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Name of Purchaser ALIVIO FARIA

THE SEAL OF THE SUB-REGISTRAR OF MORMUGAO
VASCO-DA-GAMA

AGREEMENT FOR DEVELOPMENT, CONSTRUCTION AND SALE

THIS AGREEEMNT is made and executed in this city of Vasco, Taluka and Sub-District of Mormugao, District of South-Goa, State of Goa, on this 30th day of January 2018.

BY AND BETWEEN:

1. **MRS. JANET VIEGAS**, wife of Mr. Fletcher Viegas, aged 54 years, occupation Teacher, holder of Income Tax Card bearing PAN ABDPV0362J, Aadhaar Card No. 4342 8835 2068, married and her husband;

2. **MR. FLETCHER VIEGAS,** son of Mr. Saude Viegas , 65 years , Occupation retired seaman, holder of Income Tax Card bearing PAN AJOPV4446N, Aadhaar Card No. 9298 8772 8223, both residents of House No. BF-02, 4th Floor, Casa Martinho Luisa , Ratwaddo, Navelim Salcete Goa 403707, both Indian Nationals and hereinafter referred to as the **"OWNERS-CUM-PROSPECTIVE VENDORS"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, administrators, executors, successors and assigns) of the **ONE PART**

ISTRAR OF MORMUGAO
ASCO DA-GAMA

AND

MR. ALIVIO FARIA, son of Mr. Ivo Faria, aged about 35 years, married, businessman, holding Income Tax card bearing PAN AAJPF2226N, Aadhaar Card No. 2254 6542 8156, residing at H. No. 142, Near Railway Bridge, Alto, Dabolim, Goa. 403801 hereinafter referred to as the **"DEVELOPER-CUM-PROSPECTIVE PURCHASER"** (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the **SECOND PART.**

WHEREAS at Quelossim village and Panchayat of Cortalim, Taluka of Mormugao, District of South Goa, state of Goa, there exist a property known as "**ZAMIPEDAR**" admeasuring an area of 68,600 sq. metres erstwhile consisting of cultivation of coconut trees and

other trees, described in the Land Registration Office of Salcete, Margao under No. 23,123 not enrolled in the Taluka Revenue Records (Matriz) and which property is recorded in the recent survey records of Quelossim under the name of BHAKOTEM bearing Survey Nos. 131 sub-division Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and Survey No. 132/1 of Quelossim Village, more particularly described in the **SCHEDULE A** hereinafter written and hereinafter referred to as the "**SAID PROPERTY**".

AND WHEREAS the **SAID PROPERTY** is inscribed in the conservatoria (Land Registration Office) of Salcete at Margao in the name of Lilia Piedade e Silva under Inscription No. 13748.

AND WHEREAS said Lilia Piedade e Silva bequeathed the **SAID PROPERTY** in favour of Ana Maria Guilherminha das Brotas da Silva e Costa of Loutulim reserving the right of usufruct in favour of Maria Agusta Da Silva vide Will dated 03/03/1924, duly recorded before Assistant Notary Irineu Constancio Roque da Costa with Office at Margao at folio No. 37 of Book of Will No. 7.

AND WHEREAS said Lilia Piedade e Silva expired on 22/09/1931 without leaving behind any ascendants or descendants, but leaving behind her legatee said Ana Maria Guilherminha das Brotas da Silva e Costa married Mr. Jose Carlos Ansiu dos Remedios Melo with usufructory right in favour of Maria Agusta Da Silva.

AND WHEREAS said Maria Agusta Da Silva expired on 09/03/1971, resultant thereof the right to the usufruct in the **SAID PROPERTY** stood extinguished.

AND WHEREAS the said legatee Ana Maria Guilherminha das Brotas da Silva e Costa and her husband Mr. Jose Carlos Ansiu dos

Remedios Melo expired on 24/01/1965 and 03/09/1986 respectively, leaving behind their following children as their sole and universal heirs, as declared by Deed of Succession dated 03/07/1991 and Deed of Rectification dated 14/09/1995, duly recorded at the Office of Sub-Registrar at Margao under No. 1370 at pages 98V onwards of book of deeds dated 14/09/1995:

(i) Smt. Margarida Maria Ana Floripes de Melo married to Agnelo Feleciano de Souza;

(ii) Shri. Damasceno B. M. maria Dionisio de Melo;

(iii) Joe Ana Maria de Carmo Melo;

(iv) Shri. Louis Jose Cleto Sebastiao de Melo married to Clementina Cardozo and

(v) Smt. Maria Lilia Piedade Cardina de Melo married to Marcelous Joseph Mesquita.

AND WHEREAS these above erstwhile Owners of the **SAID PROPERTY** sold the **SAID PROPERTY** to (i) M/s Keserval Real Estates and (ii) Maria Bernadita Raquela Xavier e Faleiro vide Deed of Sale dated 30/03/1992, duly registered in the office of the Sub-Registrar of Mormugao under No. 414 at pages 428 to 484 of Book I, volume No. 75 dated 05/08/1992.

AND WHEREAS said M/s Keserval Real Estates and Maria Bernadita Raquela Xavier e Faleiro divided the **SAID PROPERTY** into 94 sub-plots unequal in area, of which the Plot No. 89 admeasuring 568.00 Sq. meters falling under Survey No. 131/13, 14 and 15 of Quelossim Village was sold by these owners to the member no. 1 of the **OWNERS-CUM-PROSPECTIVE VENDORS** herein vide Deed of Sale dated 29/07/1997, duly registered in the Office of Sub-Registrar of Mormugao under no. 505 at pages 379 to 405 of Book No. I, Volume no. 215 dated 21/08/1997.

This Plot No. 89 is more particularly described in the **SCHEDULE B** hereunder written and is hereinafter referred to as **"SAID PLOT"**.

AND WHEREAS the member No. 1 of the **OWNERS-CUM-PROSPECTIVE VENDORS** herein is married to the member No. 2 of the **OWNERS-CUM-PROSPECTIVE VENDORS** herein under the regime of the communion of assets and thus are the joint owners in possession of the **SAID PLOT**.

AND WHEREAS the **OWNERS-CUM-PROSPECTIVE VENDORS** have now approached the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** expressing their willingness to have developed the **SAID PLOT** and have made following representations to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**:

i) they have clean, clear, marketable and subsisting title to sell, convey or otherwise transfer their respective parts of the "**SAID PLOT**" and that they are in lawful occupation, exclusive possession and enjoyment of their respective parts of the "**SAID PLOT**";

ii) that the "**SAID PLOT**" is not subject to any mundkarial rights, tenancy rights, leasehold rights or any other rights whatsoever from any other person/s whomsoever;

iii) that the "**SAID PLOT**" or any portion thereof is not subject to any attachments from any Court of Law or department or authority whomsoever;

iv) That no other person/persons other then the **OWNERS-CUM-PROSPECTIVE VENDORS** mentioned hereinabove are the owners or possessors of the "**SAID PLOT**" or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the "**SAID PLOT**" and/or deal with it in any manner whatsoever;

v) That there is no legal bar or impediment for this transaction and that the "**SAID PLOT**" is free from encumbrances, liens and/or charges;

vi) That no notice/s from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition had/has been received by and/or served upon the **OWNERS-CUM-PROSPECTIVE VENDORS** regarding the "**SAID PLOT**";

vii) That neither the "**SAID PLOT**" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law;

viii) That they have not agreed, committed or contracted or entered into any agreement for sale, M. O. U. or lease or any other Agreement whether oral or in writing, with any third party or third parties in respect of the "**SAID PLOT**" .

ix) That no person has any right of access through the "**SAID PLOT**" or part thereof, nor does any access, public or private, exist through the same;

x) That there are no dues or any other liability outstanding in respect of the "**SAID PLOT**".

xi) That in case at any time in future, if any objection is raised to the present understanding or the present understanding is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the "**SAID PLOT**", the **OWNERS-CUM-PROSPECTIVE VENDORS**, shall be fully liable and responsible to settle any such share, right, interest, claim of the third party/objectionist in the **SAID PLOT** from the consideration determined herein and the **DEVELOPER-CUM-**

PROSPECTIVE PURCHASER shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the **OWNERS-CUM-PROSPECTIVE VENDORS** for any such settlement made by them with the third party.

xii) notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the **OWNERS-CUM-PROSPECTIVE VENDORS** or by any of their predecessors in title or any person claiming under or through the **OWNERS-CUM-PROSPECTIVE VENDORS**, had at all material times heretofore and now have a good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the **SAID PLOT** unto and to the use of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.

xiv) That the **SAID PLOT** is under settlement zone and does not fall under any zone prohibited for development.

AND WHEREAS the **OWNERS-CUM-PROSPECTIVE VENDORS** intends develop the **SAID PLOT** by constructing commercial/residential complex/building therein and further the **OWNERS-CUM-PROSPECTIVE VENDORS** have approached the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to construct the same by using maximum permissible FAR/FSI as per the plan, licenses and permissions that will be approved and granted by the concerned authorities, at the cost and expense of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and consequently has agreed to sell the **SAID PLOT** for a valuable consideration.

AND WHEREAS the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** have put forth the proposal to the **OWNERS-CUM-PROSPECTIVE VENDORS**, that in lieu of payment of the consideration of the **SAID PLOT** in monetary terms, the **OWNERS-**

CUM-PROSPECTIVE VENDORS be allotted 200.00 Sq. meters of super built up area in terms of four flats, in the building that shall be constructed in the **SAID PLOT** while the balance constructed premises and or balance development in the **SAID PLOT**, be retained and owned by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and further that the **OWNERS-CUM-PROSPECTIVE VENDORS** shall execute Sale Deed/Exchange Deed in favour of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and or the person of the choice of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in respect to the proportionate share in the land appurtenant to the premises retained by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.

The premises agreed to be allotted to the **OWNERS-CUM-PROSPECTIVE VENDORS** are hereinafter referred to as "**OWNER'S PREMISES**" and are identified in the provisional plans annexed hereto and described in **SCHEDULE C** hereunder written and the remaining constructed premises agreed to be retained by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** are hereinafter collectively referred to as "**DEVELOPER'S PREMISES**". The Flats/Villas/Bungalows/shops/garages proposed to be constructed in the **SAID PLOT** is hereinafter referred to as "Said Building Complex".

AND WHEREAS pursuant to the understanding arrived at by and between the parties hereto, the **OWNERS-CUM-PROSPECTIVE VENDORS** hereby agree to sell the **SAID PLOT** unto the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and pending the completion of such sale/transfer of title of the **SAID PLOT** hereby permits the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to develop the **SAID PLOT** more particularly described in the **SCHEDULE B** for the construction of said **OWNER'S PREMISES** and **DEVELOPER'S PREMISES** i.e.

SAID BUILDING COMPLEX, for the consideration payable by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in kind.

AND WHEREAS both the parties have agreed to reduce the above understanding into writing on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT FOR SALE, DEVELOPMENT AND CONSTRUCTION WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The **OWNERS-CUM-PROSPECTIVE VENDORS** have agreed to sell, allot, entrust and assign the **SAID PLOT** described in the **SCHEDULE B** herein below written to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and pending final conveyance to have the **SAID PLOT** developed by constructing Said Building Complex and in lieu of the **OWNERS-CUM-PROSPECTIVE VENDORS**, selling, allotting, entrusting and assigning the **SAID PLOT**, with all the rights to develop the **SAID PLOT** by constructing thereon the **SAID BUILDING COMPLEX** and selling and conveying the **DEVELOPER'S PREMISES** therein along with the proportionate share in the land appurtenant thereto, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** has agreed to purchase the **SAID PLOT** described in the **SCHEDULE B** herein below written, for the agreed consideration payable by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to the **OWNERS-CUM-PROSPECTIVE VENDORS** in kind, by allotting premises to the **OWNERS CUM PROSPECTIVE VENDORS** as detailed out in **SCHEDULE C** of this agreement.

2. The **OWNERS-CUM-PROSPECTIVE VENDORS** do hereby nominate, constitute and appoint the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to develop the **SAID PLOT** described in the **SCHEDULE B**, at its own cost and expense by constructing a commercial/residential building, Flats/Villas/Bungalows/shops/garages thereon as per the plans/specifications that will be approved by the Village Panchayat Quelossim/Cortalim, Town and Country Planning Department, Competent Authority under the Planning and Development Act and other civic authorities or as per the plans which may be revised by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** as per its requirements. The nature of development of the **SAID PLOT**/nature of the premises to be constructed in the **SAID PLOT** is however, left to the absolute discretion of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and the **OWNERS-CUM-PROSPECTIVE VENDORS** shall have no say therein nor shall interfere in the plans prepared/approved by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.

3. That the **OWNERS-CUM-PROSPECTIVE VENDORS** have further agreed to sell to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** or any person of its choice, the **DEVELOPER'S PREMISES** along with the proportionate share in the **SAID PLOT** appurtenant to the **DEVELOPER'S PRESMISES** along with privies, benefits, privileges, advantages, appurtenances, etc. available to the "**DEVELOPER PREMISES**" and the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** has agreed to develop the **SAID PLOT** by constructing **SAID BUILDING COMPLEX** at his own cost and expense and as per the plan/revised plan the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** deems fit and as may be approved by the civic authorities.

4. The **OWNER'S PREMISES** described in **SCHEDULE C** shall be owned by the **OWNERS-CUM-PROSPECTIVE VENDORS** as detailed out therein, which shall be of such specification as provided in the **SCHEDULE D** hereunder written and shall belong to the ownership of the **OWNERS-CUM-PROSPECTIVE VENDORS** along with the proportionate undivided share of land in the **SAID PLOT**.

5. The development of the **SAID PLOT** by constructing **SAID BUILDING COMPLEX** as per the approved plan/revised plan in the **SAID PLOT** at the cost and expense of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and allotment of the **OWNER'S PREMISES** to the **OWNERS-CUM-PROSPECTIVE VENDORS**, shall be the consideration payable to the **OWNERS-CUM-PROSPECTIVE VENDORS** for the present agreement by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and for the sale of the proportionate share in the land appurtenant to the **DEVELOPER'S PREMISES**. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall not be entitled for anything over and above the consideration hereby agreed to be paid in kind.

6. The **OWNERS-CUM-PROSPECTIVE VENDORS** agree that as the **DEVELOER'S PREMISES** shall be constructed by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** at his own cost and expenses, he shall become the absolute owner of the **DEVELOPER'S PREMISES** automatically and no separate deed shall be required to be executed to transfer the ownership/title of the **DEVELOPER'S PREMISES**, except to convey the undivided proportionate share in the **SAID PLOT** corresponding to the **DEVELOPER'S PREMSIES**.

7. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall immediately upon completion and handing over the possession of the **OWNER'S PREMISES** execute Deed of Sale/Exchange Deed in favour of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** or the person of the choice of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** conveying therein unto the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** or such other person the proportionate undivided share of land corresponding to the "**DEVELOPER'S PREMISES**" in the **SAID PROPERTY**. The Stamp Duty and Registration fees shall be borne and paid by the parties proportionate to the title acquired by them.

8. The **OWNERS-CUM-PROSPECTIVE VENDORS**, pending the execution of the Deed of Sale/Exchange in respect of the **SAID PLOT** in favour of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** or society or its nominee/ nominees, hereby give permission to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to develop the **SAID PLOT** or any part thereof and to do all types of construction of building in the **SAID PLOT** according to the plans to be approved by the authorities concerned and in terms of Construction Plan that will be approved/revised in this regard by the authorities concerned and at the cost, risk, expenses and responsibilities of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, on principal to principal basis and not as agent of the **OWNERS-CUM-PROSPECTIVE VENDORS**.

9. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** is hereby authorized to make necessary application and obtain at his cost and expense, electricity connections, water connections from the competent authorities in the **SAID PLOT** to facilitate

the carrying on the work of development and construction in the **SAID PLOT**.

10. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall sign all such applications, papers as are reasonably and legally necessary and required for the development of the **SAID PLOT** and construction of said building complex thereon.

11. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall do and complete construction of the said building complex as per the plans to be approved, subsequently revised, approvals, Licences obtained from the various authorities/departments concerned for the said construction/development in the **SAID PLOT**. The finalization of the plan or the revised plan of the proposed building complex in the **SAID PLOT** shall be at the sole discretion of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and no consent/permission/accord of the **OWNERS-CUM-PROSPECTIVE VENDORS** will be required provided the area of the **OWNER'S PREMISES** is not changed. If the revised plan reduces the area of the **OWNER'S PREMISES**, then such revised plan shall be subject to the approval of both the parties to these presents.

12. The area surrounding the said proposed building complex, Parking slots, terrace areas or any other open space/structure/room in the Said Development Scheme, shall belong to and in possession and enjoyment of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** without the consent of **OWNERS-CUM-PROSPECTIVE VENDORS** can use the said areas as the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** thinks fit and proper,

the septic tank and soak pit however shall be in common possession and enjoyment of all the occupiers of the various premises in the said building complex. Except the **OWNERS'S PREMISES** agreed to be allotted to the **OWNERS-CUM-PROSPECTIVE VENDORS**, rest all parking slots, open spaces, structure/rooms, trees shall belong to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** who shall exclusively have right to appropriate the fruits or wood of the trees thereof. At the absolute discretion of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be at liberty to create third party rights, interest, title, in respect of the roof top terrace area above the flats on the last floor of the proposed building and the **OWNER-CUM-PROSPECTIVE VENDOR** hereby communicates no objection for the same.

13. Further, the **OWNERS-CUM-PROSPECTIVE VENDORS** at no point of time shall obstruct/block the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, their representatives, agents, employees, servants and their vehicles from having free access from the main road to the **SAID PLOT**.

14. The **OWNERS-CUM-PROSPECTIVE VENDORS** agree that they shall sign, execute and verify all applications, forms and documents or papers of any description including drawings, plans, letters and forms as may be necessary to be signed and filed before the proper authorities.

15. The **OWNERS-CUM-PROSPECTIVE VENDORS** do hereby declare and confirm that they are the exclusive owner in possession of the **SAID PLOT**, that they are having a valid, enforceable, clean, clear and marketable title of ownership and

possession of the **SAID PLOT**, free from all encumbrances or charges or free from any attachment of whatsoever nature, that they have not done any act of alienation of the **SAID PLOT** in favour of any persons or party whosoever nor there is any existing claim of tenancy or mundkarship or caretaker, or any sort of agreements in favour of anybody in respect of the **SAID PLOT** and that the **OWNERS-CUM-PROSPECTIVE VENDORS** hereby undertakes to indemnify and keep indemnified the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** from any claim in respect of the **SAID PLOT** by third parties and shall be liable for damages/compensation and development cost incurred, to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in this regard.

16. The **OWNERS-CUM-PROSPECTIVE VENDORS** covenant with **DEVELOPER-CUM-PROSPECTIVE PURCHASER** that no other person/party besides the **OWNERS-CUM-PROSPECTIVE VENDORS,** herein have any right or claim of whatsoever nature in the **SAID PLOT** or any part thereof and that in case any damage or loss is caused to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** due to any claim of ownership, right, title, interest, tenancy, mundkar, caretaker, agreements in any form or any other claim by any third party towards the **SAID PLOT** the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled to claim from the **OWNERS-CUM-PROSPECTIVE VENDORS** such compensation as he deems fit and proper.

17. The **OWNERS-CUM-PROSPECTIVE VENDORS** further covenant with the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** that incase the work of development/construction is stopped or hindered/obstructed by any third party due to any reason attributable to the **OWNERS-**

CUM-PROSPECTIVE VENDORS, the **OWNERS-CUM-PROSPECTIVE VENDORS** shall stand by and support the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in the matter of all such claims arising there from. In such circumstances, the **OWNERS-CUM-PROSPECTIVE VENDORS**, shall give reasonable extension of time limit to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** without any penalty from the date of such obstruction till the time such difficulties are resolved and the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** carry on his work of construction and development in the **SAID PLOT**.

18. The **OWNERS-CUM-PROSPECTIVE VENDORS**, as and when called upon by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, shall execute an irrevocable Power of Attorney duly attested before the Notary Public or registered in the office of the Sub Registrar, in favour of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** jointly and severally, conferring upon **DEVELOPER-CUM-PROSPECTIVE PURCHASER** or his nominee, the powers required for smooth execution and construction of the proposed building complex and development of the **SAID PLOT**, amongst others;

i) For all the necessary documentation from the concerned authorities in respect of the **SAID PLOT**;

ii) for obtaining permission from the Town and Country Planning Department/Mormugao Planning Authority as may be required for the development and construction of the building/s or for obtaining permission;

iii) for obtaining necessary permission from the concerned Municipality/corporation, health authorities, pollution Board/ authority and any other authority as may be

necessary for obtaining Construction lincence for the construction of building/s **SAID PLOT**, approval of plans, drawings of the building construction, building plans, including rectification/alterations/ modification in the plans of construction, form the necessary authority, obtaining Conversion Sanad/Completion Certificate/ Occupancy Certificate, water connection, electricity connection and House Tax records in respect of the premises to be constructed in the **SAID PLOTS**;

iv) for getting approval from any other authority that may be specified by the Government including RERA, if any for starting the construction work, to carry out the construction and to get the same completed in the **SAID PLOT**;

v) to change the zone of the **SAID PLOT**;

vi) to represent on behalf of the **OWNERS-CUM-PROSPECTIVE VENDORS** before any authorities in connection with the development of and/or construction of the building/s on the **SAID PLOT** and to sign and to execute and to make any applications/petitions/drawings, signing the records for submitting and obtaining various approvals as may be required in respect of and for construction of building/s in the **SAID PLOT**, including the construction license, occupancy certificate, house tax registration records or any other records/ permissions from the concerned authorities;

vii) to negotiate and finalize sale price in respect of any constructed premises in the building complex in the **SAID PLOT**(except the **OWNERS PREMISES**) and to receive the payment of consideration price in respect thereof either in part or in full,

viii) to sign and present any Agreement for Sale/Agreement for Construction and Sale/Sale Deed of such constructed

premises, for registration, in favour of prospective purchasers of the **DEVELOPER'S PREMISES** and get them registered before the Sub- Registrar of Assurances, Goa, to admit execution thereof as well as to admit the receipt of consideration and to complete the process of registration of such Agreement under the Indian Registration Act.

ix) and for such other purpose as may be reasonably and lawfully required to facilitate development, conversion, demarcation, construction on the **SAID PLOT**;

x) to file proceedings in a competent Court of Law such as Civil Suits, Criminal cases or any other proceedings against any third party causing obstruction/hindrance/delays or stoppage of work of development and construction in the **SAID PLOT**, to appoint advocate or advocates and to terminate the appointment of any advocate and to appoint a fresh advocate, to sign Vakalatnama forms, to sign and verify and execute affidavits, petitions, plaints, written statements or any other proceedings that may be filed in any Court of Law or to defend any proceedings that may be filed by any third parties, to depose on oath, give evidence, as also to compromise and settle such proceedings in respect to development construction activity in the **SAID PLOT**;

19. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** at its absolute discretion may enter into any MOU, Agreement in respect of the **DEVELOPER'S PREMSIES**, without the consent of the **OWNERS CUM PROSPECTIVE VENDORS**. In such agreements with prospective purchasers of the Developer's Premises, the **OWNERS-CUM-PROSPECTIVE VENDORS** need not be joined but if requested by the

DEVELOPER-CUM-PROSPECTIVE PURCHASER, the **OWNERS-CUM-PROSPECTIVE VENDORS** shall execute and make themselves available for registration of the agreements in respect of the constructed premises, without demand for costs and expense or any other charges. It is agreed that irrespective of whether the **OWNERS-CUM-PROSPECTIVE VENDORS** are party to such agreements with third party or not, such agreements with third party shall be binding on the **OWNERS-CUM-PROSPECTIVE VENDORS**, to the extent of transferring undivided proportionate share in the land proportionate to such premises.

20. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall under normal condition complete the construction of the **OWNER'S PREMISES** in all respects as aforesaid within 18 months from the date of receipt of construction license, and thereafter obtain the Occupancy Certificate from the authority concerned in respect thereof and hand over possession and transfer the same to the **OWNERS-CUM-PROSPECTIVE VENDORS** immediately after obtaining the occupancy certificate. The scheduled time is for completion of **OWNER'S PREMISES** only and not for **DEVELOPER'S PREMSIES** and or amenities, if any, to be provided in the **SAID BUIDLING COMPLEX**.

Provided the **OWNERS-CUM-PROSPECTIVE VENDORS** shall have no claim against the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** if the delivery of possession of the **OWNER'S PREMISES** is delayed for a period of six months beyond the above stipulated period, for any reason whatsoever. Further, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled to reasonable extension of time for handing over the delivery

of the **OWNER'S PREMISES** on the date as agreed, if the possession of the premises is delayed on account of:

i) Non-availability of steel, cement, other building material;

ii) War, armed rebellion, civil disturbance or natural calamity, agitation by locals/organizations etc. due to which construction work could not be completed;

iii) Any notice, order, rules, notification of the Government and/or any other public or competent authority and/or any judicial authority;

iv) Delay on the part of Government/Statutory Authority in approving any plans, revised plans, renewal of any plans, any licences, permissions,

v) delay on the part of Government/Statutory Authority in issuing Occupancy Certificate and or Completion Certificate and or releasing water and or electric supply in case the SAID PREMISES is completed in all respect and proper application are made to the Government/Statutory Authority;

vi) any delay due to adverse weather conditions including heavy rains, flooding, and other acts of nature, fire, explosion, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, epidemics or war;

vii) any delay due to activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the construction of the apartments or project or the progress of the building work or the free movement of man power and material and

vehicles into or out of the project site for any length of time

viii) Alteration required in the Owner's premises by the **OWNERS CUM PROSPECTIVE VENDORS**;

ix) for other reasons beyond the control of the **DEVELOPERS CUM PROSPECTIVE PURCHASER**.

21.a) The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled for reasonable extension of time for the completion of the **OWNER'S PREMSIES** in case the construction of is hampered or stopped for any reason beyond the control of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and also for delay on the part of the civic authorities in approving the revised/altered plan or for granting any permission/approval/NOC. The period during which the work could not be carried out for reasons beyond the control of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, shall be excluded for calculating the completion period of 18 months.

b) Subject to above, in case of the failure on the part of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to complete the construction of the proposed building within the said agreed period of 18 months or within the extended time, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be liable to pay simple interest @ 5% p.a. (five) on the half the value of the **OWNER'S PREMISES** as determined, from the expiry of the said period of 18 months and the extended time upto the date of handing over of the possession. For the purpose of this clause, the average of the consideration

shown in the agreements executed in respect of the Developer's Premises shall be considered as value of the Owner's Premises.

22. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, as shall be authorized by power of attorney that shall be executed, at his sole risk and responsibility, may present for registration before the concerned Sub-Registrar, Goa, as the case may be Agreement or Agreements for sale or Agreement for Construction and Sale or Sale Deed of the constructed units/units under construction in the building/s in the **SAID PLOT**(save and except the **OWNER'S PREMISES**) to any prospective purchaser/customer, to negotiate and finalize the sale price, to receive payment either in part or full in respect thereof except the **OWNER'S PREMISES** to be owned by the **OWNERS-CUM-PROSPECTIVE VENDORS**.

23. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** may also agree to give at its own risk and responsibility No Objection Certificate to such prospective purchasers/ customers for agreeing to mortgage such constructed premises by the prospective customers as security for loan/ finance pending the execution of the Deed of Sale or Deed of Exchange in respect of **SAID PLOT** or any part or parts thereof, provided that **OWNERS-CUM-PROSPECTIVE VENDORS** shall not be liable in any manner whatsoever, for repayment of such loan/finance either by way of the principal sum or interest or in any manner whatsoever in respect of all such loan or loans.

24. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** is hereby authorized to make necessary application and obtain, at its cost and expenses, electricity connection, water connections from the competent authorities in the **SAID PLOT** to facilitate

the carrying on the work of development and construction in the **SAID PLOT**.

25. In addition to Power of Attorney referred to in clause 18 hereinabove, the **OWNERS-CUM-PROSPECTIVE VENDORS** shall sign, free of any costs or charges, all such applications, papers as are reasonably and legally necessary and required for the development of the **SAID PLOT** and construction of building complex thereon. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall sign and execute, free of any costs or charges, as and when called upon by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** such instrument under whatever nomenclature it is, as may be requested for by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to be executed with the nominee of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in respect of the **DEVELOPER'S PREMISES** and shall also remain present for registration if need be. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall not have any right to claim or demand any consideration forming subject matter of such instruments.

26. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall construct the building in the **SAID PLOT**, in accordance with the approved plans and design and subject to conditions of construction license granted by the Authorities concerned. All such approvals, licenses, NOCs, etc. shall be obtained by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** from the authorities concerned at his costs and risk in the name of the **OWNERS-CUM-PROSPECTIVE VENDORS**, the same being the entire responsibility of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** alone.

27. The Parties hereto agree that during the subsistence of this Agreement, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be in occupation and possession of the **SAID PLOT** and that the **OWNERS-CUM-PROSPECTIVE VENDORS** neither shall obstruct the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** nor interfere with the proposed construction or any part of the construction to be built by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in the **SAID PLOT**. The possession of the **SAID PLOT** is delivered by the **OWNERS-CUM-PROSPECTIVE VENDORS** to the **DEVELOPER-CUM-PROSPECTIVE VENDORS** today.

28. The parties hereto also agree that in event of any breach of the terms and conditions contained herein and on the part of the **OWNERS-CUM-PROSPECTIVE VENDORS** to be observed and performed, then the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled to the specific performance of this Agreement by the **OWNERS-CUM-PROSPECTIVE VENDORS** and **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled to claim reasonable compensation for damage caused due to non-performance of any of the terms and conditions of this Agreement and on part of the **OWNERS-CUM-PROSPECTIVE VENDORS** to be observed and performed, and similarly, in the event of breach of terms and condition herein contained and on the part of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to be observed and performed, the **OWNERS-CUM-PROSPECTIVE VENDORS** shall be entitled to claim from the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** reasonable compensation for the damage caused due to the breach of any

of the terms and conditions on its part to be observed and performed.

29. The Parties covenant that the name of the said proposed residential building to be constructed in the **SAID PLOT** shall be decided mutually by **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and **OWNERS-CUM-PROSPECTIVE VENDORS**.

30. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** at its sole discretion shall be entitled to change, amend, alter and vary the plans and drawings of construction in the **SAID PLOT**, with the previous approval from the Municipality or any other authority, as the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** may find it necessary and convenient for the purpose of construction in the **SAID PLOT**. The previous approval of the **OWNERS-CUM-PROSPECTIVE VENDORS** to such revised or altered plan shall be required if and only if such altered or revised plan diminishes the area of **OWNER'S PREMISES** and such altered/revised/approved plan shall supersede all earlier plans.

31. It is mutually agreed by and between the **OWNERS-CUM-PROSPECTIVE VENDORS** and the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** that subsequent upon the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** delivering the possession of the **OWNER'S PREMISES** in favour of the **OWNERS-CUM-PROSPECTIVE VENDORS** in terms of this Agreement, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall have the right as constituted Attorney of the **OWNERS-CUM-PROSPECTIVE VENDORS**, to sign and execute and present for registration and admit execution of Deed or Deeds of Sale

in respect of the sale and transfer of the constructed premises (**DEVELOPER PREMISES**) in the Said building complex in the **SAID PLOT** along with the undivided proportionate share in the **SAID PLOT** pertaining to the said constructed premises in the buildings erected in the **SAID PLOT**, in the names of the prospective purchasers or in the name of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall be responsible only to extent of transferring the proportionate undivided share of land pertaining to such constructed premises to such prospective customers and that the **OWNERS-CUM-PROSPECTIVE VENDORS** shall not be entitled to receive any sum of monies as share or otherwise from the consideration agreed/paid by the prospective Purchasers to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** under any circumstances whatsoever.

32. This Agreement, subject to stipulations contained herein, shall be governed by the provisions of the Specific Relief Act, 1963.

33. It is specifically agreed that subject to the specific clauses herein touching the title of ownership and exclusive possession of the **OWNERS-CUM-PROSPECTIVE VENDORS** to the **SAID PLOT**, as from the date hereof, the **SAID PLOT** shall be at entire risk of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and that the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled to take recourse to all legal means of safeguarding the possession of the **SAID PLOT** of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** against third party and or even against the **OWNERS-CUM-PROSPECTIVE VENDORS**.

34. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall have no claim over **DEVELOPER PREMISES** belonging to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in the building complex that will be constructed in the **SAID PLOT** and the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall have no claim over the **OWNERS PREMISES** belonging to the **OWNERS-CUM-PROSPECTIVE VENDORS** that will be constructed in the **SAID PLOT**, provided the reciprocal obligations casted on each other in this agreement are discharged. Further the **OWNERS CUM PROSPETIVE VENDORS** shall also have no claim over the unused FAR/FSI of the **SAID PLOT**.

35. If the existing Zone of the **SAID PLOT** gets converted and thereby it results in enhancement in the present FSI/FAR in area available for further construction/sale, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be exclusively entitled to consume more FAR/FSI of such additional/extra built up area available and which can be utilized by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** for construction either in the **SAID PLOT** itself or can have the said development rights transferred to any other project/property of the **DEVELOPER-CUM PROSPECTIVE PURCHASER**; and the **OWNERS CUM PROSPECTIVE VENDORS** undertake to issue necessary NOC as the may be required. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall have no right or claim over such FAR/FSI and or additional construction done or any compensation or consideration for such benefit received by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, as the offer in kind has been given considering the change in zone from current S2 to S1, C1 or C2.

36. However, if the existing FAR/FSI of the **SAID PLOT** (S-2) diminishes due to change in zone of the **SAID PLOT** or due to any policy/decision/Notification/ordinance etc. of the government the existing FAR/FSI with current zone is reduced, then the area of the **OWNER'S PREMISES** shall be correspondingly reduced or the **DEVELOPER-Cum-PROSPECTIVE PURCHASER** shall be compensated by the **OWNERS CUM PROSPETIVE VENDORS** in terms of monies (equivalent to cost of construction) for the corresponding area of **OWNER'S PREMISES** that would have reduced.

37. It is mutually agreed that the respective addresses for communications/correspondence of all the parties shall be as mentioned below and that communications/correspondence addressed to the said addressee by Registered Post shall be deemed to be sufficient communications to the respective parties.

OF THE OWNERS-CUM-PROSPECTIVE VENDORS:

BF-02, 4th Floor, Casa Martinho Luisa, Ratwaddo, Navelim Salcete Goa 403707.

DEVELOPER-CUM-PROSPECTIVE PURCHASER:

H. No. 142, Near Railway Bridge, Alto, Dabolim, Goa 403801

38. From the date of occupancy certificate, the **OWNERS-CUM-PROSPECTIVE VENDORS** shall contribute and pay the common maintenance charges, electricity, water charges etc. proportionate to the **OWNER'S PREMISES**. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall also become

member of the Co-operative Housing Society or the maintenance society or association of persons as may be formed amongst the various owners of the premises in the proposed building complex and contribute monies for its formation and registration proportionate to the **OWNER'S PREMISES**.

39. The **OWNERS-CUM-PROSPECTIVE VENDORS** with intention to bind themselves as also to bring all persons into whosoever's hands the **OWNER'S PREMISES** may come, hereby covenants with the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** as follows:

i. To maintain the **OWNER'S PREMISES** at the **OWNERS-CUM-PROSPECTIVE VENDORS** own cost in good and tenantable repair and condition from the date of its delivery and shall not do or suffer to be done anything in or to the Said Building Complex which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the OWNERS PREMISES and or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the **OWNER'S PREMISES** any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage any other structure / landscape elements of the said building complex, including entrances of the complex and in case any damage is caused to the complex on account of negligence or otherwise or for default of the **OWNERS CUM PROSPECTIVE VENDORS** or their nominee in this behalf, the **OWNERS CUM PROSPECTIVE VENDORS** or their nominee shall be liable for the consequences of the breach.

iii. To carry out at **OWNERS CUM PROSPECTIVE VENDORS** or their nominee's own cost all internal maintenance repairs to the **SAID PREMISES** and maintain the Said Premises in the same condition, state and order in which it will be delivered by the **DEVELOPER CUM PROSPECTIVE PURCHASER** to the **OWNERS CUM PROSPECTIVE VENDORS** or their nominee.

iv. Not to demolish or cause to be demolished the **OWNERS PREMISES** or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the **OWNERS PREMISES** or any part thereof, nor any alteration in the elevation and outside color scheme of the **OWNERS PREMISES** and shall keep the portion, sewers, drains and pipes in the **OWNERS PREMISES** and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said complex in which the **OWNERS PREMISES** is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the **OWNERS PREMISES** without the prior written permission of the **DEVELOPER** and/or the Society and/or local authority.

v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the **OWNERS PREMISES** in the compound or any portion of the Said Complex.

vi. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority,

vii. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee, shall observe and perform all the rules and regulations which the Society or any other Entity or association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said complex and the **OWNERS PREMISES** and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Entity/association regarding the occupation and use of the **SAID PREMISES** in the Said Complex and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

viii. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s, shall permit, at all time, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and or Society/Limited Company/Entity/association and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the **OWNERS PREMISES** or any part thereof to view and examine the state and condition thereof and may recommend necessary repairs / maintenance to be carried out to the **OWNERS PREMISES** to protect the interest of the neighboring premises and such recommendations shall be carried out by the **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s forthwith at their own cost and expense.

x. That **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree with the owners of the remaining premises in the said complex to co-operate in matters of common interest of the owners of the premises such as landscaping, common lighting, sewage, drainage, external painting of the complex and/or any other structural maintenance required to be done and to contribute proportionately towards such maintenance expenses incurred, as per the area allotted to the **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s.

xi. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s agree and shall join the Society/Limited Company/Entity/association by paying necessary transfer fees and shall contribute and pay every month/yearly as decided by the said Society/Limited Company/Entity/association proportionate expenses, towards the security, sweeper, gardener, common electricity charges, including the replacement of the common fused bulbs and other fixtures, water charges and common expenses towards the maintenance of the said complex and such contributions shall be proportionate to the area sold to the **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s.

ix. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to abide by the rules specified by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to not install or erect any Box-type Grills or any other design other then as specified by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** during possession and maintain the uniformity of the elevation.

x. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to install the external units of the Air Conditioners only in the place as specified by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER.**

xi. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to adhere to The Goa Land Development and Building Construction Regulations and abstain from erecting or installing any temporary or permanent structure made up of M.S. structure with G.I. sheets/any other roofing material in the setback or the terrace roof.

xii. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to not make any changes to the electrical lighting of the external façade. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the **DEVELOPER-CUM-PROSPECTIVE PURCHASER.**

xiii. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to not make any changes to the landscaping work for any purposes. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the **DEVELOPER-CUM-PROSPECTIVE PURCHASER.**

xiv. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to leave the backyard space/setback area open to sky at all times without erecting any temporary/permanent shade or structure of any kind.

xv. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to leave the front entrance

Balcony/entrance porch unaltered as designed and executed by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER.**

xii. In case any GST, VAT, service tax, infrastructure tax or any other tax, line minimum charges, transformer charges, its installation cost is paid or payable in respect of the **OWNERS PREMISES**, the **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s undertake to pay unto the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** immediately upon demand.

40. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the **OWNERS PREMISES** and Said Complex shall equally be applicable to and enforceable against any subsequent allottees/**PURCHASER** of the **OWNERS PREMISES**, in case of a transfer, as the said obligations go along with the **OWNERS PREMISES** for all intents and purposes.

41. If due to any reason whatsoever the plans and drawings showing the **OWNER'S PREMISES** are altered or their alignments are changed, the **DEVELOPER** as well as the **OWNERS-CUM-PROSPECTIVE VENDORS** shall sort out this matter of alignments of the **OWNER'S PREMISES** and the drawings in respect thereof by mutual consultations, so that the area of construction and location of the **OWNER'S PREMISES** shall remain the same as agreed.

It is agreed between the parties that as the area of the **OWNER'S PREMSIES** exceeds the area agreed to be allotted (200.00 Sq. meters of super built up area), the **OWNERSCUM-PROSPECTIVE VENDORS**, shall pay a sum of Rs. 40,000/- per Sq. meters of super

built up area in excess of 200.00 Sq. meters. Such amount shall be paid on the date of handing over of the possession of the **OWNER'S PREMISES**. Notwithstanding what has been agree in this agreement, payment of the said consideration towards the excess area shall be condition precedent for delivery of the possession. Where the **DEVELOPER-CUM-PROSPECTIVE VENDORS** is ready to deliver the possession but the **OWNERS-CUM-PROSPECTIVE VENDORS** delay in paying the consideration for access area, the **OWNERS-CUM-PROSPECTIVE VENDORS** shall be liable to pay unto the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** interest at the rate of twelve percent per annum to be compounded quarterly.

42. The value of this Development Agreement for the purpose of stamp duty and valuation is valued at Rs. 41,37,280/- and accordingly the stamp duty of 3% including the Stamp Duty for the Power of Attorney equivalent and rounded to Rs.1,24,500/- is paid herewith as also the registration fees of 2% is paid as possession is delivered.

SCHEDULE A
(Description of the Said Property)

ALL THAT exist a property known as "**ZAMIPEDAR**" of cultivation of coconut trees and other trees, admeasuring an area of 68,600.00 sq. metres, situated at Quelossim village and Panchayat of Cortalim, Taluka of Mormugao, District of South Goa, state of Goa, described in the Land Registration Office of Salcete, Margao under No. 23,123 not enrolled in the Taluka Revenue Records (Matriz) and which property is recorded in the recent survey records of Quelossim under the name of **BHAKOTEM** bearing Survey Nos. 131 sub-division Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and Survey No. 132/1 of Quelossim Village and bounded as follows:

East : by the property of "Maina" and "Dando" described under no. 1408 and 1409 of old series;

West : by top of hill;

North : by rivulet of Communidade and property "Mugrubhata" of Cypriano Torrado and;

South : by the property "Colder" of heirs of Roque Vincente Sebastiao de Filipe Lucas.

SCHEDULE B
(Description of the SAID PLOT to be developed)

ALL THAT Plot No. 89, admeasuring an area of 568.00 sq. metres, at development scheme known as Kesarval Spring Valley, forming part of the Survey No. 131/13, 14 and 15 of Quelossim village which forms part of the property described in the **SCHEDULE A** hereinabove written and is bounded as under:

East : by 10 metres wide road;
West : by Plot No. 88
North : by Plot No. 82
South : by 8 metres wide road

SCHEDULE C
(OF THE OWNER'S PREMISES)

TO THE MEMEBERS OF THE PROSPECTIVE VENDORS

(i) Single Bedroom Flat identified F-1 in the plan annexed at **Annexure A**, admeasuring 55.77 Sq. meters of super built up area, located on the First floor of the Said Building proposed to be constructed in the **SAID PLOT** and the said flat bounded as under:

East : by front Set-back;

West : by Flat No. F-2;

North : by staircase and open area;

South : by set-back;

(ii) Single Bedroom Flat identified with alphabet F-2 in the plan annexed at **Annexure A**, admeasuring 55.77 Sq. meters of super built up area, located on the first floor of the Said Building proposed to be constructed in the **SAID PLOT** and the said flat bounded as under:

East : by Flat No. F-1;

West : by set-back;

North : by staircase and open area;

South : by Set-Back

(iii) Single Bedroom Flat identified with alphabet F-3 in the plan annexed at **Annexure A**, admeasuring 55.77 Sq. meters of super built up area, located on the First floor of the Said Building proposed to be constructed in the **SAID PLOT** and the said flat bounded as under:

East : by Flat No. F-4;

West : by Set-back;

North : by set-back;

South : by staircase and open space.

(iv) Single Bedroom Flat identified with alphabet F-4 in the plan annexed at **Annexure A**, admeasuring 55.77 Sq. meters of super built up area, located on the First floor of the Said Building proposed to be constructed in the **SAID PLOT** and the said flat bounded as under:

East : by front set-back;

West : by Flat No. F-3;

North : by Set-Back;

South : by staircase and open space.

SCHEDULE D

(Specification for Owner's Premises)

(FIXTURES, FITTINGS AND AMENITIES)

1. STRUCTURE:

R.C.C. framed structure as per Engineer's drawing, design and instructions.

2. WALLS:

External walls shall be of 20 cm thick block/laterite/brick masonry. Internal walls shall be of 10 cm thick brick/block masonry with 1:2:4 R.C.C. patlis at every metre height.

3. PLASTER:

Plaster for the exterior shall be of 2 coats sandfaced cement plaster 18mm thick with "IMPERMO" or equivalent waterproofer added to cement. Plaster for the interior walls shall be 12 mm finished with neeru or alternatively the walls shall be finished with readymade putty.

4. FLOORING & SKIRTING:

Vitrified flooring and skirting shall be provided in all rooms laid on c.m. bedding with proper jointing . 4" skirting of the respective quality tile shall be provided.

5. PAINT:

The interior of the building shall be painted with Emulsion paint . The ceiling shall be white oil bound distemper and all the doors with good quality oil paint wherever necessary. The building shall be painted externally with two coats of good quality cement paint such as apex or equivalent

6. DOORS & WINDOWS

The main door frame shall be of Salwood 5" x 3" size. The frames of all other doors shall be of good quality sal/seasoned wood 4" x 2½"in

size. The main door shutter shall be 30 mm flush door with both side teak finish with good quality brass S.S finish. All other doors shutters shall be of 30 mm commercial flush type with wooden membrane finish on both sides, with good quality brass S.S. fittings in matt finish,fitted with Godrej Mortise locks or Equivqlent. All the windows are provided with 3/4 " series powder coated aluminum sliding windows.

7. KITCHEN :

The kitchen shall be provided with granite counter of 60 cm width, with a stainless steel sink and with dado of 60 cm coloured ceramic tiles. The sink shall be provided with two water taps, inclusive of one direct.

8. Toilet :

The Toilet shall be provided with dado of coloured ceramic tile of ht. 2.1m, the flooring shall also be of ceramic tiles. E.W.C. white colour (coloured optional and charged extra) with flushing cistern and a wash basin (white) shall be provided with necessary taps and shower system etc complete.

9. PLUMBING AND DRAINAGE :

Internal plumbing is concealed with good quality U.P.V.C. pipes and all necessary fittings of C.P. brass . Hot and cold water line arrangement with provisions for geyser shall be provided. The external waterline shall be of good quality, P.V.C/U.P.V.C pipes. The drainage pipes are of good quality S.W.R pipes. The rain water pipes are of 4" P.V.C. A septic tank and Soak pit as per requirement and as per design shall be constructed with required inspection chambers, vent pipes, T-connections, etc., complete. The provision to connect to the drainage system shall be made.

10 . ROOFING :

The roof slab shall be partly inclined and/or and partly horizontal and shall be waterproofed. The inclined roof slab will be provided with either good quality Mangalore tiles/ PVC sheets or finished neat with red oxide.

11. WATER TANK/G.L.R :

A R.C.C. water tank/ Sintex or Equivqlent of adequate capacity shall be provided at the top staircase room with manhole/inspection hole. The water tank shall be water proofed. A ground level tank with pump shall also be provided.

12. ELECTRICAL INSTALLATIONS :

Adequate electric points in rooms , toilets, passages , staircase area and other common area in concealed type with good quality copper wiring (Finolex Make /Polycab/ KEI/ anchor) shall be provided for the building . A typical room will be provided with 2 Light points , 1 Fan point, 1 A/c point, 2 nos 5 amp, TV and Tel points, including cabling for Bell, with 1 Light points in the toilet, 15Amp and 5 amp for exhaust fan. All switches shall be of Anchor or Legrand make.

13. ELEVATOR : One Lift of 5 Pax shall be provided for the building.

14. EXTRA WORK

Extra works shall be executed on request of flat owners at proper construction stages and charged extra as per prevailing market rates. An estimate will be given by the builder as per the requirement of the client and 70% of the estimate amount will be paid in advance by the buyer. The detailed bill will be submitted on completion of any such works.

IN WITNESS WHEREOF the parties to these presents have signed and subscribed their respective hands on the day, month and the year first herein above mentioned

SIGNED, SEALED AND DELIVERED BY THE WITHINAMED OWNERS-CUM-PROSPECTIVE VENDORS:

Mrs. JANET VIEGAS

Member No. 1 of the OWNERS-CUM-PROSPECTIVE VENDORS

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Mrs. JANET VIEGAS**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **Mrs. JANET VIEGAS**

Mr. FLETCHER VIEGAS

Member No. 2 of the OWNERS-CUM-PROSPECTIVE VENDORS

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Mr. FLETCHER VIEGAS**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **Mr. FLETCHER VIEGAS**

SIGNED, SEALED AND DELIVERED
BY THE WITHINAMED DEVELOPER-CUM-PROSPECTIVE PURCHASER:
Mr. ALIVIO FARIA

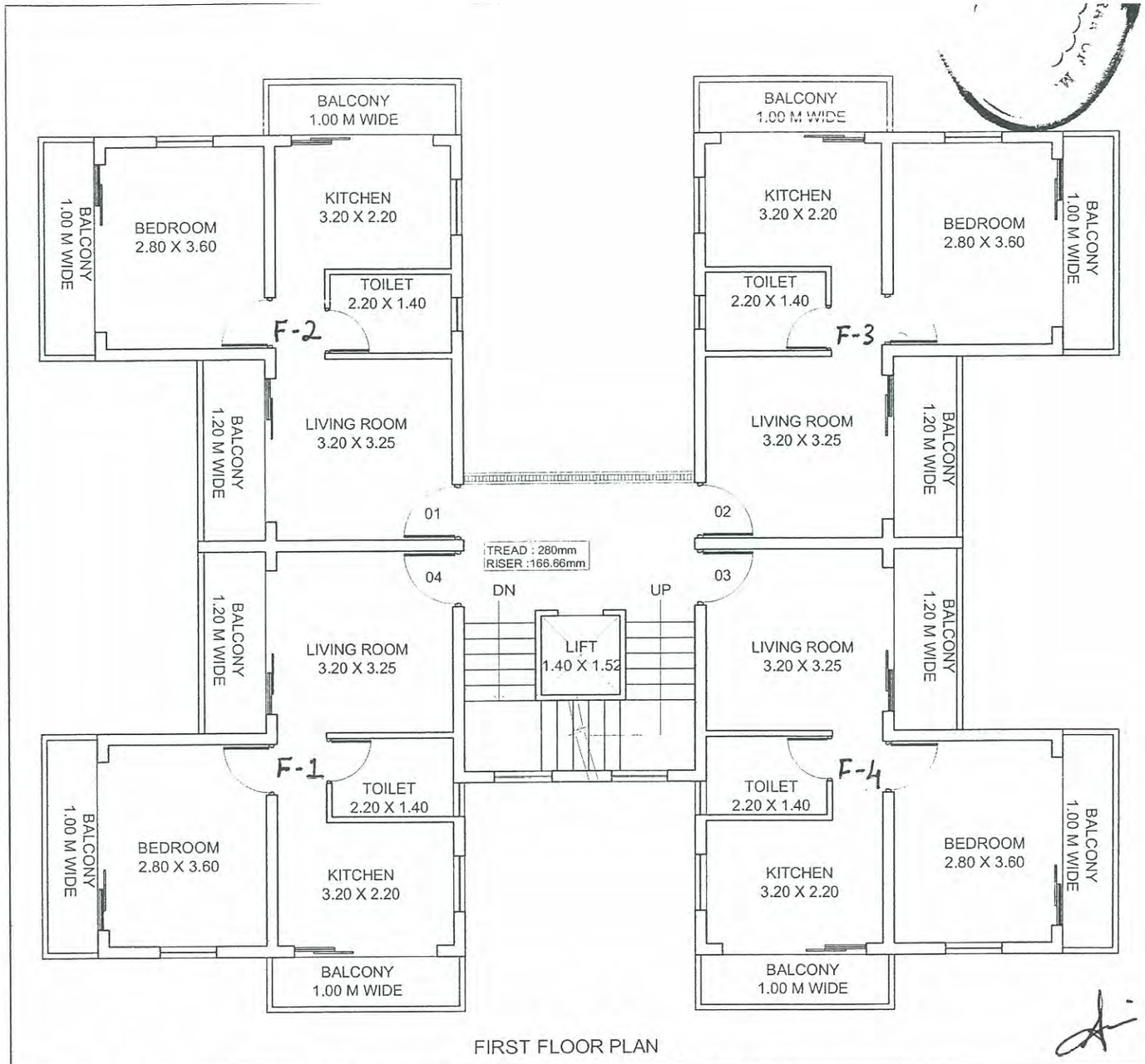
Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Mr. ALIVIO FARIA**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **Mr. ALIVIO FARIA**

Witnesses:
1. Adv. Harjit Kaur
2. Shubham Tulj.



FIRST FLOOR PLAN

SELLABLE AREAS PER APARTMENT (01, 02, 03, 04)	
CARPET AREA	34.13
BUILT- UP AREA	50.08
SUPER BUILT- UP AREA	55.77

RESIDENTIAL APARTMENT BUILDING FOR MRS. JANET VIEGAS AT FINOLEX COLONY, GOA

SELLABLE AREAS

THE ATELIER GOA

Office of Sub-Registrar Mormugao

Government of Goa

Print Date & Time : 30-01-2018 03:16:44 PM

Document Serial Number : 189

Presented at 12:17:00 PM on 30-01-2018 in the office of the Sub-Registrar(Mormugao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	82750.00
2	Processing Fees	500.00
	Total :	83250.00

Stamp Duty Required: 119982.00 Stamp Duty Paid: 124500.00

Mr. Alivio Faria presenter

Name	Photo	Thumb Impression	Signature
Mr. Alivio Faria,S/o Mr. Ivo Faria , Married,Indian,age 35 Years,Business,r/oH.No.142, Near Railway Bridge, Alto Dabolim, Goa 403801			

Endorsements

Executant

1 . Mrs. Janet Viegas, W/o Mr. Fletcher Viegas, Married,Indian,age 54 Years,Teacher,r/oH.No.BF-02, 4th Floor, Casa Martinho Luisa, Ratwaddo, Navelim, Salcete Goa. 403707

Photo	Thumb Impression	Signature

2 . Mr. Fletcher Viegas, S/o Saude Viegas, Married,Indian,age 65 Years,retired seaman,r/oH.No.BF-02, 4th Floor, Casa Martinho Luisa, Ratwaddo, Navelim, Salcete Goa. 403707

Photo	Thumb Impression	Signature

3 . Mr. Alivio Faria, S/o Mr. Ivo Faria, Married,Indian,age 35 Years,Business,r/oH.No.142, Near Railway Bridge, Alto Dabolim, Goa 403801

Photo	Thumb Impression	Signature

Identification

Sr No.	Witness Details	Signature
1	Adv. Harjit Kaur , W/o Prasad Dessai,Married,Indian,age 39 Years,Advocate,r/o Vasco Goa.	

Sub-Registrar

SUB - REGISTRAR
MORMUGAO

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Book-1 Document
Registration Number MOR-BK1-00206-2018
CD Number MORD29 on
Date 01-02-2018

Sub-Registrar (Mormugao)

SUB - REGISTRAR
MORMUGAO

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Original Copy

FORM-T- RECEIPT FOR FEE RECEIVED

OFFICE OF THE CIVIL REGISTRAR CUM SUB-REGISTRAR,TALÚKA MORMUGAO

REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time: 30/Jan/2018 03:16 PM

Receipt No: 1944 Date of Receipt: 30/Jan/2018

Serial No. of the Document: 189

Nature of Document: Agreement to sale with possesion

Received the following amounts from Sri Mr. Alivio Faria for Registration of above Document in Book-1 for the year 2018

	Rs.Ps
Registration Fee	82750.00
Processing Fees	500.00
Total :	83250.00

Amount in words: Rupees Eighty Three Thousand Two Hundred Fifty Only.

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION-OPTIONAL

Please handover the Registered Document to the person named below:

Name of the Person Authorized:

Specimen Signature of the Person Authorized

Signature of the Presenter

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to ----------

---------- on 02/02/18

Signature of the person receiving the Document

Signature of the Sub-Registrar

Designed and Developed by C- DAC ,ACTS Pune.