



03DD 088788

AGREEMENT OF SALE AND CONSTRUCTION

S. M. Menon Mds.

118

2/4/04

Form No. 118 - Piece of Vendor, Panaji, Goa

Value of Stamp Paper Rs. 25000 -

Name of Purchaser Nitin metal work

Residence Ponda Name of Father

Purpose Transacting

Particular

Mf

SN

Signature of State Vendor

Signature of Purchaser

Manoj R. Joshi
Opp. Secretariate
Panaji - Goa
Lic. No. 5/1992

SECRETARY

THIS AGREEMENT is entered into and executed at Margao, Goa on this 2nd day of April, 2014 between:

1. **MENINO JOAQUIM FERNANDES**, son of Mr. Salvador Manuel Fernandes, occupation agriculturist and his wife;
2. **MARTINA FERNANDES**, wife of Menino Fernandes, housewife, both majors in age, Indian nationals and hereinafter jointly referred to as the "**OWNERS**", which expression, unless repugnant to the context or meaning thereof, shall mean and include their respective heirs, executors, administrators and/or assigns, **ON THE ONE PART**

- A N D -

3. **MESSRS DESAI REAL ESTATES DEVELOPER**, a partnership firm registered under the Indian Partnership Act, 1932, having its Place of Business at Desai House, Khadpaband, Ponda-Goa, represented herein by its Managing Partner, viz. SHRI SANTOBARAO KRISHNARAO DESAI, hereinafter referred to as the "**DEVELOPER**" (which expression, unless repugnant to the meaning or context thereof, shall mean and include the partners for the time being of the aforesaid firm and such other partners as may from time to time comprise the said firm as also the assigns and successors-in-title of the firm), **ON THE OTHER PART**

WHEREAS:-

1. The OWNERS have represented and covenanted unto the DEVELOPER as follows, viz.
 - a) That vide a Deed of Sale executed on 16th March, 1995, which deed is duly registered in the office of the Sub-Registrar of Salcete Taluka at Margao, Goa on 27th March, 1995 under Registered No. 618 at Pages 106 to 132 of Book I, Vol. 474, admeasuring 2816.08 M² the OWNERS purchased a plot of land situated at Chandravaddo, Margao, Goa, which plot is fully described in SCHEDULE I hereunder written and is hereinafter individually referred to as the "**First Plot bearing No.5**"
 - b) That vide another Deed of Sale, which too was executed on 16th March, 1995, which deed is duly registered in the office of the Sub-Registrar of Salcete Taluka at Margao, Goa on 27th March, 1995 under Registered No. 617 at Pages 63 to 105 of Book I, Vol. 474, admeasuring 378.22 M² the OWNERS

refered

SANU M.F.D.

purchased a plot of land situated at Chandravaddo, Margao, Goa, adjoining the First Plot, which plot is fully described in SCHEDULE II hereunder written and is hereinafter individually referred to as the **"Second Plot bearing no.4"**

- c) That the First Plot and the Second Plot were subsequently allotted separate and independent survey numbers, viz. the First Plot was allotted Chalta No. 55 of P. T. Sheet No. 12 of Margao City Survey and the Second Plot was allotted Chalta No. 54 of P. T. Sheet No. 12 of Margao City Survey.
 - d) That the First Plot and the Second Plot (hereinafter jointly referred to as the **"Said Property"**) constitutes one contiguous property.
 - e) That the OWNERS are the absolute owners in possession of the Said Property.
2. The OWNERS have further represented and covenanted unto the DEVELOPER as under, viz.
- a) That they have an absolute right to dispose off and/or sell the Said Property and/or deal with it in any manner whatsoever.
 - b) That there are no agricultural tenants and/or Mundcars and/or other building tenants and/or persons entrusted with Watch/Ward duties and/or any persons claiming any other right whatsoever in, to and/or over the Said Property or any part thereof.
 - c) That there is no legal bar or impediment for this transaction and that the Said Property is free from encumbrances, liens and/or charges.
 - d) That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/has been received by and/or served upon the OWNERS in respect of the Said Property.

fernandes.

SHM - MF108-

- e) That neither the Said Property nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- f) That neither the Said Property nor any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.
3. The OWNERS have offered to sell the Said Property to the DEVELOPER and the DEVELOPER has agreed to purchase the Said Property relying on the OWNERS' representations and covenants contained in Recitals 1 and 2 above.
4. The parties hereto are desirous of recording in writing the terms and conditions of their agreement and understanding.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) The OWNERS hereby agree to sell to the DEVELOPER and the DEVELOPER hereby agrees to purchase the Said Property from the OWNERS for a sum of Rs. 2,38,85,500/- (Rupees Two Crore Thirty Eight Lakh Eighty Five Thousand Five Hundred Only), to enable the DEVELOPER to develop the Said Property by constructing multi-storeyed building(s) thereon (hereinafter referred to as the "**Proposed Building Complex**") and to sell premises in the Proposed Building Complex without reference to the OWNERS.
- 2) The consideration of Rs. 2,38,85,500/- (Rupees Two Crore Thirty Eight Lakh Eighty Five Thousand Five Hundred Only), stipulated in Clause 1 above shall be made good by the DEVELOPER by constructing buildings on the said plot mentioned in Schedule I and II hereunder and allotting the following premises in the Proposed Building Complex to the OWNERS (hereinafter jointly referred to as the "**Owners' Premises**"), viz.
- 3) The developer after completing the formalities shall obtained NOC/NA/construction licence etc. and presently has planned 3 buildings consisting of in 'A' building 7 flats, 4 Shops, 'B' building 7 Flats , 'C' building 8 Flats and Total 16 Garages and 1 Society Office etc.

N. Fernandes

S. M. Fernandes

- 4) Out of the above Flats, Shops, Garages/ Stilt Parking the following premises are proposed to be allotted to the owners as shown below:-
- a) 3 (three) single-bedroom flats in 'C' Building, total built-up area of 250.53 M² having present value @ Rs. 25,000/-M², thus having an aggregate value of Rs. 62,63,250/-;
- b) 3 (three) double-bedroom flats in 'B' Building, which shall have a built up area 319.86m² and having present value @ Rs. 25,000/- m² thus having an aggregate value of Rs. 79,96,500/-.
- c) 3 (three) double-bedroom flats in 'A' Building, which shall have a built up area 353.52m² and having present value @ Rs. 25,000/- m² thus having an aggregate value of Rs. 88,38,000/-.
- d) 1 (one) shop No.2 in 'A' building, having a built up area 31.51m² and having present value @ Rs. 25,000/-m² aggregate value is Rs.7,87,750/-

Detailed chart of the premises proposed to be allotted to the OWNERS is shown below:-

SHARE OF MENINO FERNANDES AND DRED

AREA STATEMENT FOR FATORDA PROJECT										DATE 02-04-2014
BLOCK C										
FLAT NO.	BUILT UP AREA	FOYER	BAL C1	BAL C2	BAL C3	STAIRCASE	LIFT	SOCIETY OFFICE	TOTAL BUILT UP & SHARE	
C 104	48.13	2.47	6.60	4.09	0	15.29	2.30	3.31	82.19	MENINO
C 205	48.13	2.47	6.60	4.09	0	15.29	2.30	3.31	82.19	MENINO
C 206	51.23	2.47	6.60	4.95	0	15.29	2.30	3.31	86.15	DRED
C 305	51.23	2.47	6.60	4.95	0	15.29	2.30	3.31	86.15	MENINO
C 306	51.23	2.47	6.60	4.95	0	15.29	2.30	3.31	86.15	DRED
C 405	51.23	2.47	6.60	4.95	0	15.29	2.30	3.31	86.15	DRED

M. Fernandes

Dred

C 406	51.23	2.47	6.60	4.95	0	15.29	2.30	3.31	86.15	DRED
C 502	51.23	2.47	6.60	4.95	0	15.29	2.30	3.31	86.15	DRED

BLOCK B										
FLAT NO.	BUILT UP AREA	FOYER	BALC 1	BALC 2	BALC 3	STAIR CASE	LIFT	SOCIETY OFFICE	TOTAL BUILT UP & SHARE	
B 103	70.74	2.47	4.80	5.70	3.95	12.30	2.30	3.31	105.57	DRED
B 203	70.74	2.47	4.80	5.70	5.00	12.30	2.30	3.31	106.62	MENINO
B 303	70.74	2.47	4.80	5.70	5.00	12.30	2.30	3.31	106.62	DRED
B 304	70.74	2.47	4.80	5.70	5.00	12.30	2.30	3.31	106.62	MENINO
B 403	70.74	2.47	4.80	5.70	5.00	12.30	2.30	3.31	106.62	DRED
B 404	70.74	2.47	4.80	5.70	5.00	12.30	2.30	3.31	106.62	DRED
B 501	70.74	2.47	4.80	5.70	5.00	12.30	2.30	3.31	106.62	MENINO
SOCIETY	60.30	2.47	8.70	0	0	12.30	2.30		86.07	

BLOCK A										
FLAT NO.	BUILT UP AREA	FOYER	BALC 1	BALC 2	BALC 3	STAIR CASE	LIFT	SOCIETY OFFICE	TOTAL BUILT UP & SHARE	
A 101	78.63	2.47	4.80	6.45	5.46	14.42	2.30	3.31	117.84	MENINO
A 102	78.63	2.47	4.80	6.45	5.46	14.42	2.30	3.31	117.84	DRED
A 201	78.63	2.47	4.80	6.45	5.46	14.42	2.30	3.31	117.84	MENINO
A 202	78.63	2.47	4.80	6.45	5.46	14.42	2.30	3.31	117.84	DRED
A 301	78.63	2.47	4.80	6.45	5.46	14.42	2.30	3.31	117.84	DRED
A 302	78.63	2.47	4.80	6.45	5.46	14.42	2.30	3.31	117.84	MENINO
A 401	78.63	2.47	4.80	6.45	5.46	14.42	2.30	3.31	117.84	DRED

mf

shy

mf

SHOP NO.	BUILT UP AREA	PAS SAG E		TOIL ET	SOCIETY OFFICE	TOTAL BUILT UP & SHARE	
SHOP 01	15.56	3.20		0.68	3.31	22.75	DRED
SHOP 02	23.22	4.30		0.68	3.31	31.51	MENINO
SHOP 03	14.20	3.30		0.68	3.31	21.49	DRED
SHOP 04	23.62	3.60		0	3.31	30.53	DRED

NB:-Besides the above Mr. Menino and Mrs. Martina will be allotted one stilt car parking in 'A' Building, 3 stilt parking in 'B' Building and 3 stilt parking in the 'C' Building.

- 5) Possession of the Owners' Premises shall be delivered within sixty calendar months from the date the last of the approvals and permissions are obtained for the construction of the Proposed Building Complex, which approvals and permissions the DEVELOPER shall obtain as early as possible.
- 6) The OWNERS hereby give permission to the DEVELOPER to enter upon the Said Property and take possession of the Said Property, demolish all structures therein (if existing), undertake and complete construction/development activity in the Said Property and complete and deliver possession of the Owners' Premises to the OWNERS and sell/dispose of other premises in the Proposed Building Complex to third parties.
- 7) It is categorically agreed and understood that legal possession of the Said Property shall be deemed to be given to the DEVELOPER only after the DEVELOPER delivers possession of the Owners' Premises to the OWNERS as stated above.
- 8) Within 30 days of execution of this indenture, the OWNERS shall hand over to the DEVELOPER, all documents of title to the Said Property including documents required to make out a clear, unencumbered and marketable title to the Said Property. The OWNERS shall meet all requisitions on title that may be raised by the DEVELOPER to establish that the title of the OWNERS to the Said Property is clear, unencumbered and marketable and the OWNERS shall make out such a clear, unencumbered and

Menino

SM Martina

marketable title within 60 days from the date of execution hereof.

- 9) In the event the DEVELOPER is not satisfied that the title of the OWNERS to the Said Property is clear, marketable and unencumbered and/or the OWNERS fail to meet any requisition on title, then the DEVELOPER shall be entitled, at its option, to terminate this agreement without any liability.
- 10) Immediately from the date hereof, the DEVELOPER shall be at liberty and be entitled to sell and/or allot the premises in the Proposed Building Complex (except the Owners' Premises) and/or to enter into any package deal or arrangement for allotment of such premises at such price and on such terms and conditions as the DEVELOPER may deem fit, and shall also be entitled to receive the monies of such sale/allotment of the premises in the Proposed Building Complex. The DEVELOPER shall also be entitled to deliver possession of such premises upon completion of construction thereof, without any liability in respect thereof to the OWNERS.
- 11) It is however expressly agreed and understood that the OWNERS shall not be entitled to and shall have no right to and/or claim over monies collected from sale of premises in the Proposed Building Complex, the rights of the OWNERS being limited to being allotted the Owners' Premises. It is hereby provided that the OWNERS shall not be responsible and/or liable in any manner whatsoever to the purchasers of premises in the Proposed Building Complex including to refund monies collected by the DEVELOPER from the purchasers of premises in the Proposed Building Complex, in case of any such eventuality.
- 12) It is hereby expressly provided that the DEVELOPER shall be entitled to charge, mortgage, encumber or offer as security for any loan, any premises in the Proposed Building Complex (except the Owners' Premises) provided that the OWNERS shall in no event be liable in respect of the repayment of such loan.
- 13) The DEVELOPER shall be entitled to issue advertisements in newspapers and in other media in respect of sale of premises in the Proposed Building Complex and/or to offer them for sale as also to erect advertisement boards in or upon the Said Property.
- 14) The development and the construction of the Proposed Building Complex shall be at the entire cost, expense and risk and to the

mfedeb *SM MFedeb*

entire account of the DEVELOPER. The DEVELOPER agrees that it will obtain all requisite approvals, permissions and licenses required to develop/construct the Proposed Building Complex, at its own cost and responsibility, but if necessary, in the name of the OWNERS. All finances for completion of the development of the Proposed Building Complex shall be provided for by the DEVELOPER.

- 15) The DEVELOPER shall be entitled to enter into separate contracts in its own name with the building, labour contractor(s), architects and other technical and other consultants for carrying out the construction of the Proposed Building Complex.

- 16) Simultaneously with the delivery of possession of all of the Owners' Premises, the OWNERS shall execute an irrevocable Power of Attorney in favour of the DEVELOPER's nominee(s) which shall empower such nominee to execute a Deed or Deeds of Conveyance in respect of the Said Property and the premises in the Proposed Building Complex either in favour of a Cooperative Society or Societies, or Company or Condominium to be formed of the purchasers of premises in the Proposed Building Complex, or, at the option of the DEVELOPER, in favour of individual purchasers of premises in the Proposed Building Complex. All such Deed or Deeds of Conveyance shall be prepared exclusively by the DEVELOPER's Advocate. The stamp duty, registration Fees and all other fees, costs, charges and expenses for such Deed or Deeds of Conveyance shall be borne by the individual purchasers or by the Cooperative Society, as the case may be, and in no case by the OWNERS. However, the stamp duty, registration Fees and all other fees, costs, charges and expenses in respect of the documents to be executed in respect of the Owners' Premises shall be borne by the OWNERS.

- 17) Notwithstanding what is contained above, if at any time after the execution hereof, any person makes/raises any lawful claim to the Said Property or any part thereof, whether or not the DEVELOPER are injuncted from commencing or continuing construction, the DEVELOPER shall be entitled, at its option, to terminate this agreement by giving 30 days' notice in writing to the OWNERS. In such an event, the OWNERS shall also reimburse to the DEVELOPER all sums expended by the DEVELOPER until such date of termination for construction on the Proposed Building Complex as also all sums expended by the DEVELOPER for getting approvals to the plans including renewals,

referred, *SMY MFDS.*

construction licence including renewals and all other requisite permissions and approvals. If such payment is not effected within the stipulated period of 30 days, the OWNERS shall also be liable to pay interest @ 15% per annum.

- 18) Notwithstanding what is contained in Clause 16 above, the DEVELOPER shall be entitled, at its option, to settle all such claims on such terms and conditions as deemed expedient by the DEVELOPER. In such an event, the DEVELOPER shall be entitled to reduce the number of the Owners' Premises required to be delivered such as equals in value (or as near thereto as possible) to money value of anything (including money) or premises given in settlement of such claim.
- 19) It is agreed that the Proposed Building Complex shall be named as **"FERNANDES RESIDENCY"**.
- 20) The OWNERS shall, if so requested by the DEVELOPER, execute an irrevocable power of attorney in favour of the DEVELOPER's nominee which shall empower such nominee to undertake on behalf of the OWNERS, all acts required to be undertaken to commence, carry on and complete construction of the Proposed Building Complex including but not restricted to applying for and obtaining approval to building plans, construction licence, electricity and water connections and occupancy certificate. Such power of attorney shall be distinct from the Power of Attorney referred to in Clause 15 above.
- 21) Both parties hereto shall be entitled to specific performance of this agreement provided they have complied with their respective obligations. The impossibility of performance of any part of this agreement will not render specific performance of the remainder of this agreement.

SCHEDULE I ABOVE REFERRED

["First Plot"]

All that plot of land which originally constituted Plot No. 5 of the sub-division of the Southern portion of the larger property described in SCHEDULE III below written and later allotted a separate and independent survey number, viz. Chalta No. 55 of P. T. Sheet No. 12 of Margao City Survey, having an area of 2,816.08 M² and which is bounded (as per the Sale Deed of 16th March, 1995 referred to in Recital 1(a) above) as under, viz.

mfeder

MFdes.

East & By property of Philip de Piedade Rebello;
West:

North: By the Second Plot described in SCHEDULE II below
written;

South: By hill.

SCHEDULE II ABOVE REFERRED

["Second Plot"]

All that plot of land which originally constituted Plot No. 4 of the sub-division of the Southern portion of the larger property described in SCHEDULE III below written and later allotted a separate and independent survey number, viz. Chalta No. 54 of P. T. Sheet No. 12 of Margao City Survey, having an area of 378.22 M² and which is bounded (as per the Sale Deed of 16th March, 1995 referred to in Recital 1(b) above) as under, viz.

East & By property of Philip de Piedade Rebello;
West:

North: By plot No.3 of the same property described in
SCHEDULE III below written;

South: By the Plot No.5 of the same property described in
SCHEDULE I above written

SCHEDULE III ABOVE REFERRED

All that immovable property known as "CHONDROVADO" situated at Ward Chandravado, Margao, Goa, within the limits of the Margao Municipal Council, Taluka Salcete, District South Goa, State of Goa, which property is registered in the erstwhile Land Registration Office under No. 28278 of Book B 72 (New), enrolled under the Taluka Land Revenue Roll under Matriz No. 1964 and bounded as per the land registration records as under, viz.

East & By the property of the heirs of Philip da Piedade
West: Rebello;

North: By the paddy fields of the Comunidade of Raia and

South: By hillock ("oiteiro")

referred.

MFd.

This property has been bisected into a Northern portion and a Southern portion by the Arlem-Ambaji public road, the Northern portion admeasuring 4,800 M² and bearing Chalta No. 10 of P. T. Sheet No.7 of Margao City Survey and the Southern portion 4,597 M² and bearing Chalta No. 9 of P. T. Sheet No. 12 of Margao City Survey. The Southern portion has been sub-divided into plots.

The site plan of the premises such as 1BHK Flats, 2BHK Flats and shops in respective buildings as drawn which will be got approved from the Margao Municipal Council in due course of time after completing all the formalities required for the approval are enclosed duly marked the owners premises in red ink in Annexure B.

ANNEXURE "A"

SPECIFICATIONS FOR SHOPS & FLATS COMMON

1. **STRUCTURE:** The proposed building consists of a reinforced cement concrete (R.C.C.) frame structure as per design approved by the competent Municipal Authority. The masonry in plinth shall be of laterite stone/cement blocks in appropriate cement mortar. The masonry in super structure shall be wire cut clay blocks/bricks/cement blocks in appropriate cement mortar.
2. **PLASTER AND PAINT:** The internal walls will be plastered with one coat of cement mortar and finished smooth with neeru. All internal walls surfaces will be finished in oil bound distemper. All external surfaces will be plastered with two coats of cement mortar. The external walls shall be painted in decorative cement paint.
3. **FLOOR FINISH:** All Flooring will be in vitrified tiles.
4. **DOOR & WINDOW:** All windows shall have M.S. grill painted with synthetic enamel point.
5. **TOILET / BATH:** Common toilet will be provided with an European W.C., wash basin and urinals. Bath room/w.c/toilet shall have antiskid flooring Bathroom dado-1.8mt, w.c dado 1.2mt Toilets room shall be waterproofed.

m.fernandes

S. N. Fernandes

6. **DRAINAGE:** All sewage water to be connected to the Municipal sewers or septic tanks as per the requirements of the Municipality.
7. **ELECTRICAL INSTALLATION:** All wiring shall be of best quality copper wire with concealed fittings. The rooms shall have ceiling fan-1no, 6A points-2nos each. 16A points shall be provided for each. Toilet & kitchen (total 3nos). Each room will have light points (2nos) & ceiling fan point (1no). In case the electricity department insists a separate transformer to be provided at the site for individual electric connections for the respective flats and shops, lifts and other surrounding area electrification the cost of the transformer or sub - station if any should be borne as per individual share of the premises.
8. **WATER AND ELECTRICITY SUPPLY:** Flat owners shall obtain his/her permanent electric connection from the Department of electricity with the test report provided by the builders. Similarly, the direct individual water connection shall be obtained by individual flat owners with the Plumbers Certificate issued by the builders.
9. **COMMON FACILITIES:** The building shall have underground sump, overhead tank, staircase, lift with electric lamps.
10. **KITCHEN PLATFORM:** Kitchen platform will be of Granite either black or coloured.
11. **STAIRCASE FLOORING:** The flooring of the staircase will be of Granite either black or coloured.
12. **BUILDING COMPOUND:** Compound wall will be of C.C. Blocks.
13. **LIFT / ELEVATOR:** Standard lift / elevator will be fitted in all the three buildings.

m/s prasad

[Signature]

M.F.S.

IN WITNESS WHEREOF the parties hereto have signed and executed this indenture at the place and date first hereinabove stated.

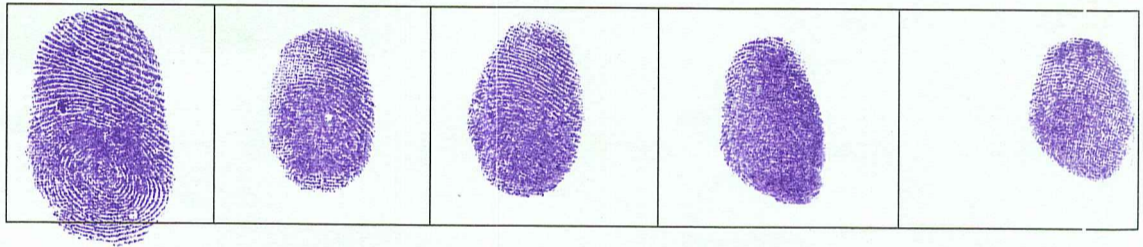
SIGNED AND EXECUTED BY THE OWNERS



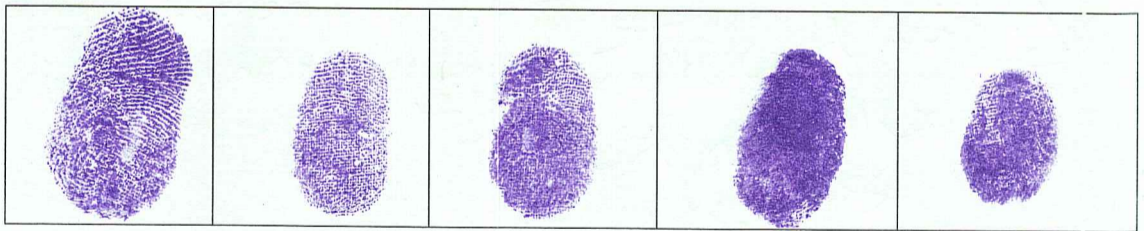
M Fernandes

(Mr. MENINO JOAQUIM FERNANDES)

RIGHT HAND



LEFT HAND



M Fernandes

[Signature] M. dos

SIGNED AND EXECUTED BY THE OWNERS

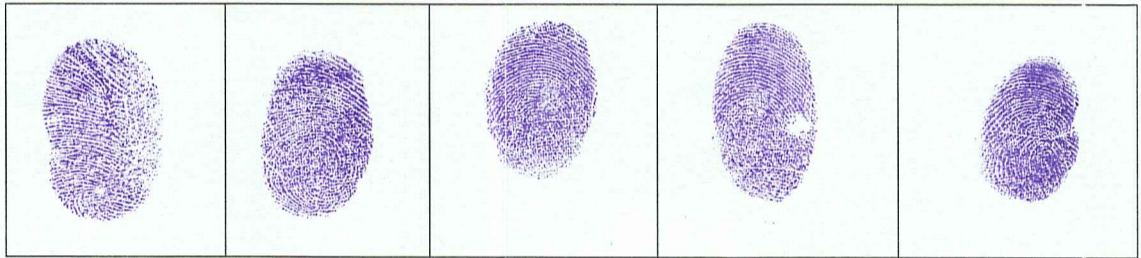


M. Fernandes.

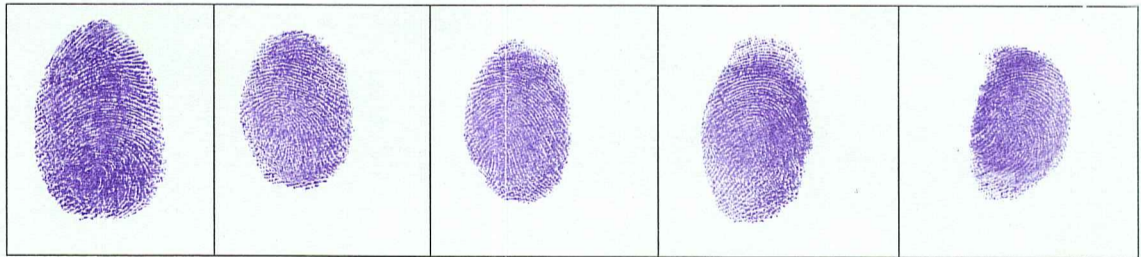
M. Fernandes.

(Mrs. MARTINA FERNANDES)

RIGHT HAND



LEFT HAND



Mdes. Fernandes

SIGNED AND EXECUTED BY THE DEVELOPER
For and on behalf of
M/S. DESAI REAL ESTATES DEVELOPER

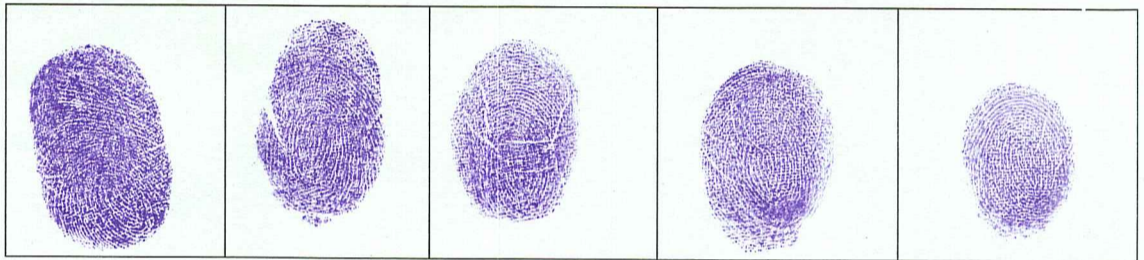


[Handwritten signature in blue ink]

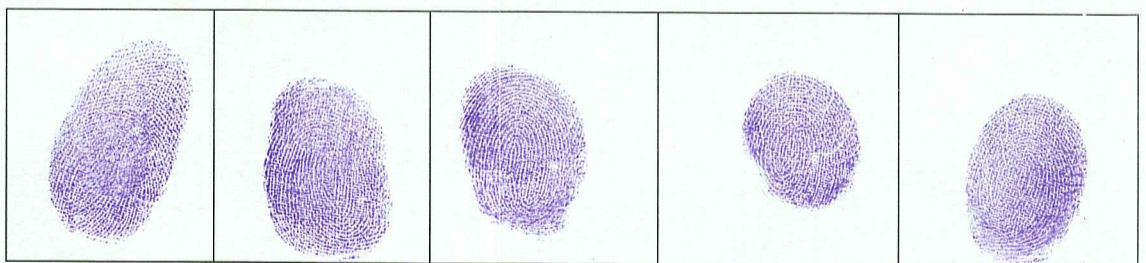
[Handwritten signature in blue ink]

SHRI. SANTOBARAO KRISHNARAO DESAI
(Managing Partner)

RIGHT HAND



LEFT HAND



[Handwritten signature in blue ink]

[Handwritten signature in blue ink]

WITNESSES:-

1. Mr. Harish Verlekar



2. Mr. Tukaram Gaude





