



गोवा GOA

237370

Serial No. L5998 Place of St. Vennd Mapusa Date

Value of Stamp paper Theresa Bensaibes

Name of Purchaser

Residence at Condolim Son of Mgonadues

Signature of Vendor [Signature] Signature of Purchaser

C / J PANJIT - LIC NO. AC/ST/VEN/84/2003

21/8/14

AGREEMENT OF SALE CUM DEVELOPMENT

This Agreement is made at Mapusa, Bardez,

Goa, on this 25th November, 2015
or REGAL ESTATE DEVELOPERS

For REGAL ESTATE DEVELOPERS

[Signature]

[Signature]
Partner

[Signature]
Partner

BETWEEN

(1) **Mrs. Theresa Gonsalves** , daughter of late Cajeton Alphonso, aged 61 years, in Business, having Pan Card No. ACVPG0641E and her husband (2) **Mr. SHELLEY GONSALVES**, son of late Joseph Gonsalves, aged 65 years, in business, having Pan Card No. ACVPG0642H, both Indian Nationals , and presently residing at House No.581/A, Murrod Vaddo, Candolim, Bardez, Goa hereinafter referred to as the VENDORS (which term and expression shall include its heirs, nominees, assigns, executors, successors, administrators and/or representatives) of the FIRST PART

AND

M/S. REGAL ESTATE DEVELOPERS, a Partnership firm, Registered under No. 249, having Pan card No. AATFR2710F , having its registered address at Sea Shell Arcade, First Floor, H.No-581/SH/16 & 581/SH/17, Murrod Vaddo,

Candolim, ~~Bardez, Goa~~ **REGAL ESTATE DEVELOPERS** after known as

T. Gonsalves
Partner
S. Gonsalves
Partner

the **"PURCHASER/DEVELOPER"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, representatives, administrators and assigns) of the **SECOND PART.**

The Vendors have represented to the Developer that they are the owners and are in peaceful possession of **ALL THAT LANDED IMMOVABLE PROPERTY** known as **"SEQUERI WADO"** situated in the ward of Sequeira Vaddo, in the Village of Candolim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, along with the old dilapidated house existing therein, which property is neither registered in the Land Registration Office of Bardez, nor enrolled in the Taluka Revenue Office of Bardez, and is presently surveyed in the Record of Rights under Survey No. 231, Sub-division 8, of the Village of Candolim, admeasuring an area of 1,875 square metres, corresponding to Old Survey No. 497, and is presently ~~owned by the Vendor~~ **owned by the Vendor** **OF LEGAL ESTATE DEVELOPERS**

J. Gonsalves
J. Gonsalves
J. Gonsalves
J. Gonsalves

On the East: Partly by the property bearing Survey No. 231/6, corresponding to Old Survey No. 489, and partly by the property bearing Survey No. 231/11, corresponding to Old Survey No. 496, of the Village of Candolim.

On the West: Partly by the property bearing Survey No. 229/2 and partly by the Nullah/Rain Water drain,

On the North: Partly by the property bearing Survey No. 231/6, corresponding to Old Survey No. 489, and partly by the property bearing Survey No. 229/2 of the Village of Candolim, and;

On the South: By the property bearing Survey No. 231/11, corresponding to Old Survey No. 496, of the Village

of Candolim, ^{FOR} REGAL ESTATE DEVELOPERS
FOR REGAL ESTATE DEVELOPERS

Ronsalves

Ronsalves
Partner

Ronsalves
Partner

Ronsalves

The VENDORS have represented that vide sale deed dated 14th September 2011, registered with the sub - registrar of Bardez, Mapusa Goa under registration no. BRZ-BK-1-05157-2011 dated 03-11-2011, the Vendors have obtain absolute title and possession to the said property.

The Developer have approached the vendors to develop the said property in the manner laid down below and the Vendors agreed to the said proposal.

NOW THE AGREEMENT WITNESSES AS UNDER

1. The consideration for the said property is agreed at Rs.3,75,00,000/- (Rupees Three crores Seventy Five Lakhs only) [1875sqmts x Rs.20,000/-]. An amount of Rs.75,00,000/- (Seventy Five Lakhs only)to be paid to the Vendors by the **PURCHASER/DEVELOPER** at the time of Sale Deed of each villa as per

Schedule ^{for} **REGAL ESTATE DEVELOPERS**

Gonsalves

Gonsalves
Partner

Gonsalves
for **REGAL ESTATE DEVELOPERS**
Gonsalves

Partner

2. The VENDOR has obtained all the necessary permission to carry out the Construction on the said property which will be used by the **PURCHASER/DEVELOPER** for the construction of the said project: "**REGAL HIDEAWAY**"

3. The **PURCHASER/DEVELOPER** have agreed to build 5 villas and a swimming pool on the said property. On the sale of the 5 villas the **PURCHASER/DEVELOPER** will pay the vendor a total sum of Rs. 3,75,00,000 (Three crore Seventy Five Lakhs Only).

4. The said construction shall be done in the name of the VENDORS and the same shall be completed with Occupancy Certificate, within 36 months from the date after obtaining all necessary government licenses / approvals for the same.

5. The Vendors do hereby put the Purchaser/Developer in possession of the property in order to enable the **PURCHASER/DEVELOPER** to carry out the

development of ~~FOR REGAL ESTATE DEVELOPERS~~ work therein.

J. Gonsalves
Partner

J. Gonsalves
FOR ~~REGAL ESTATE DEVELOPERS~~

6. The VENDORS shall not interfere in any manner or cause any obstruction of whatsoever nature at the time of development/construction carried out by the **PURCHASER/DEVELOPER**. The VENDORS shall cooperate in all respects as maybe required to get the necessary approvals/sanctions to carry out the construction

7. The Vendors shall execute necessary conveyance/s in favour of the **PURCHASER/DEVELOPER** or his nominee/s or in favour of any other person/s as indicated by the **PURCHASER/DEVELOPER** after the Vendors receive the full consideration for the land as per this agreement.

8. All the expenditure towards approvals, construction work and fees levied towards development shall be borne by the **PURCHASER/DEVELOPER** and the VENDORS shall not

be liable to incur any of this expenditure ~~whatsoever~~ **of LEGAL ESSTATE DEVELOPERS**

Monobhush
Monobhush
Partner

Monobhush

9. The VENDORS state that the said property is not subject to any notice or scheme or notification or proceedings under Land Acquisition Act or Requisition, Administration of Evacuee Properties Act, or reservation from the Government authorities or any other Public Body or authorities in respect of the same or any part thereof, under any provision of law or any other claims, demands, charges, penalties by any statutory authority and that no attachment or notice/s from the Central or State Government or any other local body or authority under any Act, or Scheme or Legislative Enactment, Government Ordinance, Order or notification including Notice/ Proceedings for Acquisition /Requisition had/has been received by/or served upon the Vendors and that the same or any part thereof are not subject to any attachment or recovery proceedings under the Income Tax Act, or any other act or statute,

law or regulation of the State of Karnataka for REGAL ESTATE DEVELOPERS

Genalves
Partner
Rosaalves
Partner

Rosaalves

10. The VENDORS assure the **PURCHASER/DEVELOPER** that they have not created any charge or encumbrance or other liability of any sort over the said properties. The same is free from any encumbrances whatsoever and VENDORS have absolute title and exclusive right to convey the same to the **PURCHASER/DEVELOPER**.

11. The Stamp duty and Registration fee shall be borne by the **PURCHASER/DEVELOPER**.

12. It is agreed that there shall be no variance with the terms hereof unless it is done by a document signed by both parties.

13. In case of any dispute in respect of the interpretation of the clauses / terms and conditions of this Agreement, the same shall be referred to arbitration in terms of **The**

Arbitration and Conciliation Act, 1996 and this Agreement shall be governed by the provisions of the Transfer of Property Act and the

Indian ~~CORPORATE~~ **REGAL ESTATE DEVELOPERS** ^{FOR REGAL ESTATE DEVELOPERS}

S. Gonsalves
Partner

S. Gonsalves

Partner

S. Gonsalves

SCHEDULE - I

ALL THAT LANDED IMMOVABLE PROPERTY known as "SEQUERI WADO" situated in the ward of Sequeira Vaddo, in the Village of Candolim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, along with the old dilapidated house existing therein, which property is neither registered in the Land Registration Office of Bardez, nor enrolled in the Taluka Revenue Office of Bardez, and is presently surveyed in the Record of Rights under Survey No. 231, Sub-division 8, of the Village of Candolim, admeasuring an area of 1,875 square metres, corresponding to Old Survey No. 497, and is presently bounded as under:

On the East: Partly by the property bearing Survey No. 231/6, corresponding to Old Survey No. 489, and partly by the property bearing Survey No. 231/11, corresponding to Old Survey No. 496, of the

Village of Candolim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, along with the old dilapidated house existing therein, which property is neither registered in the Land Registration Office of Bardez, nor enrolled in the Taluka Revenue Office of Bardez, and is presently surveyed in the Record of Rights under Survey No. 231, Sub-division 8, of the Village of Candolim, admeasuring an area of 1,875 square metres, corresponding to Old Survey No. 497, and is presently bounded as under:

Gonçalves

Gonçalves
Partner
Gonçalves

Village of Candolim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, along with the old dilapidated house existing therein, which property is neither registered in the Land Registration Office of Bardez, nor enrolled in the Taluka Revenue Office of Bardez, and is presently surveyed in the Record of Rights under Survey No. 231, Sub-division 8, of the Village of Candolim, admeasuring an area of 1,875 square metres, corresponding to Old Survey No. 497, and is presently bounded as under:

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On the North: Partly by the property bearing Survey No. 231/6, corresponding to Old Survey No. 489, and partly by the property bearing Survey No. 229/2 of the Village of Candolim, and;

On the South: By the property bearing Survey No. 231/11, corresponding to Old Survey No. 496, of the Village of Candolim,

Schedule I Property is better identified and delineated in the plan hereto annexed in red

boundary line.

OFFICIAL ESTIMATE DEVELOPERS OF INTEGRAL ESTATE DEVELOPERS

Ronachis
Partner

Ronachis
Partner

Ronachis

SCHEDULE - II

On Sale of Villa No. 1	20%	75,00,000/-
On Sale of Villa No. 2	20%	75,00,000/-
On Sale of Villa No. 3	20%	75,00,000/-
On Sale of Villa No. 4	20%	75,00,000/-
On Sale of Villa No. 5	20%	75,00,000/-

In WITNESS WHEREOF both the parties have made and signed this Agreement at Mapusa on this 25th day of November, 2015 out of their own free will and after understanding the contents thereof and in the presence of two

witnesses who are ~~DEVELOPERS~~ ~~herein below~~ ~~DEVELOPERS~~ ~~OF NEON DEVELOPERS~~

Gonsalves
Partner

Gonsalves

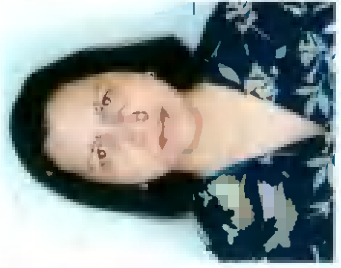
Gonsalves
Partner

Partner

VENDORS:

T Gonsalves

Mrs. THERESA GONSALVES



Fingerprints:

Left hand



1 _____



2 _____



3 _____



4 _____



5 _____

Right hand



1 _____



2 _____



3 _____



4 _____



5 _____

REAL ESTATE DEVELOPERS OF REAL ESTATE DEVELOPERS

T Gonsalves

T Gonsalves
Partner

T Gonsalves
Partner

T Gonsalves

Gonsalves

Mr. SHELLEY GONSALVES



Fingerprints:

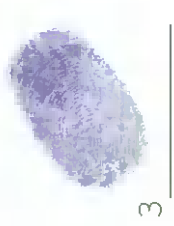
Left hand



1



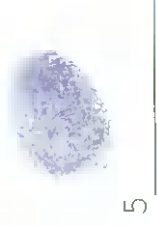
2



3



4



5

For REGAL ESTATE DEVELOPERS

Gonsalves

Partner

OF REGAL ESTATE DEVELOPERS

Gonsalves

Partner

Gonsalves

Right hand



1



2



3



4



5

OF REGAL ESTATE DEVELOPERS

Purchaser 1:

Gonsalves

M/s. REGAL ESTATE DEVELOPERS
Mr. Shelley Gonsalves (Partner)



Fingerprints:

Left hand



1



2



3



4



5

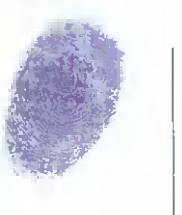
Right hand



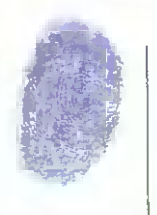
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2



3



4



5

For REGAL ESTATE DEVELOPERS

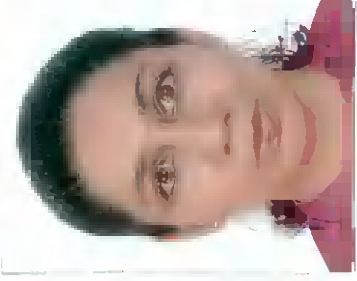
Gonsalves

Gonsalves
Partner

or REGAL ESTATE DEVELOPERS

Gonsalves
Partner
Gonsalves

Purchaser 2: _____



Gonsalves

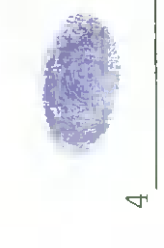
**M/s. REGAL ESTATE DEVELOPERS
Miss Genisha Gonsalves (Partner)**

Fingerprints:

Left hand



Right hand



For REGAL ESTATE DEVELOPERS

Gonsalves

Gonsalves
Partner

For REGAL ESTATE DEVELOPERS

Gonsalves
Partner

Gonsalves

Witnesses:

1. Armando ARMANDO A FERNANDES

2. Sanjay S. Gandolkar SANJAY S. GANDOLKAR
OF REGAL ESTATE DEVELOPERS

Sanjay S. Gandolkar
Partner

Sanjay S. Gandolkar
FOR REGAL ESTATE DEVELOPERS
Partner