

BY AND BETWEEN:

CONFRARIA DE BOM JESUS E DAS SANTAS ALMAS DEIGREJA DE MORMUGAO i.e. the church of Mormugao, situated at Vasco-Da-Gama, Goa, holding Income Tax Card bearing PAN [redacted], represented herein by its President (1) **MR. RALPH DOMINICK TRINDADE**, son of Mr. Placiano Trindade, 50 years of age in service, Holding Aadhaar Card No. [redacted] and holding PAN Card bearing No. [redacted], married, Indian National and residing at H. No.9/185/B, Villa Trindade, Patrong Baina, Vasco-Da-Gama, Goa-403802, its Treasurer (2) **Ms. MARTHA FERNANDES**, daughter of Mr. Patricio Fernandes, age 59 years, Holding Aadhaar Card No. [redacted] 4 and holding PAN Card bearing No. [redacted], unmarried, Indian National and residing at New Vaddem, Vasco da Gama, Goa and its Attorney (3) **MR. JOSE TELESFORO FARIA**, son of Mr. Francisco Xavier Faria, age 53 years, Holding Aadhaar Card No. [redacted], PAN Card bearing No. [redacted], unmarried, Indian National and residing at New Vaddem, Vasco da Gama, Goa, and hereinafter referred to as "THE OWNERS" (which expression shall unless repugnant to the context or meaning thereof, shall mean and include its representatives, Successors-in-interest, executors, administrators and assigns) **OF THE ONE PART**

AND

MERRYLANE BUILDERS, A proprietary concern, represented by its proprietor **MR. GUSTAVO DE SOUZA**, son of Late Joaquim Rosario De Souza, age 66 years, Occupation businessman, Married, PAN card No. [redacted], Aadhaar Card No. [redacted], resident of behind Cottage Hospital, Chicalim, Goa and having office at FO- 1, First Floor, Sapna Terrace, Near St. Andrews Church, Vasco- Da-Gama, Goa-403802, Indian National and hereinafter referred to as "**THE PURCHASER/DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, legal representatives, administrators, executors, successors and assigns) **OF THE SECOND PART**

AND

M/S. EXPERT BUILDERS, a proprietary concern, represented by its proprietor **MR. H. HASAN PILAR**, son of Mr. Ahmed, age 52 years, Occupation businessman, married. PAN Card No. [redacted], Aadhaar Card No. [redacted], with office at Gabmar Apartment, F-3, Fr. Joseph Vaz Road, Vasco da Gama, Goa, Indian National and hereinafter referred to as "**THE BUILDER**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, legal representatives, administrators, executors, successors and assigns) **OF THE THIRD PART.**



WHEREAS there exists a landed property known as "FONDADY", situated in the City of Vasco-Da-Gama, within the jurisdiction of Mormugao Municipal Council, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of the Comarca of Salcete, enrolled at the Taluka Revenue Office under Matriz No.379, admeasuring an area of 905 sq. mtrs., surveyed under Chalta No.5 of P.T. Sheet No.92 of Vasco City, more particularly described in the SCHEDULE A hereunder written and is hereinafter for the sake of convenience referred to as "**SAID PROPERTY**".

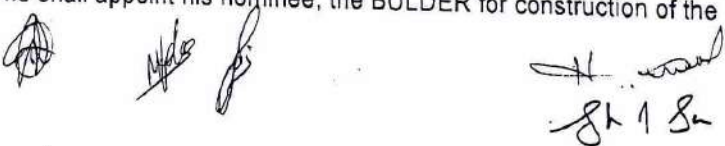
AND WHEREAS the owners herein are well and sufficiently entitled to the SAID PROPERTY and they are in open, peaceful continuous and exclusive possession and enjoyment of the same since last several decades having clear and marketable title to the same and free of encumbrances.

AND WHEREAS the name of THE OWNERS is seen recorded in the column of Holders in the origin of title in FORM D of the SAID PROPERTY and a right of way is seen recorded in favour of family of Mr. Jose Maria Gorgoneo Dias and others staying in the property shown under Chalta No. 3 & 4 to come to the main road from their house.

AND WHEREAS THE OWNERS are interested in entrusting SAID PROPERTY for the purpose of development by constructing a multi storied building thereon and therefore the PURCHASER/DEVELOPER approached THE OWNERS and submitted his proposal vide letter dated 14.12.2020 for development of the SAID PROPERTY as per the terms and conditions set out therein.

AND WHEREAS the OWNERS had taken up the said proposal dated 14.12.2020 in their General Body Meeting held on 06.12.2020 and the same was duly approved by Secretariat of Confraternities and Fabricas/Cofres (Seccao Das Confrarias).

AND WHEREAS as a part of business strategy to ensure speedy development of the project the PURCHASER/DEVELOPER desires to involve an experienced and resourceful person/party to undertake the project and hence approached the OWNERS to assign the rights of construction of the SAID PROPERTY to the BUILDER herein who is the nominee of the PURCHASER/DEVELOPER to develop the SAID PROPERTY and who shall develop the SAID PROPERTY at their cost and expenses, and the PURCHASER/DEVELOPER have agreed that he shall be bound to the OWNERS until the entire payment in cash and kind is made as per the approval dated 21.01.2021, however he shall appoint his nominee, the BULDER for construction of the





project at his cost and expense for which due consideration shall have to be paid to him and the same shall be the responsibility of the PURCHASER/DEVELOPER and that the PURCHASER/DEVELOPER shall pay the consideration agreed in cash and kind to the OWNERS.

AND WHEREAS the PURCHASER/ DEVELOPER and the BUILDER inspected the title documents and are satisfied by the clean and clear title of the OWNERS and thereafter also inspected the site at loco.

AND WHEREAS the PURCHASER/DEVELOPER along with the BUILDER has put forth the proposal jointly to the OWNER, that towards payment of the SAID PROPERTY, consideration of Rupees One Crore Ninety One Lakhs Only shall be paid in the manner set out below and the OWNER shall also be allotted free of cost, two flats on the "third" and the fourth floor" admeasuring an area of 92 sq. mtrs. respectively and shall also provide stilt parking for both the flats, in the building to be constructed therein on the SAID PROPERTY along with the proportionate undivided share therein, and the same shall be retained and owned by the OWNER, which proposal is accepted by the OWNER.

The premises agreed to be allotted to the OWNER are hereinafter referred to as "OWNER'S PREMISES" and are identified in the provisional plans annexed hereto and marked in red for better identification and are described in SCHEDULE B hereunder written while all the remaining premises in the SAID PROJECT not described in SCHEDULE B shall be owned and retained by the BUILDER as a consideration for constructing the SAID PROJECT for which the PURCHASER/DEVELOPER conveys his No objection and shall have no claim of whatsoever nature against the OWNERS, and are hereinafter collectively referred to as "BUILDER'S PREMISES". The complex consisting of OWNER'S PREMISES, BUILDER'S PREMISES, and the various amenities such as lift and basement parking and other amenities as mentioned in the plan and also herein below in SCHEDULE C to be constructed in the SAID PLOT is hereinafter referred to as "SAID BUILDING COMPLEX/SAID PROJECT".

AND WHEREAS the BUILDER herein shall construct the said project at his cost and expenses, however towards payment of SAID construction rights, consideration of Rupees One Crore Ninety One Lakhs Only shall be paid in the manner set out below to the PURCHASER/DEVELOPER by the BUILDER and the PURCHASER/DEVELOPER & OWNER shall in lieu of consideration towards the construction work done by the BUILDER shall herein permit the BUILDER to retain the premises not termed as OWNERS PREMISES to his exclusive use and with full



discretion to transfer the same in favour of third parties and appropriate the consideration received there from for which the OWNERS have no objection.

AND WHEREAS the OWNERS have therefore agreed to grant the rights of development of the SAID PROPERTY to the PURCHASER/DEVELOPER who hereby with the consent of the OWNERS irrevocably assigns his right of construction of the SAID PROJECT to the BUILDER for which the above OWNERS shall have no objection, for the above consideration in cash and kind to be paid to the OWNERS by the PURCHASER/DEVELOPER.

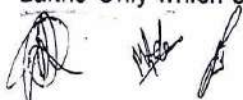
AND WHEREAS both the parties have agreed to reduce the above understanding into writing on the following terms and conditions.

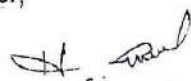
NOW THEREFORE THIS AGREEMENT FOR SALE, DEVELOPMENT AND CONSTRUCTION WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

GRANT

In consideration of the covenants of the PURCHASER/DEVELOPER and the BUILDER to be paid, performed and observed, the OWNER nominates, constitutes and appoints the PURCHASER/DEVELOPER as an exclusive Developer and grants exclusive right and entitlement to develop & construct in the SAID PROPERTY described in the SCHEDULE A with a right to the PURCHASER/DEVELOPER assign his rights of construction to the BUILDER, who shall be entitled to develop/build at his own cost and expense by construct the SAID PROJECT thereon by optimum exploitation of FAR, as per the plans/specifications to be approved and/or sanctioned by the Mormugao Municipal Council and the other concerned authorities under the Planning and Development Authority or as per the plans which may be revised from time to time by the BUILDER at his absolute discretion.

- 1.2 The OWNER hereby entrusts the SAID PROPERTY described in the SCHEDULE A herein below written to the PURCHASER/DEVELOPER as per the approval dated 21.12.2020 and the PURCHASER/DEVELOPER hereby irrevocably assigns his right of construction to the BUILDER to have the SAID PROPERTY developed by constructing SAID PROJECT, for which the OWNERS have no objection has agreed to Develop the SAID PROPERTY described in the SCHEDULE A herein below written, for the agreed consideration payable by the PURCHASER/DEVELOPER to the OWNERS in kind, by allotting OWNER'S PREMISES on the third and the fourth floor of 92 sq. mtrs., along with basement parking respectively and also in Cash by paying an amount of Rupees One Crore Ninety One Lakhs Only which shall be paid in following manner;




8/1/20

- a) Rupees One Crore at the signing of the present agreement vide cheque bearing No. 030567 dated 1/3/2022 for Rs. 70,00,000/- Indian Bank, Vasco and cheque bearing No. 140732 dated 1/3/2022, Federal bank Thokkottu for Rs. 27,81,400/-, plus TDS of Rs. 2,18,600/-, the payment of which is acknowledged as received by the PURCHASER/DEVELOPER & THE OWNER.
- b) The balance consideration of Rupees Ninety One Lakhs shall be paid within twelve Months from the date of signing of the present agreement.

2. IN CASE OF DEFAULT IN PAYMENT:

- 2.1 In case the payment of consideration as mentioned hereinabove is not made within the stipulated time to the OWNERS grace period of 15 days shall be granted only upon written request of the PURCHASER/DEVELOPER, if the PURCHASER/DEVELOPER fails to make such payment even within the grace period granted, PURCHASER/DEVELOPER shall be responsible and liable to pay the balance consideration at the rate of 8% per annum from the date it is first due till the same is actually realized.

PROJECT COST

The BUILDER alone undertakes to bear and pay the entire Project Cost. The term "Project Cost" shall mean the entire cost of the Project which shall include the following:-

- a) All costs of approvals for the purpose of development of the SAID PROPERTY;
- b) All premium and other refundable and non-refundable deposits to the Mormugao Municipal Council, civic authorities, and all other authorities and all other fee, levy, charges, etc required to be paid for the entire FAR of the SAID PROPERTY and approval of the plans of the said Project;
- c) Cost towards municipal taxes and all other land related outgoing till the date of Completion (defined below) d) Cost of excavation of the SAID PLOT
- d) Cost of construction and all other costs and expenses incidental thereto;
- e) Cost of all professionals of the Project including the architects, RCC consultants, landscaping experts, any matters in court/ tribunal/ quasi-judicial authority/ revenue departments/ survey department or any administrative authorities advocates, solicitors, any other consultants/advisors, etc.
- f) Any other costs and expenses that may be incurred for the construction of the said project.



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3.2 Any costs and expenses that the PURCHASER/DEVELOPER & the BUILDER has to expend for reasons attributable to the OWNER, i.e. any matter arising due to dispute of title of owner to the said property only, shall be borne and paid by the OWNER, such as legal expense incurred to file/defend any litigation/s in respect of the SAID PROPERTY, cost towards changes in the OWNER'S PREMISES suggested by the OWNER, costs towards specifications suggested by the OWNER vide a written letter only, other than the specification agreed to be provided by the BUILDER & THE PURCHASER/DEVELOPER. The costs towards stamp duty and registration of this agreement shall be borne and paid by the BUILDER only.

4. OWNERSHIP OF THE PREMISES:

- 4.1. The construction of OWNER'S PREMISES at the cost and expense of PURCHASER/DEVELOPER & BUILDER and allotment of the same to the OWNER is the consideration payable by the PURCHASER/DEVELOPER to the OWNER in respect of the SAID PROPERTY and the PURCHASER/DEVELOPER has also agreed to pay a consideration of Rupees One Crore Ninety One Lakhs, of which Rs. 1,00,00,000/- is paid today and the balance consideration of Rs. 91,00,000/- to be paid within 12 months with interest at the rate of 8% per annum from the date it is first due till the same is actually realized and the PURCHASER/DEVELOPER shall remain duty bound to the OWNER till the entire consideration is paid and the OWNER'S PREMISES are transferred to the OWNER and the BUILDER shall remain duty bound to the PURCHASER/DEVELOPER till the entire consideration as agreed to be paid to the PURCHASER/DEVELOPER is paid by the BUILDER.
- 4.2. The OWNER'S PREMISES shall be owned by the OWNER, which shall be of such specification as provided in the SCHEDULE C hereunder written and shall belong to the ownership of the OWNER along with the proportionate undivided share of land in the SAID PROPERTY corresponding to the OWNER'S PREMISES.

The OWNER agrees that as the BUILDER'S PREMISES shall be constructed by the BUILDER at his own cost and expenses, he shall become the absolute owner of the BUILDER'S PREMISES automatically being all premises not specified in SCHEDULE B inclusive of all parking slots (except those allotted to the OWNER) and other common area, premises and structures in the SAID PROJECT and no separate deed shall be required to be executed to transfer the ownership/title of the BUILDER'S PREMISES, except to convey the undivided proportionate share in the SAID PROPERTY corresponding to the BUILDER'S

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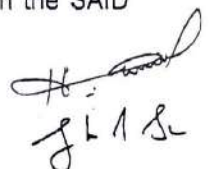
PREMISES. The OWNER undertakes to convey the title of the undivided proportionate share in the land appurtenant to the BUILDER'S PREMISES and such other areas, premises and structures (not forming the subject matter of SCHEDULE B) upon completion and handing over of the BUILDER, OWNERS'S PREMISES, either by executing Deed of Exchange or Deed of Sale as desired by the DEVELOPER either in his favour or in favour of his nominee/s and pending such transfer, the OWNER undertakes to execute agreements with third parties in respect of the BUILDER'S PREMISES and make itself available at the registration office at the cost of the BUILDER, as and when called upon by the BUILDER.

5. DECISION MAKING:

- 5.1. All decisions in respect of the Said Project not limited to approval/revision of plans, shall be taken by the PURCHASER/DEVELOPER BUILDER and shall be final and binding on the OWNER, for which the PURCHASER/DEVELOPER has no objection and such decisions shall be conveyed by the BUILDER by a written letter to the PURCHASER/DEVELOPER/OWNER.
- 5.2. At the absolute discretion of the PURCHASER/DEVELOPER BUILDER the plans of the SAID PROJECT may be varied or revised or modified from time to time and no consent of the OWNER shall be required to be obtained except where such variations or modifications reduces by more than 5% the super built up area agreed to be allotted to the OWNER in the SAID PROJECT. Such variations shall be considered at the time of calculation of final area as mentioned above.
- 5.3. If there is any reduction in the super built up area agreed to be allotted to the OWNER then PURCHASER/DEVELOPER & BUILDER shall pay to the OWNER the cost of construction per Sq. meter of deficit area within 15 days of written demand by the OWNER, failing which the OWNER shall be entitled to file a suit or legal proceedings in court of law for the specific performance of the said agreement and the PURCHASER/DEVELOPER & BUILDER shall be jointly liable to pay unto the owners.

6. AUTHORIZATIONS TO THE DEVELOPER:

- 6.1 The OWNER hereby grants the access to the PURCHASER/DEVELOPER & BUILDER to enter upon the SAID PROPERTY and to carry on the work of development, cleaning and clearing of the SAID PROPERTY as well as the work of the construction of the Said Project in the SAID PROPERTY.



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6.2 The BUILDER is hereby authorized to make necessary application and obtain at his cost and expense, electricity connection, water connections from the competent authorities in the SAID PROPERTY to facilitate the carrying out the work of development and construction thereon and as and when required, the OWNER shall give their no objection in writing.

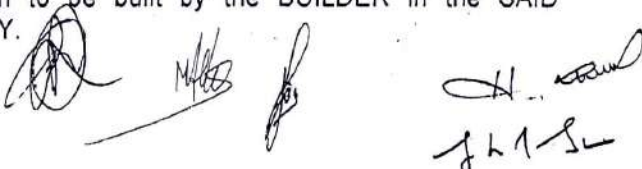
6.3 The PURCHASER/DEVELOPER &/or BUILDER shall be entitled to sign all such applications, papers as are reasonably and legally necessary and required for the development of the SAID PROPERTY, for approval of plans, obtaining all other sanctions, approvals, occupancy certificate and building completion certificate; and construction of said project thereon. Further, the OWNER agrees that they shall sign, execute and verify all applications, forms and documents or papers of any description including drawings, plans, letters and forms as may be necessary to be signed and filed before the proper authorities. The OWNER agrees to execute in favour of the PURCHASER/DEVELOPER or his nominee, power of attorney for effective performance of this agreement and development of the SAID PROPERTY, as and when requested by the PURCHASER/DEVELOPER/BUILDER.

6.4 All such consideration to be paid to the OWNERS in cash shall be paid by DEVELOPER/PURCHASER and BUILDER shall be liable to pay such consideration to the DEVELOPER/PURCHASER, however the OWNERS PREMISES as agreed shall be transferred to the OWNERS or any of its nominee by DEVELOPER/PURCHASER & BUILDER jointly.

7. REPRESENTATIONS, WARRANTIES, DECLARATIONS, COVENANTS, AND OBLIGATIONS OF THE OWNER:

7.1. The OWNER at no point of time shall obstruct/block the PURCHASER/DEVELOPER & BUILDER, its representatives, agents, employees, servants and their vehicles from having free access to the SAID PROPERTY.

7.2. During the subsistence of this Agreement, the PURCHASER/DEVELOPER & BUILDER shall be freely allowed to enter and remain along with equipment's, contractors, employees and workers of the BUILDER for the purpose of implementation of the Project and the OWNER shall neither obstruct the BUILDER nor interfere with the proposed construction or any part of the construction to be built by the BUILDER in the SAID PROPERTY.



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- 7.3. In case the work of the Project is stopped or hindered/obstructed by any third party either physically or through court order due to any reason attributable to the OWNER or otherwise, the OWNER or due to right of way claimed by any of the person the OWNER shall stand by and support the PURCHASER/DEVELOPER & BUILDER in the matter of all such claims arising there from at their cost and to remove such obstructions and that the BUILDERS shall be allowed allowance of time taken to settle such dispute in the matter of completion of the SAID PROJECT.
- 7.4. The SAID PROPERTY shall be developed within 48 months from the date of obtaining all the permissions and licenses to start and carry on the construction and subject to the conditions laid down in clause 8 and the OWNER undertakes to co-operate and not create any obstructions or hindrance to the development during such period on any ground whatsoever.

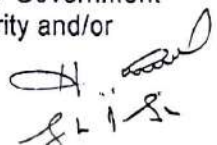
8. COMMENCEMENT AND PERIOD OF COMPLETION:

8.1 The BUILDER shall commence construction of SAID PROJECT within 48 month from the date of obtaining of development permission each and every other permission /NOC to start the construction License and shall complete the same within 48 months from the date of commencement thereof. The time for commencing development may stand extended by such time as shall be mutually decided or due to any time during which the work is stopped by court order or by physical force by any third party.

8.2 Subject to Force Majeure, the PURCHASER/DEVELOPER & BUILDER shall complete the Said Project in all respects as aforesaid within a period of 48 months from the date of obtaining construction license from the Mormugao Municipality and all other permission /NOC to start the construction and of obtaining of Environmental Clearance Certificate (if any). The term "Completion" shall mean the construction of the Said Project and issuance of Certificate of Completion by the Architect of the BUILDER. Provided that the parties may decide to extend the period of Completion by mutual agreement in view of the market conditions which may prevail from time to time. Further provided, that any period of time which may reasonably be lost due to Force Majeure conditions or any time lost before Arbitrator due to reasons of any dispute arising between the parties hereto shall also be excluded for the purpose of computation of the period of Completion.

8.3 The term "Force Majeure" shall mean the following:-

- a) Non availability of construction material;
- b) Any notice, order, rules, notification of the Government and/or any other public or competent authority and/or



any judicial authority or Municipality or Collector or other authorities or circular or notification issued by government as may temporarily disrupt the construction of the Project; and

- c) Any other factor disrupting the Project due to any change in law, general law and order position, strike, or any other War, armed rebellion, civil disturbance or natural calamity, pandemic agitation by locals/organizations etc. due to which construction work could not be completed;
- d) Delay on the part of Government/Statutory/Civic Authority in approving the revised/altered plan or for granting any permission/approval/NOC or delay in issuing Occupancy Certificate and or Completion Certificate and or releasing water and or electric supply;
- e) Alteration required in the premises by the OWNER or purchaser of OWNER'S PREMISES and BUILDER'S PREMISES;
- f) For any other reasons beyond the control the BUILDER which shall be limited to the pandemic situation.

The PURCHASER/DEVELOPER & BUILDER shall be entitled for reasonable extension of time for the completion of the Said Project in case the construction of the Said Project is hampered or stopped for any reason of Force Majeure or pandemic situation. Such period during which the work was stopped due to Force Majeure shall be excluded calculating the completion period of completion.



8.5 Subject to the above, if the BUILDER fails to complete the SAID PROJECT, within the agreed period of 48 months or within the extended time, the BUILDER shall be liable to pay to PURCHASER/DEVELOPER BUILDER, a compensation of Rs 14000/ per month, per flat in said project till such time it is completed and handed over to the OWNERS and the same liability as mentioned in this clause shall be imposed on the PURCHASER/DEVELOPER to pay the rent as mentioned above to the OWNERS.

8.6 It shall be the sole responsibility of the OWNERS to ensure that all the authorizations, approvals, permissions from the Superiors / Seccao do Confraria or any like authority to which the OWNERS are bound, for the project are valid and subsisting during the period of construction till such time it is completed and handed over in terms of this Agreement. The terms and conditions of this Agreement shall be binding on all the parties including the successive Managing committees of Confraria.

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9. OTHER MUTUAL COVENANTS OF THE PARTIES:

9.1 The OWNERS and the PURCHASER/DEVELOPER shall join as consenting parties and execute the agreement for sale/construction and sale/sale deed/s and all other deeds and documents in relation to sale of the respective premises in the Said Project, either in favour of the BUILDER or their respective nominee/s, including allotment letters, NOC for raising of loan by any buyer for purchase of the premises, registration of documents, etc. The OWNER shall transfer the undivided proportionate share of the SAID PROPERTY corresponding to the BUILDER'S PREMISES either by executing Deed of Exchange/Conveyance/Sale Deed/s in favour of the DEVELOPER/Society or its nominee. In case of Deed of Exchange the cost of stamp duty and registration fees shall be borne and paid by such BUILDER/society or his nominee.

9.2 The parties shall be entitled to create any charge, lien, mortgage or any encumbrance by whatever name called on their respective distributed premises, however, no liability thereof shall be imposed on the other party. The BUILDER exclusively may issue N.O.C. for mortgage to any bank for grant of financial assistance to any purchaser of the BUILDER'S PREMISES in the SAID PROJECT in the SAID PROPERTY, without any liability to the OWNER. Similarly, the OWNER exclusively may issue N.O.C. for mortgage to any bank for grant of financial assistance to any purchaser of the OWNER'S PREMISES in the SAID PROJECT in the SAID PROPERTY, without any liability to the PURCHASER/DEVELOPER & BUILDER.

9.3 Nothing contained in this Agreement shall be deemed to constitute a partnership or association of persons by and between the parties hereto. It is hereby expressly agreed and declared that each of the parties has undertaken its respective mutually exclusive respective obligations and has independent and mutually exclusive rights specified hereinabove on their own account and on principal to principal basis and not on behalf of or on account of or as agent of any of them or of anyone else. The parties herein shall discharge their mutually exclusive obligations as are set out herein without any common control. Each party shall be liable to offer its respective share to taxation after taking credit for its respective costs without any clubbing with the income or expenditure of the other and without any recourse to the other.

9.4 The BUILDER at its own cost and expense shall register the project with the Real Estate Regulatory Authority (RERA). The OWNER, however, acknowledges that it shall be also a joint promoter along with the PURCHASER/DEVELOPER & BUILDER under the



provision of RERA and shall provide complete cooperation to the PURCHASER/DEVELOPER & BUILDER in complying with procedural requirements. Where any joint account/s is required to be opened under the provisions of the RERA, the VENDOR OWNER shall authorize the PURCHASER/DEVELOPER & BUILDER to operate such account/s and any losses/liability if any arises during such time the BUILDER shall be liable for the payment of the same.

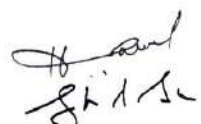
10. PROCEDURE FOR TAKING POSSESSION -

10.1 The PURCHASER/DEVELOPER & the BUILDER upon obtaining the occupancy certificate from the competent authority shall offer in writing, the possession of the OWNER'S PREMISES, to the OWNER in terms of this Agreement, to be taken within 15 days (fifteen days) from the date of issue of such notice and the PURCHASER/DEVELOPER & BUILDER shall give possession of the Said Premises to the OWNER or to its nominee, the OWNER or to its nominee is not guilty of any provisions of this agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

If the OWNER or to its nominee refuses to accept the written letter or the written letter could not be served on the registered address, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of letter for the purpose of counting the period of letter.

11. INDEMNITY:

11.1 The BUILDER hereby indemnify and keep indemnified the OWNERS & PURCHASER/DEVELOPER from all claims for/against all the 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 A 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 OWNERS &/or the PURCHASER DEVELOPER. It has been specifically and expressly agreed herein that the development right of the SAID PROPERTY unto the PURCHASER/DEVELOPER BUILDER has strictly been granted on as is where is basis without any further obligation, liability, responsibility of the



OWNERS in any manner whatsoever and it shall be the entire duty, liability, obligation and responsibility of the PURCHASER/DEVELOPER & BUILDER at their own cost, risk and expense to undertake such development and/or construction.

11.2 In case of any litigation or dispute arising out of breach of any rules and law, while construction, the BUILDER shall be responsible for the same and the BUILDER shall be liable to defend the same at their expenses and shall indemnify and keep indemnified the OWNERS & the PURCHASER/DEVELOPER about the same.

11.3 That any loans or any other form of consideration taken by the BUILDER to complete the said project from any bank/institution/credit society/person etc., shall be the sole responsibility of the BUILDER and the BUILDER indemnifies the PURCHASER/DEVELOPER & the OWNER from the liability of such payment.

11.4 The BUILDER hereby indemnifies the OWNER/PURCHASER from the liability/responsibility of any nature for any kind of commitments made by him to the third party/Purchasers and the BUILDER hereby undertakes that he shall take the sole responsibility of such liabilities/responsibilities and at any time if the OWNER or the PURCHASER/DEVELOPER has to bear losses for the commitments of the BUILDER, the BUILDER shall compensate such losses as per law.

12. RIGHT OF WAY:

A right of way is seen recorded in favour of family of Mr. Jose Maria Gorgoneo Dias and others staying in the property shown under Chalta No. 3 & 4 of Vasco Citto come to the main road from their house and the PURCHASER/DEVELOPER & BUILDER shall maintain the right of way to the said people mentioned in the property card and any obstruction of such right of way by the PURCHASER/DEVELOPER & BUILDER shall be the responsibility of the PURCHASER/DEVELOPER & BUILDER and he shall be solely responsible for any legal consequences arising thereof.

13. Notwithstanding what has been agreed herein above, the parties hereto agree to following:

- a) The OWNER and PURCHASER/DEVELOPER & BUILDER undertake to remain present at cost and expense of the PURCHASER/DEVELOPER & BUILDER, without any delay, every time and as many times as required and as and when called, for execution, registration and admission of the



agreement or sale deed with third party in respect of the OWNER'S PREMISES or BUILDER'S PREMISES at the cost of the PURCHASER/DEVELOPER & BUILDER or such third party who shall benefit from such transaction to be constructed in the SAID PROPERTY;

14. CHANGE IN EXISTING FAR:

If the existing Zone of the SAID PLOT gets converted and thereby it results in enhancement in the present FAR in area available for further construction/sale, the BUILDER shall be exclusively entitled to consume more FAR of such additional/extra Floor Area available and which can be utilized by the BUILDER for construction; and such additional constructed premises shall belong to the ownership of the BUILDER and shall be considered as BUILDER'S PREMISES for all purposes. The OWNER shall have no right or claim over such FAR and or additional construction done nor shall be entitled to any compensation consideration for such benefit received by the BUILDER.

In the event, the builder acquires right to develop any of the adjacent property, the purchaser developer shall have no objection for the builder to amalgamate such adjacent plot with the said property provided that the owner's allocation of the premises shall not be adversely affected. It is further agreed by the Owners/Purchaser Developer that in case of such amalgamation of property, they shall not be entitled to any enhancement or addition of the consideration agreed to be paid under this agreement by the builder. Furthermore the owner shall give their no objection for such amalgamation of plots as well as sign and execute necessary papers for carrying out such amalgamation.

16. Parking:

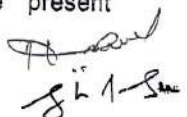
Basement parking shall be provided to both the flats allotted to the owners which is hereinabove known as OWNERS PREMISES and the basement parking is better identified in red in the plan annexed hereto.

17. NAME OF THE PROJECT:

The Entire Development of the project shall be under the exclusive branding of the OWNER and the name of the complex shall be subject to the exclusive decision of the OWNERS.

18. DISPUTE RESOLUTION:

All disputes arising between the parties in respect of the present agreement shall be resolved only by filing legal proceedings in the court of law and the parties herein shall be entitled to specific performance of the present agreement.



19. The cost and expenditure including the payment of stamp duty for the present agreement and any future agreement/sale deed or conveyance deed of any nature shall be borne by the BUILDER.
20. That for the purpose of stamp duty, the SAID PROPERTY is valued at Rs.2,18,60,000/- (Rupees Two Crore Eighteen Laksh Sixty Thousand Only) and accordingly the stamp duty of Rs.9,83,700/- is paid herewith.

SCHEDULE A (OF THE SAID ENTIRE PROPERTY)

ALL THAT landed property known as "FONDADY", situated in the City of Vasco-Da-Gama, within the jurisdiction of Mormugao Municipal Council, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of the Comarca of Salcete, enrolled at the Taluka Revenue Office under Matriz No.379, admeasuring an area of 905 sq. mtrs., surveyed under Chalta No.5 of P.T. Sheet No.92 of Vasco City, and bounded as under:-

East: By plot Fondandy of Maria Ligorihô Da Costa;
 West: By property of Maria Fatima Dôres E Silva;
 By Pukka Road; and
 South: By paddy field of Comunidade of Mormugao.

SCHEDULE B

(of the OWNER'S PREMISES)

ALL THAT Two Flats on the Third and the Fourth Floor, admeasuring an area of 92 sq. mtrs., each alongwith basement parking for the respective flats and more better identified and marked in red in the plan annexed hereto.

East: set back, subject to change;
 West: dead wall beyond which lies property under Chalta No. 79 of P. T. Sheet No. 92;
 North: facing corridor; and
 South: set back rear

SCHEDULE C

(Specification for Owner's Premises)

SPECIFICATIONS

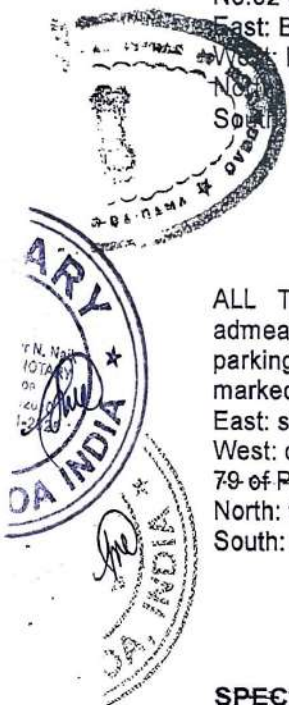
FLOORING:

- Vitrified tiles for flooring;
- Non-skid tiles for bathroom and full height ceramic tiles for walls.

WINDOWS:

- Powder coated aluminum sliding windows 3/4".
- Granite ledges for windowsills;





DOORS:

- Main door of teakwood frame plus shutter; Night Latch of (Godrej/Europa) safety Chain Peep Hole, Door stopper, tower bolts, Aldrops.
- Bedroom/ Balcony doors of Matti wood frame of flush wood with French polish/painted;
- Bathroom doors of FRP;
- Other Doors with, Door Handle aldrop tower Bolts, Door stopper.
- Main door- Bras handle
- And other doors- S/Steel

KITCHEN:

- Granite platform with stainless steel sink/ strainer;
- Ceramic wall tiles;
- Aqua Guard Filter provision;
- Washing machine point;
- 15 AMS points for kitchen appliances;
- Provision for exhaust fan,
- Loft in kitchen

BEDROOM

- A/C points in bedrooms;
- Loft in bedroom

ELECTRICALS:

- phase connection
- Concealed wiring with Finolex wires and modular switches/sockets of 'ROMA' or equivalent make;
- Inverter provision;

WATER SUPPLY:

- Concealed piping of PVC;
- Hot and cold water provision;
- Underground sump
- Overhead water tank
- Water pump;

BATHROOMS:

- European W.C. with flush tank. (CERA)
- Wash basin with granite counter;(in master bath)
- Plumbing fittings of "Jaguar".
- Geyser points in bathrooms;
- Provision for exhaust fan

PAINTING:

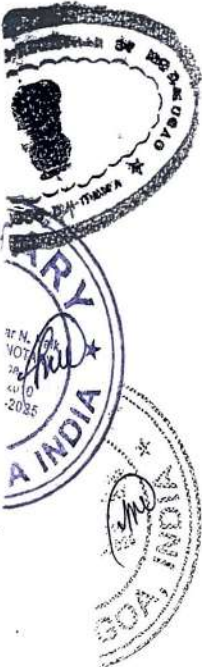
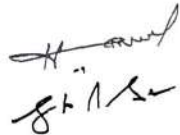
- External Apex paint
- Internal acrylic paint




Handwritten signature
J. K. S.

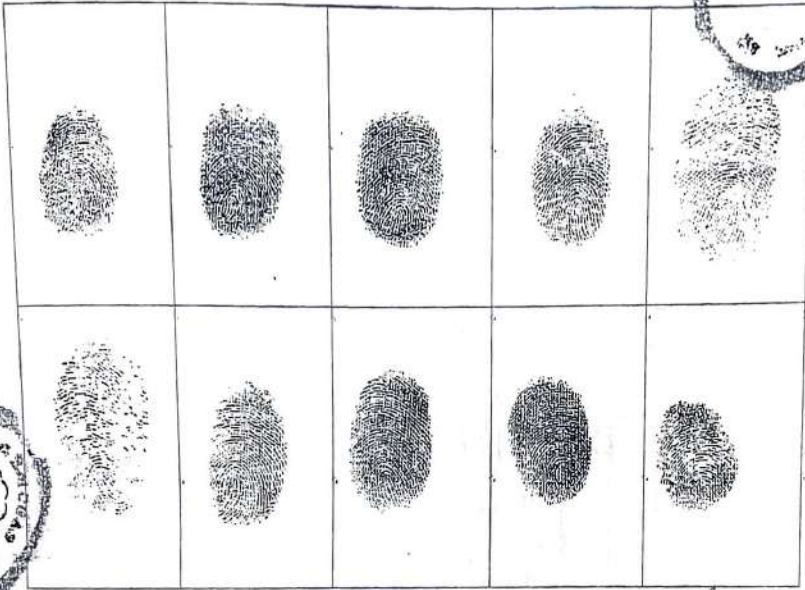
Extra works as requested by OWNER vide a written letter addressed by Regd. AD Post shall be executed on request of OWNER at proper construction stages and charged extra as per prevailing market rates. An estimate will be given by the PURCHASER/DEVELOPER as per the requirement of the OWNER and 100% of the estimate amount will be paid in advance by the OWNER. The detailed bill will be submitted on completion of any such works.

IN WITNESS WHEREOF the parties to these presents have signed and subscribed their respective hands on the day, month and the year first herein above mentioned.



SIGNED, SEALED AND DELIVERED
BY THE WITHINAMEDOWNER:
Through its PRESIDENT
MR. RALPH DOMINICK TRINADADE


(Signature)



SIGNED, SEALED AND DELIVERED
BY THE WITHINAMEDOWNER:
Through its TREASURER
MS. MARTHA FERNANDES

Martha Fernandes
(Signature)





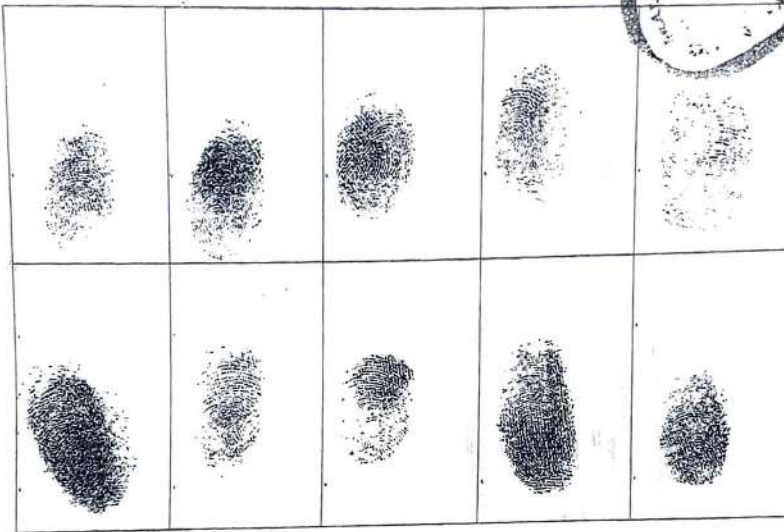
MS *R*

Haul
8-1-25

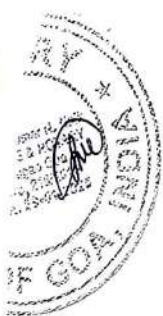
SIGNED, SEALED AND DELIVERED
BY THE WITHINAMEDOWNER:
Through its attorney
MR. JOSE TELESFORO FARIA



(Signature)

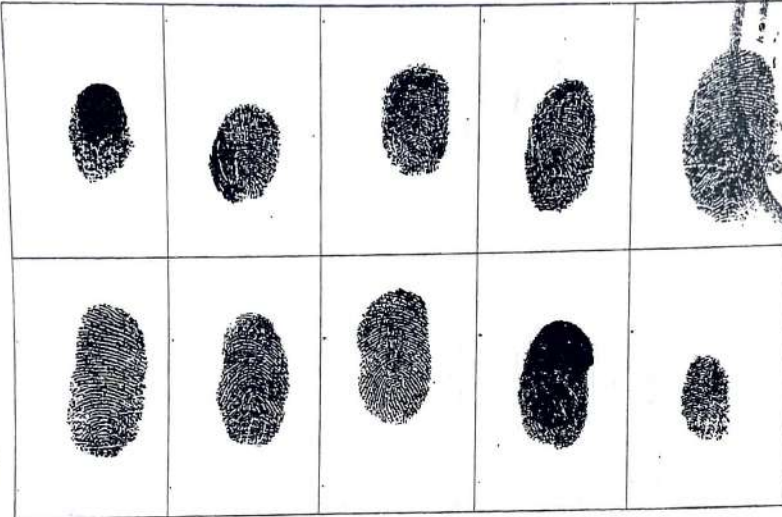


Hand
8/1/21



SIGNED, SEALED AND DELIVERED
BY THE WITHINAMED PURCHASER/DEVELOPER:
Represented by MR. GUSTAVO DE SOUZA


G. A. Souza
(Signature)



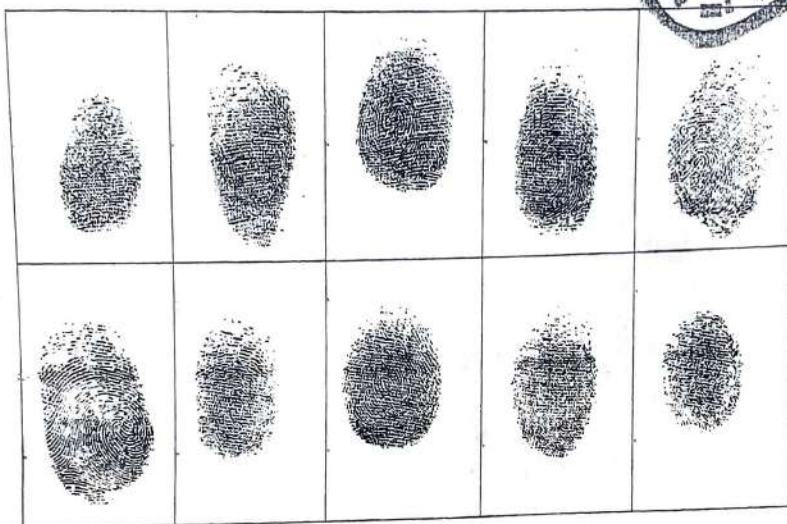
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SIGNED, SEALED AND DELIVERED
BY THE WITHINAMED BUILDER:
EXPERT BUILDERS
Through its Proprietor
MR. H. HASAN PILAR



(Signature)



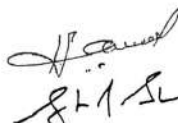
Witnesses:

1. SUVARN. S. TANIVADE, 

2. ELYAS. K. N. 





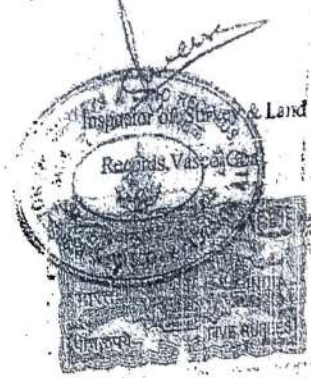


GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 VASCO - GOA

Inward No. 7004



Plan showing plots situated at
 Vasco City
 PTS.No - 92 / Chalta No. 5
 Scale 1:500



Computer Generated By: C.S. JALMI
 On 14-10-2014

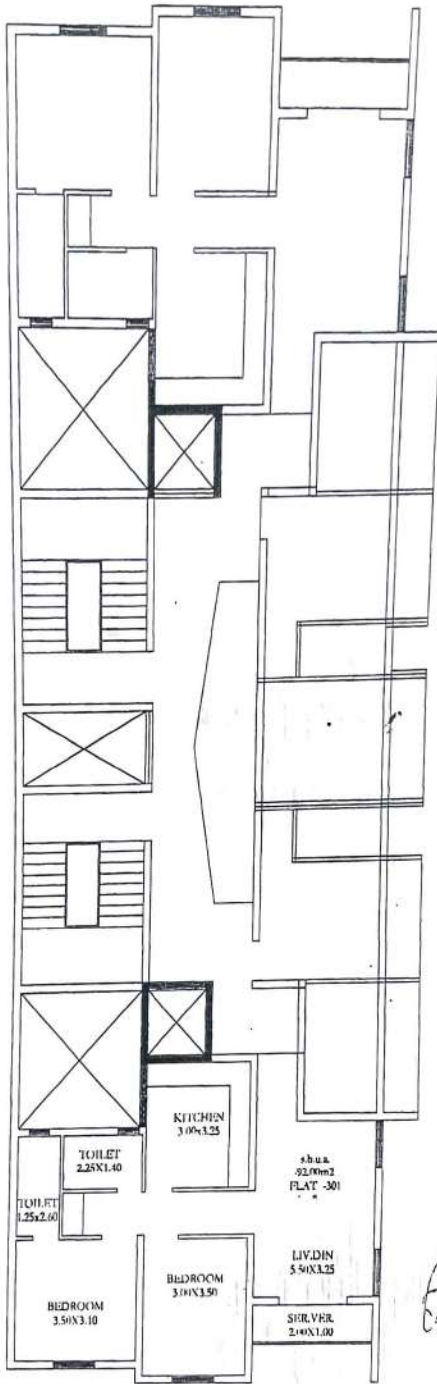
Checked by:

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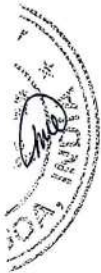
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MAIN ROAD

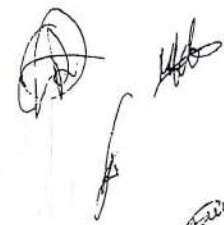
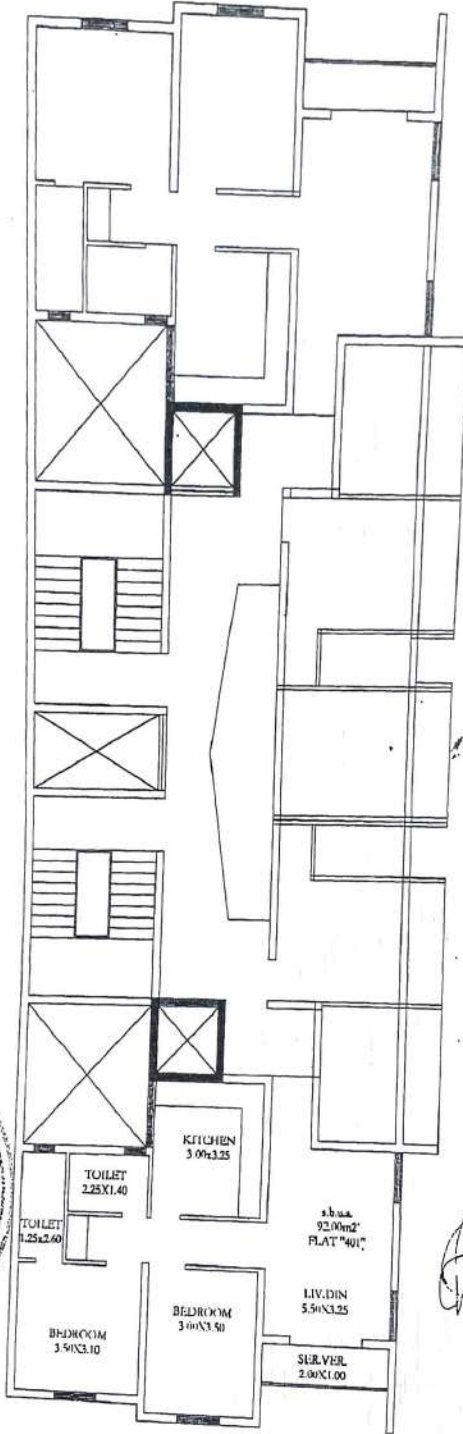


THIRD FLOOR PLAN



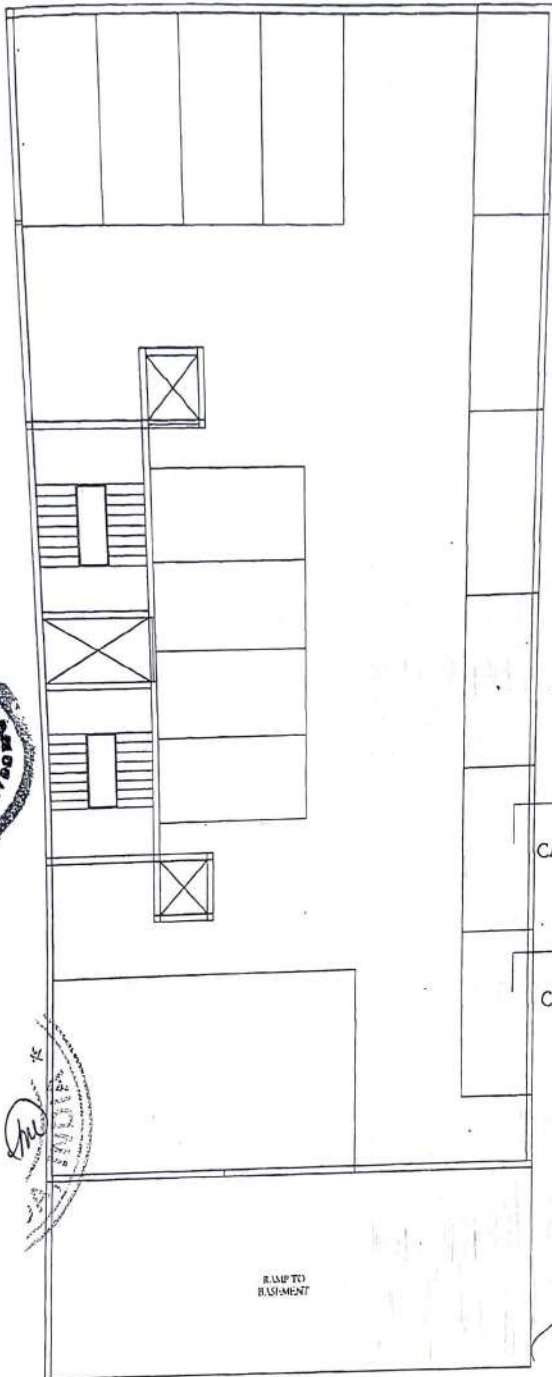
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7
MAIN ROAD



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H...

FOURTH FLOOR PLAN



CAR PARKING FOR
FLAT -301"

CAR PARKING FOR
FLAT -401"

RAMP TO
BASEMENT

BASEMENT
FLOOR PLAN



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[Handwritten signature]



Government of Goa

Document Registration Summary 2

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

Date & Time : - 01-Mar-2022 11:15:16 am

Document Serial Number :- 2022-MOR-342

Presented at 11:00:05 am on 01-Mar-2022 In the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	634000
2	Registration Fee	655800
3	Processing Fee	500
Total		1290300

Stamp Duty Required :634000/-

Stamp Duty Paid : 983700/-

Presenter






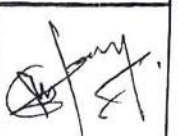
Sr.No	Party Name and Address	Photo	Thumb	Signature
1	H Hasan Pilar ,Father Name:Ahmed, Age: 52, Marital Status: Married ,Gender:Male, Occupation: Business, Address1 - F3 Gabmar Apartments Fr Joseph Vaz Road Vasco da Gama Goa, Address2 - , PAN No.:			

executer

Sr.No	Party Name and Address	Photo	Thumb	Signature
1	Gustavo De Souza , Father Name:Late Joaquim Rosario De Souza, Age: 66, Marital Status: Married ,Gender:Male, Occupation: Business, F01 first floor Sapna Terrace Near St Andrews Church Vasco da Gama Goa, PAN No.:			
2	H Hasan Pilar , Father Name:Ahmed, Age: 52, Marital Status: Married ,Gender:Male, Occupation: Business, F3 Gabmar Apartments Fr Joseph Vaz Road Vasco da Gama Goa, PAN No.:			
3	Ralph Dominick Trindade , , Age: , Marital Status: , Gender:, Occupation: , Vasco da Gama GoaPan/Im, PAN No.:			
4	Ms Martha Fernandes , , Age: , Marital Status: , Gender:, Occupation: , Vasco da Gama GoaPan/Im, PAN No.:			
5	Mr Jose Telesforo Farla , , Age: , Marital Status: , Gender:, Occupation: , Vasco da Gama GoaPan/Im, PAN No.:			

Witness:

to Individually/Collectively recognize the Document

S.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Suvarna Sudhakar Tanavade, Age: 51, DOB: , Mobile: , Email: , Occupation: Business , Marital status : Married , Address: 403802, Vasco Da Gama, Mormugao, South Goa, Goa			
2	Name: Mohammed Salim Dastagir, Age: 47, DOB: , Mobile: , Email: , Occupation: Business , Marital status : Married , Address: 403802, Vasco Da Gama, Mormugao, South Goa, Goa			

Sub Registrar

~~SUB REGISTRAR~~
MORMUGAO

Document Serial Number :- 2022-MOR-342

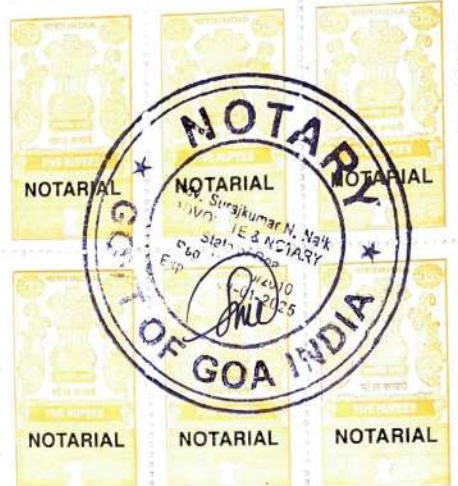



Document Serial No:-2022-MOR-342

Book :- 1 Document
Registration Number :- **MOR-1-334-2022**
Date : 01-Mar-2022

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Mormugao)

**SUB REGISTRAR
MORMUGAO**




Adv. Surajkumar N. Naik
NOTARY
STATE OF GOA
36, Ground Floor, Apna Bazar, Bldg.,
VASCO-DA-GAMA, GOA - 403 802

Date : 01/03/2022
Reg. No. : 4097/pon


Adv. Surajkumar N. Naik
NOTARY
STATE OF GOA

36, Ground Floor, Apna Bazar, Bldg.,
VASCO-DA-GAMA, GOA - 403 802
Date : 03/03/2023
Reg. No. : 3638/2023