

98510



गोवा GOA

514322

Serial No. 131 Place of Vendor, Panaji Date 27/11/18

Value of Stamp Paper 1000

Name of Purchaser \_\_\_\_\_

Residence \_\_\_\_\_ Name of Father \_\_\_\_\_

Purpose \_\_\_\_\_ Transacting Parties \_\_\_\_\_

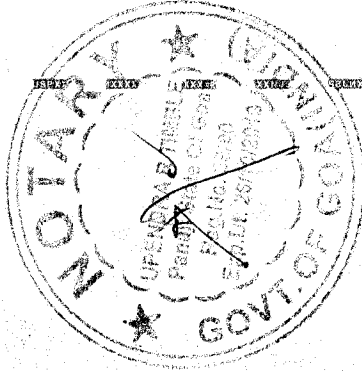
*[Handwritten Signature]*

Sign of Purchaser

Sign of Stamp Vendor

Mangala N. Kapurkar

Licence No. AC/SI/PVEN/747/189



AGREEMENT

This Agreement is made and executed at Panaji, Goa, on this 3<sup>rd</sup> day of July, 2018.

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Mark]*

**BETWEEN**

**MR. IGNATIUS NAZARETH**, 69 years of age, married, Service, son of late Mr. Emidio J. Nazareth, Indian National, residing at H. No. 160, Bairo Alto, Assagao, Bardez, Goa, having PAN Card No. AADPN2187N, hereafter referred to as The "OWNER" (which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include his heirs, legal representatives, administrators and assigns), **OF THE ONE PART.**

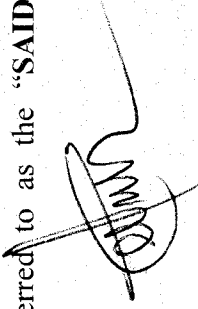
**AND**

**EDCON REAL ESTATE DEVELOPERS**, a Partnership Firm, duly registered under the Indian Partnership Act, 1932 having its office on the 5<sup>th</sup> Floor, Siddharth Bandodkar Bhavan, above Axis Bank, Dr. P. Shirgaonkar Road, Panaji-Goa, PAN Card No. AAAFE7398D represented by its Partners(1) Eng. Edwin T. de Menezes, 48 years of age, son of late Mr. Antonio X. Menezes, Married, Civil Engineer, Indian National, residing at H. No. E-464, Corte de Oiteiro, Panaji-Goa and (2) Eng. Cedric A. Vaz, 49 years of age, son of Mr. Agostinho D. Vaz, Married, Civil Engineer, Indian National, residing at Flat No. T-4, Indira Apartments, Caetano Albuquerque Road, Panaji-Goa, hereafter referred to as The "DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, executors, representatives, administrators and assigns), **OF THE OTHER PART.**

**WHEREAS:**

- a. There exists a property known as "**TORDA**" or "**GORBATA**", situated in the village Salvador-do-Mundo, Taluka Bardez, District of North, State of Goa, within the limits of Village Panchayat Salvador-do-Mundo, comprising of Survey and Sub Division Nos. 45/1, 78/11 & 82/17 of Village Salvador-do-Mundo, Tarka Bardez and is more particularly described in SCHEDULE No. I hereunder written along with its boundaries and hereinafter referred to as the "**SAID PROPERTY**" for the sake of brevity.

EMJ



2



- b. The SAID PROPERTY originally belonged to Late Mr. Silvestre Jose Conceicao Mendanha who died on 28/04/1966, without leaving will or gift or any other disposition of his last wish leaving behind his widow Mrs. Cataraina Maria Vueteria Lobo e Mendanha and his two children as heirs namely (i) Mr. Oswaldo Joseph Mendanha married to Mrs. Myra Ophelia De Santa Rita Lobo E Mendanha and (ii) Mrs. Bernardette Maria Mendanha E Lobo married to Mr. Alberdo Manuel Aristides Vitoria Lobo.
- c. Upon death of said Late Mr. Silvestre Jose Conceicao Mendanha, inventory proceedings No. 10/78 were instituted in the court of Civil Judge Senior Division at Panaji, to partition his estate wherein the SAID PROPERTY comprising of Survey and Sub-Division Nos. 45/1, 78/11 and 82/17 of Village Salvador-do-Mundo, Taluka Bardez, Goa, was listed under item No. 1 in the List of Assets and were exclusively allotted to his son, Late Oswaldo Joseph Mendanha married to Mrs. Myra Ophelia De Santa Rita Lobo E Mendanha.
- d. The allotment made in the said inventory proceedings was confirmed on 28/02/1986 by the Civil Judge Senior Division, Panaji.
- e. The said Mr. Oswaldo Joseph Mendanha died on 10/02/2008 and Mrs. Myra Ophelia De Santa Rita Lobo EMendanha died on 24/03/2005, without any will or disposition of their last wishes leaving behind 3 children as their sole and universal heirs, namely, (i) Miss Glynis Maria Mendanha, (ii) Mr. Roy Joseph Mendanha & (iii) Miss Mylene Maria Mendanha.
- f. By a Deed of Relinquishment of Illiquid and Undivided Rights and Deed of Succession dated 28/10/2011 drawn in Book No. 588 before Notary Ex Officio of Quepem, Goa, the said Miss Glynis Maria Mendanha and Miss Mylene Maria Mendanha relinquished all their illiquid and undivided rights in the estate/inheritance left by their said deceased parents Mr. Oswaldo Joseph



*[Handwritten signature]*  
*[Handwritten initials]*

Mendenha and Mrs. Myra Ophelia De Santa Rita Lobo EMendanha, in favour of remaining co-heir.

- g. Consequently the said Mr. Roy Joseph Mendanha became the exclusive owner of the SAID PROPERTY.
- h. By three separate Deeds of Gift dated 06/07/2011, 06/07/2011 and 10/10/2011, all duly registered before the Sub Registrar of Bardez at Mapusa, the said Mr. Roy Joseph Mendanha gifted the SAID PROPERTY comprising of Survey & Sub Division Nos.45/1, 78/11 and 82/17 of Village Salvador-do-Mundo, Taluka Bardez, Goa, to Mr. Ignatius Nazareth, i.e. under the first Deed of Gift dated 06/07/2011 under registration no. BRZ-BK1-03288-2011, a plot of land out of the SAID PROPERTY under Survey and Sub Division No. 45/1 was gifted and under the second Deed of Gift dated 06/07/2011 under registration no. BRZ-BK1-03289-2011, a plot of land out of the SAID PROPERTY under Survey and Sub Division No. 82/17 was gifted and under the third Deed of Gift dated 10/10/2011 under registration no. BRZ-BK1-04744-2011, a plot of land out of the SAID PROPERTY under Survey and Sub Division No. 78/11 was gifted.
- i. The name of the OWNER is exclusively recorded in the occupant's column of survey records Form No. I and XIV of SAID PROPERTY comprising of Survey & Sub Division Nos.45/1, 78/11 and 82/17 of Village Salvador-do-Mundo, Taluka Bardez, Goa. No name is figuring in other rights, tenant's and cultivator's column.
- j. The OWNER is thus the exclusive lawful owner in possession of the SAID PROPERTY.
- k. The said Mr. Ignatius Nazareth is an Indian National of Goan origin and is married to Mrs. Dianne Elizabeth Nettles who is an American National on 25<sup>th</sup> August 1978 in the State of South Carolina, USA in accordance with the Law of South Carolina, hence their marriage is not governed by the Portuguese Civil



MR

MR

MR

Code as applicable in State of Goa and being so the said Mrs. Dianne Elizabeth Nettles has not acquired any right to the SAID PROPERTY in accordance with the Portuguese Civil Code due to her marriage with said Mr. Ignatius Nazareth.

- l. Relying on the representation of the OWNER that he is the lawful exclusive owner in possession of the SAID PROPERTY, the DEVELOPERS had approached the OWNER with a proposal to put up construction in the SAID PROPERTY by way of constructing a scheme of building/s and in full and final consideration the DEVELOPERS had offered to construct to the OWNER 38% of the total super built-up area to be built in the SAID PROPERTY, which proposal of the DEVELOPERS was accepted by the OWNER.
- m. Accordingly, the OWNER and the DEVELOPERS had entered into a Memorandum of Understanding dated 03/02/2015 duly executed before Notary U.R. Timble, under Sr. No. 236/15 for carrying out preliminary requirements to put up construction in the SAID PROPERTY by way of constructing a scheme of building and in full and final consideration the DEVELOPERS had offered to construct to the OWNER 38% of the total super built-up area to be built in the SAID PROPERTY, subject to terms and conditions mentioned in the said Memorandum of Understanding dated 03/02/2015.
- n. The OWNER has also issued a Power of Attorney on 03/02/2015 in favour of Partners of DEVELOPERS duly executed before Notary U. R. Timble under Sr. No. 220/15 inter alia for securing approval of construction plans and to give full effect to all terms and conditions of said Memorandum of Understanding dated 03/02/2015.
- o. The DEVELOPERS in terms of the said Memorandum of Understanding dated 03/02/2015 obtained approval of construction plans from all competent authorities and secured construction licence bearing No. VP/SDM/LIC.NO.15/2017-2018/621 dated 24/07/2017 from the Village Panchayat of Salvador-do-Mundo in respect to plot of land under Survey and Sub



2

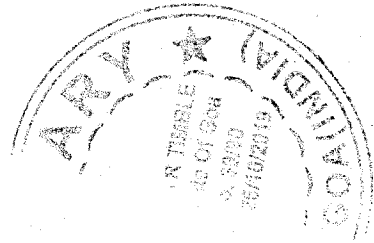
Signature: *[Handwritten Signature]*

Division No. 45/1 of Village Salvador-do-Mundo, Taluka Bardez and construction licence bearing No. VP/SDM/LIC.NO.14/2017-2018/620 dated 24/07/2017 from the Village Panchayat of Salvador-do-Mundo in respect to plot of land under Survey and Sub Division No. 82/17 of Village Salvador-do-Mundo, Taluka Bardez, for construction of proposed residential building/s. However, since the Conversion Sanad in respect to plot of land under Survey & Sub Division No. 78/11 of Village Salvador-d-Mundo is not yet granted by the competent authority the construction plans in respect thereto is not prepared and hence this property under Survey & Sub Division No. 78/11 is excluded from this Agreement.

- p. Therefore, the present Agreement is only in respect to plot of land of SAID PROPERTY surveyed under Survey and Sub Division Nos. 45/1 & 82/17 of Village Salvador-do-Mundo, TaukaBardez, District of North, State of Goa, which plots of land are more particularly described in SCHEDULE No. II hereunder written along with its boundaries and hereinafter referred to as the "SAID PLOTS" for the sake of brevity.
- q. The OWNER and the DEVELOPERS through his/their respective Architect have calculated and ascertained the total super built-up area in the proposed residential building/s to be constructed in the SAID PLOTS and the same is worked out to 2077.48 sq. mts., which is inclusive of the areas of walls, balconies and common areas like staircase, elevator, lobbies/corridors passages, etc.
- r. The proposed residential building in plot of land Surveyed under Survey No. 45/1 is identified as Block-A and in Survey No. 82/17 is identified as Block-B.
- s. For the purpose of converting the 38% of the super built-up areas reserved to the OWNER in the proposed residential building/s to be constructed by the DEVELOPERS in the SAID PLOTS into exact figures the same has been worked out by the OWNER and the DEVELOPERS to 789.44 sq. mts. of super built-up area, however a super built up area of 781.73 sq. mts. is being finally offered to

30/11/2018

*[Signature]*



the OWNER in the proposed residential building/s in the SAID PLOTS, which could be converted into 05 flats leaving a shortfall of 7.71 sq. mts. of super built-up and it is agreed by parties herein that the shortfall of 7.71 sq. mts. super built-up area shall be allotted to the OWNER in the proposed project to be constructed in property surveyed under Survey and Sub Division No. 78/11 of Village Salvador-do-Mundo.

t. Thus 781.73 sq. mts. of super built-up area shall be converted to 05 Flats, i.e. 03 flats in Block-A in property under Survey and Sub Division No. 45/1 and 02 flats in Block-B in property under Survey and Sub Division No. 82/17 and the DEVELOPERS have agreed to construct the said 05 Flats to OWNER as stated above, in the proposed residential building/s to be constructed by the DEVELOPERS in the SAID PLOTS.

u. The OWNER has accepted the said super built-up area of 781.73 sq. mts. finally offered to him, to be converted to 05 Flats, i.e. 03 flats in Block-A in property under Survey and Sub Division No. 45/1 and 02 flats in Block-B in property under Survey and Sub Division No. 82/17, to be constructed for OWNER in the SAID PLOTS, which flats are selected by the OWNER and are clearly shown, marked and identified on the plans in red colour outline annexed hereto and more particularly described in SCHEDULE No. III hereunder written and collectively referred to as the "OWNER'S PREMISES", for the sake of brevity.

v. Therefore, the OWNER and the DEVELOPERS have decided to enter into this Agreement on the terms and conditions set out hereunder.

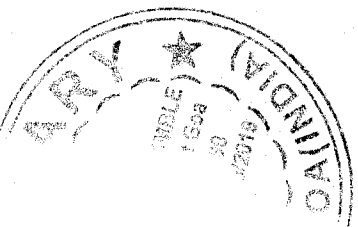
**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER AND IT IS HEREBY EXPRESEELY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**


1. The above written recitals shall form the part and parcel of this Agreement.

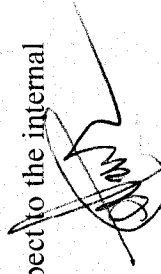
*[Handwritten signature]*

*[Handwritten signature]*

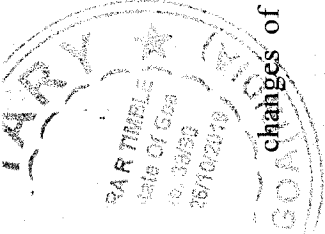
*[Handwritten signature]*



- 
2. The OWNER shall permit the DEVELOPERS and the DEVELOPERS shall construct the proposed building/s at their own cost and responsibility by putting up residential building/s in the SAID PLOTS as per the approved plans of building/s on the SAID PLOTS respectively and as full and final consideration the DEVELOPERS shall construct for the OWNER a super built up area of 781.73 sq. mts to be converted into 05 Flats, i.e. 03 flats in Block-A in property under Survey and Sub Division No. 45/1 and 02 flats in Block-B in property under Survey and Sub Division No. 82/17, in the proposed residential building/s to be constructed in the SAID PLOTS which flats are clearly shown, marked and identified on the plans in red colour outline annexed hereto and more particularly described in SCHEDULE No. III hereunder written.
3. All balance super built-up area in the form of flats shall be constructed by the DEVELOPERS for itself and the same shall be belong to the DEVELOPERS as its share in the project and the DEVELOPERS shall be free to retain the same exclusively for itself/sell the same to third party purchasers along with the proportionate undivided share of land in the SAID PLOTS respectively corresponding to the built up area of such flats.
4. The calculation of the super built-up area for the purpose of this Agreement shall be inclusive of the areas of walls, balconies and common areas like staircases, elevator, lobbies/corridors, passages, etc.
5. The DEVELOPERS shall under normal circumstances construct and hand over possession of the OWNER'S PREMISES to the OWNER within a period of 36 months, computed from the date of signing of this Agreement, subject to further extension of 12 months.
6. The OWNER'S PREMISES shall be constructed by the DEVELOPERS as per the specifications as set out in SCHEDULE No. IV annexed to this Agreement. The OWNER shall not be entitled to demand any additional specifications as a matter of right. Any changes or additions or extra items, in respect to the internal








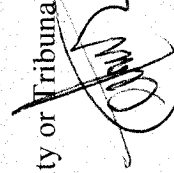
changes of the OWNER'S PREMISES prior to the corresponding activity of construction work being taken up in the building, if requested by the OWNER shall be accepted at the sole discretion of the DEVELOPERS, cost of which shall be paid by the OWNER in advance and in the manner determined by the DEVELOPERS. In such an event the time limit for handing over possession of the OWNER'S PREMISES shall stand revised as decided by the DEVELOPERS.

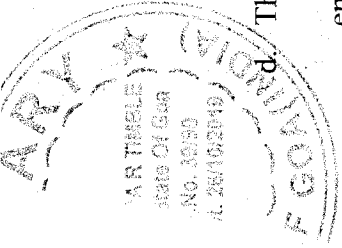
7. The name for scheme of proposed residential building to be constructed in the SAID PLOTS shall be known as "MONTE VERDE" and this name shall not be changed under any circumstances without written NOC of the DEVELOPERS.
8. The DEVELOPERS shall be entitled to sell all balance super built-up/carpet area in the buildings in form of flats along with the proportionate undivided share of land in the SAID PLOTS to any third party purchasers, except the OWNER'S PREMISES. The OWNER hereby expressly give hisno objection to the DEVELOPERS to sell and enter into such Agreements for Sale/Agreement in respect to the sale of the super built-up/carpet area along with the proportionate undivided share of land in the SAID PLOTS and to accept and retain the monies for itself towards the sale therein as its share without any interference by the OWNER. The OWNER if required shall sign as a confirming party in any such agreement for sale with the third party purchasers of super built-up/carpet area.
9. The DEVELOPERS upon completion of the OWNER'S PREMISES to be constructed for the OWNER shall intimate the same to the OWNER in writing and the OWNER shall, within 15 days from the receipt of such intimation, shall be entitled to take possession after satisfying himself about completion of the same and shall simultaneously pay all amount due and payable by or under this Agreement.

10. The DEVELOPERS, upon giving the intimation as stated above, shall be deemed to have completed the OWNER'S PREMISES in accordance with this

Agreement and shall not be held responsible in any manner whatsoever, if the OWNER delays in taking possession.

11. Upon taking possession of the OWNER'S PREMISES the OWNER shall have no claim against the DEVELOPERS in respect of any item of work in respect of the OWNER'S PREMISES which may be alleged not to have been carried out or completed. Cracks/dampness shall not be considered as defective work. Similarly, the DEVELOPERS shall not be responsible for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.
12. The DEVELOPERS shall not incur any liability in the event, the DEVELOPERS are unable to deliver the possession of the OWNER'S PREMISES on account of any factors constituting force majeure, act of God, war, natural calamity, non availability of construction material, steel, cement, electric supply, water supply or as a result of any notice, order, rule, notification of the government department/authority or of any other public or a local body or authority, or any court of law, or the Tribunal and/or on account of concerned authorities not granting completion and/or occupancy certificate, or for any reason/ circumstance, or any other unavoidable unforeseen and inevitable circumstances, beyond the control of the DEVELOPERS in such cases the DEVELOPERS shall be entitled to reasonable extension of time as and when occasion demands.
13. The OWNER does hereby covenant with the DEVELOPERS as under:
  - a. The OWNER is the lawful owner in possession of the SAID PLOTS.
  - b. That there are no mundkars and tenants in the SAID PLOTS.
  - c. That the SAID PLOTS or any part thereof was never an agricultural tenanted land and neither any claim of tenancy / mundkarship / or any legal proceedings is pending before any Court, Authority or Tribunal.

✓  



d. That the OWNER has clear title to the SAID PLOTS free from all or any encumbrances, liabilities, charges, attachments or claims of inheritance of whatsoever nature in respect thereto and that there has been no prior agreement with any third party in respect thereto. In case of any defect in title by way of any liabilities, charges, attachment, or encumbrance or claims of inheritance in respect thereto, the OWNER shall get clear all such defects in title at his own cost and expense without any liability to the DEVELOPERS.

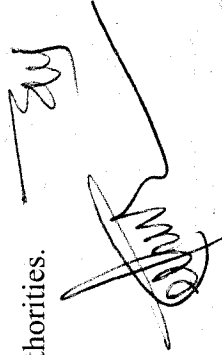
- e. That the OWNER shall deliver to the DEVELOPERS all title documents in respect of the SAID PLOTS from time to time and further, shall answer all requisitions and clear any doubt or queries that may be raised by and on behalf of the DEVELOPERS concerning title of the OWNER to the SAID PLOTS. If any further documents are required to be executed or legal proceedings are required to be instituted the OWNER shall execute or institute the same at his own cost and expense.
- f. That the SAID PLOTS or any part thereof is not a subject matter of acquisition or requisition under the Land Acquisition Act, 1984 or under any other law.
- g. That no easement or right of way runs through or over the SAID PLOTS.
- h. That no Order of any Court, Authority or Tribunal prohibits or impedes the beneficial or full use of the SAID PLOTS.
- i. That the OWNER shall indemnify and keep indemnified the DEVELOPERS against any losses, damages, cost, etc. which the DEVELOPERS may incur on account of the DEVELOPERS being not allowed to carry out any construction in the SAID PLOTS on account of any defect in title of the OWNER or on account of any charges, encumbrances of whatsoever nature or on account of any false

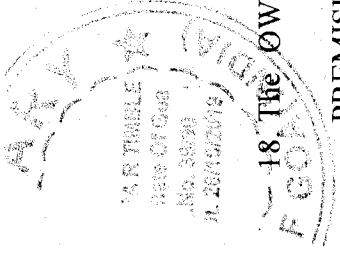
2  
MS

COMP

representation made to the DEVELOPERS on account for any other reason herein in respect to the SAID PLOTS.

- j. The OWNER does hereby covenant with the DEVELOPERS to sign all papers and documents and do all the things and matters as the DEVELOPERS may require from them from time to time in this behalf for safeguarding, inter alia, the interest of the DEVELOPERS and the prospective purchasers of built up areas in the proposed building/s.
14. It is hereby agreed that any dues, charges and taxes payable in respect to the SAID PLOTS, prior to execution of this Agreement shall be borne and paid by the OWNER.
15. In the event of any fees, charges, deposit, tax or any other amount paid by the DEVELOPERS in the name of the OWNER in respect to the SAID PLOTS to any authorities/department, the DEVELOPERS alone shall be entitled for refund of the same.
16. The OWNER on being demanded by the DEVELOPERS shall sign, execute, and deliver to the DEVELOPERS all the necessary papers, application, plans and documents and other writing carrying into effect the terms and conditions of this Agreement.
17. During the course of construction if the DEVELOPERS built in excess of the F.A.R. applicable to the SAID PLOTS, then such extra F.A.R. built by the DEVELOPERS will be regularized by the DEVELOPERS at its own cost and responsibility by paying such penalty/fine to the competent authorities as may be applicable, without any liability/responsibility to the OWNER and the DEVELOPERS will be entitled to retain for themselves such exceeded F.A.R. if regularized by such competent authorities.





18. The OWNER shall, from the date of possession, maintain the OWNER'S PREMISES, the R.C.C structural members like slabs, beams, columns, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenable repair and condition and shall not do or suffer to be done anything in or to the OWNER'S PREMISES and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

19. Goods and Service Tax (GST), applicable from time to time as directed by the Government in respect to the OWNER'S PREMISES to be constructed to the OWNER, if any, shall be borne and paid by the OWNER.

20. Any taxes including the value added tax, charges or outgoings levied by the Panchayat, or any other competent government department/authority exclusively pertaining to the OWNER'S PREMISES shall be borne and paid by the OWNER.

21. It is hereby agreed that the DEVELOPERS shall be entitled, and are hereby permitted to make such variations and alterations/revision in approved plans or in the layout/elevation of the approved scheme of buildings including relocating the open spaces/all structures/ buildings/ and/or varying the location of the access to the building. The OWNER hereby gives their express consent to the above and on execution of this Agreement it shall be considered as deemed consent in writing of the OWNER.

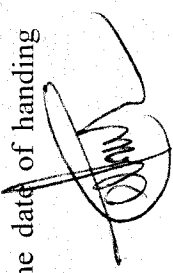
22. The OWNER agrees to be the member of an Association of Owner/Society for maintenance or such other Entity, to be formed by the DEVELOPERS.

23. It shall be entirely at the discretion of the DEVELOPERS to decide whether to form an Association of Owner/Society for maintenance or such other Entity, (hereinafter referred to as the 'ENTITY').

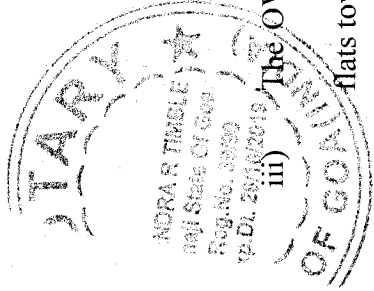
24 When the DEVELOPERS take a decision in this matter, as stated above the OWNER shall sign all form/s, application/s, deed/s and other document/s / paper/s, as may be required for the formation of the ENTITY.

25. The OWNER expressly declare as under:

- i) The OWNER agrees to pay to the DEVELOPERS/Entity as and when formed, one time security deposit of Rs.7,81,730/-(Rupees Seven Lakhs Eighty One Thousand Seven Hundred and Thirty only) which is non refundable, calculated at the rate of Rs. 1000/- (Rupees One Thousand only) per sq. mts. of the super built-up area of the OWNER'S PREMISES, which amount shall be invested by the DEVELOPERS in State Bank of India, interest accrued on which, calculated at such rates as will be prevailing from time to time for fixed deposits of 1 year term as may be decided by the DEVELOPERS, shall be used to meet the expenditure pertaining to the maintenance of the building/s SAID PLOTS. The OWNER shall pay the said non refundable deposit to the DEVELOPERS, on or before the date of handing over possession of the OWNER'S PREMISES.
- ii) The OWNER agrees to pay to the DEVELOPERS / ENTITY, as and when formed, the monthly maintenance charges of Rs. 23,451.9/- (Rupees Twenty Three Thousand Four Hundred and Fifty One and Paise Nine) calculated at the rate of Rs. 30/- (Rupees Thirty only) per sq. mts. of the super built-up area of the OWNER'S PREMISES, with applicable Goods and service tax (GST), which shall be payable by the OWNER to the DEVELOPERS / ENTITY, as and when formed, every month for which it is due and payable towards the payment of common expenses of buildings and/or the SAID PLOTS. The OWNER shall pay the said monthly maintenance charges to the DEVELOPERS / ENTITY as and when formed, from the date of handing over of possession of the OWNER'S PREMISES.





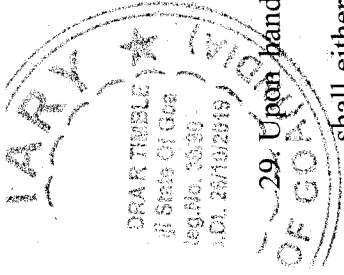


The OWNER agrees to pay Rs. 500/- (Rupees Five Hundred and only), per flats towards membership of the ENTITY.

- iv) Any taxes including service charge/Goods and Services tax, value added tax, house tax, charges or outgoings levied from time to time by the Panchayat, or any other government department / authority / body, exclusively pertaining to the OWNER'S PREMISES shall be borne and paid by the OWNER.
- v) If the DEVELOPERS / ENTITY as and when formed, are of the opinion that the amount fixed hereinabove in clause 25 (i) & (ii) will not be sufficient for proper maintenance of building and/or the SAID PLOTS, then the DEVELOPERS / ENTITY are authorised to increase the aforesaid deposit / monthly maintenance charges with prior intimation to the OWNER and the OWNER shall be bound to pay the same within 15 days from the date of such intimation, including the applicable taxes from time to time.
26. The DEVELOPERS shall be entitled to unilaterally select/revise the specifications relating to the exterior of the proposed building in the SAID PLOTS and/or all common structures/ areas/ amenities in and around the proposed building.
27. The OWNER shall be bound, from time to time to sign all papers and documents and to do all acts, deeds, and things as may be necessary from time to time, for safeguarding the interest of the DEVELOPERS and of the other purchasers of built up area.
28. The DEVELOPERS shall not be liable for claims of third parties in case title dispute arises and the OWNER shall be solely responsible to settle or deal with the same at his own cost and expense without any reference to the DEVELOPERS, and the DEVELOPERS shall not be liable to pay for any losses / damages / compensation / cost to such third parties.

*[Handwritten signature]*

*[Handwritten signature]*



29. Upon handing over of possession of the OWNER'S PREMISES, the OWNER shall either convey the proportionate land rights in the SAID PLOTS respectively in favour of various third party purchasers corresponding to the super built-up area that may be purchased by them or to convey the SAID PLOTS in favour of society /such other entity, as the DEVELOPERS may decide, in such manner, as may be determined by the DEVELOPERS. Provided always that all cost, charges, expenses etc. including stamp duty and registration charges or any other expenses in connection with preparation, execution and registration of deed of conveyance / sale deed shall be paid borne by the such prospective purchasers of the premises or society/ any other entity.

30. The OWNER shall retain for himself the proportionate undivided share in land corresponding to super built up area of OWNER'S PREMISES in case it is decided to convey the proportionate land rights in the SAID PLOTS respectively unto the third party premises purchasers/holders corresponding to their super built-up area mentioned hereinabove. Further, the OWNER shall never seek partition of the undivided share in land.

31. The DEVELOPERS shall be entitled to allot, hold, put to use or in any manner deal with the covered parking spaces, if any, open parking spaces in the SAID PLOTS, private terrace area on the roof of the buildings, other open spaces in the SAID PLOTS and other common entitlements of the proposed building/s in the SAID PLOTS.

32. It is hereby agreed by and between the parties hereto that in future the floor area ratio (F.A.R.) presently applicable to the SAID PLOTS is increased for any reason, then the DEVELOPERS alone would be entitled to construct on the increased F.A.R. in the SAID PLOTS and the retain the extra F.A.R for itself.

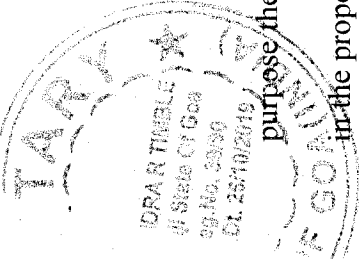
33. That the OWNER has no objection to the DEVELOPERS for obtaining finance or loan from any Bank or Financial Institutions or from other source, for the purpose of raising the finances to carry out the construction activities and for that

✓

EW

*[Signature]*





purpose the DEVELOPERS shall be entitled to mortgage the super built-up area in the proposed building/s along with proportionate undivided share of land in the

SAID PLOTS falling to the share of DEVELOPERS except the OWNER'S PREMISES. The execution of this Agreement shall itself be construed as written N.O.C. However, the repayment of any loan from any Bank or Financial Institutions or from any other source shall be the responsibility of the DEVELOPERS and in no way the responsibility of the OWNER.

34. No dispute between the OWNER and the DEVELOPERS shall affect the rights, title and interest of the prospective purchasers of the premises in the proposed building in the SAID PLOTS.

35. On execution of this Agreement, the OWNER has no objection to the DEVELOPERS to enter in the SAID PLOTS with full right and absolute authority in order to commence/carry on and complete the buildings thereof.

36. Both the parties are entitled for specific performance of this Agreement.

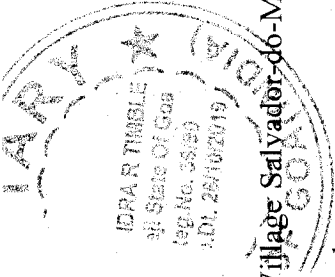
37. It is specifically agreed by and between the parties hereto that in the event of any dispute or difference arising between the parties hereto touching the interpretation of this Agreement or any part thereof or any difference of whatsoever nature that may arise under this agreement or matters connected therewith, shall be decided by a Sole Arbitrator to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996, venue of such Arbitration being in Panaji, Goa.

#### SCHEDULE No. I

#### (DESCRIPTION OF THE SAID PROPERTY)

All that property known as "TORDA" or "GORBATA", situated in the village Salvador-do-Mundo, TalukaBardez, District of North Goa, within the limits of Village Panchayat Salvador-do-Mundo, comprising of Survey and Sub Division Nos. 45/1, 78/11 & 82/17 of

2



Village Salvador-do-Mundo, TaukaBardez, District of North, State of Goa and bounded as under:

ON THE NORTH: By the stream.

ON THE SOUTH: By hilly land belonging to Comunidade of Serulla.

ON THE EAST: By the Property Gorbata and house of the heirs of Casmiro Agostinho Facho.

ON THE WEST: By Public Road and property Gorbata of the heirs of Francisco Paulo

Abranches.

### SCHEDULE No. II

#### **(DESCRIPTION OF THE SAID PLOTS)**

All that Plots of land forming the part and parcel of larger property known as "TORDA" or "GORBATA", situated in the village Salvador-do-Mundo, TalukaBardez, District of North Goa, within the limits of Village Panchayat Salvador-do-Mundo, comprising of Survey and Sub Division Nos. 45/1 admeasuring 1575 sq. mts. & 82/17 admeasuring 825 sq. mts. of Village Salvador-do-Mundo, Tauka Bardez, District of North, State of Goa.

The Plot surveyed under Survey and Sub Division No. 45/1 is bounded as under:

ON THE NORTH: By Nallah.

ON THE SOUTH: By Public Road.

ON THE EAST: By property bearing Sy. No. 45/2.

ON THE WEST: By Road.

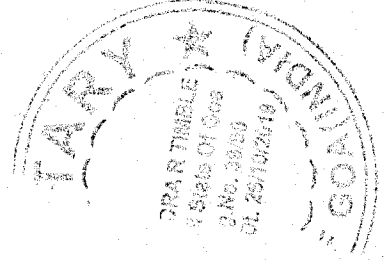
The Plot surveyed under Survey and Sub Division No. 82/17 is bounded as under:

ON THE NORTH: By Nallah.

ON THE SOUTH: By Public Road.

ON THE EAST: By property bearing Sy. No. 45/2.

ON THE WEST: By Road.



**SCHEDULE No. III**

**(DESCRIPTION OF THE OWNER'S PREMISES)**

Sr. No.	Block and FLAT Number	Super built-up area	Carpet area	Floor
1.	Block-A Flat No. G-003 (2 BHK)	128.38 sq. mts.	101.0 sq. mts.	Ground Floor
2.	Block-A Flat No. F-103 (2 BHK)	128.38 sq. mts.	101.0 sq. mts.	First Floor
3.	Block-A Flat No. S-203 (2 BHK)	128.38 sq. mts.	101.0 sq. mts.	Second Floor
4.	Block-B Flat No. F-101 (4 BHK)	204.47 sq. mts.	160.28 sq. mts.	First Floor and partly on attic floor connected by internal staircase
5.	Block-B Flat No. F-102 (3 BHK)	192.12 sq. mts.	151.90 sq. mts.	First Floor

**SCHEDULE No. IV**  
**(SPECIFICATIONS FOR OWNER PREMISES)**

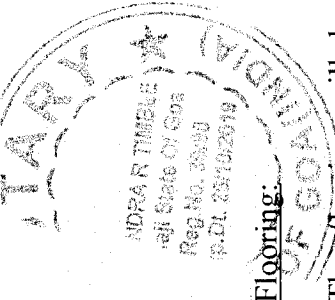
The Structure:

It is a R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be of 4 1/2" brick masonry and the external walls will be 9" brick/laterite masonry.

Plaster:

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

2



Flooring:

The flooring will be of vitrified ceramic tiles/ceramic tiles. The basic cost of the vitrified/ceramic tiles is Rs. 400/- per sq.m. Toilet floor will have ivory ceramic matt tiles and dado will have ivory glazed tiles. The basic cost of the toilet floor and dado tiles is Rs. 400/- per sq.m.

Door:

The entrance will have teakwood/salwood door frame with a teakwood /wood-flush/flush door with teak wood veneer finish/shutter 35 mm thick. The internal door framers will be of salwood with flush/engineered wood door shutters.

Windows:

Windows will have aluminum /salwood frames with aluminum or salwood widow shutters. Toilet ventilators will be of anodized aluminum louvres.

Décor: External:

External walls will be painted with cement paint.

Internal Décor:

The walls will be painted with oil bound distemper, ceiling with oil bound distemper or white wash.

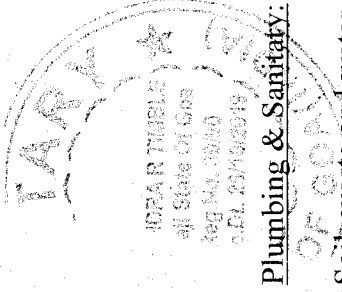
Kitchen:

Kitchen will be provided with granite platform with stainless steel sink and dado of 2 feet high ceramic glaze tiles.

Water Tanks:

A common underground sump with a common electric pump and a common overhead sump tank will be provided.

Handwritten signature and initials, possibly 'Raj' and 'Raj'.



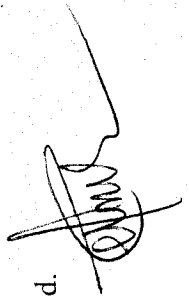


Plumbing & Sanitary:

Soil, waste and water pipes will be partially concealed. White / Ivory colored glazed Indian / European W.C units will be provided with flushing system. The sanitary installation will be in accordance with municipal specifications.

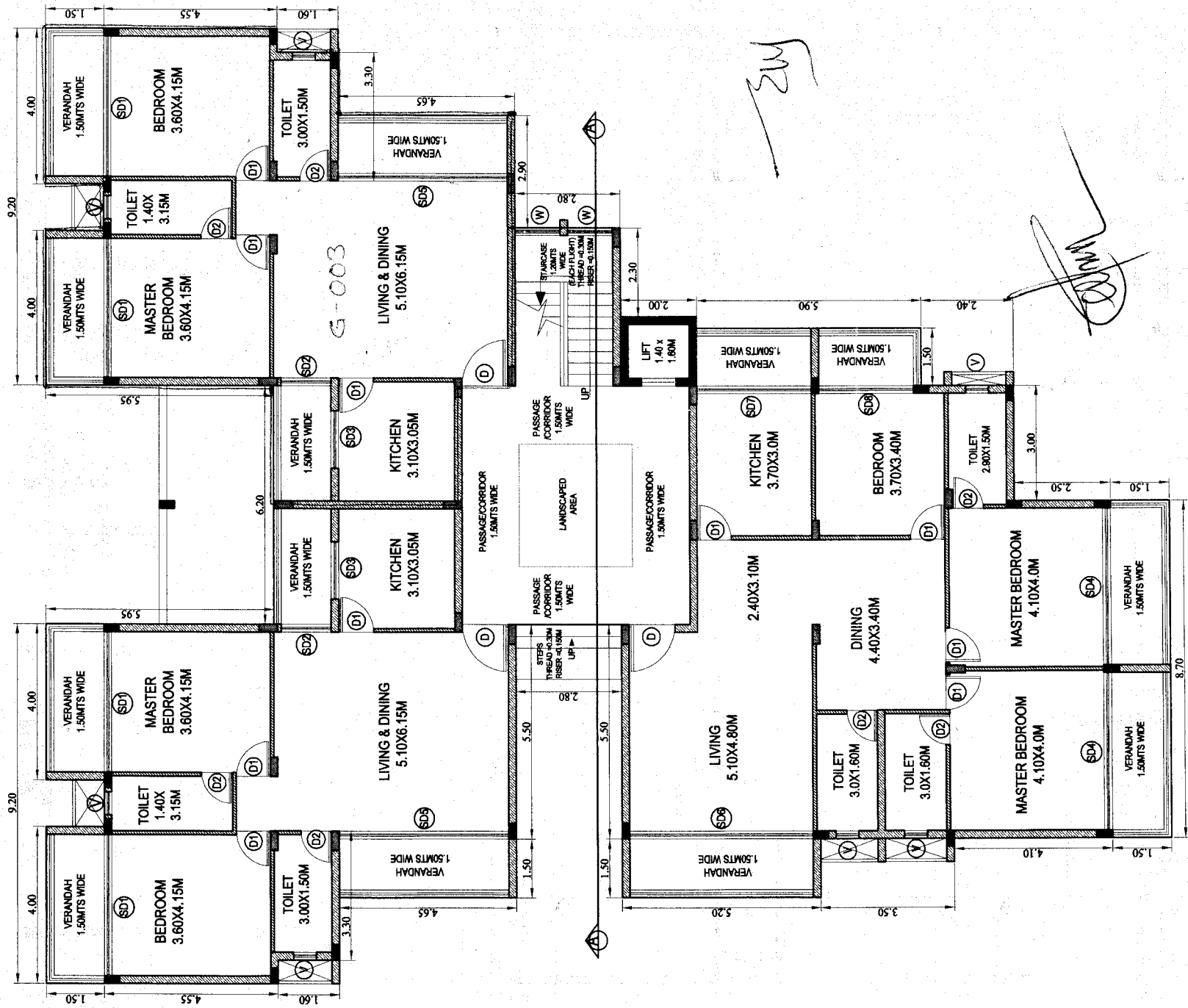
Electrical Installations:

1. Living room will be provided with 4 light points, 1 fan point and two 5 amps point, 1 TV point and 1 telephone point.
2. Dining will be provided with 2 light points, 1 fan point, and one 5amps point.
3. Bedrooms will be provided with 2 light points, two 5amps points, 1 fan point and 1 A/C point.
4. Kitchen will be provided with one 15 amps point, two 5 amps points, 1 light point and 1 exhaust fan point.
5. Toilet will be provided with 1 light point, one 5 amps point, one 15amps point and 1 exhaust fan point.
6. Balcony will be provided with 1 light point.

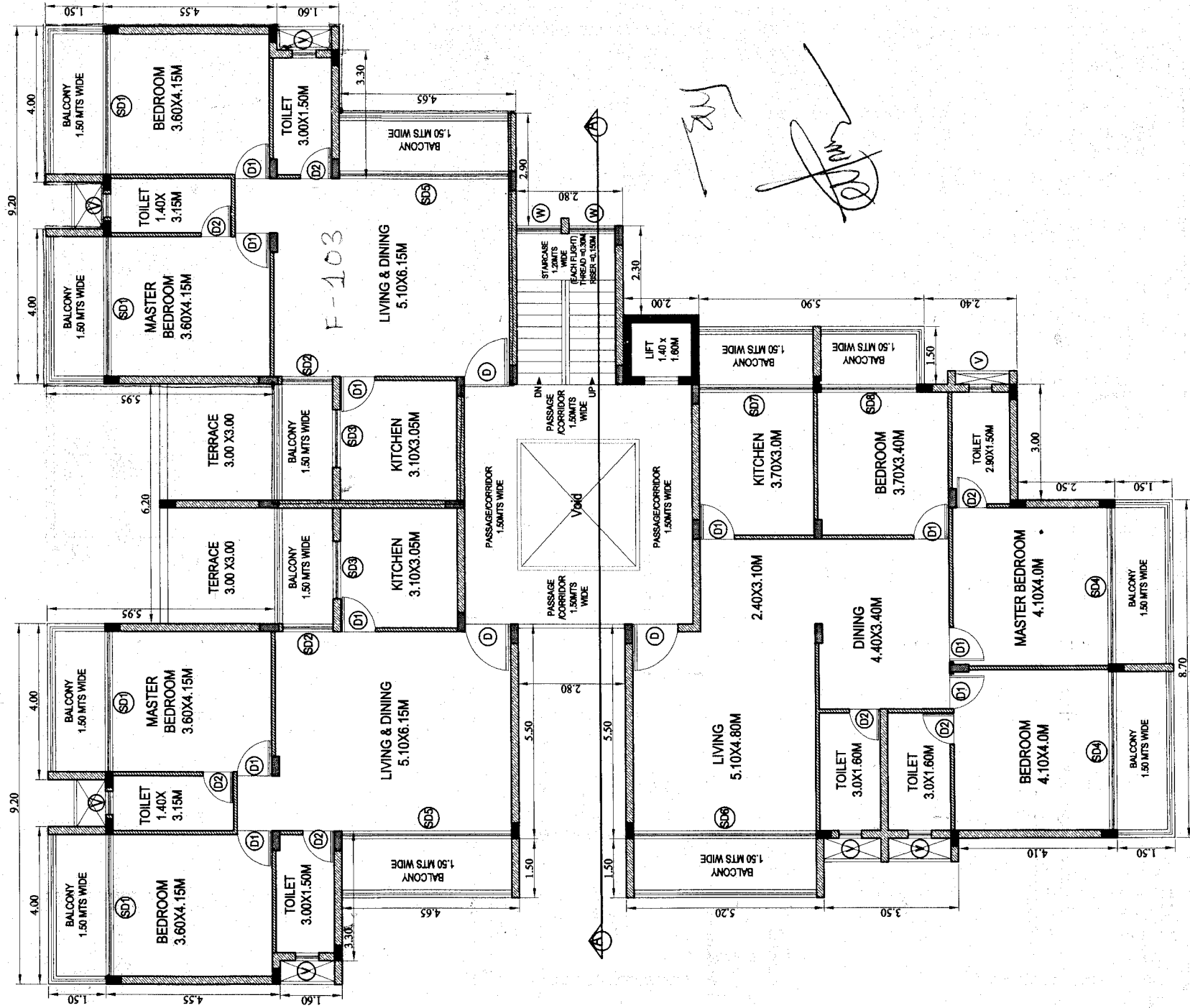
**IN WITNESS WHEREOF** the both parties hereto have signed and executed this Agreement on the day, month and year first hereinabove mentioned.





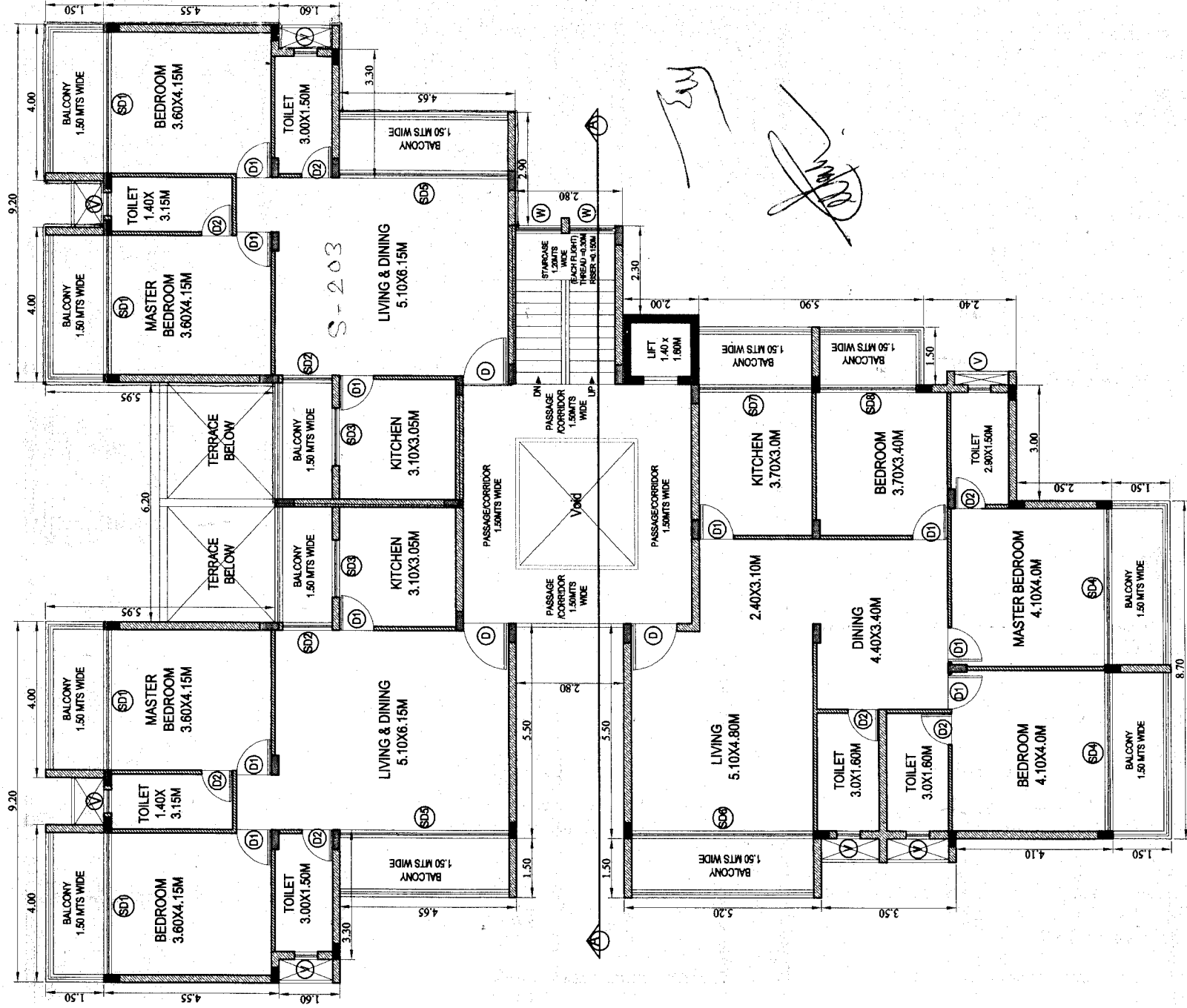
GROUND FLOOR PLAN - BLOCK-A



*Handwritten notes:*  
 MR  
 [Signature]

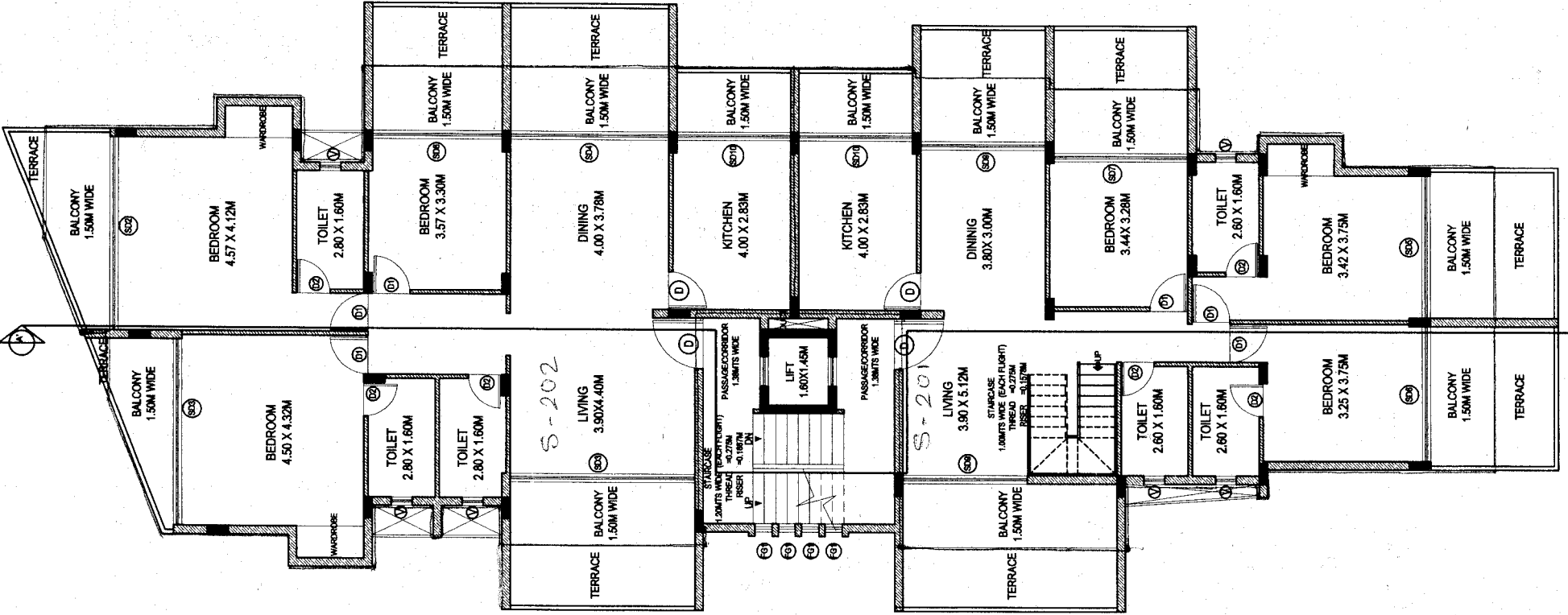
FIRST FLOOR PLAN - BLOCK-A





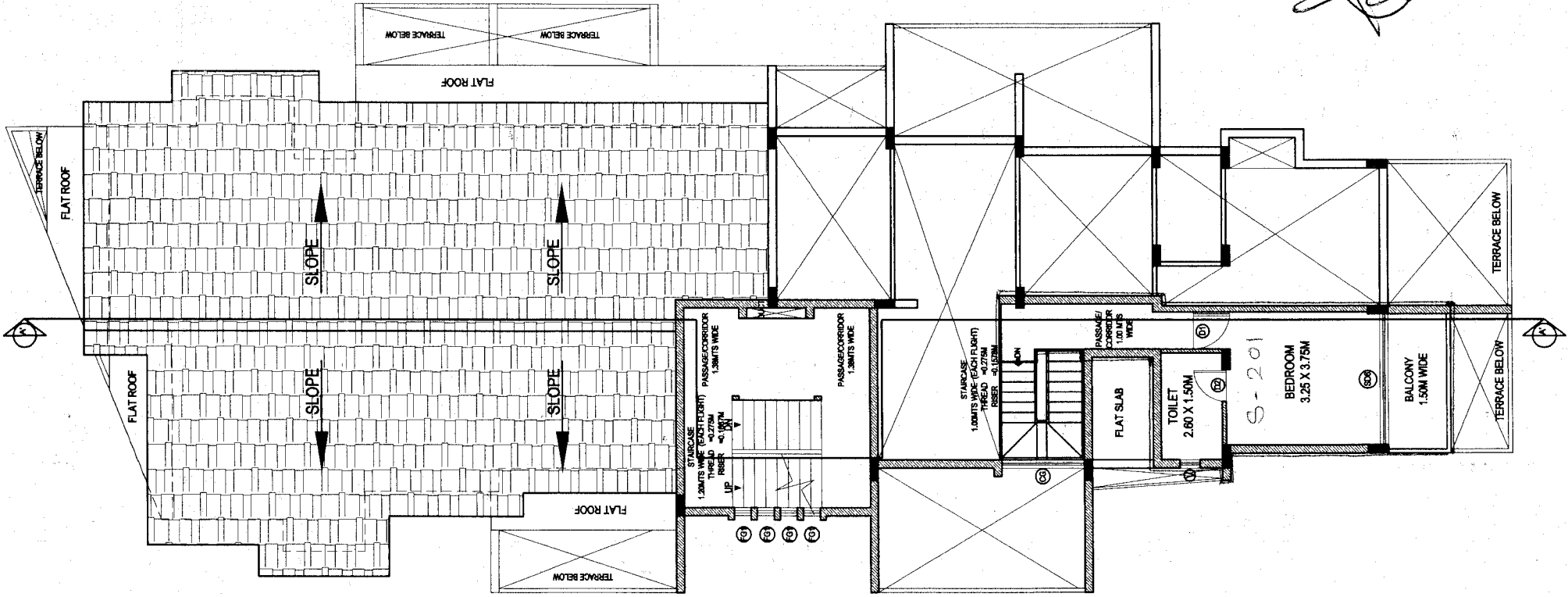
SECOND FLOOR PLAN - BLOCK - A

*Handwritten signature and initials*



FIRST FLOOR PLAN - BLO EK-13

2



SECOND FLOOR PLAN - BLOCK-B