Developer, the Owners/ First Party and the Developer shall jointly fix an inspection of the agreed premises with their respective Experts, which inspection shall be held within the period of 7 days from the date of receipt of intimation from the Developer and satisfy them, that the same are built in accordance with the plans and specifications and are free from any defects. The Developer shall be bound to rectify any defect brought to the notice of the developer by the Owners/ First Party within the period of 3 months, of the Owners/ First Party taking possession of the agreed premises



25. In case of any loss, damage, disability suffered by any person employed by the second party on the proposed construction, the Owners/ First Party shall not be liable for any such act or damages either under the workmen's compensation Act or any other law for the time being in force for damages or for compensation and second party will be solely responsible for the same.

26. The Owners/ First Party herein shall be the member of the society if formed and will have right to the topmost terrace of the building for the purpose of fixing any type of antenna along with the others.

27. It is hereby agreed and made clear that the time is the essence of this agreement.

28. Either party hereto shall be entitled to specific performance of this Agreement.

29. That the Developer shall not do any construction beyond the area occupied by the said buildings and more particularly shown in the approved plan by maintaining setbacks.

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30. The Developer shall be entitled to make alteration and changes in the plan if it is required to do so for the benefit of both the parties but with the written consent/permission from the Owners/ First Party to do the same. The Owners/ First Party shall permit the Developer to use the water from the well and the bore well for the purpose of construction of the said buildings and the bills for the same shall be required to be paid by the Developer to the concerned department. The Owners/ First Party also allow the Developer to store the construction material in the said plot at the time of construction of the said residential buildings. The outhouse, consisting of rooms which is existing in the other half of the property to be given to the Developer for keeping his staff/labor, which will be vacated at the time of completion of construction.



31. The details about the specification of the flats earmarked for the first parties are as mentioned in clause number 35 of this agreement.

32. The measurements of the flats in the annexed plan are built up area thereof.

33. Incase any dispute arises with respect to the ownership of the said property/plot is concern the same shall be resolved by the Owners/ First Party and the expenses incurred to that regard shall be borne by the Owners/ First Party.

34. If any dispute arises between the parties out of the transaction, the same shall be referred to a sole arbitrator mutually agreed and the award made by the said arbitrator shall be binding upon the parties.

35. The construction of the flats will be done as per the specification given below:

- a. Structure shall be of R.C.C. framed structure as per the design approved by the authority.
- b. Walls shall be of brick/laterite masonry or concrete blocks.

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c. All external walls shall be plastered with two coats of cement mortar and painted with good quality cement paint. Internal walls shall be painted with oil bound distemper.

d. The WC will be of Indian European type daddo wall up to 1.2 mts.

e. Kitchen will be provided with platform of ceramic tiles with stainless steel sink and daddo up to 60 cms. Height.

f. Concealed / casing wiring and switches will be 'Anchor' make or any other equivalent brand.

g. Plumbing will be of PVC, sanitary fitness will be white in colour.

h. Main door shall be of teakwood and other internal doors shall be flush doors.

i. Vitrified tiles flooring.

j. Alluminium glazed windows shall be provided.



SCHEDULE

All that part of the Plot admeasuring an area 1468 sq. mts of Plot No. 2 of the property known as "CANCONA MORDI", situated in village Xeldem, Quepem Taluka, District of South Goa, State of Goa, , within the limit of village Panchayat of Xeldem, described in the Land registration office of Quepem, under No. 5920, at pages 207 of Book No. B/5 old, however not enrolled in the Taluka, revenue office of Quepem under any Matriz number, but surveyed under survey No. 76/6-A of village Xeldem and is bounded on the East by property bearing survey No. 76/6 & remaining part of the property bearing survey no. 76/6-A; on the West by property bearing survey no. 77/1; on the North by property bearing survey no. 77/5 and on the South by property bearing survey no. 77/7.

IN THE WITNESS WHEREOF the parties hereto have set and subscribe their respective hand and seals on the day, month and year first above written.

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Left Hand Finger Prints _____

Right Hand Finger Prints of Developer

WITNESSES:

1. ~~SEBASTIAN NICOLAU L. FERNANDES~~

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