AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made at Vasco-da-Gama, Mormugao-Goa on this **6th** day of the month of **OCTOBER** in the year **TWO THOUSAND AND TWENTY (06.10.2020)** by and;

BETWEEN

1. **M/S SHANTILAL REAL ESTATE SERVICES**, a registered partnership firm under the Indian Partnership Act, 1932, having their registered office at **Shop No. 11, Apna Bazar, 1st Floor, Vasco da Gama, Goa** with **PAN Card No.** [redacted] in this Agreement represented through one of its partners, **MR ASHWIN CHOLERA**, son of **late Shantilal Tulsidas**, aged about **60 years**, **businessman**, **married**, **Pan Card No.** [redacted], Indian National, resident of Chicalim, Goa **Aadhar Card number:** [redacted] **Mobile number:** [redacted] **Email id: shantilalrealestate@gmail.com**, hereinafter referred to as the **"OWNER/PROMOTER "** (which expression shall unless repugnant to the context or meaning thereof shall include its heirs, successors, executors, administrators, nominees, legal representatives and assigns) of the **FIRST PART**.

AND

2. **MR. ANDREW BRAGANZA**, son of **MR. RUPATO BRAGANZA** , aged about **53** years, **Married, Service**, holding PAN Card no. [redacted] Aadhar Card bearing No. [redacted] **, Indian National** Mobile No._____ , Email ID._____ and his Wife **2A. SUZANA FATIMA BRAGANZA,** daughter of MR._____ , holding

PAN Card no. _____, Aadhar Card bearing No. [redacted], **Indian National** Mobile No._____ , Email ID._____ both residents of **Flat No. 2, 2nd Floor, Rosario Chambers, Near St Andrew Church, Vasco-Da-Gama,Goa-403802**, hereinafter jointly referred to as **"ALLOTEE/PURCHASER"** (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include his/hers heirs, executors, administrators and permitted assigns) in this Agreement the **"ALLOTEE/PURCHASER"** is jointly represented by their Brother/Brother-in-Law Mr AGNELO BRAGANZA son of **MR. RUPATO BRAGANZA** , aged about **54** years, **Married, Service**, holding PAN Card no. **ALJPB5126E**, Aadhar Card bearing No. **9156 1807 1757, Indian National** Mobile No._____ , Email ID._____, resident of **Flat No. 2, 2nd Floor, Rosario Chambers, Near St Andrew Church, Vasco-Da-Gama,Goa-403802** vide Power of Attorney dated _____ duly notarised before Adv._____ having his/her office at _____, under registration no._____, of the **OTHER PART**.

A. WHEREAS, there exists a property known as "ASSOY" (aka Assoi) situated at Village Dabolim within the limits of Village Panchayat of Chicalim, Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, which shall hereinafter be referred to as the "said larger property" and is better described in Schedule I herein below.

B. AND WHEREAS, the said larger property was originally owned and possessed exclusively by Mr. Bernardino Teotonio Costa

alias Bernardino Teotonio da Costa and his wife Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa.

C. AND WHEREAS, said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa expired on 29th April, 1958 leaving behind as his moiety holder said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa and as his sole and universal heirs his following children namely:

I. Shri. Manuel Antonio Fonseca da Costa alias Manuel ConstancioD'Fonseca e Costa married to Smt. Lizette Assuncao Gomes e Costa alias Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes.

II. Francisco Antonio Trifonio da Costa married to Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa.

III. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa married to Dr. Xavier Pereira.

IV. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa, Divorcee

V. Smt. Angela Lira da Costa Gomes married to Filomeno Santana Maria Gomes alias Filomeno de Fonseca.

VI. Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa married to Smt. Selina Britto D'Costa alias Celina Brito.

VII. Shri. Valente das Dores Costa alias Valent das Dores Costa married to Maria Olga Correira Costa alias Maria Olga Correia Neves Costa.

VIII. Shri. Luis Fonseca Da Costa married to Albertina do Rosario Souza e Costa alias Albertina Rosario de Souza.

IX. Ivo dos Milagres Costa married to Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa.

D. AND WHEREAS, said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa expired on 7th May, 1966 leaving behind a Deed of Gift and Acceptance dated 2/3/1963 drawn before the Notary Babacier Menezes of Judicial Division of Mormugao, by virtue of which said Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa gifted her disposable share interalia in the said larger property to the extent of 1/3rd exclusively in favour of her son Mr. Luis Fonseca Da Costa.

E. AND WHEREAS, after the death of said Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, there surfaced a dispute among their heirs as regards the management and enjoyment interalia of the said larger property as a result of which a suit for Partition came to be instituted by some of the heirs namely Assiz Adolfo da Costa, Alice da Costa e Pereira and Albertina Eremita Josefa Rebelo e Costa (Plaintiffs) against Luis Fonseca Da Costa and Valente da Costa (Defendants) in the Court of Civil Judge Senior Division at Margao which came to be registered as a Special Civil Suit No. 44/1969.

F. AND WHEREAS, in the said civil suit namely Special Civil Suit No. 44/1969, all the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa decided to settle their disputes amicably and accordingly an Agreement dated 05/01/1971 came to be executed at Margao before the Chamber of 1st Officio Tribunal (Court) of the 'Comarca' of Salcete (Civil Judge Senior Division) with the intervention of all the heirs of late Mr. Bernardino Teotonio Costa alias

Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which formed part of record of the trial court based on which the said Special Civil Suit No. 44/1969 came to be decreed and or disposed off.

G. AND WHEREAS, in pursuance of the said understanding/Agreement dated 05/01/1971, duly recorded in the said Special Civil Suit No. 44/1969, the 1/3rd share interalia in the estate left behind by late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa which included the said larger property came to be allotted exclusively to said Luis Fonseca Da Costa and his wife Albertina do Rosario Souza e Costa and the balance 2/3rd share of the said larger property came to be allotted jointly to other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa namely:

   a. Francisco Antonio Trifonio da Costa and his wife Ana Alzira Barros da Costa,
   b. Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa widow of Dr. Xavier Pereira and their heirs namely Tolentino Pereira and his wife Cyntia Saldanha Pereira alias Synthia Saldanha, Paulo Viegas Pereira and his wife Maria da Lourdes Perera and Antonio Pereira,
   c. Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa,
   d. The heirs of late Ivo dos Milagres Costa namely Felix Carlos MilagresRebelo e Costa, Philip Estevao Rebelo e Costa and Alvaro Teotonio Rebelo e Costa,
   e. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Selina Britto Costa,

f. Angela Lira da Costa Gomes and her husband Filomeno Santana Maria Gomes alias Filomeno de Fonseca and
g. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correira Costa alias Maria Olga Correia Neves Costa.

H. AND WHEREAS, by virtue of the allotment and partition effected in the said suit, share of the said Mr. Luis Fonseca Da Costa came to be severed from the said larger property. The balance share in the said larger property continued to be owned and possessed as an independent and distinct unit disannexed from the said larger property, by the remaining heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca in terms of the Decree dated 15/10/1971 passed by the Court of Civil Judge Senior Division at Margao.

I. AND WHEREAS, somewhere in the year 1986, some of the heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca, a Civil suit came to be filed by Assis Adolfo da Costa alias Assiz Adolfo da Costa along with other heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa in the Court of Civil Judge Senior Division at Vasco bearing Special Civil Suit No. 29/86/A interalia seeking partition of their share of the said larger property by metes and bounds. The Court of Civil Judge Senior Division at Vasco decreed the said civil suit vide Judgment and Decree dated 09/10/2006, by virtue of which their share came to be partitioned and allotted to the respective heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da

Fonseca e Costa alias Helena Fonseca Costa based on the Commissioner's report filed in the said suit.

J. AND WHEREAS, being aggrieved by the Decree passed by the Court of Civil Judge Senior Division at Vasco in Special Civil Suit No. 29/86/A, an appeal came to be filed before the District Judge- I, FTC-I, South Goa, Margao which appeal came to be registered as a Regular Civil Appeal No. 427/2010/FTC-I and subsequently, upon the death of the respective children of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, their respective heirs came to be duly added as parties to the Regular Civil Appeal No. 427/2010/FTC-I as set out herein below:

I. That said Shri. Manuel Constancio D'Fonseca e Costa expired leaving behind as his moiety holder Smt. Liseta e Assumcao Gomes Costa alias Lizet De Assumsao Gomes and as sole and universal heirs following children namely:

a. Bernardino Gonsalo Gomes e Costa alias Bernardino Goncalo Gomes Costa married to Nazare da Conceicao Lopes Costa alias Nazare da Conceicao Lopes Costa.
b. Maria Helena Costa e Borges alias Maria Helena da Costa married to Antonio Braga Borges alias Antonio Jose Braga Borges.
c. Manule Fonseca de Costa alias Manuel da Fonseca e Costa.

II. That said Francisco Antonio Trifonio da Costa expired leaving behind as his moiety holder Ana Alzira Barros da Costa alias Ana Alzira Ines De Diniz Barros Costa and as sole and universal heirs following children namely :-

a. Rui Manuel de Barros Costa married Maria Flavia de Barros Costa
b. Jorge Gonsalo Barros Costa married to Rosa Maria Pereira Barros Costa.

III. That said Alice Fonseca Da Costa e Pereira alias Alicia de Fonseca e Costa and her husband Dr. Xavier Pereira expired leaving behind as sole and universal heirs following children namely:-

a. Tolentino Pereira married to Cyntia Saldanha Pereira.
b. Paulo Viegas Pereira married to Maria da Lourdes Perera.
c. Antonio Pereira

i. That said Paulo Viegas Pereira expired leaving behind as his moiety holder his wife Maria da Lourdes Perera and as sole and universal heirs following children namely:-

a. Xavier Pereira married to Abizal Providencia Pereira
b. Malvina Pereira alias Malvina Viega Pereira married to Wilfred Fernandes
c. Sunil Pereira

IV. That said Dr. Joaquim Filipe Frederico Barros Costa alias Joaquim Filipe Ferderica Barros da Costa expired in the status of Divorcee leaving behind as his sole and universal heirs following children namely:-

a. Smt. Maria Fatima Barros Costa.
b. Smt. Carla Maria de Barros Costa e Peres da Silva alias Carla Maria de Barros.

V. That said Filomeno Santana Maria Gomes alias Filomeno de Fonseca expired leaving behind as his moiety holder his wife Smt. Angela Lira da Costa Gomes and as sole and universal heirs following children namely:-

a. Maria Helena Costa Gomes who expired in the status of spinster.
b. Ruth de Costa Gomes married to Luis Filipe Vital Lopes Marchado.
    i. That said Ruth de Costa Gomes expired leaving behind as her moiety holder Luis Filipe Vital Lopes Marchado and as sole and universal heirs following children namely :-
        a. Ms. Iva GomesaliasEva Gomes alias Iva Claudia Gomes Machado
        b. Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado.

VI. That said Shri. Assis Adolfo da Costa alias Assiz Adolfo da Costa and his wife Smt. Selina Britto D'Costa alias Celina Brito expired leaving behind as their sole and universal heirs the following children namely:-

a. Smt. Andrea D'costa Pereira and
b. Shri. Bernard Lynn Dcosta alias Bernado Costa alias BernadoD'costa alias Bernard Linn D'costa.

VII. That said Shri. Valente das Dores Costa alias Valent das Dores Costa and his wife Maria Olga Correira Costa alias Maria Olga Correia Neves Costa expired leaving behind as sole and universal heirs following children namely:-

a. Shri. Luis Manuel Neves Costa.
b. Smt. Maria Mauela Neves Costa Vicente Guerra married to Shri. Jose Rui Rocha Vicente Guerra.

VIII. That said Ivo dos Milagres Costa expired leaving behind as moiety holder his wife Albertina Rebelo e Costa alias Albertina Eremita Josefa Rebelo e Costa who also expired subsequently leaving behind as their sole and universal heirs following children namely:-

a. Felix Carlos MilagresRebelo e Costa married to Smt. Maria Souza Costa
b. Philip Estevao (Estevam) Rebelo e Costa married to Fernandes e Costa alias Susana Fernandes Costa.
c. Alvaro TeotonioRebelo e Costa married to Avita Barreto e Costa.

The Heirship of the afore referred persons came to be determined in the Inventory Proceedings No. 28/1996/A instituted before the Court of Civil Judge Senior Division at Vasco da Gama, upon the death of Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, though as a matter of fact the said property was not the subject matter of the said inventory proceedings.

K. AND WHEREAS, the afore referred persons as such being the sole surviving heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa, acquired right interalia to said property which constitute the said larger property .

L. AND WHEREAS, in the said appeal i.e., Regular Civil Appeal No. 427/2010/FTC-I, all the afore referred heirs decided to settle their disputes amicably and arrived at settlement by virtue of which all the parties unanimously agreed to partition their

share, and the plans came to be drawn wherein their respective shares came to be earmarked.

M. That in terms of the plans drawn and filed in the said proceedings, the share which was agreed to be allotted to the afore referred heirs inter alia in the said properties came to be identified under Item No. "A) a)", which included the property bearing Survey no. 4/2, 9/1, 9/4, 12/1, 13/1, 13/4, 14 and 52/1 of village Dabolim. The subject matter of this agreement is the part of the property bearing Survey No. 9/4 of Village Dabolim admeasuring 62925 sq. mts. which shall herein after be referred to as the "**said property**" and is better described in **Schedule II** herein below.

N. That based on the said plans, the Terms of Settlement came to be filed in the said Regular Civil Appeal No. 427/2010/FTC-I and accordingly a Consent Decree dated 17/09/2010 came to be drawn by the Court of Additional District Judge Fast Track Court, Margao wherein interalia, the said property came to be partitioned amongst the heirs, and in terms of the said partition, the said property bearing Survey No. 9/4 came to be partitioned and allotted amongst the following heirs in the manner herein below stipulated:-

I. MR. BERNARD LYNN DCOSTA alias BERNADO COSTA alias BERNADO D'COSTA alias BERNARD LINN D'COSTA came to be allotted the following portion of the said property namely:-

a. Plot No. B-1 admeasuring 9894 sq. mts. surveyed under Survey No. 9/4.

II. MR. JORGE GONCALO BARROS COSTA; MS. ROSA MARIA BORGES PEREIRA BARROS COSTA alias ROSA MARIA BORGES PEREIRA BARROS COSTA; MS. FLAVIA DE BARROS COSTA alias MARIA FLAVIA SANTANA FERNANDES DE

BARROS COSTA and MR. RUI MANUEL DE BARROS COSTA (now deceased) came to be allotted the following portion of the said property namely:

a. Plot No. B-4 admeasuring 11542 sq. mts. surveyed under Survey No. 9/4.

III. MS. MARIA FATIMA BARROS COSTA and MS. CARLA MARIA DE BARROS COSTA e PERES DA SILVA alias CARLA MARIA DE BARROS COSTA came to be allotted the following portion of the said property namely:

a. Plot No. B-2 admeasuring 6206 sq. mts. surveyed under Survey No. 9/4.

IV. MS. ANGELA LIRA DA COSTA (now deceased), MS. IVA GOMES alias EVA GOMES alias IVA CLAUDIA GOMES MACHADO and MR. RUI FILLIPE GOMES alias RUI FILLIPE alias RUI FILLIPE GOMES MACHADO came to be allotted the following portion of the said property namely:

a. Plot No. B-3 admeasuring 10069 sq. mts. surveyed under Survey No. 9/4.
b. Plot No. P-2a admeasuring 5839 sq. mts. surveyed under Survey No. 9/4.

V. MR. LUIS MANUEL NEVES COSTA and MS. MARIA MANUELA NEVES COSTA VICENTE GUERRA alias MARIA MANUELA NEVES COSTA came to be allotted the following portion of the said property namely:

a. Plot No. B-6 admeasuring 4769 sq. mts. surveyed under Survey No. 9/4.
b. Plot No. P-1 admeasuring 8541 sq. mts. surveyed under Survey No. 9/4.

VI. MRS. LIZETTE ASSUNCAO GOMES E COSTA alias LISETA E ASSUMCAO GOMES COSTA alias LIZET DE ASSUMSAO GOMES (now deceased), MR. BERNARDINO GONSALO GOMES E COSTA alias BERNARDINO GONCALO GOMES COSTA; MS. NAZARE DA CONCEICAO LOPES COSTA alias NAZARE DA CONCEICAO LOPES COSTA; MR. MANULE FONSECA DE COSTA alias MANUEL DA FONSECA E COSTA; MRS. MARIA HELENA COSTA E BORGES alias MARIA HELENA DA COSTA and MR. ANTONIO BRAGA BORGES alias ANTONIO JOSE BRAGA BORGES came to be allotted the following portion of the said property namely:

a. Plot No. B-5 admeasuring 4588 sq. mts. surveyed under Survey No. 9/4.

O. The said heirs of late Mr. Bernardino Teotonio Costa alias Bernardino Teotonio da Costa and his wife late Mrs. Helena Floripes da Fonseca e Costa alias Helena Fonseca Costa for the sake of brevity shall be referred to as the "**Original Owners**".

P. That upon passing of the said Decree, the Original Owners started enjoying their respective portions of the said property as distinct and independent units.

Q. That said Mrs. Angela Lira da Costa expired on 26/4/2018 and upon her death, a Succession came to be drawn in the Civil Registry Office of Lisbon registered in the process no. 2198 Book No. 4 from 2018 dated 28/5/2018 wherein it came to be declared that said Mrs. Angela Lira da Costa expired in the status of widow of late Filomeno Santana Maria Gomes alias Filomeno de Fonseca leaving behind as sole and universal heirs Ms. Iva Gomesalias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado, both being children of her deceased daughter

Mrs. Maria Ruth da Costa Gomes married to late Luis Filipe Francisco Vital Lopes Machado.

R. That though a specific portions of the said property came to be allotted to the Original Owners by virtue of the Consent Decree dated 17/09/2010, no partition was effected in the survey records in terms of the provisions of Section 61 of Land Revenue Code as such the Original Owners earmarked the said property into various Plots and out of these plots, the plot which came to be acquired by Mr. Luis Manuel Neves Costa and Ms. Maria Manuela Neves Costa Vicente Guerra alias Maria Manuela Neves Costa is the Plot No. P-1 admeasuring 7161 sq. mts. and the Plot acquired by said Ms. Iva Gomes Alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado is the Plot No. P-2A admeasuring 5132 sq. mts.

S. That said Mr. Luis Manuel Neves Costa and Ms. Maria Manuela Neves Costa Vicente Guerra alias Maria Manuela Neves Costa filed an application dated 02.12.2019 Section 61 of Land Revenue Code to partition their plot admeasuring 7161 sq. mts. surveyed under Survey No. 9/4 of Dabolim Village before the Deputy Collector & S.D.O. Mormugao, Goa which application came to be registered as Case no. LRC/PART/142/2019/239 and upon confirmation from the Inspector of Survey and Land Records, by Judgment dated 21.01.2020 passed by the Deputy Collector & S.D.O. Mormugao, Goa, the plot admeasuring 7161 sq. mts. came to be allotted new Survey number namely 9/4-F of Village Dabolim. Similarly, said Ms. Iva Gomes Alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado filed an application dated 02.12.2019 under Section 61 of Land Revenue Code to partition their plot admeasuring 5132 sq. mts surveyed under Survey No. 9/4 of Dabolim Village before the Deputy Collector & S.D.O. Mormugao, Goa bearing Case no.

LRC/PART/142/2019/245 and upon confirmation from the Inspector of Survey and Land Records, by Judgment dated 21.01.2020 passed by the Deputy Collector & S.D.O. Mormugao, Goa, the plot admeasuring 5132 sq. mts. came to be allotted new Survey number namely 9/4-G of Village Dabolim.

T. That by an Agreement for Sale dated 21st February 2020 registered before the office of Sub-Registrar of Mormugao under no. MOR-1-402-2020, Book:- 1 Document, date : 03/03/2020, said Mr. Luis Manuel Neves Costa and Ms. Maria Manuela Neves Costa Vicente Guerra alias Maria Manuela Neves Costa agreed to sell the said Plot No. P-1 admeasuring 7161 sq. mts. to the Promoters herein.

U. That by a Deed of Sale dated 26th April 2020, registered before the Office of Sub-Registrar of Mormugao under No. MOR-1-527-2020, Book:-1 Document, dated 28/04/2020, said Mr. Luis Manuel Neves Costa and Ms. Maria Manuela Neves Costa Vicente Guerra alias Maria Manuela Neves Costa sold and or transferred the said Plot No. P-1 admeasuring 7161 sq. mts. to Promoters herein.

V. That by an Agreement for Sale dated 21st February 2020 registered before the office of Sub-Registrar of Mormugao under no. MOR-1-438-2020, Book:- 1 Document, date : 09/03/2020, said Ms. Iva Gomes Alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes alias Rui Filipe Alias Rui Filipe Gomes Machado agreed to sell an area admeasuring 3758 sq. mts. being portion of the Plot No. P-2A totally admeasuring 5132 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village to Promoters herein.

W. That by a Deed of Sale dated 26th April 2020 registered before the Office of Sub-Registrar of Mormugao under no. MOR-1-526-2020, Book:-1 Document, dated 28/04/2020, said Ms. Iva Gomes Alias Eva Gomes alias Iva Claudia Gomes Machado and Mr. Rui Filipe Gomes

alias Rui Filipe Alias Rui Filipe Gomes Machado sold and or transferred the said property admeasuring 3758 sq. mts. being portion of the Plot No. P-2A totally admeasuring 5132 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village to Promoters herein.

X. **AND WHEREAS,** the Promoter herein has acquired absolute right, title and interest to the said Plot No. P-1 admeasuring 7161 sq. mts. surveyed under Survey No. 9/4-F of Dabolim Village and the property admeasuring 3758 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village by virtue of the afore referred two separate Sale Deeds dated 26.04.2020. The said Plot No. P-1 admeasuring 7161 sq. mts. surveyed under Survey No. 9/4-F of Dabolim Village and the property admeasuring 3758 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village is better described in **Schedule III** hereto and shall herein after be referred to as the "**said Project Land**".

Y. That the Promoter with an intention to amalgamate and develop the said Plot No. P-1 admeasuring 7161 sq. mts. surveyed under Survey No. 9/4-F of Dabolim Village and the property admeasuring 3758 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village by sub-dividing the same into various sub-plots, has obtained the following permissions and or licenses from the competent authorities namely:-

   a. Conversion SANADS from the Office of the Collector, South Goa District both dated 13/07/2020 having No: AC-II/MOR/SG/CONV/37/2020/8259 for 9/4-F & AC-II/MOR/SG/CONV/38/2020/8258 for 9/4-G

b. Development Permission from Mormugao Planning and Development Authority dated 31/08/2020 having Ref. No. MPDA/9-S-235/2020-21/432.
c. Development Permission/Provisional NOC from the Office of the Village Panchayat Chicalim dated 03/09/2020 having Ref. No. VP/CHI/90/Provisional NOC/2020-21/728.

Z. That after amalgamation of the said plot, the Promoter decided to develop the said property by sub dividing the same into various plots in accordance with the provisions of law and accordingly vide Permissions dated 13/07/2020, 31/08/2020 and 03/09/2020, said division came to be approved by the competent authorities and in terms of the said approvals, the Promoter carved out ten independent subdivided plots in terms of the approved plan.

AA. **AND WHEREAS** the PROMOTER has proposed development of the said Project Land by sub-dividing the same into various sub-divided plots which scheme of sub-division when completed shall be known as and herein after be referred to as **"Valley & Hills by Shantilal - Plots in the Valley"** (Hereinafter referred to as **"THE SAID PROJECT").** The Sub-Division Plan of the said Project has been annexed hereto as **"ANNEXURE-A".**

BB. **AND WHEREAS** in pursuance of the same, the Promoter has obtained following permissions/Licenses from the competent authorities for the development of the said project namely:
a. Conversion SANADS from the Office of the Collector, South Goa District both dated 13/07/2020 having No: AC-II/MOR/SG/CONV/37/2020/8259 for 9/4-F & AC-II/MOR/SG/CONV/38/2020/8258 for 9/4-G

b. Development Permission from Mormugao Planning and Development Authority dated 31/08/2020 having Ref. No. MPDA/9-S-235/2020-21/432.
c. Development Permission/Provisional NOC from the Office of the Village Panchayat Chicalim dated 03/09/2020 having Ref. No. VP/CHI/90/Provisional NOC/2020-21/728.

CC. **AND WHEREAS,** the Promoter has accordingly commenced development of the said project by sub-dividing the said Project Land into various plots in accordance with the approved sub-division plans.

DD. **AND WHEREAS** the Promoter is in the process of registering the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority at Goa.

EE. **AND WHEREAS** the PROMOTER desires to sell the said sub divided plots to the prospective purchasers with an clear understanding that the prospective purchasers upon purchase of the respective plots would be entitled to use the infrastructure provided by the PROMOTER in the said Project Land along with the other owners of the sub divided plots and with the PROMOTER who are owners of the said Project Land surveyed under Survey No. 9/4-F and Survey No. 9/4-G of Dabolim Village.

FF. **AND WHEREAS** the ALLOTTEE approached the PROMOTER expressing his/her/their intention to purchase one of such sub-divided plot namely **Plot no. 4 (Plots in the Valley)** admeasuring **451.00 sq. mts.(Four Five One)** of the

said Project Land and called for title documents for verification through his/her/their lawyer/s and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**SAID ACT**") and the Rules and Regulations made thereunder of the Promoter and the ALLOTTEE has acknowledged the receipt of the same.

GG. **AND WHEREAS** the ALLOTTEE after being fully satisfied with the clean, clear and marketable title of the PROMOTER and the rights and limitations of the PROMOTER on total Sub-Division of the said Project Land as also rights and limitations of the ALLOTTEE of the said sub-division scheme, has/have expressed his/her/their willingness to purchase one of such sub-divided plot of the said Project Land identified **Plot no. 4 (Plots in the Valley)** admeasuring **451.00 sq. mts.(Four Five One)** of the said Sub-Division Scheme/Project known as **"Valley & Hills by Shantilal - Plots in the Valley"** and offered to pay a consideration of **Rs. 45,00,000/- (Rupees Forty Five Lakhs Only)** towards such transfer. This Plot No. **Plot no. 4 (Plots in the Valley)** is more particularly described in the **SCHEDULE IV** hereunder written and shall hereinafter for the sake of convenience is referred to as the "**SUB-DIVIDED PLOT**".

HH. **AND WHEREAS,** the Sub-Division Plan of the said Project and the said Sub-Divided Plot agreed to be purchased by the ALLOTTEE, as sanctioned and approved by the competent authority wherever applicable has been annexed hereto as "**ANNEXURE-A**".

II. **AND WHEREAS,** the Parties relying on the confirmations, representations and assurances of each other to faithfully abide

by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

JJ. **AND WHEREAS**, under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Sub-Divided Plot with the ALLOTTEE, being in fact these presents and also to register said Agreement under the Registration Act, 1908(Central Act 16 of 1908).

KK. **AND WHEREAS**, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the Said Sub-Divided Plot better described in **Schedule IV** hereto along with the right to use common areas and the infrastructure in terms of the approved plan.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. CONSIDERATION:

a) The ALLOTTEE hereby agrees to purchase from the Promoter the Promoter hereby agrees to sell to the ALLOTTEE the said **Plot no. 4 (Plots in the Valley)** admeasuring **451.00 sq. mts.(Four Five One)** of the said Sub-Division Scheme/Project known as **"Valley & Hills by Shantilal - Plots in the Valley"** along with the right to use common areas and the infrastructure in terms of

the approved plan to the said Project for a total consideration of **Rs. 45,00,000/- (Rupees Forty Five Lakhs Only)**.

b) The ALLOTTEE has paid to the PROMOTER a sum of **Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only),** prior to the execution of these presents, being an advance payment as provided in Section 13 of the said Act (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the ALLOTTEE has agreed to pay the balance of the sale consideration as per the **PAYMENT PLAN** as mutually agreed between the parties, more particularly described in **SCHEDULE-V** hereunder.

c) The ALLOTTEE shall pay to the PROMOTER, Goods and Services Tax (GST) as applicable towards purchase of the said Sub-Divided Plot.

d) The ALLOTTEE hereby covenant that any liability of tax payable on the Said Sub Divided Plot which is the subject matter of this Agreement from the date of development till the date of the purchase by the ALLOTTEE shall be borne by the ALLOTTEE without any liability and or responsibility of the PROMOTER to pay. It is further made clear that such a claim shall be based on any notice and or demand raised by the Department in terms of the provision of law. Such demand even after the execution of the Sale Deed which shall be conveyed by the PROMOTER to the ALLOTTEE and the ALLOTTEE on receipt of such demand shall be solely liable and responsible to pay such amount towards such taxes as levied from time to time on the Said Sub Divided Plot.

e) The Goods and Services Tax (GST) and or any other tax which may be leviable towards sale of the Said Sub Divided Plot from time to time by way of notifications, demands, orders etc. shall solely be borne by the ALLOTTEE irrespective of the fact as to whether

sale transaction is complete and irrespective of the fact as to whether the Said Sub Divided Plot which is the subject matter of this Agreement is conveyed in favour of the ALLOTTEE or not.

f) The ALLOTTEE has conducted the Survey of the Said Sub Divided Plot and is satisfied that the area available at site corresponds to the approved plan approved by the competent authority.

g) It is agreed between the parties that the area in respect of the Said Sub Divided Plot is found to be less or more at site in that event, proportionately the consideration payable shall be reduced or increased depending on the availability of the area at site

h) If the present Agreement is terminated by the ALLOTTEE for the reasons attributable to the ALLOTTEE and or for the reasons of default on the part of the ALLOTTEE to pay the balance consideration in terms of the Agreement, in that event, the PROMOTER shall refund the amount paid by the ALLOTTEE to the PROMOTER after forfeiting a sum of Rs. 100,000 /- (Rupees One Lakh Only) and any other dues including any taxes, fees, levies etc. levied by the Government of Goa or any other statutory authority including the interest due on the unpaid amount till the day of cancellation within a period of **12 months** or after the sale of the Said Sub Divided Plot to any third party whichever is earlier. It is made clear that no interest shall be payable by the PROMOTER on refund of the said amount.

i) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of approval of the said plans or thereafter and shall, before handing over possession of the said Sub-Divided Plot to the Allottee, obtain from the concerned competent authority Completion Certificate in respect of the said Sub-Divided Plot.

2. POSSESSION:-

a) ***Delivery of Possession:*** Subject to the ALLOTTEE paying consideration due and payable under this Agreement as per the stipulations contained in the Agreement and on the date as specified in the Agreement, time being the essence of contract, the Promoter shall hand over possession of the said plot namely Plot identified as **Plot no. 4 (Plots in the Valley)** unto the ALLOTTEE on or before **31.03.2021** subject to an extension of 6 months therefrom ending on **30.09.2021**. It is made clear that time shall be an essence of contract for the Promoter as well as the ALLOTTEE. The Promoter shall endeavour to complete the said project and hand over possession to the ALLOTTEE within the time stipulated hereinabove upon receiving the final NOC from the competent authorities subject to the payment of entire consideration by the ALLOTTEE to the Promoter. It is agreed between the parties that the time for completion of this project and the extended time shall be subject to force majeure which shall include any circumstances beyond the control and or power of the Promoter or for any unavoidable or any evitable circumstances due to which the Promoter could not complete the development which shall include non-availability of materials/labour/electricity supply/water supply/sewage connection or any reason of war, civil commotion or any act of God, any rules, orders, notification of Government, any pandemic or any other restrictions imposed by any public authority or competent authority which are beyond the control and power of the Promoter. In such an eventuality of force majeure, the time which has been spent due to such an eventuality shall stand excluded.

b) Delayed Possession /breach(es)/Payments:

i) In the event, the Promoter fails to hand over possession within the time limit stipulated hereinabove and or within the extended period subject to force majeure clause, the Promoter shall be bound to compensate the Allottee by paying interest to the Allottee on the amount paid by the Allottee to the Promoter till that date as specified in Section 18 of RERA Act. such interest shall be paid till the time of handing over possession. It is made clear that notwithstanding the entitlement of the Allottee to claim interest in case of delay, time shall always be an essence of contract.

ii) If the Promoter fails or neglects to give possession of the said Sub-Divided Plot to the ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date, if the ALLOTTEE wish to terminate this Agreement, then the Promoter shall be liable on demand to refund to the ALLOTTEE without any interest, such amount received by the PROMOTER, after deducting such taxes and or fees as may be payable to the Authorities, without any interest and upon refund of the said amount, the present agreement shall stand terminated and the ALLOTTEE shall not have any right, claim or interest over the said plot. Needless to say that on refund of such amount, the PROMOTER shall be free to sell, transfer and or convey the said plot in favour of any third party.

iii) The ALLOTTEE agrees to pay to the Promoter, interest as specified in Rule 18 of the said Rules, on all the delayed payment which become due and payable by the ALLOTTEE to the Promoter under the terms of this Agreement from

the date the said amount is payable by the ALLOTTEE to the Promoter.

Without prejudice to the right of Promoter to charge interest on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post A.D. at the address provided by the ALLOTTEE and/or mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter including taxes , fees etc within a period of **365 days** or after the sale of the Said Sub Divided Plot to any third party whichever is earlier, the instalments of sale consideration of the said Sub-Divided Plot which may till then have been paid by the ALLOTTEE to the Promoter and the Promoter shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded.

Upon such termination, ALLOTTEE shall not have any right to the said plot.

c) Procedure for taking Possession:

The Promoter shall within **15 days** of obtaining the Completion Certificate from the competent authority and upon payment made by the ALLOTTEE as per the Agreement, offer possession of the Said Sub-Divided Plot to the ALLOTTEE intimating in writing that the said Sub-Divided Plot is ready to be delivered within **7 days** from the date of issuance of such notice and the ALLOTTEE shall take possession of the said Sub-Divided Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the said Sub Divided Plot to the Allottee.

d) Failure of ALLOTTEE to take Possession of Said Sub-Divided Plot:

In case the ALLOTTEE fails to take possession within the time provided as above, such ALLOTTEE shall continue to be liable to pay infrastructure and other charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project thereon.

e) Use of said Sub-Divided Plot:

i. The ALLOTTEE shall use the said Sub-Divided Plot or any part thereof or permit the same to be used only for purpose of residence in terms of law. The ALLOTTEE is entitled to use the common areas, roads and infrastructure situated in the said project.

ii. The ALLOTTEE covenants that the ALLOTTEE shall use the said plot for the purpose of residence in accordance with the law prevailing in the State of Goa. The ALLOTTEE shall not undertake any activities on the said plot which would be illegal in the eyes of law.

iii. The ALLOTTEE covenants that whilst undertaking any construction over the said plot which is the subject matter of the agreement upon payment of the entire consideration, the ALLOTTEE shall not create nuisance to the adjoining plot owners nor shall use the adjoining plots and or public areas and or road and or common areas for dumping of any materials which may be used by the ALLOTTEE for construction of their residential premises. It is made clear that the infrastructure provided by the Promoter at the time of handing over possession shall be maintained with proper care and caution by the ALLOTTEE and other owners of the respective plots without any liability on the PROMOTER.

f) Deposits at the time of taking possession:

If Demanded, the ALLOTTEE shall, on or before delivery of possession of the said Sub-Divided Plot, keep deposited with the Promoter, the maintenance charges payable by the ALLOTTEE to the PROMOTER towards maintenance of the common amenities.

3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoter hereby represents and warrants to the ALLOTTEE as follows:

i. The Promoter have clear and marketable title with respect to the said Project Land and the Promoter has the requisite rights to carry out Development upon the said Project Land and also has actual,

physical and legal possession of the said Project Land for the implementation of the said Project;

ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;

iii. There are no encumbrances upon the said Project Land.

iv. There are no litigations pending before any Court of law with respect to the said Project Land or said Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Project Land/and said Sub Divided Plot are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said Project Land/and said Sub Divided Plot shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project.

vi. The Promoter has right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected.

vii. The Promoter has not entered into any Agreement for sale and/or Development Agreement or any other Agreement/ arrangement with any person or party with respect to the said Project Land, including the said Project and the said Sub Divided Plot which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

viii. The Promoter confirm that they are not restricted in any manner whatsoever from selling the said Sub Divided Plot to the ALLOTTEE in the manner contemplated in this Agreement;

ix. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance,

order, notification (including any notice for acquisition or requisition of the said project land) has been received or served upon the Promoters in respect of the said project land and/or the said Project except those disclosed in the title report;

4. <u>REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE</u>:

The ALLOTTEE themselves with intention to bring all persons into whosoever hands the Sub Divided Plots may come, hereby covenants with the Promoter as follows:

i. To maintain the said Sub Divided Plot at the Allottee's own cost in good and tenantable condition from the date that the possession of the said Sub Divided Plot is taken and shall not do or suffer to be done anything in or to the said Project in which the said Sub Divided Plot is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project in which the said Sub Divided Plot is situated and the said Sub Divided Plot itself or any part thereof without the consent of the local authorities, if required.

ii. The ALLOTTEE shall not do or suffer to be done anything in or to the said Project in which the said Sub Divided Plot is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority

iii. The ALLOTTEE shall keep the portion, sewers, drains and pipes in the said Project and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Project in which the said Sub Divided Plot is situated and shall not chisel

or in any other manner cause damage to common areas connected to the said Sub Divided Plot without the prior written permission of the Promoter.

iv. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Sub Divided Plot in the compound or any portion of the said Project and/or said Project land in which the said Sub Divided Plot is situated.

v. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the said Project or said Project land in which the said Sub Divided Plot is situated.

vi. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Sub Divided Plot by the ALLOTTEE for any purposes other than for purpose for which it is sold.

vii. The ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Sub Divided Plot until all the dues payable by the ALLOTTEE to the Promoter under this Agreement are fully paid up.

viii. The ALLOTTEE shall observe and perform all the rules and Rules, Regulations and bye-laws which the society or any other entity and/or the concerned local authority, Government and other public bodies may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project for the time being in force regarding the occupancy and use of the said Sub Divided Plot in the said Project Land and shall pay and contribute regularly and punctually towards the taxes, expenses

or other out-goings in accordance with the terms of this Agreement.

ix. Till a conveyance of the said Sub Divided Plot is executed in favour of the Allottee, the ALLOTTEE shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Sub Divided Plot or any part thereof to view and examine the state and condition thereof.

x. The ALLOTTEE hereby declares that the Promoter shall be entitled and duly authorized irrevocably to undertake any such modifications, variations, changes, alterations and or revision in the sub division plan or in the layout of open spaces, gardens, drains, roads etc. as the exigency at site may demand without there being any objection and or obstruction and or claim of whatsoever nature by the ALLOTTEE. It is however, made clear that on account of such change in the plan and or alteration and or revision of the said sub division plan, if the area of the plot which is agreed to be purchased by the ALLOTTEE under this agreement is altered or changed, in that event, the consideration payable by the ALLOTTEE shall proportionately stand changed.

5. <u>INDEMNITY:</u>

The Promoter agree and undertakes to indemnify the ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

6. <u>SEPARATE ACCOUNT</u>:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or any other entity or

towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

7. SAVINGS CLAUSE:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Sub Divided Plot or of the said Project or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the said Sub Divided Plot agreed to be sold to him/her. All unsold or un-allotted inventory/shall continue to remain the Property of the Promoter.

8. MORTGAGE OR CREATION OF CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Sub Divided Plot and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE who has taken or agreed to take such said Sub Divided Plot.

9. BINDING EFFECT:

Forwarding this Agreement to the ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the Promoter or the ALLOTTEE until,

Firstly, the ALLOTTEE signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE and

Secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.

If the Allottee(s) fail to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the PROMOTER shall serve a notice to the ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, allotment of the said PLOT to the ATLLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever.

10. ENTIRE AGREEMENT

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Sub Divided Plot, as the case may be.

11. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

12. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE of

the said Sub Divided Plot, in case of a transfer, as the said obligations go along with the said Sub Divided Plot for all intents and purposes.

13. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

14. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment, in common with other ALLOTTEE in the said Project, the same shall be in proportion to the area of the said Sub Divided Plot to the total area of all the Sub Divided Plots in the said Project.

15. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

16. EXECUTIONOF THE AGREEMENT:

a) The execution of this Agreement shall be complete only upon its execution by the Promoter or through its authorized signatory at the office of the Promoter or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the ALLOTTEE and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

b) The ALLOTTEE and/or Promoter or its authorized signatory shall present this Agreement as well as the Conveyance at the proper registration office within the time limit prescribed by the Registration Act and the Promoter or its authorized signatory will attend such office and admit execution thereof.

17. NOTICES & CORRESPONDENCES:

a) That all notices to be served on the ALLOTTEE and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their following address:-

IF TO THE OWNER/PROMOTER

M/S SHANTILAL REAL ESTATE SERVICES

ADDRESS : 301,Anand Trade Centre, 3rd Floor

Next to MMC Building, Vasco da Gama, Goa.403802

Mobile: +91 9823089757

Email : shantilalrealestate@gmail.com

IF TO THE ALLOTEE/PURCHASER

ADDRESS : Flat No. 2, 2nd Floor, Rosario Chambers, Near St Andrew Church, Vasco-Da-Gama,Goa-403802

Mobile:_____

Email:_____

b) That in case there are Joint Allottee, all communications shall be sent by the Promoter to the ALLOTTEE whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Allottee.

c) It shall be the duty of the ALLOTTEE and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D or notified Email ID/Under Certificate of Posting, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

18. FORMATION OF ASSOCIATION/SOCIETY FOR MAINTENANCE OF COMMON AREA :-

i. In the event, the Promoter decides to form an association or a society of the owners of the plot in the said project land for the maintenance of common amenities, in that event, the ALLOTTEE and all other Purchasers of the sub divided plots in the said project land shall be bound to be parties to such association and shall in that regard sign all forms, applications, deeds and other documents, as may be required for the formation of such entity and the ALLOTTEE and the other Purchaser upon formation of such entity shall be governed by such bye laws Rules and

Regulations that may be laid down and or adopted by such entity from time to time.

ii. The Purchaser undertakes to become a member of such entity or such society and undertakes to contribute sum as decided by such entity for maintenance of common amenities in the said project.

iii. Till the conveyance of all the sub divided plots are effected by the Promoter in favour of the respective purchasers of the plots in the said project land including in favour of the ALLOTTEE herein, it shall be the duty of the Promoter to have absolute and total control of all the open spaces, drains, roads, common amenities etc. and the ALLOTTEE and the other owners of the respective plots shall be duty bound to contribute their respective shares as stated above by paying the same to the Developer who shall maintain proper accounts and submit the same to the entity as and when formed.

iv. Upon formation of such an entity, the maintenance shall be undertaken or carried out by such an entity without there being any liability and or claim of whatsoever nature against the Promoter. All costs, expenses, including stamp duty, registration charges or any other expenses in connection with the formation of such an entity shall be borne proportionately by the ALLOTTEE along with other purchasers.

v. The common amenities of the said project land namely the roads, drains, improvement, open spaces, gardens, etc shall constitute easement for the common benefits and enjoyment of all the buyers of sub divided plots in the said project land without any obstructions, claims, hindrance or nuisance of whatsoever nature by the ALLOTTEE. It is made clear that the Promoter who is also owning the adjoining property shall have absolute right to use the common areas and or amenities provided for the said project land to be used for the benefit of the adjoining area belonging to the Promoter, provided that such an use shall not hamper and or

restrict the rights of the ALLOTTEE and or the other purchasers in the said project land.

19. The possession of the said plot has not been handed over to the ALLOTTEE and the same shall be delivered to the ALLOTTEE at the time of execution of Deed of Conveyance in favour of the ALLOTTEE.

20. **STAMP DUTY AND REGISTRATION :-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. The Present value of the said Sub Divided Plot is **Rs. 45,00,000/- (Rupees Forty Five Lakhs Only)** and as such stamp duty @ 2.9% i.e. **Rs. 1,30,500/- (Rupees One Lakh Thirty Thousand Five Hundred Only)** is embossed on the present Agreement, which is borne and paid by the Allottee.

SCHEDULE I

ALL THAT property known as **"ASSOY" (aka Assoi)** along with the residential house situated at Dabolim within the limits of Village Panchayat of Chicalim (alias Sancoale Village), Taluka and registration of Sub District of Mormugao, District of South Goa, State of Goa, not described in the Land Registration Office of 'Comarca' of Salcete, surveyed in the records of rights of Village Dabolim under Survey No. 4/2, 9/1, 9/4, 12, 13/1, 13/4, 14 and 52/1. The said larger property is bounded as under:

On the North : By Assoichipaz of the Communidade of Sancoale and the properties of Camilo Martins and Antonio Micael de Azaredo

On the South : By the railway line and Sebastiao da Costa Araujo.

On the East : By Assoichipaz of the Communidade of Sancoale and the property of PrithiDass, Pomu Mahadeo Gaudo, Camilo Pereira, Manuel Piedade Sequeira, Antonio Micael de Azaredo, Antonio Mascarenhas, Pascoal Fernandes, Pedro Francisco Fernandes, Jose Rodrigues, Francisco Xavier Vaz, Jose Tavares Filipe Bernardo de Azaredo and 'Falencia' of Communidade of Chicalim;

On the West : By the drain.

SCHEDULE II
(SAID PROPERTY)

ALL THAT distinct plot identified as "ASSOY" (aka Assoi) admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, South Goa, State of Goa and is bounded as under:

On the North : By Survey No. 10, Survey No. 9/5 & 15 meters wide road

On the South : By Survey No. 9/3 & 20 meters wide road (adjoining the South Western Railways)

On the East : By Survey No. 4/2

On the West : By Survey No. 9/5 and Chicalim/Dabolim Nullha

SCHEDULE III
(SAID PROJECT LAND)

All that part and parcel of the amalgamated properties namely **Plot No. P-1 admeasuring 7161 sq. mts.** surveyed under Survey No. 9/4-F of Dabolim Village and a Plot of land **admeasuring 3758 sq. mts.** being portion of the Plot No. P-2A admeasuring 5132 sq. mts.

surveyed under Survey No. 9/4-G of Dabolim Village together as a single unit is bounded as under:

On the East : by property bearing survey no.9/3 & 9/4-E of Dabolim Village and by remaining portion of the property bearing survey no.9/4-G of Dabolim Village.

On the West : by Chicalim/Dabolim Nullah.

On the North : by 8mts wide road .

On the South : by property bearing survey no.9/3 of Dabolim Village.

SCHEDULE IV

(Description of the SAID SUB-DIVIDED PLOT hereby sold)

ALL that plot of land identified as **Plot No. 4 (Plots in the Valley)** admeasuring an area of **451.00 sq. mts.(Four Five One)** being the portion of the property **admeasuring 7161 sq. mts.** surveyed under Survey No. 9/4-F of Dabolim Village and a Plot of land **admeasuring 3758 sq. mts.** being portion of the Plot No. P-2A admeasuring 5132 sq. mts. surveyed under Survey No. 9/4-G of Dabolim Village together as a single unit described in Schedule III herein above and forming part of the property known as "**ASSOY**" (aka **Assoi**) totally admeasuring an area of 62925 sq. mtrs bearing Survey No. 9/4 situated at Village Dabolim, Taluka Mormugao, South Goa, State of Goa. The SAID SUB-DIVIDED PLOT is more particularly identified in the Plan Annexed hereto in RED colour lines and the same forms part of this agreement and is bounded as under:

On the East : by 8mts wide road .

On the West : by Chicalim/Dabolim Nullah.

On the North : by property bearing survey no.9/3 of Dabolim Village.

On the South : by plot no. 5 of the Sub-Division.

SCHEDULE V

PAYMENT

Sr. No	Stage Of Payment	Amount
1.	At the time of Signing this agreement.	35,00,000/-
4.	Upon receiving Final NOC from the competent authorities.	10,00,000/-
Total:		**45,00,000/-**

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness.

SIGNED AND DELIVERED

By the within named **OWNER/PROMOTER**

of the **FIRST PART**:

1.M/S. SHANTILAL REAL ESTATE SERVICES

represented through its partner

_____

MR ASHWIN CHOLERA

L. H. F. P.	**R. H. F. P.**
1. _____	**1.** _____
2. _____	**2.** _____
3. _____	**3.** _____
4. _____	**4.** _____
5. _____	**5.** _____

SIGNED AND DELIVERED

By the within named **PURCHASER/ALLOTTEE**

of the **SECOND PART**:

_____

MR. AGNELO BRAGANZA

As duly constituted attorney for 2.Mr.ANDREW BRAGANZA & his wife 2A.Mrs. SUZANA FATIMA BRAGANZA

L. H. F. P.	**R. H. F. P.**
1. _____	**1.** _____
2. _____	**2.** _____
3. _____	**3.** _____
4. _____	**4.** _____
5. _____	**5.** _____

In the presence of:

1.

2.