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INDIA NON JUDICIAL

Government of Goa

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Certificate No. : IN-GA00019825000215X
Certificate Issued Date : 28-Apr-2025 01:18 PM
Account Reference : NONACC (SV)/ ga20000204/ BARDEZ/ GA-NGA
Unique Doc. Reference : SUBIN-GAGA2000020400036116508547X
Purchased by : MARIO BERALDO FERNANDES
Description of Document : Article 5 Agreement or its records or memorandum of an agreement
Property Description : PROPERTY KNOWN AS GHORBATTA ADMEASURING 688 Sq Mts
ANGOD MAPUSA BARDEZ GOA
Consideration Price (Rs.) : 1,50,72,000
(One Crore Fifty Lakh Seventy Two Thousand only)
First Party : PETER DONALD DE SOUZA
Second Party : MARIO BERALDO FERNANDES
Stamp Duty Paid By : MARIO BERALDO FERNANDES
Stamp Duty Amount(Rs.) : 4,37,100
(Four Lakh Thirty Seven Thousand One Hundred only)



Please write or type below this line

2025-BR2-2364
30/04/2025

PF 0000171389

Statutory Alert:

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3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

JOINT VENTURE AGREEMENT FOR DEVELOPMENT AND SALE

THIS JOINT VENTURE AGREEMENT FOR DEVELOPMENT AND SALE is executed at Mapusa Bardez, Goa on this 30th day of the month of APRIL of the year 2025

BETWEEN

- (1) **MR. PETER DONALD DE SOUZA, alias PETER DONALD D'SOUZA, alias PEDRO DONALDO DE SOUZA, alias PETER D'SOUZA**, son of ~~the late~~ Emidio Vitorinho Dsouza, aged about 71 years, married, business, holder of Pan Card bearing No. [REDACTED] holder of Aadhaar Card bearing No. [REDACTED] Mobile No. [REDACTED] and his wife;

- (2) **MRS. ISHITA SHARAD SUKHADWALA alias ISHITA SUKHADWALA**, daughter of Mr. Sharad Sukhadwala, alias Surbe, aged about 58 years, married, housewife, holder of Pan Card bearing No. [REDACTED] holder of Aadhaar Card bearing No. [REDACTED] Mobile No. [REDACTED] both are residents of House No. 95, Angod, Mapusa, Bardez, Goa - 403 507, hereinafter called or referred to as **"LAND OWNERS/VENDORS"**, (which term and expression shall where the context so require or permit, be deemed to include their heirs,

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successors, legal representatives, administrators, executors and assigns) of the FIRST PART.

A N D

MR. MARIO BERALDO FERNANDES, son of the late Constancio Joaquim Augustin Fernandes, aged about 58 years, married, businessman, Proprietor of Mario Fernandes & Co, holder of Pan Card bearing No. [REDACTED] Aadhaar Card bearing No. [REDACTED] Mobile No. [REDACTED] House No. 242-A/1, St. Jerome vaddo, Duler, Mapusa Bardez, Goa-403507, hereinafter called or referred to as **"DEVELOPER/PURCHASER"**, (which term and expression shall where the context so require or permit, be deemed to include his heirs, successors, legal representatives, administrators, executors and assigns) of the SECOND PART.



AND

(1) **MR. DIOGO JOAO XAVIER SEQUEIRA ALIAS DIOGO SEQUEIRA**, son of Late. Diogo Joao Sequeira alias Diogo Sequeira, aged 61 years, married, business, holder of Adhaar card bearing no. [REDACTED] and PAN card no. [REDACTED] and his wife;

(2) **MRS. LEONORA SABINA SEQUEIRA alias LEONORA SABINA DESOUZA SEQUEIRA**, daughter of Eugene Desouza, aged 53

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years, married, business, holder of Adhaar card bearing no. [REDACTED] and PAN card no. [REDACTED] both Indian Nationals and residents of H.No. 1/134/A, St. Jerome Vaddo, Duler Mapusa Bardez - Goa, 403507, hereinafter called as the 'CONFIRMING PARTY' (which term and expression shall where the context so require or permit, be deemed to include their heirs, successors, legal representatives, administrators, executors and assigns) of the **THIRD PART**.

WHEREAS the **LAND OWNERS/VENDORS** at serial no. 2, namely **MRS. ISHITA SHARAD SUKHADWALA alias ISHITA SUKHADWALA**, is represented herein by her duly constituted attorney and her husband, the **LAND OWNERS/VENDORS** at serial no. 1, namely, **MR. PETER DONALD DE SOUZA, alias PETER DONALD D'SOUZA, alias PEDRO DONALDO DE SOUZA, alias PETER D'SOUZA**, duly constituted wide Power of Attorney dated 24/01/2025 executed before the Notary of Bardez Adv. Janardhan S. Parshekar and registered under no. 515/2025 on 25/01/2025.

WHEREAS the **CONFIRMING PARTY** at serial no. 2, namely **MRS. LEONORA SABINA SEQUEIRA alias LEONORA SABINA DESOUSA SEQUEIRA**, is represented herein by her duly constituted attorney and her husband, the **CONFIRMING PARTY** at serial no. 1, namely, **MR. DIOGO JOAO XAVIER SEQUEIRA ALIAS DIOGO SEQUEIRA**, duly constituted wide Power of Attorney dated 25/05/2023 executed before the Notary of Bardez Adv. S. J. Sardessai and registered under no. 11/05/2023 on 25/05/2023.

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AND WHEREAS the LAND OWNERS/VENDORS have represented to the DEVELOPERS/PURCHASERS that in the City of Mapusa, there exists an immovable property known as "GHORBATTA" also known as "ANGODO" alias "AFORAMANTO" alias "GORBATTA" in which exists a dwelling house bearing Municipal House No. 95 situated at Angod, Mapusa within the limits of the Mapusa Municipal Council, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, found described in the Land Registration Office of Bardez under (i) Description No. 27910 at page 10 of Book B 72; (ii) Description No. 27911(Part) at page 10 reverse of Book B 72 and (iii) Description No. 38455 at page No. 163 of Book B-98; not found enrolled in the Taluka Revenue Office of Bardez; and in the new Survey bearing Chalta No. 18 of P. T. Sheet No. 155 of City Survey Mapusa admeasuring an area of 688 sq. mts. (six hundred and eighty-eight square meters) and bounded as under:

On the East: By the brook of monsoon waters

On the West: By the public road

On the North: By the property of the heirs of Januario Sebastiao de Souza now bearing chalta no.19 of P.T.Sheet no.155 and

On the South: By the property Gorbatta which has therein a building constructed by Alfran Builders bearing chalta no.17 of P.T.Sheet no.135.

AND WHEREAS the said property is found inscribed in the name of Tereza Maria Fernandes and Emidio Vitorino de Souza, son of the said Tereza Maria Fernandes and Antonio Jeronimo Souza.

AND WHEREAS pursuant to the deaths of the said (i) Mr. Antonio Jeronimo de Souza, alias Antonio Jeronimo de Souza alias Antonio

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Jerome D'Souza alias Antonio Jeronimo D'Souza alias Jeronimo de Souza alias Jeronimo D'souza alias Antonio Geronimo D'Souza and his wife namely (ii) Mrs.Tereza Maria Fernandes alias Teresa Maria de Souza alias Tereza maria de Souza alias Maria Teresa D'Souza alias Teresa de Souza and the said Emidio Vitorino de Souza, and others, Inventory Proceeding no.143/2023/A came to be instituted in the Court of the Civil Judge, Senior Division A Court at Mapusa Goa and the said property came to be listed under item no.1 of the final list of Assets.

WHEREAS the LAND OWNERS/VENDORS herein acquired 1/2 undivided right / share in the said property being the successful bidders of 1/2 undivided share in the auction dated 4.11.2023 held in the said Inventory Proceeding no.143/2023/A confirmed by the final chart of allotment at exhibit 31 . For brevity sake, the 1/2 undivided right / share in the said property fully described in schedule I shall be hereinafter called or referred to as the said **"1/2 undivided portion / share"** in the said property described in SCHEDULE I hereunder written.

AND WHEREAS the LAND OWNERS/VENDORS, through the intervention of the CONFIRMING PARTIES being given to understand that the DEVELOPERS/PURCHASERS has already purchased the other one half undivided share in the said property from the other co-owners of the said property and are interested in jointly developing the said entire property and the LAND OWNERS/VENDORS being desirous of joint development and sale of the said property along with the half undivided share of the DEVELOPER/PURCHASER, have through the intervention and consent of the CONFIRMING PARTY approached the DEVELOPER/PURCHASER and have offered to construct and entrust the development and sale of their said one half undivided share in the



said property along with the half undivided share of the DEVELOPER/PURCHASER to the DEVELOPER/PURCHASER in consideration for allotment on ownership basis to the LAND OWNERS/VENDORS a carpet area of 285 square meters corresponding to the built up area of 376.80 square meters and common area corresponding to 121.4 sq.mts. more particularly detailed in SCHEDULE II hereunder written which built up area is equivalent to the value of **Rs. 1,50,72,000/- (Rupees one Crore fifty lakhs seventy two thousand only).**

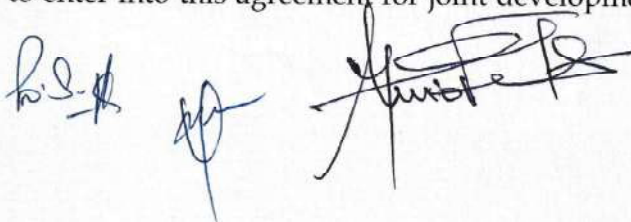
AND WHEREAS the DEVELOPERS/PURCHASERS is the owner of the balance $\frac{1}{2}$ undivided share/portion having purchased from the erstwhile balance co-owners who were parties to the said inventory proceedings. The said the balance undivided share in the said property was purchased from all the other balance co-owners as follows:

a) By a Deed of Sale, registered under registration no BRZ-1-2015-2024, dated 29/04/2024 from Michael D'souza and Judy Joan D'souza .

b) By a Deed of Sale, registered under registration no BRZ-1-3701-2024, dated 23/07/2024 from Mrs. Libby D'souza Fernandes and Mr. Fausto Fernandes.

c) By a Deed of Exchange, registered under registration no BRZ-1-4401-2024, dated 21/08/2024 from Mrs. Theresa D'souza, Mr. Carlton Dominic De Souza, Mrs. Stephanie Naval Dacruz, Mr. Charles Custodio Desouza and Mrs. Joanne Maria Desouza.

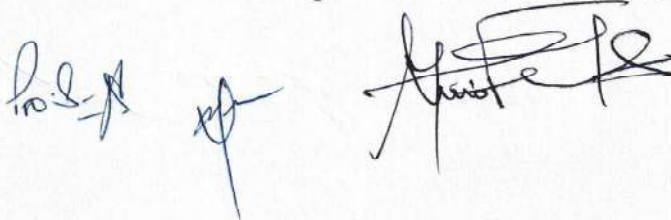
AND WHEREAS the LAND OWNERS/VENDORS accordingly as owners in possession of $\frac{1}{2}$ undivided portion / share in the said property have agreed to enter into this agreement for joint development



of the said entire property with the owners of the balance undivided share in the said property, the DEVELOPER/PURCHASER for the purpose of development of the said entire property by the DEVELOPER/PURCHASER and sale thereafter of shops, offices and parking spaces appurtenant thereto constructed by the DEVELOPER/PURCHASER to **third parties/prospective** purchasers excluding the built up area allotted and retained by the LAND OWNERS/VENDORS along with the proportion of undivided share appurtenant thereto as detailed in schedule II herein below.

WHEREAS THE LAND OWNERS/VENDORS thus being desirous of jointly developing the said property with the DEVELOPER/PURCHASER, have through the intervention of the CONFIRMING PARTY have approached the DEVELOPER/PURCHASER and offered to entrust the joint development of the said 1/2th undivided share in the said property to the DEVELOPER/PURCHASER in consideration of which the FIRST PARTIES/LANDOWNERS shall be allotted by the DEVELOPER/PURCHASER in exchange on ownership basis built up area having a carpet area of 285 square meters corresponding to the built up area of 376.80 square meters more particularly indicated in the **SCHEDULE II** hereunder written which built up area is equivalent to the consideration/value of **Rs. 1,50,72,000/- (Rupees one Crore fifty lakhs seventy two thousand only)**

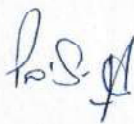
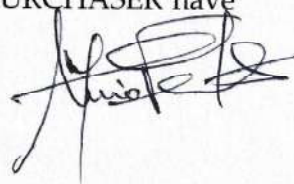
AND WHEREAS based on the above representation herein above and based on the fact that the LAND OWNERS/VENDORS AND THE DEVELOPER/PURCHASER are both having 1/2 undivided share in the



said property more particularly described in the schedule I hereunder written, the LAND OWNERS/VENDORS hereto have accordingly also agreed to entrust the development of the said entire property including their half undivided share to the DEVELOPER/PURCHASER, owners of the balance $\frac{1}{2}$ undivided share/right for construction of a building having multi stories with shops, offices, and parking space and sale of the said $\frac{1}{2}$ undivided share in the said property and in exchange thereof the DEVELOPER/PURCHASER have agreed to provide to the LAND OWNERS/VENDORS for their share in the said entire property a built up area having a carpet area of 285 square meters corresponding to built up area of 376.80 square meters, which has the value equivalent to 1,50,72,000/- (Rupees one Crore fifty lakhs seventy two thousand only).

AND WHEREAS the DEVELOPER/PURCHASER being desirous of acquiring the said $\frac{1}{2}$ undivided share/portion of the said property, for development got published a Public Notice dated 6th March 2024 in the local newspapers "Herald" of the edition dated 6th March 2024 inviting Objection/s, if any, supported by valid documents, to the intended purchase/development of the said undivided share in the said property and no objections for the purchase of the said undivided share in the said property or the property were received from any person/persons, Company, Financial Institution or Firm or public in general.

AND WHEREAS the LAND OWNERS/VENDORS and the DEVELOPER/PURCHASER on the basis of title documents furnished by the LAND OWNERS/VENDORS have therefore concluded that the LAND OWNERS/VENDORS and the DEVELOPER/PURCHASER have



a clear and marketable title to the said entire property more particularly described in the schedule I hereunder written..

AND WHEREAS the subject matter of this Agreement is all that $\frac{1}{2}$ undivided share in the said entire property which shall hereinafter be referred to as the **DEVELOPMENTAL PROPERTY** and is more specifically found described in its entirety in the SCHEDULE I hereunder written.

AND WHEREAS the LAND OWNERS/VENDORS have agreed to entrust the said DEVELOPMENTAL PROPERTY more particularly described in its entirety in the SCHEDULE I hereunder written in the hands of the DEVELOPER/PURCHASER for development of a multi storeyed building in the said entire property by construction of shops, offices, parking spaces and the sale of the same on completion of the construction to third parties/purchasers, excluding the built up area as detailed in Schedule II reserved to be allotted in exchange to the First Party on the terms and conditions and price and in considerations, more specifically set out herein below.



**NOW THIS AGREEMENT FOR DEVELOPMENT AND SALE
WITNESSETH AS UNDER:**

1. THE LAND OWNERS/VENDORS as owners of $\frac{1}{2}$ undivided right/share in the said property along with the DEVELOPER/PURCHASER, who are owners of the balance undivided share in the said property more particularly described in schedule I hereunder written do hereby entrust, grant, transfer and assign unto the DEVELOPER/PURCHASER

all the right of exclusive development and sale of the said entire property by constructing there upon multi storied building consisting of shops, offices and parking spaces, belonging to both the parties herein in consideration of which the DEVELOPER/PURCHASER shall construct and allot by way of exchange for their $\frac{1}{2}$ undivided share a built up area consisting of carpet area of 285 square meters, corresponding to the built up area of 376.80 square meters along with 4 parking space being two open to sky and two in the underground parking area more particularly detailed in Schedule II hereunder written and identified in the plans annexed hereto.

2. Simultaneously with the execution of this Agreement, The LAND OWNERS/VENDORS do hereby allow DEVELOPER/PURCHASER to enter the said property for the purpose of carrying out works of construction in the said property more particularly described in SCHEDULE I hereunder written and for that purpose the DEVELOPER/PURCHASER is permitted to take measurements, execute development works, carry out constructions as per plans, duly approved by the competent authorities.

3. The building to be constructed therein shall be known as "MFA-MAPUSA CABIN TRADE CENTER"

4. In consideration for the transfer of the sole development and selling rights in the $\frac{1}{2}$ undivided rights in the said entire property of the LAND OWNERS/ VENDORS to the DEVELOPER/ PURCHASER, the DEVELOPER/ PURCHASER shall construct, build for self and on behalf of the LAND OWNERS/VENDORS and convey in favour of third parties/prospective purchasers all the rights in the built up area constructed therein excluding the built up area referred to hereinabove,



retained an allotted to the LAND OWNERS/VENDORS which is more particularly described in the schedule II hereunder written.

5. The consideration payable by the DEVELOPER/PURCHASER subject to the approval of the proposed plans and/or revision /modification /alteration of the proposed construction plan to the LAND OWNERS/VENDORS without payment of any further consideration by the LAND OWNERS/VENDORS the carpet areas and built up areas as identified in SCHEDULE II hereunder written and two open to sky identified parking slots and two additional parking slots in the lower basement more particularly identified in the plans annexed hereto in red coloured lines.

6. The total value of the built up area and parking spaces is equivalent to **1,50,72,000/- (Rupees one Crore fifty lakhs seventy two thousand only)**

7. The details of the built-up area referred to herein above and allotted to the LAND OWNERS/ VENDOS are more specifically found described in SCHEDULE II and shown in the plans at Annexure I in red coloured lines and having the Specifications more specifically set out in SCHEDULE III appearing hereinafter.

8. The said built up area comprising of one Shop on ground floor and eight Offices on other floors and more specifically found described in SCHEDULE II and identified in the plans annexed at Annexure I constructed in terms of the specifications contained in SCHEDULE III shall be construed by the DEVELOPER/PURCHASER within a period of 36 months from the date of obtaining the approvals and license from the Mapusa Municipal Council for development of the said property. The applications for obtaining the approvals and licenses shall be moved by the DEVELOPER/PURCHASER within 3 months from today.

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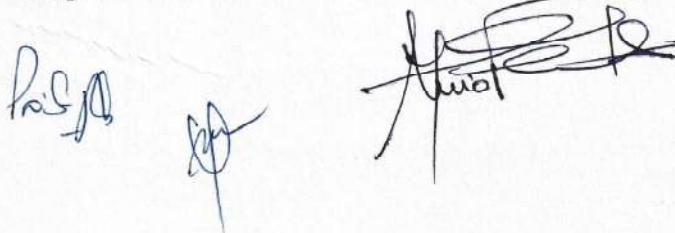
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with simultaneous intimation of the same to the OWNER/DEVELOPER. The DEVELOPER/PURCHASER shall however, be entitled to a further grace period of three months for completion and hand-over of the built-up area to be handed over to the LAND OWNERS/VENDORS. However on completion of the extended period of three months, time being the essence of this agreement no further extension shall be permitted. Time being the essence of The agreement, in case of failure to perform the terms of the agreement within the periods prescribed herein above, the DEVELOPER/PURCHASER shall be liable for the penalties prescribed herein below in clause 40 and interest thereupon as provided herein below.

9. THE LAND OWNERS/VENDORS shall have no more claims or demands of whatsoever nature from the DEVELOPER/ PURCHASER besides the consideration agreed upon, herein above including the penalty and consequences including interest thereupon as herein below contained .

10. The DEVELOPER/PURCHASER shall be entitled to carry out development in the said property by putting up construction of a multi - storied building comprising of shops, offices, commercial spaces, parking bays and/or any other development that the DEVELOPER/PURCHASER wishes to carry out in the DEVELOPMENTAL PROPERTY without any obstruction, interference or obstruction of whatsoever nature either from the LAND OWNERS/VENDORS or their agents, nominees, assigns, heirs, legal representatives, or any other person or persons claiming through the LAND OWNERS/VENDORS.

11. The DEVELOPER/PURCHASER shall on obtaining all the sanads, approvals, licenses enabling the DEVELOPER/PURCHASER hereto to



construct the building upon the said entire property shall be entitled to enter into agreement for sale with third parties in respect of the proposed construction and on completion of the construction and delivery of the built up area complete in all respect to the LAND OWNERS/VENDORS in terms of Schedule II and thereafter shall be entitled to sell, dispose off or transfer or part with the possession of the flats, shops, parking bays etc., or any other construction carried out in the said property together with the proportionate share in land corresponding the built up area of the same in which event the LAND OWNERS/VENDORS shall not be liable in any manner whatsoever to third parties and differences/disputes if any arising in respect of the built up areas agreed to be sold to THIRD PARTIES shall be the exclusive liability of the DEVELOPER/PURCHASER and the LAND OWNERS/VENDORS shall not be concerned with and shall not have to deal with the same in any manner whatsoever. It is specifically made clear that the Second Party shall be permitted to deliver possession of the built up area agreed to be sold to Third Parties by the Second Parties only after first delivering the possession of the built up area agreed to be allotted in exchange to the LAND OWNERS/VENDORS and more particularly described in SCHEDULE II hereunder written along with a written acknowledgement of such delivery complete in all respects including the grant of occupancy certificate, completion certificate issued by the authorities and a certificate of completion issued by the architect appointed by the LAND OWNER/VENDORS disclosing that the construction has been fully completed as shown in agreement for joint development and sale and the specifications contained in Schedule III herein below.

The Land owner appointed architect , Arch. has to certify and issue a certificate of completion (limited to check the dimensions to a tolerable limits and basic specifications listed below) at the below listed stages of the building, on being informed by e mail/ Regd Ad letter to the Land owner/ vendor by the second party informing the completion of the particular stage. The land owner appointed architect has to check and certify that the work requested to be checked is certified within 15 days of request being made, failing which that particular stage will be deemed to be completed and certificate of completion pertaining to that stage is issued except as contemplated under Sec 14(3) of the Real Estate Regulation Act.

The stages are.

1. On completion of the RCC structure (columns, beams, slabs , RCC walls , internal plastering and /or putty of walls) to confirm that the dimensions are in compliance of the plan attached herewith of the built up area allotted to the land owners/ vendors.

2. On completion of building and being informed to verify the completion of tiling, electrification, doors/ windows etc of the built up area allotted to the land owners/ vendors only.

12. On completion of the LAND OWNERS/VENDORS DEVELOPED AREA as set out in SCHEUDLE II in terms of specifications contained in SCHEDULE III and as detailed in clause II herein above and notice thereof to the LAND OWNERS/VENDORS, THE LAND OWNERS/VENDORS shall take possession of the same, within a period of 15 days from the date of receipt of the notice for taking possession thereof, failing which the THE VENDORS/ LAND OWNERS shall be deemed to have taken possession of the same. The LAND OWNERS DEVELOPED AREA shall be deemed to be completed on obtaining

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occupancy certificate as well as a certificate issued by the architect appointed by the LAND OWNER/VENDORS certifying that it has been completed in all respects in terms of the specification contained in Schedule III. Mere issue of occupancy certificate shall not mean that the built up area is completed in all respects until the completion certificate issued by the architect of the LAND OWNERS/VENDORS has been obtained as defined/ specified in Clause 11 above.

It is hereby agreed by the parties hereto that receipt of occupancy certificate from the Mapusa Municipal Council and the Completion certificate from the North Goa Planning and Development Authority and a completion certificate issued by the Architect appointed by the LAND OWNERS/VENDORS as defined/ specified in Clause 11 above shall be conclusive proof of the project being completed in all respects.

The LAND OWNERS/VENDORS shall have the right to appoint an engineer / architect for the purpose of inspecting the works executed from time to time and offer suggestions, if so required in writing , and any such suggestions so offered shall be reviewed by the Site Engineer of the DEVELOPER/PURCHASER and if at all the suggestions recommended by the Architect/Engineer of the LAND OWNERS/VENDORS is as per the areas and dimensions set out in the plan attached hereto/ specifications hereto, the same shall be executed.

13. THE LAND OWNERS/VENDORS shall execute a specific power of attorney to facilitate the PURCHASER/ DEVELOPER to enter, upon the property, take measurements, and to do all acts and things required for its development, however, it is specifically agreed and understood that the power of attorney shall not be used to the prejudice of the VENDORS/ LAND OWNERS and shall not authorize the

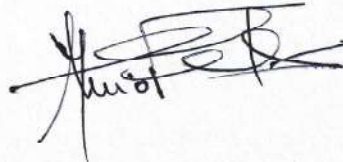


PURCHASER/ DEVELOPER, to mortgage or to execute a sale deed in respect of the ENTIRE DEVELOPMENTAL PROPERTY, until such time the LAND OWNERS/VENDORS first allots and put in physical possession and enjoyment of the LAND OWNERS/VENDORS DEVELOPED AREA agreed to be constructed and completed in all respects in consideration of grant of developmental rights in the ½ right in DEVELOPMENTAL PROPERTY of the LAND OWNERS/VENDORS. It is specifically agreed that the apart from the grant of the rights to develop the said property, the FIRST PARTY/LAND OWNER shall not bear any other cost towards the licensing, conversion and completion of the construction of the DEVELOPMENT AREA of the LAND OWNERS/VENDORS. It is hereby made explicitly clear that the LAND OWNERS/VENDORS shall be liable to pay the GST and infrastructure tax as required by law in respect of the services rendered by the DEVELOPER/ PURCHASER in respect of services rendered for the super built up area constructed by the DEVELOPER/PURCHASER for and on behalf of the ½ undivided share of the LAND OWNERS/VENDORS. However it is made clear that the cost of installation of a transformer shall be borne by the DEVELOPER/PURCHASER.

14. THE DEVELOPER/PURCHASER shall be entitled to apply for and obtain all approvals, permissions, NOC's and all required documents, from the concerned authorities, in the name of LAND OWNERS/VENDORS and/or DEVELOPER/PURCHASER and the LAND OWNERS/VENDORS shall sign any or all the documents, papers, and applications for the said purpose. However, the DEVELOPER/PURCHASER shall also be entitled to sign any application on behalf of the LAND OWNERS/VENDORS on the basis of the Power

of Attorney for such acts that have been authorized in the said Power of Attorney.

15. All the expenses involved for obtaining the licenses, permissions, and all other approvals, including payment of any taxes like infrastructure tax and any other fees or taxes connected with obtaining of all licenses, approvals and permissions for construction of the project shall be borne by the DEVELOPER/PURCHASER.
16. On the LAND OWNERS/VENDORS taking possession of the LAND OWNERS/VENDORS DEVELOPED AREA as described in Schedule II hereunder written and as certified by the architect of the LAND OWNERS/VENDORS as defined/ indicated in Clause 11 above, the LAND OWNERS/VENDORS shall have no other claims or demands against the DEVELOPER/PURCHASER in respect of any item of work which may be alleged not to have been carried or completed except claiming any defect or deficiency of service for a period of during the subsistence of warranty period of 5 years or as permitted under RERA.
17. On completion and handover of the LAND OWNERS/VENDORS DEVELOPED AREA, to be given to the LAND OWNERS/VENDORS, the LAND OWNERS/VENDORS shall be liable to pay the DEVELOPER/PURCHASER at the time of taking possession all rates/taxes/house tax/electricity charges/ electricity meter deposits/ cess etc. and outgoings in respect of the LAND OWNERS/VENDORS DEVELOPED AREA legally paid by the DEVELOPER/PURCHASER towards obtaining the individual house tax numbers, electricity connections, meter etc for the LAND OWNERS/VENDORS DEVELOPED AREA. The DEVELOPER/PURCHASER shall provide receipts of payment and documents in proof of such payment to the authorities and call upon the LAND OWNERS/VENDORS to pay their


share corresponding to the land owner/ vendor developed area constructed for the LAND OWNERS/VENDORS in the said property..

18. The LAND OWNERS/VENDORS DEVELOPED AREA, which the DEVELOPER/PURCHASER is bound to construct by way of consideration for sale of the Undivided rights of the LAND OWNERS/VENDORS shall be constructed strictly in accordance with the specifications more specifically mentioned in the SCHEDULE III, and which shall be treated as a part and parcel of this agreement.
19. THE LAND OWNERS/VENDORS shall be entitled to suggest any changes or modifications for LAND OWNERS/VENDORS DEVELOPED AREA, or part thereof, subject matter of consideration of this agreement. However, any such suggestions which deviate from the approved plans and result in additional cost, shall be defrayed by the LAND OWNERS/VENDORS on the basis of actual cost of the construction. However, in the event of the changes/modifications that may be suggested by the LAND OWNERS/VENDORS being unexecutable either technically or on account of advancement of the Construction, the DEVELOPER/PURCHASER shall not be bound to execute such additional works of modifications.
20. The period of putting the LAND OWNERS/VENDORS in physical possession and enjoyment of the LAND OWNERS/VENDORS DEVELOPED AREA, ready in all respects in terms of the specifications at SCHEDULE II & III shall be subject to the following:-
 - a) No shortage of construction material, required for the construction of the said built up area, in the open market.
 - b) There is no force majeure or war or outbreak of hostilities, which might reasonably hamper the construction work.

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- c) There is no Order from any Judicial/Quasi-Judicial authority ordering the Stoppage of work for acts not attributable to the PURCHASER/DEVELOPER.

The requirement of this clause under a),b) and c) shall be subject to a notice of the happening of the above events by the DEVELOPER/PURCHASER in writing immediately on happening of such events to the LAND OWNERS/VENDORS.

21. The LAND OWNERS/VENDORS shall be at liberty to inspect the VENDORS/ LAND OWNERS DEVELOPED AREA, at the time of its construction from time to time so as to satisfy themselves that the work executed and that the same is in compliance of the provisions of RERA.

22. THE DEVELOPER/PURCHASER shall be entitled to sell in whole or in parts any flat, Office, shop, or garages/parking spaces constructed in the DEVELOPMENTAL PROPERTY EXCLUDING THE LAND OWNERS/VENDORS DEVELOPED AREA constructed by the DEVELOPER/PURCHASER for the LAND OWNERS/VENDORS and undivided share/right appurtenant thereto and shall be entitled to receive payments from the Prospective purchaser/ third parties and the VENDORS/ LAND OWNERS shall be bound to execute a Conveyance Deed in respect of the proportionate share in land corresponding the built-up area agreed to be sold to such parties provided always that the DEVELOPER/PURCHASER shall not be entitled to create any third party rights or transfer the rights in respect of the built up area and the proportionate share in land corresponding the built-up area of the LAND OWNERS/VENDORS DEVELOPED AREA, and the LAND OWNERS/VENDORS shall at all times be entitled to retain the proportionate share in land corresponding the LAND OWNERS/VENDORS DEVELOPED AREA, and further

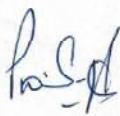
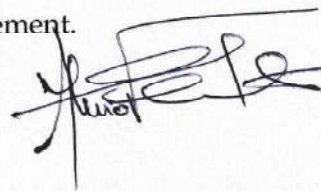


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subject to the DEVELOPER/PURCHASER first handing over the physical possession of the LAND OWNERS/VENDORS DEVELOPED AREA, more particularly described in Schedule II to the LAND OWNERS/VENDORS, complete in all respect along with occupancy certificate, certificate of completion from the architect appointed by the LAND OWNERS/VENDORS as defined/ specified in Clause 11 above and having water and electricity connections, house tax numbers etc and all other specification as contained in Schedule III.

23. The Obligations of the:

- a. The PURCHASER/ DEVELOPER are to bear the cost of and:-
 - i. To arrange funds required for the purpose of carrying out all the development works. To pay for all the marketing expenses and all costs that shall be incurred in obtaining all construction approvals from all competent government authorities such as infrastructure tax, TCP fees, Electricity and P.W.D. fees and all Panchayat fees required for obtaining the construction license.
 - ii. To obtain the Conversion Sanad towards the "DEVELOPMENTAL PROPERTY" and to sort or clarify any matters or issue with regards to the same.
 - iii. To obtain all the necessary permissions and approvals for construction from Competent Authorities namely Mapusa Municipal Council, North Goa Planning and Development Authority/Town and Country Planning Department or such authorities as may be required under the law.
 - iv. To execute the works in accordance with the sanctioned plans with the said specification and amenities mentioned in SCHEDULE-II & III.
 - v. To complete the entire works as per the time frame mutually agreed and hereunder written, time being essence of the Agreement.

- vi. To pay cost of all the materials required for carrying out and completing all the works, including the cost of material required for flooring, doors/windows, sanitary/plumbing fitting, electrification, paints, transformer and the like.
- vii. To engage services of Architects, Engineer/s, Contractors, Labourers, Workers and other managerial staff for the purpose of developing the said property.
- viii. To pay cost of wages and labour, direct and indirect, supervisory staff, technical staff, including statutory claims of ESI, PF, claims under the Workmen Compensation Act and the like.
- ix. To pay the contractor, sub-contractors and other agencies.
- x. To pay the hire charges for the equipment, cantering materials.
- xi. To pay losses or claims raised by Government Authorities for infringement of any law or not complying with the rules and regulations.
- xii. To pay and settle any claim of any labour or other related agencies for injury/damage caused during the course carrying out the works.
- xiii. To keep the VENDORS/ LAND OWNERS fully indemnified for any deficiencies in execution/completion of works or for any delays in execution not attributable to the FIRST PARTIES/ LAND OWNERS and against any claims resulting there from.

The LAND OWNERS/VENDORS shall however be bound to pay the share of the infrastructure tax, GST as applicable by law for services rendered by the DEVELOPER/PURCHASER to the VENDORS/OWNERS in respect of the construction of the super built up area agreed to be constructed for the LAND OWNERS/VENDORS as identified in Schedule II hereunder written.

24. Without in any way conflicting with and/or deviating from the provisions of the above clause herein above, the specific duties, responsibilities of

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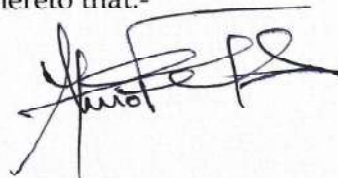
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the respective parties as stated herein, the parties agree and confirm that in the interest of timely completion of the development as and when required, they would be co-operating with or helping each other to enable the affected party to discharge their responsibilities and duties to the best of their ability. However such co-operation or help shall not discharge the affected party from liability towards the other parties or other claimants under this Agreement.

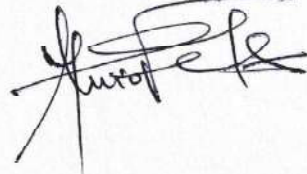
25. It is hereby agreed that it shall be the responsibility of the DEVELOPER/PURCHASER to collect/incure all Government taxes, such as service tax, GST, etc from all prospective PURCHASERS of built up area at source and to make the respective payments to the respective Government Departments. The DEVELOPER/PURCHASER shall charge GST to the LAND OWNER/VENDORS on the services rendered by the DEVELOPER/PURCHASER for construction of the built up area constructed for the LAND OWNER/VENDORS. This GST charged by DEVELOPER/PURCHASER to the OWNERS/VENDORS shall be paid by the OWNERS/VENDORS within 15 days of demand by the DEVELOPER/PURCHASER FOR EACH PHASE OF THE CONSTRUCTION. The OWNERS/VENDORS shall be entitled to seek and obtain copies from the DEVELOPER/PURCHASER of the records/certificate of such payments towards the GST.
26. It is hereby agreed that it shall be the responsibility of the DEVELOPER/PURCHASER to obtain all necessary permission from appropriate authorities to undertake the construction/development activities. THE FIRST PARTIES/ LAND OWNERS authorize the PURCHASER/ DEVELOPER to obtain and apply such development permissions in the name of PURCHASER/ DEVELOPER.
27. It is specifically agreed by and between the parties hereto that:-





- a. This Agreement also does not create any relationship of principal and agent or contractor between the Parties.
- b. This Agreement also does not create any association formed by the Parties and in fact each party is doing its own business independent of each other and the rights and obligations of each Party is well defined, specific and mutually exclusive.
- c. The liability to pay the income tax or any other taxes, etc. on gross and/or net income earned or on costs incurred by each Party shall be their respective responsibilities individually and any other Party shall in no way be involved or concerned about such liabilities of the other Parties. However, the Parties shall ensure that they discharge all their respective obligations in respect of the matters referred in this clause so that the execution, completion and sale of the Project is not affected in any manner.
- d. Each of the Parties herein shall indemnify and keep indemnified, saved, defend and harmless the other party from or against any liability arising from non-payment of any taxes, levies, etc. on gross and/or net income accruing from the present development.
- e. It is specifically agreed that the, title and possession of the "DEVELOPMENTAL PROPERTY" shall remain vested in the LAND OWNERS/VENDORS till the possession of the LAND OWNERS/VENDORS DEVELOPED AREAS, are handed over to the FIRST PARTIES/ LAND OWNERS by the PURCHASER/ DEVELOPER complete in all respect and a deed of declaration acknowledging such delivery or any other deed is made by the parties confirming the completion of the construction by the DEVELOPER/PURCHASER in respect of the LAND OWNERS/VENDORS DEVELOPED built up areas..



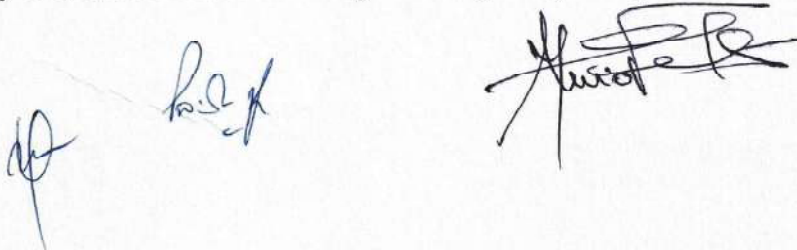


28. It is hereby specifically understood and agreed between the Parties hereto that the DEVELOPER/PURCHASER shall indemnify the LAND OWNERS/VENDORS for any monetary and legal consequences arising out of any relationship contractual or otherwise entered into between the DEVELOPER/PURCHASER and any third party/agency and/or in respect of losses caused due to actions, claims, damages, compensation or costs, charges and compensation or costs, charges and expenses arising out of any accident or injury sustained by any workman.

29. The LAND OWNERS/VENDORS and the DEVELOPER/PURCHASER hereto agree and record that they shall from time to time hold site meetings to review the progress of the work as per the mutually agreed schedule and maintain a record of such meetings and suggestions/reviews thereof and intimated in writing to the LANDOWNERS/VENDORS. However the suggestions/reviews shall not take away the responsibility of the DEVELOPER/PURCHASER to complete the built up area of the OWNERS/VENDORS in terms of the specifications contained in SCHEDULE III hereunder written and shall not take away the right of the VENDORS/OWNERS to point out any deficiency in the construction as provided after its completion and within the period of warranty of five years or any period as provided under RERA.

30. The LAND OWNERS/VENDORS hereby declare that:-

- a) They have good right, full power and absolute authority to sell and transfer to the DEVELOPER/PURCHASER, THE DEVELOPMENTAL PROPERTY and that neither they nor any one on their behalf have committed any act, deed matter or thing whereby they are prevented



from transferring and entrusting THE PROPERTY to the DEVELOPER/PURCHASER for its development and sale.

- b) They have not in any way encumbered or agreed to encumber by way of any mortgage, charge, lien, trust, pledge or otherwise howsoever, their right, title and interest in THE DEVELOPMENTAL PROPERTY.
- c) The subject matter of this agreement is not the subject matter of any litigation pending in any Court nor there is any prohibitory order from any revenue authorities nor is there any Injunction restraining the LAND OWNERS/VENDORS herein from either selling, alienating or transferring THE DEVELOPMENTAL PROPERTY.
- d) They have not entered into any agreement with any person or persons nor have they received any deposit from any person in respect of THE DEVELOPMENTAL PROPERTY.

31. After the completion of the construction and development in the said property and simultaneously with the transfer of the possession of the LAND OWNERS/VENDORS DEVELOPED AREA ready in all respects, in terms of the approved plan and the specifications, and certificate issued by the architect appointed by the OWNERS/VENDORS as defined/specified in Clause 11 above, the LAND OWNERS/VENDORS shall retain the proportionate share in land corresponding the built up area of the LAND OWNERS/VENDORS DEVELOPED AREA and shall be bound to sell, convey and transfer the balance undivided share in land corresponding the construction carried out by the DEVELOPER/PURCHASER in favour of the any third party PURCHASER or any other person or persons to whom the built up areas have been allotted to by the DEVELOPER/PURCHASER and the cost of stamp duty, registration charges, copying charges and all other incidental expenditure incurred towards such transfer of the

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DEVELOPERS developed area, shall be borne by the DEVELOPER OR the third party purchaser, with no reference to the LAND OWNERS/VENDORS. For the purpose of clarity it is hereby explicitly made clear that the LAND OWNERS/VENDORS shall not be bound to transfer and convey any area which constitutes the built up area of the LAND OWNERS/VENDORS DEVELOPED AREA .

32. The Addresses of the Parties for the purpose of service shall be as under:

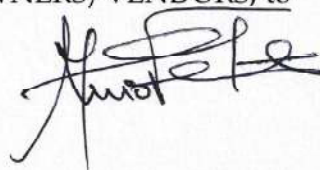
1) THE DEVELOPER/PURCHASER - Mario Fernandes, 6 Comunidade Ghor, 2nd floor, Above Vodafone store, Angod Mapusa. Email address [REDACTED]

2) LAND OWNERS/VENDORS - PETER DONALD DE SOUZA
C/o Maria Annette Braganza Pinto, H No 68, Dhupem, Ucasaim, Bardez, Goa 403 507

Email address : [REDACTED]

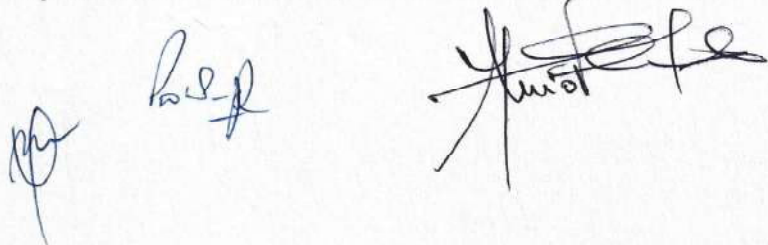
33. That on execution of this Agreement, the LAND OWNERS/VENDORS do hereby give no objection for the development of the said Property by the DEVELOPER/PURCHASER by constructing thereupon building consisting of shops, offices, commercial premises, apartments as well as to obtain any licences, approvals, permissions, sanads, no objections and in case so required by the DEVELOPER/PURCHASER, the VENDORS/ LAND OWNERS shall sign necessary papers, deeds and documents for the purpose of enabling the PURCHASER/ DEVELOPER to approach the licensing authorities, for obtaining such NOC's, permissions, licences, sanad or any other approvals required to be obtained by law.

34. That on the execution of this Agreement and execution of Power of Attorney, the DEVELOPER/PURCHASER is entitled, on the basis of the Power of Attorney executed by the LAND OWNERS/VENDORS, to

secure permissions, approvals, NOC from any authority including the order of change of zone, conversion, NOC from P.D.A.'s Town and Country Planning Department, licence from the Municipality or any other authority required by law in the name of LAND OWNERS/VENDORS or the DEVELOPER/PURCHASER for the purpose of constructing building or buildings/offices, shops and parking spaces in the said Property at his own cost. In the event of the LAND OWNER/VENDOR becoming liable for further taxation and fees on account of any change of zone, the additional taxes and fees shall be borne by the PURCHASE/DEVELOPER alone as the benefit of such change of zone is not accruing to the LAND OWNER/VENDORS

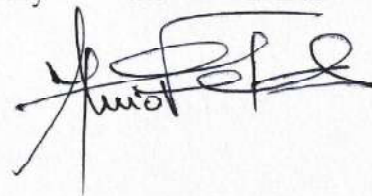
35. That on the execution of this Agreement and permitting the LAND OWNERS/VENDORS to develop the said property, the PURCHASER/DEVELOPER is entitled to enter into and execute Agreements of Sale in respect of the built up area proposed to be constructed by the DEVELOPER/PURCHASER in the said property and undivided right to the land corresponding to the built up area agreed to be constructed for the prospective third party/ Purchase excluding the built up area constructed for the LAND OWNERS/VENDORS and more particularly described in SCHEDULE II hereunder written and on delivery of the built up area agreed to be constructed by the DEVELOPER/PURCHASER to the VENDORS/LAND OWNERS shall execute necessary deeds and documents for conveying and conferring title in favour of the PURCHASERS or its transferees/third parties of the balance built up area in the said property and admit registration of the respective Agreements and Deeds of sale with the jurisdictional sub-Registrar of the Taluka on the basis of a second specific Power of attorney to be given by the LAND OWNERS/VENDORS simultaneously,



with the delivery of possession of the OWNERS/VENDORS DEVELOPED AREA by the PURCHASER/DEVELOPER and execution of the DEED of DECLARATION by both the parties acknowledging in writing the receipt of the OWNERS DEVELOPED BUILT UP AREA by the OWNERS/VENDORS complete in all respect with the specification contained in Schedule III hereunder written.

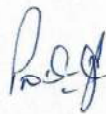
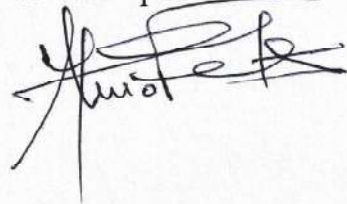
36. That all the expenses for the execution of the Agreements of Sale, Deeds of Sale including the cost of conveying or transferring rights to PURCHASER/ DEVELOPER of built up area including the cost of stamp papers, registration charges, typing charges and its advocate fees shall be borne by the DEVELOPER/PURCHASER or prospective third party/Purchaser of the built up areas as the case may be.
37. That on the PURCHASER/ DEVELOPER failing to discharge the obligation cast upon them and in case there is a persistent delay/default in completing the built up area from the due date, and in case the premises to be constructed for the VENDORS/ LAND OWNERS are not delivered within the stipulated time The LAND OWNERS/VENDORS shall be entitled to claim compensation as set out herein below in para 40 herein below besides being entitled to interest at the rate of 7% compounded annually on compensation payable by the DEVELOPER/PURCHASER to the LAND OWNERS/VENDORS .
38. The LAND OWNERS/VENDORS are residing in the said residential house and other structures bearing house no. 95 situated in the said property described in Schedule I hereunder written. The LAND OWNERS/VENDORS shall be entitled to reside in the said house until the expiry of 30 days from the date of obtaining the order from NGPDA and communication thereof to the LAND OWNERS/VENDORS. The DEVELOPER/PURCHASER shall notify the LAND





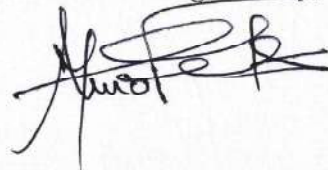
OWNERS/VENDORS the date on which the DEVELOPER/PURCHASER has been granted the Construction License from the Mapusa Municipal Council and intimate the same to the LAND OWNERS/VENDORS. In fact the OWNERS/VENDORS have secured an alternative house and moved therein and shall vacate the entire plot on the PURCHASER/ DEVELOPER obtaining a order from NGPDA and 30 days from the receipt of intimation thereof.

39. The LAND OWNERS/VENDORS has vacated the said house bearing house no 95 .
40. In the event the DEVELOPER/PURCHASER is unable to or fails to deliver the possession of the built up area agreed to be constructed and allotted to the DEVELOPER/PURCHASER complete in all respect along with electricity connection and occupancy certificate on or before the date mentioned in the clause herein above, the DEVELOPER/PURCHASER shall be liable to compensate the FIRST PARTIES/ LAND OWNERS by paying to the FIRST PARTIES/ LAND OWNERS a sum of Rs 50/- per sq.mts of carpet area for every day of delay in delivery of possession of the built up area of the premises/shop/ office.
41. The VENDORS/ LAND OWNERS shall maintain the front elevation and the side and the rear elevation of the said premises in the same form as the PURCHASER/ DEVELOPER has constructed it for them and shall not at any time alter the said elevation/façade/design in any manner whatsoever without the prior consent in writing from the PURCHASER/ DEVELOPER or any other entity managing the said building on its completion.
42. The Notices/Communication provided under this Agreement shall be sent under registered post to the address of the parties as

shown/indicated herein above and additionally, the required notices/communication shall also be sent via Email.

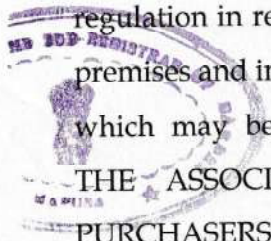
43. The LAND OWNERS/VENDORS shall have no right to transfer assign or sell their right and interest in the said property described in schedule I till they have discharged their liability to the DEVELOPER/PURCHASER by way of transfer of the said property or undivided share/portion thereof to the DEVELOPER/PURCHASER or to THIRD PARTY/PURCHASERS subject to delivery of the possession of the built up area as detailed in Schedule II hereunder written by the DEVELOPER/PURCHASER to the FIRST PARTY/ LAND OWNERS.
44. The vendor shall from the date of handing over possession maintain the said premises at their cost in a good tenable repair and condition and shall not do anything in or to the said premises which may be against rules or by laws of the Municipality or any other authority nor shall the FIRST PARTY/ LAND OWNERS change, alter or make additions in or to the said premises and/or to the building on taking possession of the said premises more particularly described in Schedule II hererunder written.
45. The FIRST PARTY/ LAND OWNERS shall on delivery of possession of their built up area pay their yearly proportionate share of outgoings as specified in RERA and any contribution in case incurred by the DEVELOPER/PURCHASER in respect of the common facilities, common lights, sanitations, chowkidars and sweepers remuneration drive way and garden lights, maintenance of gardens and all other common expenses in the said complex incidental to the said premises fixed by the entity constituted by the owners of all the units constructed in the said property. THE FIRST PARTIES / LAND OWNERS shall also pay at the time of taking possession the corpus fund to the legal entity/

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society corresponding to Rs. 500/m² of super built up area, charges etc towards the society/ association for maintenance of the building at the time of taking possession of the FIRST PARTIES/ LAND OWNERS DEVELOPED AREA and simultaneously signing of the deed of declaration of handing over possession of the said area and will sign all papers towards the registration of the society/ association or any other legal entity and further be members of the Society/ Association/ Legal Entity so formed for the maintenance and upkeep of the building.

46. Except reserved 4 parking bays allotted or reserved for the OWNERS/VENDORS as indicated in the schedule II herein below in the basement/ lower parking floor, and in parking plans annexed hereto as P1 and B2 the SECOND PARTY shall be entitled to use all the common facilities and amenities situated in the property as a co owner with other owners of premises in the building MFA - MAPUSA CABIN TRADE CENTRE.

47. The FIRST PARTIES/ LAND OWNERS do hereby agree to join the society or legal entity and observe and perform all rules and regulation in respect of the upkeep and maintenance of the aforesaid premises and in respect of the use and occupation of the said premises, which may be formulated by the DEVELOPER/PURCHASER OR THE ASSOCIATION OF SOCIETY CONSTITUTED BY THE PURCHASERS and in the event of the FIRST PARTIES/ LAND OWNERS not subscribing their signatures to the forms for admission as members, to the Society or legal entity formed for the purpose of maintenance and upkeep of the premises, the FIRST PARTIES/ LAND OWNERS shall be deemed to be the members of the Society/ legal entity and shall be bound by all the decisions of the Society/ legal



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entity including but not limited to payment of annual outgoings towards maintenance charges.

48. The FIRST PARTIES / LAND OWNERS agree and bind themselves to pay punctually and regularly on taking over the possession of the said premises, his share in all rates, taxes, dues, impositions, outgoings expenses and burdens imposed upon the said premises by the Municipality, the government, Revenue Authorities, the PURCHASER/ DEVELOPER or any other Authorities as well as Electricity and Water charges for common areas as and when the same become due and payable. On the FIRST PARTIES / LAND OWNERS taking possession, the PURCHASER/DEVELOPER will not be liable to pay for charges, fees, taxes dues, outgoings of the landowners/Vendors developed area under any circumstances.

49. The FIRST PARTIES/ LAND OWNERS shall at no time demand partition of their undivided interests in the said plot, it being agreed and declared by the parties hereto that their interest in the said plot is impartible.

50. If the FIRST PARTIES/ LAND OWNERS desire to make changes in the specifications, if permitted by DEVELOPER/PURCHASER, they will have to pay the additional cost arising thereupon before the said item of work is taken for execution and for the purpose of payment it will be considered as an extra item.

51. The DEVELOPER/PURCHASER shall assist LAND OWNERS/VENDORS and all the third party PURCHASERS of built up areas at the complex constructed in the said property which shall be known as "MFA - MAPUSA CABIN TRADE CENTRE" in forming an Association of Persons or such other entity for owning and / or maintaining the said property (hereinafter called THE ENTITY). The

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LAND OWNERS/VENDORS hereby agrees to sign all forms, applications, deeds and other documents as may be required for the formation of the Association for the maintenance of the said building. However the title of the built up area constructed by the PURCHASER/ DEVELOPER along with the undivided proportion right to the land appurtenant thereto shall be retained by the LAND OWNERS/VENDORS until the final execution of the deed of sale in favour of the third party/purchaser.

52. The costs of installation of the transformer and other allied specific facilities provided to the offices and shops to the VENDORS/LAND OWNERS and deposit that may be demanded by or paid to the electricity Department and water works, Department for the purpose of giving water and electrical connection to the said building and electrical/water meter deposit shall be payable by the DEVELOPER/PURCHASER.

53. That however the cost of security deposit and electricity meters provided by the electricity department for the premises to be allotted to the LAND OWNERS/VENDORS, shall be borne by the

LAND OWNERS/VENDORS

54. The DEVELOPER/PURCHASER is permitted under this agreement to erect sheds and huts for the residence of the labourers of the DEVELOPER/PURCHASER and structures for storage of materials for construction, offices for Engineers and staff of the DEVELOPER/PURCHASER pending delivery of possession in terms hereof.

55. That the DEVELOPER/PURCHASER is permitted to give no objection to the prospective third party/purchasers of shops, commercial spaces to raise funds from financial institution against mortgage of their respective

shops, commercial spaces along with undivided right in the land corresponding to the built up proposed to be purchased and in such a mortgage, the DEVELOPER/PURCHASER shall give a written consent to such third party/prospective purchaser for processing their loan with the bank and the Power of Attorney executed under this agreement shall contain adequate provision enabling the DEVELOPER/PURCHASER sign necessary documents with the Banks, with an express condition/prohibition that the VENDOR shall not be responsible for any such loans taken by the proposed third party/purchasers of shops/offices and such other commercial built up area constructed by the DEVELOPER/PURCHASER in the said property and shall in no way affect the rights of the LAND OWNERS/VENDORS to the built up area along with the undivided right to the land agreed to be allotted to the LAND OWNERS/VENDORS detailed in Schedule II hereunder written in exchange for the grant of the right to develop the said property by the DEVELOPER/PURCHASER.

56. At the request of the DEVELOPER/PURCHASER, the LAND OWNERS/VENDORS will execute all the Sale Deed/s in respect of the undivided share/right in said property either in favour of the DEVELOPER/PURCHASER or the nominees of the DEVELOPER/PURCHASER as the case may be at the option of the DEVELOPER/PURCHASER only after payment of the consideration corresponding to the undivided share/right regarding which the sale deed is being done in respect of the said property described in the Schedule I herein under written personally or by using a fresh General Power of Attorney executed by the LAND OWNERS/VENDORS in favour of the PURCHASER/ DEVELOPER and/or his nominee permitting the PURCHASER/ DEVELOPER to execute a deed of sale of

the same. The LAND OWNERS/VENDORS have executed a power of attorney in favour of the DEVELOPER/PURCHASER, permitting him to sell all the built up area except the area / premises reserved for the LAND OWNERS/VENDORS along with undivided right to the land appurtenant to the said built up area to be allotted to the LAND OWNERS/VENDOR with a clear reservation that the Power of attorney executed along with this agreement of joint development shall not entitle the DEVELOPER/PURCHASER to execute and register the deed of sale on behalf of the VENDORS/ OWNERS in favour of the DEVELOPER/PURCHASER or in favour of any THIRD PARTY/PURCHASERS of the built up area agreed to be sold by the DEVELOPER/PURCHASER to third parties/purchasers.

57. While this Agreement is subsisting, the LAND OWNERS/VENDORS shall not enter into any Agreement with other persons with respect to the said Property.

58. The LAND OWNERS/VENDORS hereby declare that the said 1/2 undivided share/right in the property and/or any part thereof is not subject to any acquisition or requisition by any authority under the Land Acquisition Act.

59. The LAND OWNERS/VENDORS assures the DEVELOPER/PURCHASER that:

- a) That the said 1/2 undivided share/right in the said Property is free from any encumbrances whatsoever and the LAND OWNERS/VENDORS have a clear and marketable title to the same and is free from any encumbrance whatsoever.
- b) That the LAND OWNERS/VENDORS are the exclusive owners of the said 1/2 undivided share/right in the said property and that there is no other person or persons entitled to the said share in the said property

except the balance $\frac{1}{2}$ undivided right in the said property which is owned by the DEVELOPER/PURCHASER

- c) That the said property is not subject to any tenancy or mundkarial claim/right in favour of any person/s whatsoever.,
- d) That the LAND OWNERS/VENDORS have not entered into any Agreement for the Sale, lease or conveyance of the said property with any other party or person besides the DEVELOPER/PURCHASER herein.

60. The LAND OWNERS/VENDORS shall not assign or transfer their OWNERSHIP rights in the said $\frac{1}{2}$ undivided share in the said property to any other party or person, without the knowledge and consent of the DEVELOPER/PURCHASER. The DEVELOPER/PURCHASER does hereby assure that they shall be alone responsible for any acts done by it in the course of development of the said property and the LAND OWNERS/VENDORS shall not in any way be responsible for the development and sale of the built up area constructed in the said property and in case there is any claim or demand from any third persons whatsoever as regards the development, construction and sale of the said built up area, the said claims and demands shall be settled by the DEVELOPER/PURCHASER herein without any reference to the LAND OWNERS/VENDORS. The acts of construction and development of the said property shall always be acts of the DEVELOPER/PURCHASER and the DEVELOPER/PURCHASER alone will be responsible for any consequence or claims in respect the acts performed by the DEVELOPER/PURCHASER in respect of the said property.



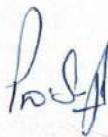
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61. The consideration agreed to be paid and the LAND OWNERS/ VENDORS DEVELOPED AREA agreed to be constructed and transferred in exchange in favour of the LAND OWNERS/VENDORS is on the basis of the prevailing The Goa (Regulation of Land, Development and Building Construction) Act, 2008 and The Goa Land development and Building Constructions Act, 2010. In the event of there being any amendment or change in the building by-laws which results in reduction of the area of built up area before the issuance of the license for construction, and only then there shall be a proportionate reduction in the LAND OWNERS/VENDORS DEVELOPED AREA. If however it results in increase in built up area the LAND OWNERS/VENDORS will be entitled to proportionate increase in the built up area. However, the amendment or change in the building by-laws or regulations mandates maintenance of setbacks invariance of the earlier by-laws, the plans of building constructions would have to be modified accordingly, without any reduction in the OWNERS/VENDORS developed area, for which the LAND OWNERS shall give no objection in writing for the same.

62. After the LAND OWNERS receive the consideration agreed to be paid under this agreement including the LAND OWNERS/VENDORS DEVELOPED AREA, the LAND OWNERS/VENDORS shall cease to have any right, title or interest in the Developmental Property excluding the built up area and undivided right to the land appurtenant thereto and therefore, any increase in FAR in future after the completion of the building shall accrue to the benefit of the DEVELOPER/PURCHASER. The rights of the LAND OWNERS in the said building on delivery of the OWNERS/VENDORS DEVELOPED AREA shall be restricted to the built up area more specifically set out



in SCHEDULE II and the LAND OWNERS/VENDORS shall have no right to access the terrace area which shall belong exclusively to the DEVELOPER/PURCHASER only.

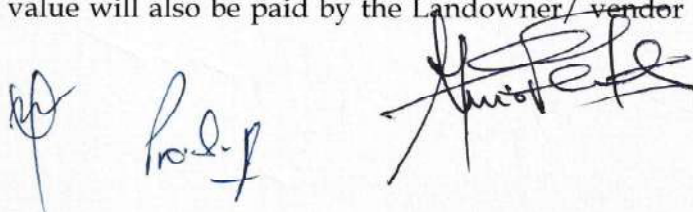
63. It is agreed and clearly understood between all parties hereto that the present Agreement is an Agreement for development of the DEVELOPMENTAL PROPERTY described in SCHEDULE I hereunder by the LAND OWNERS/VENDORS for the purpose of development and sale of the balance built up area excluding the built up area reserved or constructed for the LAND OWNERS/VENDORS and undivided right to the land appurtenant thereto.

64. Parties shall be entitled to specific performance of this Agreement and this Agreement shall bind all the heirs, legal representatives and successors in interest.

65. Time shall be construed to be the essence of this Agreement.

66. That all disputes which may arise between the parties to this agreement in relation to the interpretation of any of the terms and conditions of this agreement thereof and about the performance of these presents or concerning any acts or omission of other parties to the disputes or to any act which ought to be done by the parties in disputes or in relation to any matter whatsoever concerning this agreement shall be decided by the Courts of law having jurisdiction within the state of Goa.

67. That the market value of this agreement for development and sale is **Rs.1,50,72,000/- (Rupees one Crore fifty lakhs seventy two thousand only)**. The market value of LANDOWNERS/VENDORS built up area of 376.80 square m2 is calculated at the cost of construction at the rate of Rs. 40,000/- (Rupees forty thousand only) per square meter. TDS of 1% of the market value will also be paid by the Landowner/ vendor

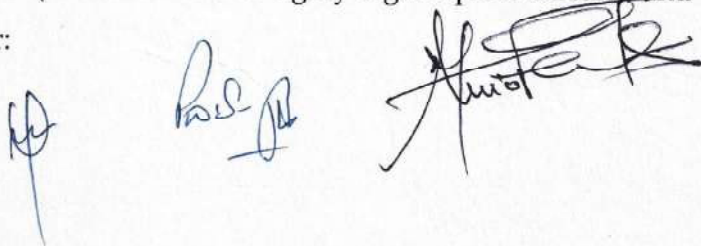


on demand by the Developer/ purchaser at the time of obtaining completion certificate or when legally payable to the Tax department.

68. All costs expenses, charges, stamp duty, registration fees etc. in respect of sale deed of built up area required to be transferred in favour of the third party/purchaser shall be borne by the purchaser or such third party/purchaser. The DEVELOPER/PURCHASER shall be entitled to seek conveyance of the balance area of the said property in his favour and or third party purchaser. All liabilities of the **LAND OWNERS/VENDORS** as applicable under the law including but not limited to taxes both direct and indirect, municipal taxes, maintenance deposits, levies and or other charges and handing over possession of the premises reserved or retained by the LAND OWNERS/VENDORS will be paid by the LAND OWNERS/VENDORS as applicable/ paid.

SCHEDULE - I

ALL THAT property known as "GHORBATTA" also known as "ANGODO" alias "AFORAMANTO" alias "GORBATTA" situated in Agnodvaddo in which exists a dwelling house bearing Municipal House No. 95 situated at Angod, Mapusa within the limits of the Mapusa Municipal Council, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, found described in the Land Registration Office of Bardez under (i) Description No. 27910 at page 10 of Book B 72; (ii) Description No. 27911 at page 10 reverse of Book B 72 and (iii) Description No. 38455 at page No. 163 of Book B-98; not found enrolled in the Taluka Revenue Office of Bardez; and in the new Survey bearing Chalta No. 18 of P. T. Sheet No. 155 of City Survey Mapusa admeasuring an area of 688 sq. mts. (six hundred and eighty-eight square meters) and is bounded as under:



On the East: By the brook of monsoon waters

On the West: By the public road

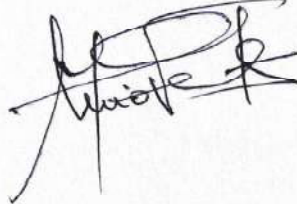
On the North: By the property of the heirs of Januario Sebastiao de Souza now bearing chalta no.19 of P.T. Sheet no.155 and

On the South: By the property Gorbatta with a building constructed by Alfran Developed bearing chalta no.17 of P.T. Sheet no.155.

SCHEDULE II

All that built up area admeasuring 376.80 **square meters** (In total) corresponding to 285 sqm² carpet area and 121.40 m² of common area in the building to be constructed by the PURCHASER/ DEVELOPER in the said property described in Schedule I hereinabove and agreed to be allotted to the LAND OWNERS/VENDORS on OWNERSHIP basis in consideration of their $\frac{1}{2}$ undivided portion/share in the said property, shall be as detailed herein below: 4-

Shop/ office No	Floor	Carpet area	Balcony area	Built up area	Common
2	Ground	50	0	54.7	15.3
102	First	27.1	7.1	38	12.5
202	Second	33.3	6.95	44.7	15.4
301	Third	29.1	7.6	40.6	13.3
303	Third	29.1	6.1	39.2	12.7
401	Fourth	29.1	7.6	40.6	13.4
403	Fourth	29.1	6.1	39.2	12.7
501	Fifth	29.1	7.6	40.6	13.4
503	Fifth	29.1	6.1	39.2	12.7

		285	55.15	376.8	121.4
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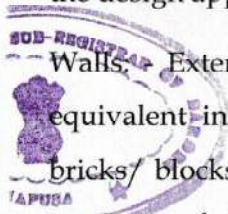
Garages and parking space	2 open to sky identified parking's & 2 demarcated parking garages in the lower basement immediately below the ground floor.			
---------------------------	--	--	--	--

All the aforesaid consideration/built up areas/parking's are duly identified in a site-plans annexed hereto forming part and parcel of this Joint Venture Agreement for Development-cum-Sale.

SCHEDULE III

SPECIFICATIONS

Structure: - R.C.C. framed structure with columns, beams and slab as per the design approved by the MMC/ PWD.



Walls. External walls to be of 20/15 cm thick laterite stone/rcc or equivalent in cement mortar 1:4 internal walls to be of 10-cm thick bricks/ blocks in cement mortar 1:3. External walls to be plastered with two coats of plaster (last coat to be sand faced). If wall is RCC then it will be finished with interior/ exterior putty. All walls to be plastered with one coat of cement /gypsum plaster and the second coat of Neeru or equivalent Or 15/10 cm thick RCC walls with putty and external wall with external putty.

[Handwritten signatures]

Flooring: - Flooring and skirting to be in vitrified tiles laid in cement mortar.

Painting: - All internal walls to be painted with plastic paint.

Shutters: - All roadside openings will be provided with a 16 gauge GI rolling shutter to be painted with good quality oil paint.

Common Toilets: - All the shops will have common toilet provided at the space designated in the approved plans the floors to be of ceramic tiles. Walls to be provided with light pastel shade ceramic tiles up to the door height. Sanitary ware to consist of commode/IWC, washbasin.

Parking: - Two designated open to sky parking's as well two designated underground parking in the lower basement parking.

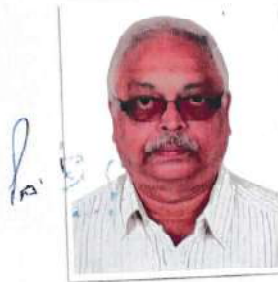
IN WITNESS WHEREOF, the parties hereto have signed this Agreement of sale and Development in the simultaneous presence of the witnesses signing below:



A handwritten signature in blue ink, appearing to be "K. S. J."

A large, stylized handwritten signature in blue ink, possibly reading "K. S. J." with a long horizontal stroke extending to the right.

FIRST PARTY/VENDORS/ LAND OWNER;



1. MR. PETER DONALD DE SOUZA, alias PETER DONALD D'SOUZA,
alias PEDRO DONALDO DE SOUZA, alias PETER D'SOUZA (For self
and attorney for MRS. ISHITA SHARAD SUKHADWALA)

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

4. _____ 4. _____

5. _____ 5. _____

[Handwritten signature]

P.D.S.

[Handwritten signature]

SECOND PARTY/ DEVELOPER



MR. MARIO BERALDO FERNANDES

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

4. _____ 4. _____

5. _____ 5. _____



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[Handwritten signature]

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THIRD PARTY CONFIRMING PARTY



MR. DIOGO JOAO XAVIER SEQUEIRA ALIAS DIOGO SEQUEIRA (For self
and POA for MRS. LEONORA SABINA SEQUEIRA alias LEONORA SABINA
DESOUZA SEQUEIRA)

1.-----1.-----

2.-----2.-----

3.-----3.-----

4.-----4.-----

5.-----5.-----



df *Paul-J* *Amor*

Witnesses

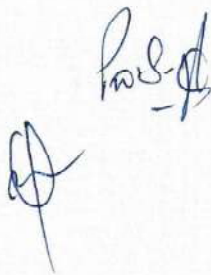
1. John Milagres Desouza



Flat no XT5 and XT6, Sunset Boulevard, Dangui Colony Mapusa

2. Maria Pereira - *Yerue*

D/o of Caitan Fernandes, house no 1A, Balbot, Bastora Bardez Goa



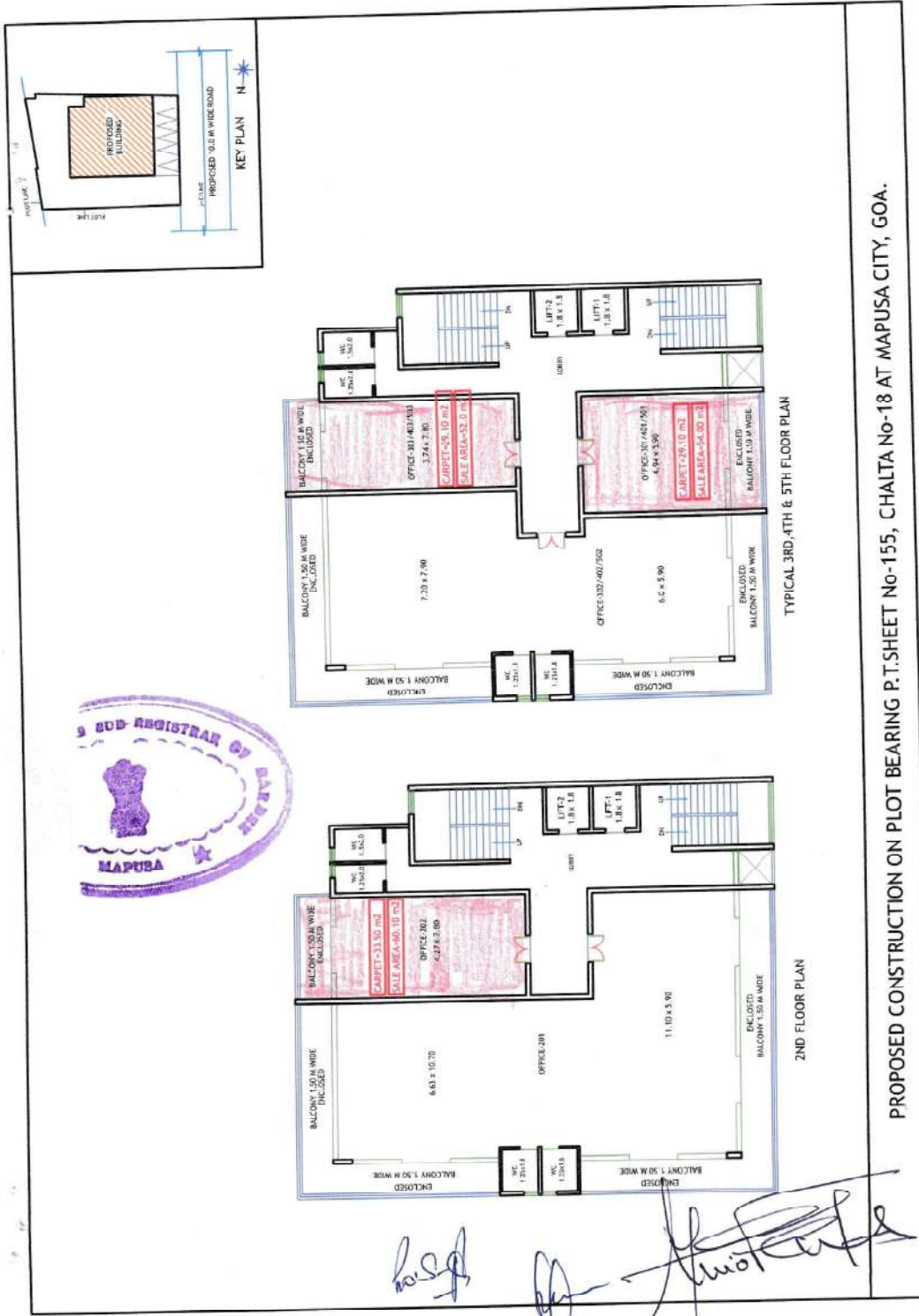
BR 2 - 2364
30/4/25



PROPOSED CONSTRUCTION ON PLOT BEARING P.T. SHEET No-155, CHALTA No-18 AT MAPUSA CITY, GOA.

[Handwritten signatures and initials]

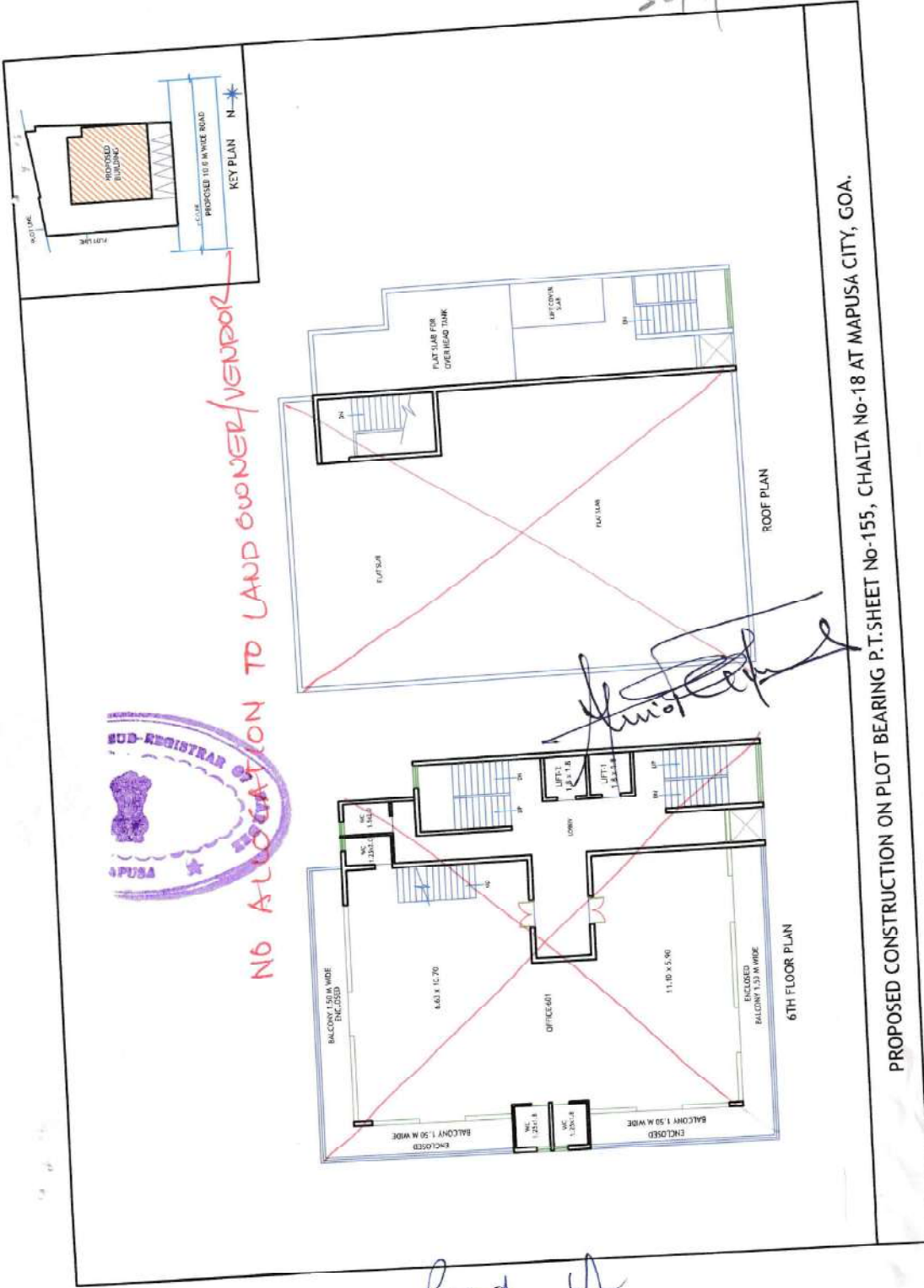
BR2-2364
30/4/25



PROPOSED CONSTRUCTION ON PLOT BEARING P.T.SHEET No-155, CHALTA No-18 AT MAPUSA CITY, GOA.

BR 2 - 2364

30/4/25





Government of Goa

Form 'D'

See Rule 7

Goa Land Revenue (City Survey) Rules, 1969

Property Card of Mapusa city

Page No. 1

Date 12/12/2023

Pt Sheet No	Chalta No	Area Sq.Mts	Tenure	Particulars of assessment or rent paid to Government and when due for revision	Category
155	18	688.00	OCCUP. CLASS I		Private

Easements

----- Nil -----

Holders in the origin of the title
(So far as traced) -

LATE TEREZA MARIA FERNANDES

FROM MAPUSA

Lessees -

----- Nil -----

Other Encumbrances -

----- Nil -----

Other Remarks -

----- Nil -----

Details -

Mutation
Date

Mutation
Number

Mutation
Type

Name

Remarks

New Holder (H),

Lessee (L),

Encumbrance(E)

Other Remarks(R)

Easements(A)

Area

(Sq.Mts)

[] Bracketed entries indicate Deletion

For any further inquiries, please contact the ISLR of the concerned city.

*** END OF REPORT ***



The record is computer generated on 12/12/2023 at 4:59:20PM as per Online Reference Number - 0. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://dslr.goa.gov.in>.



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 30-Apr-2025 11:06:03 am

Document Serial Number :- 2025-BRZ-2364

Presented at 10:35:52 am on 30-Apr-2025 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	437100
2	Registration Fee	452160
3	Tatkal appointment fee	50000
4	Processing Fee	3120
Total		942380

Stamp Duty Required :437100/-

Stamp Duty Paid : 437100/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	MARIO BERALDO FERNANDES ,Father Name:Constancio Joaquim Augustin Fernandes,,Age: 57, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No.242-A/1, St. Jerome Vaddo, Duler, Mapusa, Bardez, Goa, Address2 - , PAN No.: [REDACTED]			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	PETER DONALD DE SOUZA, Alias PETER DONALD D'SOUZA, Alias PEDRO DONALDO DE SOUZA, Alias PETER D'SOUZA . Father Name:Emidio Vitorinho Dsouza, Age: 71, Marital Status: Married ,Gender:Male,Occupation: Business, House No. 95, Angod, Mapusa, Bardez, Goa - 403 507, PAN No.: [REDACTED]			
2	MARIO BERALDO FERNANDES , Father Name:Constancio Joaquim Augustin Fernandes, Age: 57, Marital Status: Married ,Gender:Male,Occupation: Business, H.No.242-A/1, St. Jerome Vaddo, Duler, Mapusa, Bardez, Goa, PAN No.: [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	DIOGO JOAO XAVIER SEQUEIRA ALIAS DIOGO SEQUEIRA , Father Name:Diogo Joao Sequeira Alias Diogo Sequeira, Age: 61, Marital Status: Married , Gender: Male, Occupation: Business, H.No. 1/134/A, St. Jerome Vaddo, Duler Mapusa Bardez – Goa, 403507, PAN No.: [REDACTED]			
4	DIOGO JOAO XAVIER SEQUEIRA ALIAS DIOGO SEQUEIRA , Father Name:Diogo Joao Sequeira Alias Diogo Sequeira, Age: 61, Marital Status: , Gender: Male, Occupation: Business, H.No. 1/134/A, St. Jerome Vaddo, Duler Mapusa Bardez – Goa, 403507, PAN No.: [REDACTED] , as Power Of Attorney Holder for LEONORA SABINA SEQUEIRA Alias LEONORA SABINA DESOUZA SEQUEIRA			
5	PETER DONALD DE SOUZA, Alias PETER DONALD D'SOUZA, Alias PEDRO DONALDO DE SOUZA, Alias PETER D'SOUZA , Father Name: Emidio Vitorinho DSouza, Age: 71, Marital Status: , Gender: Male, Occupation: Business, House No. 95, Angod, Mapusa, Bardez, Goa - 403 507, PAN No.: [REDACTED] , as Power Of Attorney Holder for ISHITA SHARAD SUKHADWALA Alias ISHITA SUKHADWALA			

Witness:

I/We individually/Collectively recognize the Purchaser, Confirming Party, POA Holder, Vendor,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: JOHN MILAGRES DESOUZA ,Age: 54,DOB: ,Mobile: [REDACTED] [REDACTED],Email: ,Occupation:Business , Marital status : Married , Address:403507, Flat no XT5 AND XT6 SUNSET BOULEVARD DANGUI COLONY MAPUSA, Mapusa, Bardez, NorthGoa, Goa			
2	Name: Maria Pereira ,Age: 49,DOB: ,Mobile: [REDACTED] [REDACTED],Email: ,Occupation:Service , Marital status : Married , Address:403507, house no 1A Balbot Bastora Badez GOA, house no 1A Balbot Bastora Badez GOA, Bastora, Bardez, NorthGoa, Goa			


Sub Registrar
BARDEZ

Document Serial Number :- 2025-BRZ-2364

Document Serial No:-2025-BRZ-2364

Book :- 1 Document Registration Number :- BRZ-1-2591-2025 Date : 13-May-2025


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

SUB-REGISTRAR
BARDEZ

