

27/11/2015

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.
25000

पच्चीस हजार रुपये



**Rs.
25000**

TWENTY FIVE THOUSAND RUPEES

GOA

2974 25000/-
 Adams Abdul Tumura
 Voice Abdul Tumura
 Agreement for the value of 25000/-
 Adams Abdul Tumura

040131



AGREEMENT FOR DEVELOPMENT CONSTRUCTION AND SALE

Tatiana Fernandez & Barcelo

Alfama

भारतीय गैर न्यायिक INDIA NON JUDICIAL



Serial 2974
Value of document 25,000/-
Name of purchaser Abdul Tumara
Name of vendor Son of Abdul Tumara
Name of vendor: Son of J. Nank P...
License No. JUDIS 1971/1002
As there is no one signed for the value of Rs. 1,10,000/-
Additional stamp pay for the completion of this val
attached separately.

040132

AGREEMENT FOR DEVELOPMENT CONSTRUCTION
AND SALE,

Atuma Fernando & Sarcato

Handwritten signature

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.
25000

पच्चीस हजार रुपये



Rs.
25000

TWENTY FIVE THOUSAND RUPEES

GOA

040142

29/7/2015
25,000/-
I, Abdul Kader
resident of Kabco Abdul Kader
for the purpose of Agreement for Sale
Instrument No. JUDIST/1507
This is for one time
Additional stamp
for the value of Rs. 10,000/-
Abdul Kader
Abdul Kader

AGREEMENT FOR DEVELOPMENT CONSTRUCTION
AND SALE

Atima Fernando & Soreto

Atima Fernando

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.
25000
पच्चीस हजार रुपये



Rs.
25000
TWENTY FIVE THOUSAND RUPEES

GOA

Serial No. 2974
Value of stamp 25000/-
Name of purchaser Abdul Abdul Jamana
Resident of Vasco
Name of vendor: Sign
License No. JUDISTH/10/1002
As there is no one single stamp paper for the value of Rs. 25,000/-
Additional stamp for the completion of the same.
Signature of Vendor
Signature of Abdul Abdul Jamana

040143

AGREEMENT FOR DEVELOPMENT CONSTRUCTION
AND SALE

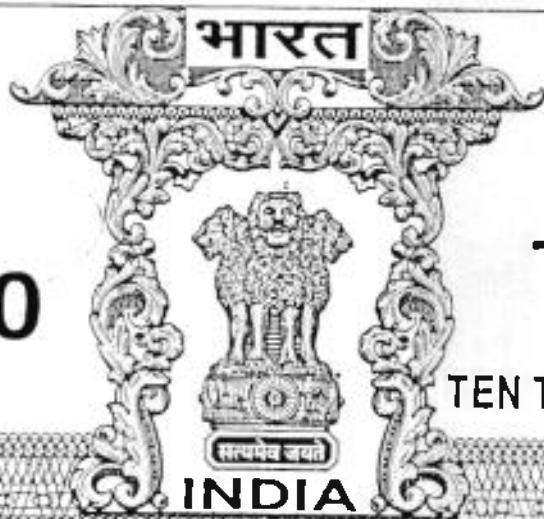
Fatima Fernandes & Boereto

A. A. Jamana

भारतीय गैर न्यायिक INDIA NON JUDICIAL

दस हजार रुपये

रु.
10000



Rs.
10000

TEN THOUSAND RUPEES

INDIA

गं GOA

2974

27/1/85

034210

10,000/-
H. Abdul Juma
Vendor: Son of Abdul Juma
A Purpos Agreement for
the value of Rs. 10,000/-
H. Juma

AGREEMENT FOR DEVELOPMENT CONSTRUCTION
AND SALE

Atina Juma & L. Juma

H. Juma

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THIS AGREEMENT FOR DEVELOPMENT, CONSTRUCTION AND SALE is made at Vasco Da Gama, Goa on this the 27th day of January the year 2015

BETWEEN

1] **FATIMA MARIA SANTANA FERNANDES E BARRETO**, daughter of Joaquim Bernado Fernandes, aged 78 years, PAN CARD NO. AGMPB8219J residing at House no 355, behind St Theresa School, Mangor Hill, Vasco Da Gama, Goa , 2] **RAMOS JUSTINIANO BARRETO**, Son of Joao Carlos Marcos Barreto, aged 49 years, EIP CARD NO. JMQ0140533 and his wife **MRS. ISAURINA ANUNCIACAO DA COSTA E BARRETO**, wife of Ramos Justiniano Barreto aged 45 years, housewife PAN CARD NO. ANBPS8409D ,residing at House no 355, behind St Theresa School, Mangor Hill, Vasco Da Gama, Goa Goa herein after represented by his duly constituted attorney **FATIMA MARIA SANTANA FERNANDES E BARRETO**, daughter of Joaquim Bernado Fernandes, aged 78 years, PAN CARD NO. AGMPB8219J residing at House no 355, behind St Theresa School, Mangor Hill, Vasco Da Gama, Goa vide Power of Attorney dated 30/12/14 duly executed before the notary public Adv Suresh Rao having office at Vasco Da Gama, Goa at reg no 1210/2014-15 3] **JOSEPH GEORGE BARRETO**, Son of late Joao Carlos Marcos Barreto , aged 46 years, service Pan Card no AEBP1144E and his wife **MRS. SHIRLEY DE COSTA**, wife of Joseph George Barreto aged 44 years, housewife , PAN CARD NO. APKPS5541R, both residing at House no 355, behind St Theresa School, Mangor Hill, Vasco Da Gama, Goa herein

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Fatima Fernando & Barreto

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after represented by his duly constituted attorney **FATIMA MARIA SANTANA FERNANDES E BARRETO**, daughter of Joaquim Bernado Fernandes, aged 78 years, PAN CARD NO. AGMPB8219J residing at House no 355, behind St Theresa School, Mangor Hill, Vasco Da Gama, Goa vide Power of Attorney dated 30/12/14 duly executed before the notary public Adv Suresh Rao having office at Vasco Da Gama, Goa at reg no 1210/2014-15 . - 4] **JERRY ALBERTO**

BARRETO Son of late Joao Carlos Marcos Barreto, aged 42 years, bachelor, service EPIC CARD NO. GA/02/025/030274, presently resident of House no 355, behind St Theresa School, Mangor Hill, Vasco Da Gama, Goa herein after represented by his duly constituted attorney **FATIMA MARIA SANTANA FERNANDES E BARRETO**, daughter of Joaquim Bernado Fernandes, aged 78 years, PAN CARD NO. AGMPB8219J residing at House no 355, behind St Theresa School, Mangor Hill, Vasco Da Gama, Goa vide Power of Attorney dated 12/12/14 duly executed before the notary public Adv Suresh Rao having office at Vasco Da Gama, Goa at reg no 1160/2014-15 5] **JUDY SEBY**

BARRETO Son of late Joao Carlos Marcos Barreto, aged 40 years, bachelor, service PAN CARD NO. AKTPS93611D, presently resident of 74 First drive, Cranford, Hounslow Middlesex TW5 9TD herein after represented by his duly constituted attorney **FATIMA MARIA SANTANA FERNANDES E BARRETO**, daughter of Joaquim Bernado Fernandes, aged 78 years, PAN CARD NO. AGMPB8219J residing at House no 355, behind St Theresa School, Mangor Hill, Vasco Da Gama, Goa vide Power of Attorney dated 11/12/14 duly executed before the High Commission of India, London and counter signed by the Collector of South Goa at Margao on 18/12/14 herein referred to as **THE OWNERS** which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, legal representatives, administrators, executors and assigns) of **THE ONE PART**

Fatima Fernandes & Barreto

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AND

MR. ADAM ABDUL JUMMA s/o Abdul Jumma, aged 48 years, businessman, married, Pan card no ADRPJ66751, resident of House no 11/692/1, Near G S L Officer's Club, Chicallim, Goa herein referred to as **THE DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his successors in interests, administrators, executors and assigns) of **THE OTHER PART**.

All the parties hereto are Indian Nationals.

WHEREAS there exist a plot identified as Plot B admeasuring an area of 1073 sq mts which Plot B is part & parcel of the Property known as ARECAL MIRANDA or BAMONGINA situated in Buteabata within the limits of Mormugao Municipal Council, Mormugao Taluka, South Goa District, State of Goa, described in Land Registration office of the Judicial Division of Salcete under No. 12220 at pages 145 of Book B 31 and enrolled in the Land Revenue Records under matriz Nos. 899 under no 176, The property is presently bearing chalta No. 117 of P.T. Sheet No. 151 of City survey of Vasco da Gama and bounded as under

North: by plot A of the same property

South: by the top of the Hillock of Comunidade of Mormugao under chalta no 149

East: by property of the heirs of Josinho Barreto Cipriano Baretto and heirs of Jose Siqueria, presently held and occupied by Amioto Rodrigues, Vasco Da Gama chalta no 115 and

West: by property of Sebastiao Barretto, Camilo Furtado and Diogo Furtado, presently held and occupied by Mrs. Rhoda Antoneta Maxima Ferrao

Felima Fernandes & Barreto

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which is more particularly described in the Scheudle 1 herein below written. The Plot B shall hereinafter referred to as **"THE SAID PROPERTY."**

AND WHEREAS the said property originally belonged to Maria Genebra Godinho and her husband Late Agostinho Justinhiano Pedro das Mercês Barreto. By Deed of Gift dated 19/4/1968 duly registered with the sub registrar of Salcete under No. 460 at pages 275 to 280 volume 38, said Maria Genebra Godinho and her husband Late Agostinho Justinhiano Pedro das Mercês Barreto gifted half of the property known as ARECAL MIRANDA also known as BAMONGINA and half of 1/3rd property MUXELEM to Caetano Menino Caludio Zeferino Barreto and Matilda Romaldina Gracias e Barreto.

AND WHEREAS said Caetano Menino Caludio Zeferino Barretto and Matilda Romaldina Gracias e Barreto along with Fatima Maria Santana Fernandes e Barreto, Reny Ruby Barretto, Ramos Justiano Barreto, Joseph George Barreto, Jerry Alberto Barreto, Judy Seby Barreto, Palmira Barreto e Gonsalves, Hazel Fatima Belem Martinha Gonsalves, Daryl Francis Gonsalves, Siydel Euzefio Gonsalves, Maria Estela Delfina Barreto are the legal heirs of late Maria Genebra Godinho and her husband Late Agostinho Justinhiano Pedro das Mercês Barreto who decided to partition the properties among themselves

AND WHEREAS the said property i.e. plot B admeasuring an area of 1073 sq. mts surveyed under chalta No. 117 of P.T.Sheet No. 151 was allotted to Fatima Maria Santana

Fatima Fernando & Barreto

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Fernandes e Barreto, Reny Ruby Barretto, Ramos Justiano Barretto, Joseph George Barreto, Jerry Alberto Barreto, JudySeby Barreto by a Deed of Partition Cum Family Settlement dated 22/6/1992 duly registered with the sub registrar of Mormugao under registration No. 312 at pages 408 to 425 Book I volume 72.

ANDWHEREAS Fatima Maria Santana Fernandes e Barreto married to Joao Carlos Marcos Barreto who expired on 17/3/92 leaving behind the Owners herein as his legal heirs along with Reny Ruby Barreto and her husband Antonio Agnelo do Rosario as his legal heirs which is confirmed by Deed of Relinquishment And Deed of Succession dated 9/1/2013 drawn before the notary Ex-officio in the Notrail Book of Deeds bearing no 179 at pages 59 to 61 . Reny Ruby Barreto and her husband Antonio Agnelo do Rosario have relinquished their rights in favour of the other legal heirs which they were entitled after the death of Joao Carlos Marcos Barreto by the same Relinquishment And Deed of Succession dated 9/1/2013 drawn before the notary Ex-officio in the Notaril Book of Deeds bearing no 179 at pages 59 to 61. Thus the title to the said Plot B exclusively vest in the OWNERS mentioned herein.

ANDWHEREAS the OWNERS herein have agreed to entrust and sell to the DEVELOPER the SAID PROPERTY described in schedule I herein for development & construction of Residential premises thereon including the premises which are reserved for the OWNERS described in schedule II herein below written.

Fatima Fernandes e Barreto

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AND WHEREAS the OWNERS shall in consideration of allowing to the DEVELOPER to develop the SAID PROPERTY described in schedule I in accordance with the approved drawings shall construct and deliver free of cost to the OWNERS total seven double bedroom flats each of admeasuring a super built up area 100 sq mts and seven nos. car parking area at the stilt in accordance with the architectural plan and RCC drawings as approved by the relevant authorities hereinafter referred to as THE SAID OWNER'S PREMISES.

AND WHEREAS the OWNERS have agreed to grant the rights of the development of the SAID PROPERTY to the DEVELOPER for the above consideration and on the mutually agreed terms and conditions as set out herein below:

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

1. The OWNERS agree to grant rights of development of ALL THAT the SAID PROPERTY described in schedule I strictly on 'as is where is' basis which is better shown delineated in red boundary line in the plan annexed hereto and more particularly described in SCHEDULE I hereunder written absolutely and forever unto and to the favour of the DEVELOPER for the consideration appearing herein below:

2. The DEVELOPER shall construct and deliver, free of cost to the OWNERS the SAID OWNER'S PREMISES as above

Fátima Fernandes & Barreto

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seven double bedroom flats each of admeasuring a super built up area 100 sq mts and seven nos. car parking area at the stilt and the specification drawn and signed by both the parties and which are more particularly in accordance with the architectural plan and RCC drawings as approved by the relevant authorities.

3. The access to the said Property i.e. Plot B is through the property belonging to the Comunidade of Mormugao which is surveyed under chalta no 149 of P. T. Sheet no 151 of Vasco City. The Owners will obtain an Irrevocable NOC from the Comunidade of Mormugao for the access of Six meters to go to the said property i.e. Plot B at the cost of the OWNERS. The said NOC original shall be handover by the OWNERS to the DEVELOPER.

4. The OWNER have signed an Memorandum of Understanding dated 23/12/14 duly executed before the notary public Vidhya Shet at reg no 35869/2014 with M/s Resources Earth, a partnership firm having its office at Office no 0-1, 1st floor, Commerce Centre, next to Old Bus Stand, Vasco Da Gama, Goa through its partners Avez Azim Shaikh and Ashvek Hima Bhoi for the access to go the said property and the DEVELOPER shall be bound to the terms and conditions of the said Memorandum of Understanding dated 23/12/14 duly executed before the notary public Vidhya Shet at reg no 35869/2014.


5. The DEVELOPER shall under normal conditions construct the SAID OWNER'S PREMISES as per the approved plan which is to be drawn and approved and the same shall be agreed by the OWNERS but subject to such

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variation and alteration in the said plans as deemed necessary by the DEVELOPER or their architect or as may be required by the concerned authority provided that the total built up area of the SAID OWNER'S PREMISES agreed to be constructed and delivered by the DEVELOPER shall not be reduced, altered or changed. The OWNERS hereby consents to all such variations and shall not be entertained to demand any compensation or deduction due to such variations subject to conveyance of the SAID OWNER'S PREMISES to the OWNERS as per the terms of this agreement.

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6. The Service tax imposed by the Government with reference to the flats allotted to the owners, shall be borne by the OWNERS exclusively as per the notification and the rate prescribed by the concerned department from time to time.
 7. The OWNERS shall take possession of the said premises within 7 days on the DEVELOPER issuing a written notice to the OWNERS that the SAID OWNER'S PREMISES is ready for use and occupation provided all amount due and payable if any by the OWNERS to the DEVELOPER on account of the amount towards additional items and executed as per the written direction of the OWNERS in addition to the agreed specification at the SAID OWNER'S PREMISE. Subject to other terms to this agreement, the DEVELOPER shall deliver the possession of the SAID OWNER'S PREMISES within 24 months from the date of obtaining approval of project from the relevant authority subject to a maximum of 30 months from the date of signing of this agreement.

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8. The DEVELOPER shall not incur any liability if they are unable to deliver the SAID OWNER'S PREMISES by the date aforesaid by reason for all or any of the following:

- i) By the reason of war, civil commotion or any act of God or of the state.
- ii) By the reason of delay in releasing water and electricity connection by the concerned department after obtaining Occupancy certificate.

9. In case for the reasons other than mentioned herein above, the DEVELOPER fails to handover the possessions of the flats to the OWNERS within 30 months from the date of getting approvals from concerned authorities, the DEVELOPER shall be liable to pay Rs 8000/- per flat per month as compensation to the OWNER till the time possession of the said flat is handed over to the OWNERS.

10. The DEVELOPER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property or any part thereof provided it does not in any way affect or cause any prejudice to the right of the OWNERS in respect of the SAID OWNER'S PREMISES delivered to them.

11. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the SAID OWNER'S PREMISES agreed to be delivered of the said property or any part thereof.

12. The OWNERS hereby grant express permission to the DEVELOPER to commence pre development activity at

Fatima Fernandes & Borreto

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the SAID PROPERTY described in schedule I as a whole comprising of surveys, boundary perfection, layout of internal roads, amalgamation, sub-division, permission, license etc. from the concerned authorities without any objection of any nature whatsoever from the OWNERS.

13. The DEVELOPER is free to enter into an agreement of sale of units/premises constructed in the SAID PROPERTY described in schedule I with prospective purchasers/buyers of units/premises but however it is specifically and expressly agreed herein that the OWNERS shall not authorize, permit the DEVELOPER nor shall sign, execute the final conveyance deed/sale deed of the respective units and/or undivided portion of the SAID PROPERTY described in schedule I in the name of such prospective purchasers/buyers thereof until and unless the possession of the complete SAID OWNER'S PREMISES being the consideration as agreed hereinabove under clause (1) has been delivered to the OWNERS in entirety. The OWNERS will reserve all right to sell the said flats which are allotted as per the consideration to them by the DEVELOPER described in schedule II herein below written along with the sale of remaining portion constructed by the DEVELOPER on their on the SAID PROPERTY described in schedule I.

14. The OWNERS hereby expressly permits the DEVELOPER to undertake, develop and construct units/premises in the SAID PROPERTY described in schedule I at the entire risk, cost, responsibility, liability and expense of the DEVELOPER and further in accordance with the following conditions:-

Felima Fernandes & Barreto

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objection for the DEVELOPER to agree to sell such constructions/units with proportionate land rights thereto to such purchasers/buyers (except the SAID OWNER'S PREMISES) and the OWNERS shall not in any way interfere or obstruct or hinder the construction and right of the Developer to agree to sell of the units therein or any part of the development/building therein.

15. The name of the proposed project to be undertaken in the SAID PROPERTY described in schedule I shall be **"AMAN CARLOS PARAISO"**.

16. The OWNERS shall and will from time to time and at all times hereafter at the request of the DEVELOPER, do, sign, execute and deliver all such further and other lawful and reasonable acts, deeds, things, matters and assurances in law whatsoever for further and more perfectly and absolutely granting and assuring of the OWNERS a full title, interest in the SAID PROPERTY described in schedule I unto and in favour of the DEVELOPER, subject to the DEVELOPER fulfilling the terms as to the handing over of the SAID PREMISES.

17. At any time after signing of the present Agreement, the OWNERS shall make, sign and execute such applications, petitions, documents, letters and declarations as may be required by the DEVELOPER and hereby authorize, empower the DEVELOPER to sign on behalf of and to represent the OWNERS for the purpose of signing, executing and submitting all applications, drawings, plans and all other documents that may be necessary to be signed or executed before for the concerned authorities for the purpose of constructions, development including obtaining and renewing permissions, licenses of


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constructions, NOC's and statutory approvals and certificates from the concerned authorities such as Municipal Council, Planning & Development Authority, Health Office, Dy. Collector or Addl. Collector, Village Panchayat, Fire Services, Departments of Electricity and Public Works etc. of the SAID PROPERTY described in schedule I but however the entire cost and expenses of all such applications, documents, petitions and declarations and building plans, licenses, architect, Engineer's fees shall be borne and paid exclusively by the DEVELOPER without any cost, risk, liability and/or obligation toward the OWNERS.



18. The OWNERS shall fully co-operate with the DEVELOPER to obtain necessary water, sewage and electricity connections as also occupancy/completion certificate of the construction/development under which the SAID PROPERTY described in schedule I.

19. a) The OWNERS shall co-operate with the DEVELOPER and the other premises holder/purchasers/buyers of units in the SAID PROPERTY **described in schedule I**, forming a Co-operative Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the SAID PROPERTY **described in schedule I** and/or constructions made therein.

b) It shall be entirely at the discretion of the DEVELOPER to decide whether to form a Co-operative Society, a Limited Company, Association of Persons or any other entity (hereinafter referred to as the "ENTITY") and upon such formation by the DEVELOPER and

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OWNERS (along with other owners/purchasers of Premises/structures in the aforesaid project in the SAID PROPERTY described in schedule I shall sign all forms, application, deeds and other documents as may be required for the formation of the ENTITY and for the conveyance of the SAID PROPERTY described in schedule I unto such ENTITY, as the case may be but however it has been expressly agreed between the parties that the OWNERS shall not be liable nor shall contribute any sum for any cost, charges, expenses including stamp duty, formation, registration fee, advocate's fee etc. which is directly or indirectly related or connected with such preparation, execution and registration of such conveyance of the SAID PROPERTY unto such ENTITY (except the obligation of the OWNERS to contribute for monthly maintenance after completion of such conveyance) as the OWNERS otherwise are the owners of the SAID PROPERTY described in schedule I.

c) The OWNERS and the persons to whom the SAID OWNER'S PREMISES are let, sublet, transferred, assigned or given possession of by the OWNERS after delivering possession by the DEVELOPER shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by such ENTITY from time to time and shall also governed by the laws which may be applicable to the ENTITY.

d) The OWNERS hereby agree/s and undertake/s to be a member of such ENTITY to be formed and also from time to time to sign and execute all applications for registration and for membership and other documents for the purpose

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necessary, for the formation and the registration of such ENTITY except with the restriction under sub-clause (c) above.

e) Till such ENTITY as referred hereinabove is formed, the OWNERS shall only be bound to pay to the DEVELOPER at such period and intervals all sums and/or charges for the purpose of monthly maintenance, management etc. of the various infrastructure including water supply, common lighting, common amenities etc. after handing over the possession of the SAID PREMISES to the OWNERS.

g) In the event such ENTITY cannot be formed for any reason or the conveyance cannot be executed in the name of such ENTITY the decision of the Developer in this regard being final, the OWNERS shall retain as owner the proportionate undivided right, title, interest in PROPERTY corresponding to the SAID PREMISES unto themselves and convey the balance area to the various prospective purchasers being the undivided share in proportion to the built up area of each of the units all at the cost of the prospective purchaser. In case the OWNERS intend to sell the premises allotted to them more particularly described in the schedule IV herein below written, THE DEVELOPER shall sign all necessary papers, documents, agreement or deed to convey the SAID OWNERS PREMISES in favour of the prospective purchasers. After completion of the entire project "AMAN CARLOS PARAISO" and getting occupancy certificate from concerned authorities, THE OWNERS do not wish to sell the SAID OWNER PREMISES allotted to them described in the schedule II herein below written, THE DEVELOPER shall sign and execute an Deed of Handing over of Possession of the SAID OWNERS PREMISES in favour of the OWNERS.

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20. In case the OWNERS require or desire any change, modification, alteration, addition, substitution or replacement in the specification/amenities of the SAID PREMISES reserved for them, the DEVELOPER may carry out such works provided that the additional expenditure incurred by the DEVELOPERS shall be paid by the OWNERS to the DEVELOPERS as per the market rate.
21. Within 30 days of the DEVELOPER offering possession of the SAID PREMISES, the OWNERS shall take possession thereof after inspecting the same and no claim shall be entertained from the OWNERS thereafter.
22. The DEVELOPER hereby indemnify and keep the OWNERS indemnified of and/or against ALL THAT claims, liability, loss, damage, obligations, cost, expenses etc. in respect of any injury or accident to artisan/workman or any other persons in/upon the SAID PROPERTY described in schedule I whether in employment or not, as under no circumstances this agreement shall constitute any such relationship so as to constitute any such liability or obligation towards the OWNERS. It has been specifically and expressly agreed herein that the development rights of the SAID PROPERTY described in schedule I unto the DEVELOPER strictly has been granted on 'as is where is' basis without any further obligation, liability, responsibility of the OWNERS in any manner whatsoever and it shall be the entire duty, liability, obligation and responsibility of the DEVELOPER at his own cost, risk and expense to undertake such development and/or construction thereon.



Fatima Fernandez & Boereto

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23. The DEVELOPER shall be free to sell any or all the units/premises to be constructed other than the SAID OWNER'S PREMISES in the SAID PROPERTY described in schedule I to any person/s or party/parties of the DEVELOPER's own choice and upon such terms and conditions as the DEVELOPER deems fit, at their entire discretion and to appropriate the sale proceeds entirely for themselves except the SAID OWNER'S PREMISES and accordingly the OWNERS hereby authorize, empower and shall have no objection whatsoever for the DEVELOPER to enter into any type of agreement/s with person or persons of his own choice for the sale or disposal of such constructed units thereon or the undivided share in the SAID PROPERTY described in schedule I without any reference to the OWNERS and further the OWNERS agree to join to such agreement/s with the prospective purchaser/buyer of the units/undivided share in the SAID PROPERTY described in schedule I without any obligation, liability, cost or charges thereto.

24. All notices to be served on the DEVELOPER and the OWNERS shall be deemed to have been duly served if sent at their respective addresses mentioned above by Registered Post A.D. and the parties shall intimate the changes, if any of the respective parties to the other

25. If at any time if there is any beneficial change in Floor Area Ratio (F.A.R) in the SAID PROPERTY described in schedule I then such increase in F.A.R will accrue to the benefit of the DEVELOPER to the extent of 75% and 25 % to the OWNERS

Fátima Fernandes & Barreto

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26. In Case of any litigation or dispute arising out of breach of any rules and law, while construction, the DEVELOPER shall be responsible for the same and the DEVELOPER shall be liable to defend the same at his expenses and shall indemnify and keep indemnified the OWNERS about the same.
27. In case of litigation or dispute arising out of title or any claim of whatsoever nature in the said property described in schedule I herein below written, OWNERS shall be responsible for the same and the OWNERS shall be liable to defend the same at his expenses and shall indemnify and keep indemnified the DEVELOPER about the same.
28. The development rights herein granted by the OWNERS to the Developer shall be irrevocable as long as the Developer fulfills their entire obligation under the terms of this agreement.
29. The common facilities provided in the project will be allowed to be used and maintained by the OWNERS or their representative of the SAID OWNER'S PREMISES along with the other Purchasers of the total complex.
30. The possession of the said property is not handed over to the DEVELOPER. For the purpose of Stamp duty the property are valued at Rs 35,00,000/- (Rupees Thirty Five only) and accordingly stamp duty of Rs. 1,10,000/- is paid herewith.



Fátima Fernandes & Barreto

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SCHEDULE -I

ALL THAT plot identified as Plot B admeasuring an area of 1073 sq mts which Plot B is part & parcel of the Property known as ARECAL MIRANDA or BAMONGINA situated in Buteabata within the limits of Mormugao Municipal Council. Mormugao Taluka, South Goa District, State of Goa, described in Land Registration office of the Judicial Division of Salcete under No. 12220 at pages 145 of Book B 31 and enrolled in the Land Revenue Records under matriz Nos. 899 under no 176, The property is presently bearing chalta No. 117 of P.T. Sheet No. 151 of City survey of Vasco da Gama and bounded as under

North: by plot A of the same property

South: by the top of the Hillock of Comunidade of Mormugao under chalta no 149

East: by property of the heirs of Josinho Barreto * Cipriano Baretto and heirs of Jose Siqueria, presently held and occupied by Amiato Rodrigues, Vasco Da Gama chalta no 115 and

West: by property of Sebastiao Barretto, Camilo Furtado and Diogo Furtado, presently held and occupied by Mrs. Rhoda Antoneta Maxima Ferrao

SCHEDULE II

FLATS RESERVED FOR OWNERS

ALL seven double bedroom flats admeasuring a super built up area of 100 sq mts each and seven car parking in the project known as **AMAN CARLOS PARAISO** constructed on the property described in the schedule I hereinabove written.

Fatima Fernandes & Barreto

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SCHEDULE III

Structure /specification

- 1) STRUCTURE: R.C.C. frame structure as per design and including sloping slab if any.
- 2) WALLS: Super structure masonry will be constructed with laterite stone/ cement concrete block in CM 1:5 in 20cm thick including necessary filling of joints, curing etc. complete.
- 3) PARTITION WALLS: Partition wall will be constructed with brick in CM 1:5 in 10cm thick including providing RCC partly at every 1½ meter height, joint filling, curing etc. complete.
- 4) INTERNAL PLASTER: Internal walls and ceiling will be plastered in CM 1:5 in average 10mm thick including finishing, curing etc. complete.
- 5) INTERNAL BASE FINISH: Base of the wall and ceiling from internal will be finished and polished with lime plaster/Surfa coat Acrylic wall ready treatment.
- 6) EXTERNAL PLASTER: External wall will be plastered in two coats cement mortar including using necessary waterproofing compound as per manufacturer specification with sponge finish, finishing, curing etc. complete.

Fatima Fernandes & Barreto

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7) WATERPROOFING: The flat terrace and the sloping roof slab will be treated with cement based waterproofing treatment as per manufacturer's instructions.

8) DOORS: Main door will be of teak wood with frame size of 5" x 21/2" and the shutter with panel will be full teakwood including with Godrej locks, including Godrej night latch and finished with French polish. All other doors other than toilet will be with frame of well seasoned mattiwood/marine ply or c c frame in required size and the shutter will be of chemically treated factory made flush door/teak wood style and paneling with 12mm thick waterproof marine plywood covered with veneer and finished with French polish/oil paint and provided with M.S. butt hinges and best quality aluminum fittings or provided with Godraj Tubler lock. The toilet door will be of "Omega" or equivalent FRP shutter and frames of c c or muttiwood of required size fixed with necessary good quality aluminium fixtures or provided with Godraj Tubler lock.

9) WINDOWS: Windows will be of powder coated Aluminum/PVC sliding and glassed with 4mm thick plain/pinned glass and provided with necessary locking arrangement. The windows will be provided with M.S. safety grills and finished with oil paint on request at extra payment as per market rate.

10) FLOORING: The entire floor other than toilets will be finished with 600x600 mm or above size vitrified tiles with wall skirting upto the height of 100mm filled joints and finished with necessary pigments.

Fátima Fernandes de Barros

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- 11) TOILETS: Toilet floor will be provided with non skid ceramic tiles 12" x 12" or above and the dado will be finished with 8" x 12" and above ceramic glazed tiles up to slab height. All sanitary fittings will be white in color fitted and finished with necessary fittings. Bath arrangement will be of hot and cold with provision for geyser and provided with head shower, bucket taps etc. The floor area will be segregated for wet and dry wherever possible.
- 12) KITCHEN: Kitchen platform will be provided with polished granite top and stainless steel kitchen sink for receiving water from overhead tank as well as from direct line. Wall backing platform will be finished with plain coloured ceramic glazed tiles upto to slab height.
- 13) DÉCOR: External wall will be painted and finished with emulsion waterproofing paint and internal wall and ceiling will be finished with washable Acrylic Oil Bound Distemper including necessary primer and lamby putty.
- 14) PLUMBING: Plumbing will be carried out through medium class APVC & PVC Pipe for hot and cold water flow arrangement.
- 15) SANITATION: Sanitation will be carried out through SWR/SW pipe and connected to the STP system through necessary inspection chambers.
- 16) WATER SUPPLY: The P.W.D water will be supplied through overhead water tank which will be constructed over the roof of the building. Sump tank with pumping arrangement will be provided for entire building.

Fátima Fernandes & Barreto



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17) ELECTRICAL INSTALLATION

Living Room	Pts
1. Bell Point	1
2. TV SAMP	1
3. SAMP for cable TV	1
4. 3 tube light pts (incl. chandler)	3
5. SAMP pt To dining table	1
6. 2 Fans point	2
7. Telephone point	1
8. A/C point 15 Amp	1

Kitchen	
1. Fridge SAMP	1
2. Microwave 15AMP	1
3. 5 AMP Mixer	1
4. Chimney	1
5. Hob	1
6. Water Purifier	1
7. Tube Light Point	1
8. Exhaust point	1
9. Fan Point	1

Master Bedroom, All Bedrooms	
1. 2way light pt	1
2. SAMP pt Next to bed	1
3. Fan pt	1
4. Light pt	1
5. Telephone pt	1
6. TV SAMP	1
7. SAMP for cable TV	1

1. A/C Pt 2

Stair Case	
Each landing light point	1

Terrace	
Light point	6
SAMP point	4

Private Terrace	
Light Point	2
5 Amp point	2

Stilt	
Light point	As per requirement

Basement	
Light point	As per requirement

Bathroom	
1. Light pt	1
2. Light pt for wash basin	1
3. Geyser pt	1
4. 5 AMP	1
5. Exhaust Fan pt	1

Balconies (for all Balconies)	
1. 15AMP pt socket for AC /washing machine	1
2. Light pt	1

Fátima Fernandes & Barreto

Fátima

...24/-

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands and seals to these presents in the presence of two witnesses on the day, year and place first hereinabove written.

Fatima Fernandes & Barreto

AA/umme

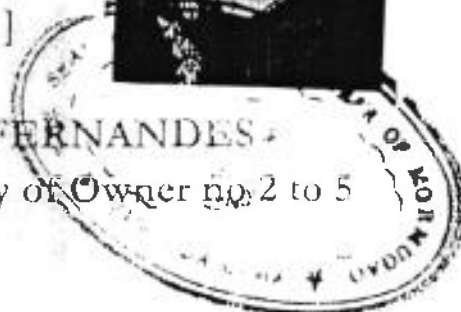
25

Fatima Fernandes

SIGNED & DELIVERED BY THE]
WITHIN NAMED OWNERS]

MRS. FATIMA MARIA SANTANA FERNANDES

E BARRETO for self and as attorney of Owner no. 2 to 5



Fatima Fernandes & Barreto

Signature



...26/-

Fatima Fernandes & Barreto

Adm

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SIGNED & DELIVERED BY THE
WITHIN NAMED DEVELOPER |
MR. ADAM ABDUL JUMMA

Adam Jumma

Signature



Witnesses:-

1. Sandeep K. Phondetkar
2. Rajeshwar Masta

Adam Jumma

Fatima Faruque & Sonneto

SCALE - 1: 500

PLAN

SHOWING AREA UNDER CHALTA NO 120,
121, 122, 123, 124, 164, 155 OF P.T. SHEET
NO. 151 VASCO CITY SURVEY



EXISTING COMMON
COMPOUND WALL

6.00 M WIDE ACCESS TO THE
LAND LOCKED PLOT BEARING
CHALTA NO. 117,
P.T. SHEET NO. 151

Fátima Fernandes & Rorato

Fátima Fernandes & Rorato

For RESOURCES EARTH

PARTNER

For RESOURCES EARTH

PARTNER

Office of Sub-Registrar Mormugao

Government of Goa

Date & Time : 27-01-2015 0:21:39 PM

Document Number : 124


Printed at 12:36:00 PM on 27-01-2015 in the office of the Sub Registrar (Mormugao) Along with receipt as follows:

No.	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fee	500.00
	Total:	1000.00

Stamp Duty Required: 101500.00

Stamp Duty Paid: 110000.00

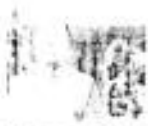


Adam Abdul Jumma presenter

Name	Photo	Thumb Impression	Signature
Mr. Adam Abdul Jumma s/o Abdul Jumma, Married, Indian, age 45 Years, Business, r/o House no. 592/11 Near CSL Officers Club, Calicut, Goa			



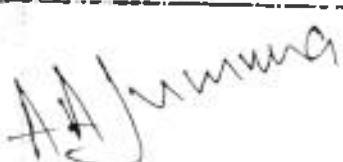
Endorsements

Executant

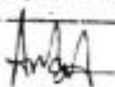
1. Fatima Zohra Contaria Fernandes E Barreto, do/o Joaquim Bernado Fernandes, widow, Indian, age 78 years, Housewife, r/o House no. 355 behind St. Theresa School, Mangor Hill, Vasco da Gama, Goa for self and power of attorney for the Owners do. 2 to 5 executed before Notary Suresh Rao under no. 121-3 dt 30/12/14, 1160 dt 11/12/14 and power of attorney 11/12/14 duly executed before the High Commission of India London and countersigned by the Collector of South Goa Margao on 18/12/14

Photo	Thumb Impression	Signature
		

Mr. Adani Abdul Jumma, s/o Abdul Jumma Married, Indian, age 38 Years, B (S) 155 cm House no 11/692/1
at GSL Officers Club Chicacim Goa

Photo	Thumb Impression	Signature
		

Identification

No.	Witness Details	Signature
1	Adv. Vinay Shetye, s/o Anant Shetye, Married, Indian, age 37 Years Advocate, r/o Vasco da Gama Goa	

called on
27/01/2016
SUB REGISTRAR
MORMUGAO