TRUE XEROX COPY

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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एक हज़ार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

गोवा GOA

Serial No.: 58378 Place of Vending Vasco Date of Sale: 15 NOV 2017 468866

Vendor's Name : Apurva A. Shet Address: Chicalim

Licence No.: JUD/VEN/LIC/1/2015/AC-1

Value of Stamp Paper: Rs 1000/- (one thousand only)

Name of Purchaser: Caetano F. Costa N. Ferreira

R/O: Margao Name of Father A. M. A. De. N. Ferreira

Purpose: Agreement Transacting Parties

As there is no single Stamp Paper for the value of Rs.

Additional Stamp Paper for the completion of the value is attached Along with.

Signature of Stamp Vendor

Signature of Purchaser

NOTARY NOEL PARRAS D'CRUZ SALCETE TALUKA EXP. DT. 28-2-19 REG. NO. 861 GOVT. OF GOA (INDIA)

NOTARY NOEL PARRAS D'CRUZ SALCETE TALUKA EXP. DT. 28-2-1 REG. NO. 3 GOVT. OF GOA

AGEEMENT FOR SALE

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This INDENTURE is made at Margao, Goa on this 16th day of November, 2017, by

- 1a) ALVARO MOUSINHO ALBERTO DE NORONHA FERREIRA, alias ALVARO DE NORONHA FERREIRA, son of Caetano Filipe Ferreira, major in age. married, retired, Indian National, Holder of PAN AACPF0590L and his wife

- 1b) MARIA SATYA DORA PERES E COSTA .NORONHA FERREIRA alias MARIA. SATYA. COSTA FERREIRA. major in age, housewife. Indian Nationa1 , Holder of PAN AACPF0591M both residing at Panaji Goa, and

- 2a) ANTONIO RUI DIOGENES DE NORONHA E FERREIRA alias RUI FERREIRA son of Caetano Filipe Ferreira, major in age, married, service, Portuguese National, Holder of OCI Card Number A1256025 and PAN Number AGVPD3593N , and his wife,

- 2b) MARIA JULIA GOMES MEDEIROS DE NORONHA FERREIRA.. daughter of Fernando Gonsalves major in age, service .. Portuguese National, Holder of PIO Card NumberP0134285 and PAN Number AGVPD3592P, both residing at Faro Portugal, all hereinafter referred to as the **PROSPECTIVE VENDORS'**.

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AND

AMBIENCE REAL ESTATE DEVELOPERS, a proprietary concern, having it's registered office at S-11, Bela Vista- 1, Chicalim, Goa 403 711, represented by its Proprietor, **MR. JOHN VINCENT SOARES,** son of Mr. Camilo Soares, aged 62 years, resident of H. NO. 131, Gina, Maina, Curtorim, Goa, hereinafter referred to as the **'PROSPECTIVE PURCHASERS'**

Each of the expression the PROSPECTIVE VENDORS and the PURCHASER shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators. successors —in-title and assigns as the cases may be.

WHEREAS the PROSPECTIVE VENDORS have declared to the Purchaser as follows:

WHEREAS there exists a landed property known as 'DECIMO NONO LANCO DE GOGOLA', situated at Gogol, Margao, Goa, within the limits of the Margao Municipal Council, Taluka and Sub District of Salcete, District of South Goa, which property is registered in the Land Registration Office of Salcete under No. 6857 Old and No. 11108 of Book B New and more particularly described in SCHEDULE 'I' hereunder written and hereinafter referred to as "THE SAID PROPERTY";

AND WHEREAS the PROSPECTIVE VENDOR No.1a became the owner of 1/3rd of the said property which 1/3rd part was bequeathed to him by Public Will dated 21.6.1961 by his late paternal uncle Joaquim Aristrides Conceicao Ferreira in whose name it is inscribed in the Land Registration Office of Salcete, Margao under No. 21877, and the remaining 2/3rd part thereof is owned by PROSPECTIVE VENDOR No.2a Antonio Rui Diogenes De Noronha e Ferreira alias Rui Ferreira in whose name it is inscribed under Inscription of Transmission No. 42627 in Book G-49 in the said Land Registration Office. Further it is seen that due to construction of Eastern By-pass highway, the property is bifurcated into two parts or plots one lying to the east and the other lying to the west;

And Whereas, the PROSPECTIVE VENDOR No. 1b). is the wife of the PROSPECTIVE VENDOR No. 1a) and PROSPECTIVE VENDOR No. 2b) is the wife of PROSPECTIVE VENDOR No.2a).

AND WHEREAS the total area of the entire property was 65622 square metres, the area under Chalta No. 4, 5 and 9 of P.T. Sheet No. 92 being 10196, 17904 and 37522 square metres respectively, at a time that these Chalta Numbers were created. Out of this area lying entirely within Chalta No 9 of PTS 92, and admeasuring 815 square metres has been allotted to the Mundkar who has a dwelling house therein. The available area thus amounts to 64807 square

metres and is more particularly described in Schedule 1 hereto;

And Whereas, as per the ODP2016 of Margao City, the property is Zoned into two distinct Areas, the majority being Settlement, S1, and a portion, admeasuring 9967 square meters being Zoned as C2 or Local Commercial, which is referred to as the Said Plot and is more particularly described in Schedule 2 hereto.

And Whereas, in 2002, the PROSPECTIVE VENDORS have applied for and obtained an order dated 30/9/02, amalgamating the property previously described under the Chalta Numbers 4, 5 and 9 of PTS 92.

And Whereas the PROSPECTIVE VENDORS have previously dis-annexed an area of 2000 square meters from the Said Plot, vide Agreement with S N Builders, dated 19th October 2001, and on which is presently constructed the Building Ferreira Gardens, Phase 1.

And Whereas the PROSPECTIVE VENDORS have also further dis-annexed an area of 2921 square meters from the Said Plot, vide Agreement with S N Builders, dated 14th June 2004, and on which is presently constructed the Building Ferreira Gardens, Phase 2.

And Whereas the remaining unsold area of the Said Plot, admeasuring 5046 square meters lying within the C2 Zone of the Property. which is identified in Margao City Survey

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Records under Amalgamated Chalta Nos; 5 & 9 of the P. T. Sheet No. 92

And Whereas the PROSPECTIVE PURCHASERS have approached the PROSPECTIVE VENDORS with a request to sell them a fraction of the above mentioned 5046 square meters of the SAID PLOT, with the intention of using the FAR available to construct a multi-storied structure comprising Apartments and shops, in order to sell the same.

And Whereas the PROSPECTIVE PURCHASERS have expressed their inability to pay for the fraction of the 5046 square meters that they propose to purchase, in money, and are offering to pay a consideration to the PROSPECTIVE VENDORS in the form of built-up units, constructed by the PROSPECTIVE PURCHASERS in favour of the PROSPECTIVE VENDORS, on the balance fraction of the 5046 square meters to be retained by the PROSPECTIVE VENDORS.

And Whereas the PROSPECTIVE VENDORS have recently submitted an application to the SGPDA and to the Municipal Corporation of Margao to build, on the SAID PLOT, a multi-storied building comprising of basements, shops and apartments and have obtained approval for the same, as described in Schedule 3.

And Whereas the PROSPECTIVE VENDORS have agreed to sell to the PROSPECTIVE PURCHASERS 58%, undivided

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share of the unsold 5046 square meters in the SAID PLOT and will retain the balance 42% undivided share,

And Whereas the PROSPECTIVE PURCHASERS will build the structure described in Schedule 3 and will allot 42 % (by area)of the built up units to the PROSPECTIVE VENDORS and 58% (by are)to themselves.

AND WHEREAS the PROSPECTIVE VENDORS have in relation to the unsold area in the SAID PLOT described in Schedule 2, hereto declared to the Purchaser that:

a. Exclusively the PROSPECTIVE VENDORS are entitled to own, hold possession of and deal in any manner the unsold area of the SAID PLOT.

b. The PROSPECTIVE VENDORS title to the SAID PLOT hereto is clear, unencumbered, marketable and subsisting.

c. There is no litigation or any legal proceedings pending before any Court Tribunal or Administrative Authority in respect of the SAID PLOT.

d. The SAID PLOT hereto is not, subject to any notice or notification or proceedings under Land'. Acquisition Act.

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e. There are no Mundcars/s and/or Building tenant/s and/or Ward and/or any persons claiming' agricultural tenancy: and/or, 'any other tight in the SAID PLOT.

f. There are; difficulties, legal or otherwise for sale free, from encumbrances on the SAID PLOT..

g. Until expiry or cancellation of this Agreement, the PROSPECTIVE VENDORS have agreed not to sell the said 58% of the SAID PLOT, which is the subject of this agreement, hereto or any part thereof to any other person/or persons.

AND WHEREAS given that the terms and conditions have been agreed by and between the parties hereto which they desire to reduce to writing

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

a. the PROSPECTIVE VENDORS have agreed to sell to the Purchaser and the PROSPECTIVE PURCHASSER believing to be true all the representations made by the PROSPECTIVE VENDORS has agreed to purchase from the PROSPECTIVE VENDORS free from any encumbrances, ,liens, charges etc, 58% of the unsold area of the said plot of land(say an area of 5046 Square meters) which is described in Schedule 2

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hereafter; . for a consideration of Rs 7,96,05,696/- (Rupees Seven Crores, Ninety Six Lakhs, five thousand six hundred and ninety six only) at the rate of Rs.27,200/- (Rupees Twenty Seven Thousand, two hundred) per square meter.

b. That the PROSPECTIVE PURCHASERS will bear the cost of construction of a multi-storied, structure comprising of Shops, apartments , infrastructure and landscaping on the Said Plot and that the consideration to the PROSPECTIVE VENDROS will be paid in kind, i.e. the PROSPECTIVE PURCHASERS will build units, infrastructure and landscaping for the PROSPECTIVE VENDORS corresponding to 42% of the Plot area reserved by the latter.

c. As seen in the attached SGPDA permission SGPDA/P/5548/1000/17-18, dated 06/10/2017 and Plan , the Structure will have a 3 meter -wide access road, within the Said Plot, between the boundary of the Said Plot and the remaining S1 Zone and along the entire Western Side of the Structure, in order to provide access to the Structure, the Basements and to the Parking areas. In order to improve accessibility to the structure, its basements and to the Parking Areas, the PROSPECTIVE VENDORS agree to provide a strip of land, 3-meters wide, outside the said Plot, and within the S1 Zone adjacent to the previously

described 3-meter access road, in order to create a 6-meter -wide access road, on the condition that the PROSPECTIVE VENDORS and those claiming from them will also be able to use the said 6-Meter-wide access road to access their remaining property. The PROSPECTIVE VENDORS and the PROSPECTIVE PURCHASER agrees that no objects, structures, gates, obstruction of any kind shall be installed on the said 6-meter wide access road by any of them or anyone claiming from them, unless they have the written permission of the PROSPECTIVE VENDORS.

d. THE PROSPECTIVE PURCHASERS will clear any additional applications required for development and obtain any additional licenses for construction or extensions as well as the Occupancy and Completion certificates from all the relevant authorities, in the name of the PROSPECTIVE VENDORS.

e. The development and construction of the proposed building shall be at the entire cost and expense of the PROSPECTIVE PURCHASER, which cost shall include the cost of permissions and licenses, the cost of construction and all other costs incidental thereto, as well as taxes/charges payable to the local authorities, from the time of the execution of the Agreement.

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f. The PROSPECTIVE PURCHASERS at his cost, and their employees, labourers, contractors ; shall, from time to time, after informing and with the authorisation of the PROSPECTIVE VENDORS, enter at the SAID PLOT hereto and carry on therein all such acts like surveying, levelling, demarcating, construction, fabricating etc., and such other acts as The PROSPECTIVE PURCHASERS deems fit for giving effect to this agreement. For Purpose of carrying out the development, the right of the developer will be the nature of the license, as defined in the Easement Act; for all purposes, until execution of the Sale Deeds for the units constructed and their proportionate land share, the PROSPECTIVE VENDORS, in their capacity as owners shall continue to have constructive and legal possession of the said Plot;

g. The PROSPECTIVE PURCHASER shall enter into separate contracts in his own name with labourers, contractors, suppliers for material and services as well as technical and other consultants with respect to the construction of the building. These contracts shall, in no way introduce any liability to the PROESPECTIVE VENDORS.

h. The PROSPECTIVE VENDORS have contracted the main Architect for the project for the purpose of preparing the plans and signing on the plans

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submitted before the various authorities. No changes in the plans or in their implementation will be made or requested by the PROSPECTIVE PURCHASER from the Architect, without first obtaining written approval by the PROSPECTIVE VENDORS.

i. In the event that the Project Occupancy Certificate is obtained in phases, The PROSPECTIVE PURCHASERS will ensure that the time elapsed between the first and the final Occupancy Certificates is less than 6 months AND within the same financial year.

j. Subject to the fulfillment of all terms and conditions of the said original agreement and this Addendum, the construction of the premises belonging to the PROSPECTIVE VENDORS shall be fully completed and Occupancy Certificates obtained, in the name of the PROSPECTIVE VENDORS, from the Municipal, Town Planning and any other relevant Authorities by the PROSPECTIVE PURCHASERS within 36 months from the said date of signing this agreement and it shall be built according to the specifications annexed hereto.

k. In the event of delay on the part of the PROSPECTIVE PURCHASERS to hand over to the PROSPECTIVE VENDORS the possession of the premises to be constructed, within the period stipulated in Clause j, the PROSPECTIVE PURCHASERS shall be bound to

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pay compensation to the PROSPECTIVE VENDORS at the rate of Rs 12000/- (Rs. Twelve Thousand Only) per flat and Rs. 15000/- (Rs. Fifteen Thousand Only)per shop for every month of delay.

l. The construction and the risk incidental thereto, for the entire constructions; i.e. for the units retained by the PROSPECTIVE VENDORS and for the units to be transferred to the PROSPECTIVE PURCHASER, shall be solely of the PROSPECTIVE PURCHASER; The PROSPECTIVE PURCHASER alone shall be responsible for any violation in the matter of construction, including violation of approved plans, violation of building bye-laws and any other laws.

m. The PROSPECTIVE PURCHASER indemnifies the PROSPECTIVE OWNERS of any pecuniary liability that may arise on account of failure of a structure or the infringement of any law relating to the construction.

n. Upon initiation of the construction of the Basement of the Building or within 6 months from the date of signing of this agreement, at the written request of the PROSPECTIVE PURCHASER, the PROSPECTIVE VENDOR will inform the PROSPECTIVE PURCHASER as to the built up units to be allocated to each party.

o. At the time of allocating the units, the PROSPECTIVE VENDOR, at the request and cost of the

PROSPECTIVE PURCHASER will also execute a Power of Attorney, allowing the PROSPECTIVE PURCHASER to enter into Agreements of Sale with respect only to the units that are to be allocated to the PROSPECTIVE PURCHASER.

p. After the allocation of the units to the PROSPECTIVE PURCHASER, the PROSPECTIVE VENDOR, at the request and cost of the PROSPECTIVE PURCHASER may also be required to sign, as confirming party, and Agreement for Sale or Sale Deeds that the PROSPECTIVE PURCHASER might enter into, with respect only to the units that are to be allocated to the PROSPECTIVE PURCHASER.

q. The PROSPECTIVE PURCHASERS is entitled, without any reference to the PROSPECTIVE VENDORS , to enter into any agreement with any person of PROSPECTIVE PURCHASER'S 'choice and offer the sale of any of the built-up premises in the building to be constructed in the Said Plot corresponding to the units built on 58% of the said Plot (i.e. except the units to be constructed for the PROSPECTIVE VENDORS by the PROSPECTIVE PRUCHASERS). The terms for the agreement for sale of such premises including amounts to be collected from the sale of such premises to Third Parties, shall be at the sole discretion of the PROSPECTIVE PURCHASERS. The PROSPECTIVE

VENDORS shall, at the request of the PROSPECTIVE PURCHASERS, execute a Power of Attorney, in favour of the PROSPECTIVE PURCHASERS, to allow the sale of the built up units corresponding to their 58% , independently, by the PROSPECTIVE PURCHASERS. However, in case of any default of this agreement, the agreements by the PROSPECTIVE PURCHASERS with Third Parties shall not come in the way of the consequences of the said default.

r. THE PROSPECTIVE PURCHASER and the PROSPECTIVE VENDORS shall create or endeavor to create or to aid the creation of an Association or Society for Maintenance of the structure that will be built by the PROSPECTIVE PURCHASER. Both, the PROSPECTIVE VENDORS and the PROSPECTIVE PURCHASERS will ensure that the requisite deposits and fees are collected from the Third Parties who purchase the Apartments and Shops and that these same deposits and fees and are then transferred to the said Association or Society for Maintenance.

s. Upon Completion of the building and the handover of the completed units that are to be retained by the PROSPECTIVE VENDORS, The PROSPECTIVE PURCAHSERS, shall be entitled to purchase part or the entire proportionate share, to the extent of 58%, of the Said plot by one or more Deeds of sale as may be

executed by the PROSPECTIVE PURCAHSERS and confirmed by the PROSPECTIVE VENDORS. Such Deed or Deeds shall convey the undivided share in the said plot in favour of PROSPECTIVE PURCAHSERS or their nominees. In the event of sale in favour of any nominees. the PROSPECTIVE PURCAHSERS shall be a confirming party to any conveyance to the extent of 58% of the Said Plot, which is the subject of the said agreement.

t. The third parties to whom the PROSPECTIVE PURCHASER and PROSPECTIVE VENDORS sell their respective units will be prohibited , in their Agreements and Sale deeds from making modifications in the colour, structure and appearance on the exterior of their apartments or shops. All changes to the exterior of the apartment/shops ,or outside the of the walls of the apartments will be made solely by the Association or Society for maintenance or will have to be authorised by the said association or society in writing. The third parties purchasing Shops will not be permitted to install signage outside the indicated area, neither will they be permitted to modify the exterior of the building or encroach in any way outside the opening/openings of their respective shops. Third Parties purchasing Apartments or shops will not be authorised to elect partition walls or gates or store

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material of any kind in the common spaces or in any space outside the said apartment.

u. In case the Authorities enact new regulations or amend existing regulations that might hamper the ability of the PROSPECTIVE VENDOR to construct, or impede both parties from selling their units as per the terms of this agreement, both parties, i.e. the PROSPECTIVE PURCHASER and the PROSPECTIVE VENDORS agree to make Addendums to this Agreement that might be required to make it compliant with said new regulations or amendments.

SCHEDULE – I

(Description of the Said Property)

ALL THAT landed property known as "DECIMO NONO LANCO DE GOGOLA", admeasuring a total area of area of 64807 square metres, situated at Gogol ward within the limits of Margao Municipal Council, Taluka and sub-district of Salcete, District of South Goa, State of Goa, described in Land Registration Office of Salcete at Margao under No. 6857 (old) and No. 11108 of Book B New, enrolled in the Taluka Revenue Office of Salcete under Matriz no. 1037, now surveyed under the Amalgamated Chalta Nos. 4, 5, 9 of P.T. Sheet No. 92 and bounded as follows: On the East: Earlier By Comunidade Land and by Public Road and now by public road leading to S.P. Chowgule College, On the

West: Previously by remaining property of the PROSPECTIVE VENDORS, and property of Mariano Antanazio Dias; and now by Eastern Bypass surveyed under number Chalta No 18 of PTS 117, On the North: Now By Public Road leading to S.P. Chowgule College and by Plots developed on the property of Mariano Antanazio Dias and property of Matildes Josefina Verodiana Pereira Dias; On the South: By public road leading from Margao to Curtorim.

SCHEDULE – II

(Description of the Said Plot, i.e. the Area of the property falling under C2 Zone of Margao ODP 2016)

ALL THAT part of the Said property described in Schedule I above, within the Amalgamated Chalta Nos. 4, 5 and 9 of P.T. Sheet No. 92 of Margao City Survey which is classified as Local Commercial Area (C2 Zone)as per the ODP 2016 of Margao City, and which (minus the Road Widening Area of 1027 square meters) was converted to NA use by Conversion Sanad No AC-II/SG/CONV-18/2003, dated 28/2/2003 and is bounded as follows:

On the East : By public road leading to S.P. Chowgule College; On the West : By the rest of the property surveyed under Amalgamated Chalta Nos. 4, 5 and 9 of P.T. Sheet No. 92 which property is zoned as Settlement (S1) in the

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ODP 2016 of Margao City; On the North : By public road leading to S.P. Chowgule College; On the South: By public road leading from Margao to Curtorim.

SCHEDULE – III

(Description of the Said Building)

The structure, built up on the C2 zone, as per the drawings submitted to and approved by the SGPDA via the attached Development Permission no SGPDA/P/5548/1000/17-18, dated 06/10/2017 and Plan, including but not limited to the built-up units, i.e. its apartments, offices and shops , all common areas, including basements, footpaths, parking places and facilities including water works, sewerage, electrical, firefighting and telecom systems

SIGNED, SEALED AND DELIVERED: -

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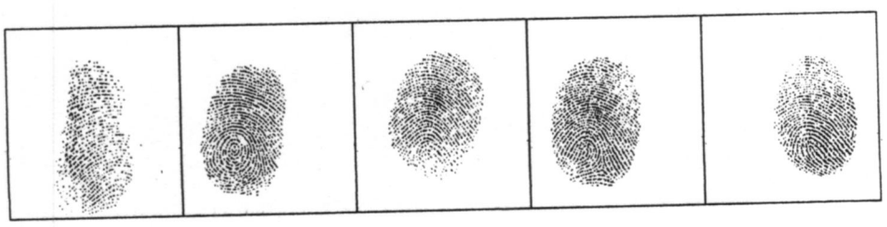
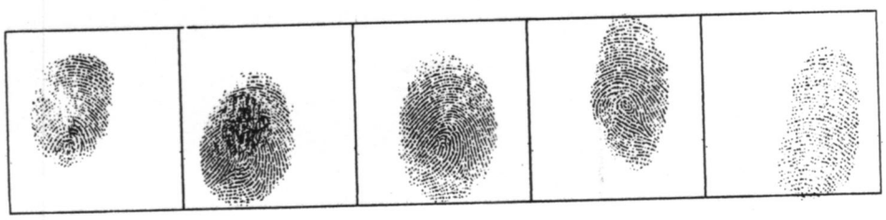
PROSPECTIVE VENDORS: -

(Caetano Filipe Costa Noronha Ferreira, as the duly constituted Attorney of THE PROSPECTIVE VENDORS Nos. 1, 2, 3 & 4)



(Right hand finger impressions of Caetano Filipe Costa Noronha Ferreira)



(Left hand finger impressions of Caetano Filipe Costa Noronha Ferreira)

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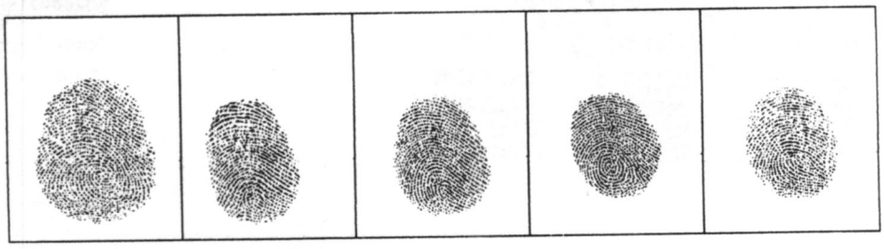
SALCETE
TALUKA
EXP. DT.
28-2-19
REG. NO. 361
GOVT. OF GOA (INDIA)

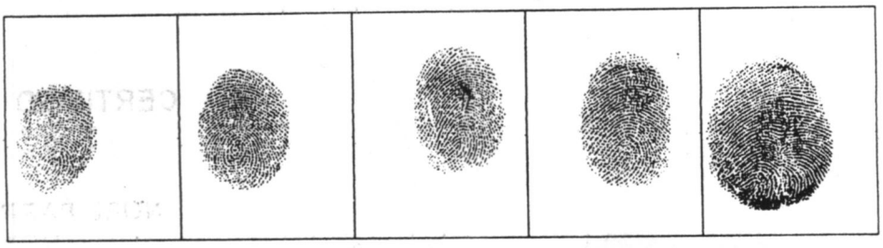
PROSPECTIVE PURCHASER:

1.

(For AMBIENCE REAL ESTATE DEVELOPERS, Represented by its Proprietor, MR. JOHN VINCENT SOARES)



(Right hand finger impressions of MR. JOHN VINCENT SOARES)



(Left hand finger impressions of. MR. JOHN VINCENT SOARES)

WITNESSES:

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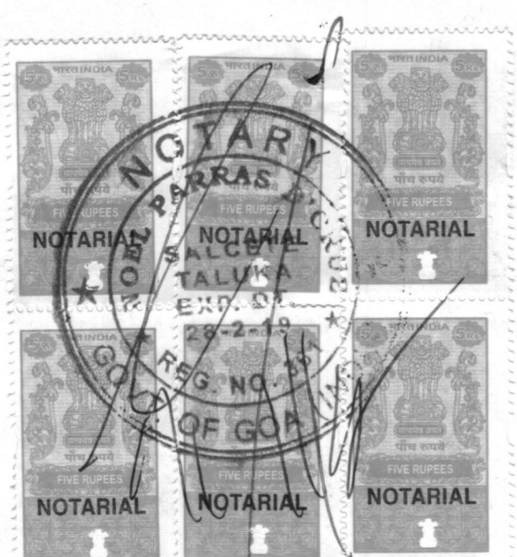
EXECUTED BEFORE ME WHICH I ATTEST

NOEL PARRAS D'CRUZ
NOTARY
Salcete Taluka (Reg. No. 361)
STATE OF GOA (INDIA)
9326863757 / 9422696557
Reg. No. 4166 /2017
Date: 16/11/17



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NOEL PARRAS D'CRUZ
NOTARY
Salcete Taluka (Reg. No. 361)
STATE OF GOA (INDIA)
9326863757 / 9422696557
Reg. No. 4195 /2017
Date: 17/11/2017