

Rupees Ten Lakhs Twenty two thousand five Hundred

Phone No  
Sold To/Issued To  
IGNATIUS A J B PE-  
For whom/ID Proof  
ADHPP6711B



MAR-24-2022 12:06:  
₹ 1032500/-  
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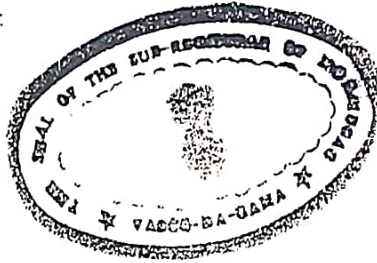
Name of Purchaser Ignatius A.J.B Pereira

525/22

For CITIZEN CREDIT CO-OP. BANK LTD.



*Ignatius*  
Authorised Signatory



**AGREEMENT FOR DEVELOPMENT & SALE**

*[Handwritten signatures]*

This AGREEMENT FOR DEVELOPMENT & SALE is made at VASCO DA GAMA, MORMUGAO, GOA, on this day the 24th of March month of the Year Two Thousand and Twenty Two ( 24 /03/2022).


B E T W E E N

1. Mrs. Marlene Costa Martins, having PAN Card No. \_\_\_\_\_, aged about 75 years, wife of late Antonio Costa Martins, housewife, Indian National, resident of H.No.844, Punzal, Assolna, Salcete hereafter called the "FIRST PARTY" (which expression shall unless repugnant to the context include her heirs, assigns and legal representatives) OF THE ONE PART,

A N D

2. Mr. Ignatius Anthony Joseph Barreto Pereira alias Ignatius Tony Pereira, son of late Ciriaco Pereira, civil engineer and proprietor of Cirma Construct Co., aged 57 years, businessman, married, Indian National, Holding PAN No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_, having office at 221/E, Casa Del Sol, Beach Street, Pacheco waddo, Majorda Goa 403713, hereafter called the "SECOND PARTY" (which expression shall unless repugnant to the context include his heirs, assigns and legal representatives) OF THE OTHER PART and WITNESSES:-

WHEREAS there exists a property which is known in the Survey as "Dakle Coddem" or "Daclem Condessa", surveyed under Survey No.125/6 of Arrosim Village, Mormugao Taluka situated in the Village Panchayat jurisdiction of Cansaulim- Arossim-Cuelim admeasuring 9350 sq.mts., and which is enrolled in the Land





Revenue Office under No. 45501 & 45504 new , enrolled in Matriz No.447 & 455.

AND WHEREAS the above property was owned by Antonio Jose Emilio Tiburcio Estanislau da Costa Martins alias Antonio Costa Martins. Upon his death Inventory Proceedings were initiated by his wife Marlene Costa Martins in the Court of the Civil Judge Senior Division at Margao registered under I.P No. 3/97/A.

AND WHEREAS in the Partition of the estate through the said Inventory Proceedings the above referred properties were allotted to Marlene Costa Martins and her two children by Judgment dated 26/3/1997.

AND WHEREAS by a Deed of Succession dated 29/3/2003 drawn by Notary Ex-Officio and Sub-Registrar of Margao, at pages 80V, of Book No. 1447 of deeds dated 08.05.2003, the said Mrs. Marlene Costa Martins and her two children namely (a) Mr. Viren Antonio Ascanio Costa Martins (b) Mrs. Vidette Maria Amelia Costa Martins have been declared as the moiety holder and sole and Universal Heirs respectively.

AND WHEREAS the above property is surveyed under Sr. No. 125/6 of Arossim village, Mormugao taluka, and is currently bounded on the North partly by the properties of Ferwin Saldanha, Vicent Saldanha and Paulo Costa, on the South by the properties of Rosario Silva , Stuart Gonsalves Dias and others; on the East by the Public road and partly by the property Antonio F. A. Stuart Gonsalves Dias & others and on the West by the properties of Fabrica Da Igreja de S Tome, Ferwin J Saldanha, Vincenta Saldanha and Alois Faria Saldanha.







AND WHEREAS, on 02<sup>nd</sup> June 2021 a deed of Family Partition was executed between Mrs. Marlene Costa Martins and her two children namely (a) Mr. Viren. A.A. Costa Martins (b) Mrs. Vidette M. A. Costa Martins, wherein Sr. No.125/6, was divided in three parts i.e. Plot A, Plot B & Plot C.

WHEREAS by the above Deed of Partition, Mrs. Marlene Costa Martins was allotted Sr. No. 125/6- Plot A admeasuring 3200.65 Sq. Mts.

AND WHEREAS THE FIRST PARTY is therefore the exclusive owner in possession of the property denominated as plot No. A in Survey No.125/6 of Arossim Village, Mormugao, Vasco, Goa, hereinafter known as "THE SAID PROPERTY" and is more particularly described in 'SCHEDULE I';

AND WHEREAS the SECOND PARTY as a Developer has approached the FIRST PARTY expressing his intention of developing the SAID PROPERTY. The FIRST PARTY upon viewing the work of the SECOND PARTY at various locations has agreed to the proposal of the SECOND PARTY to develop the property.

AND WHEREAS the SECOND PARTY has scrutinized the documents of ownership of the FIRST PARTY and finding them in order and being satisfied with the title of the FIRST PARTY, intends to move forward with the proposal for development to develop the said property by building flats and shops therein on upon terms and conditions as have been mutually decided by and between the parties which are recorded herein;

AND WHEREAS of the total permissible built up area (sellable area) approved by the competent authorities and constructed thereof, the allocation of both parties along with the share of the




undivided right, title and interest in the land proportionate to the built up area and parking spaces complete in all respects shall be as per the table below:

Aggregate premises	Share of sellable built up area in %	
	Shops	Flats
FIRST PARTY	40%	40%
SECOND PARTY	60%	60%

AND WHEREAS the SECOND PARTY shall bear all the expenses towards construction costs, infrastructure development, payments towards applicable Government & local body fees, infrastructure tax and other such outgoings related to the Project. The proposed mode of sharing the built up area is shown in the attached plan and mutually agreed allocation chart more particularly described in SCHEDULE II.

NOW THIS AGREEMENT OF DEVELOPMENT AND FOR SALE WITNESSETH AS FOLLOWS:-

1. The SECOND PARTY intends to develop the property belonging to the FIRST PARTY and the FIRST PARTY hereby agrees to the proposal of the SECOND PARTY to do development of the SAID PROPERTY by building flats and shops therein more particularly described in the SCHEDULE II below mentioned and herein under written under the following terms and conditions;
2. The SECOND PARTY has paid a refundable security deposit of Rs. 20,00,000/- (Rupees Twenty Lakhs only) VIDE CHEQUE NO. 001328 dated 24.03.2022 drawn on HDFC BANK, Cansaulim branch to the FIRST PARTY. The FIRST PARTY shall deposit the amount in a fixed deposit in her account bearing No. 10136177298 State bank




of India, Assolna branch of the FIRST PARTY. All such amounts along with the accrued interest shall be refunded/ returned to the SECOND PARTY within a period of 30 days on the SECOND PARTY producing the final Occupancy Certificate of the completed project and delivering to the First party the premises for the FIRST PARTY as mentioned below.

3. The FIRST PARTY has furnished to the SECOND PARTY all the title documents and other necessary documents in support of her claim to the clear and marketable title to the said property;

The FIRST PARTY covenants with the SECOND PARTY as follows:-

- a) That the FIRST PARTY has not entered into any agreement for sale or development and exchange of the said property either orally or in writing to any other person/persons, firm or company or whomsoever;
- b) That there is no litigation or legal proceedings pending in any Court of law or any other authority in respect of the said property;
- c) That the said property is not subject to any Notice or Notification or proceedings under the Land Acquisition Act or any other act.
- d) That there are no mundkars, tenants nor any other person or persons claiming any tenancy right or any other right of whatsoever nature over the said property;
- e) That there are no outstanding dues, levies, outgoings or charges of any nature payable by THE FIRST PARTY directly over the said property or any part thereof or otherwise to any authorities or local bodies;




f) That there is no legal impediment or bar for the sale or development of the said property which is free from all encumbrances, charges, liens whatsoever;

g) That there is no attachment or notice from any Central or State Government or any other Local Body or Authorities under any Act or Scheme or Legislative enactment, Government Ordinance, Order or Notification including notice/proceedings for acquisition/requisition has/had been received by or served upon the FIRST PARTY and the said property is not subject to any attachment certificate or other recovery proceedings under the Income Tax Act, Public Demand Recovery Act or any other Act or Statute, Law or Regulation;

The SECOND PARTY covenants with the FIRST PARTY as follows:

a) It has the necessary resources and the required expertise to carry out the development/construction in the said Land Property and in particular to complete the Scheme of Development including construction of the said FIRST PARTY's premises.

b) It shall carry out, as part of his own business activity, the Construction/Development Work, entirely at his own cost, by arranging own finance, personnel, etc in accordance with the sanctioned plans as approved by the concerned Authorities as stated herein.

c) The Construction/Development Work shall be carried out in accordance with the terms, conditions and provisions of this Agreement, sanctioned plans with such modifications thereto that be made by the Parties mutually in writing and which would be subject to the approval of the concerned Authorities and be solely responsible and liable, in all respects, in respect thereof.

d) On completion of the Building Scheme, it shall hand over to

the FIRST PARTY the said FIRST PARTY's premises.

e) The SECOND PARTY has, prior to the date hereof, investigated, and fully accepted, the FIRST PARTY's title, right and interest in and to the Land and the development potential thereof and shall not be entitled to make or raise any requisitions for objections in respect thereof.

6. The SECOND PARTY does hereby agree to develop the said property to the maximum permissible area as per the provisions of the existing TC&P rules & regulations in force by constructing flats and shops therein but always as per the approved plan for the maximum permissible area.

7. The SECOND PARTY shall bear and pay the entire Project cost defined herein.

8. This agreement is executed for the specific purpose of developing the property by constructing flats and shops on the said property on terms stated herein. The proportionate share of land and title is not transferred to the SECOND PARTY or its nominee and the same shall be transferred as per the terms set at clause 42.

9. From the total built up Area which consists of flats and shops to be built on the said property by the SECOND PARTY, 40% of the built up area shall be the consideration of the FIRST PARTY which shall be adjusted towards the total cost and 60% of the built up shall be the share of the SECOND PARTY. The shares shall be inclusive of the proportionate undivided share in the property. The mode of sharing the built up area is shown in the attached plans and in the mutually agreed allocation chart more particularly described in SCHEDULE II.)




10. The following obligations of the Second Party shall bind the Second Party and the Second Party shall comply with, at his entire costs, risk and liability, namely;

i) To apply for, obtain and comply with all applicable laws, rules, regulations, notifications, permissions / approvals /sanctions licenses, NOCs, etc., as may be required from all the concerned Authorities to carry out the construction/development works and the Building Scheme including TCP Approval, the Construction License from the Village Panchayat or the competent authority , commencement, occupation and completion certificate/s, and all renewals, revalidations extensions and/or endorsements thereof / thereon and to be solely liable for non-performance or non-compliance thereof and the approved and sanctioned plans as referred to herein.

ii) With respect to the entitlement of the FIRST PARTY to bear, pay and discharge all, the costs, charges, expenses in respect of and related to the Building Scheme, i.e. the construction of the New Building and the entire Project, and the FIRST PARTY shall have no liability or obligation whatsoever in respect thereof including all developments charges, fees, premiums, taxes, development and construction costs, charges, expenses, one-time charges, recurring charges, utilities, consultant fees, workmen wages, salaries, labour, cess, hardships, levies, assessment charges, fines, penalties, damages, compensation etc. for obtaining the aforesaid permissions / approvals / sanctions and payable in accordance with, and on account of, the Scheme of Development up to the grant of occupancy certificate and handing over the allocation of the FIRST PARTY

iii) To arrange and bring, at its sole cost and liability, the funds required for the purpose of carrying out all the Building Scheme, Construction / development Works as per the Plans approved by both the Parties and as per this Agreement.





supervisory staff, technical staff, including statutory claims of ESI, PF, claims under the Workmen Compensation Act and the like.

- x) To be responsible and liable and pay the contractors, sub-contractors and other agencies, engaged by the SECOND PARTY.
- xi) To pay the hire charges for the equipment's, centring materials, etc.
- xii) Other than Goods and Services Tax (GST), generally to pay all further, other and incidental taxes, liabilities, dues, duties, costs, charges and expenses in connection with the Scheme of Development, the Project and the construction of the New Buildings and the infrastructure referred hereinabove. The payment of goods and Services Tax is dealt with at para 48 below.
- xiii) To prepare website, brochures, Walk through for the purpose of advertisement of the said project within ninety (90) days from commencement of work, with sufficient copies supplied to the FIRST PARTY.
- xiv) To pay for the administration and office expenses.
- xv) To pay for the losses or claims, if any, raised by any Government Authorities for infringement of any law or not abiding/complying with the rules and regulations.
- xvi) To pay and settle any claim of any labour or other related agencies for injury/damage caused during the course of carrying out the construction/development works.
- xvii) To obtain at his own cost the electric and water connections from the respective departments including payment of the requisite meter deposit/service charges and such other expenses.
- xviii) To obtain the Completion Certificate/Occupation




Certificates in respect of apartments/shops on completion of the development and construction on the said Land Property.

xix) Not to commit a breach or contravene any undertakings, indemnities, affidavits, writings, etc., signed, filed and submitted by the SECOND PARTY, with/to the State Government and any other concerned authorities, in respect of the said Land Properties, and/or the Building Scheme.

xx) To provide to the FIRST PARTY certified true copies of all the permission/approval/NOC's and the like, all 'as-built drawings' for the Scheme of Development, including R.C.C. structural drawings, all services such as plumbing, drainage, electrical, septic tanks, soak pits etc, as also all warranties / guarantees offered by the SECOND PARTY / manufacturers thereof, and all then subsisting / valid maintenance contract/s, if any, as obtained or to be obtained by the SECOND PARTY for commencing/completing the said development in the said Land Property and to keep the FIRST PARTY fully indemnified for any deficiencies in execution/completion of the construction/development works or for any delays in execution not attributable to the FIRST PARTY and against any claims resulting therefrom.

11. The Project cost defined herein shall include all the above items mentioned at para 10(i) to 10(xx) and other works required to be done by THE SECOND PARTY which include (a) Initiating and completing the Partition process to delineate in the survey plan the Plot A from the larger area of property bearing Sry. No 125/6 by following due process based on the Deed of Family partition executed on 2<sup>nd</sup> June 2021; b) Hiring the services of Architects/ Engineers/ surveyors/ Electrical & sanitation consultants and other such professionals and paying their respective charges/ fees; c) Applying and obtaining Conversion Sanad; d) Making and submitting plans and drawing and obtaining all necessary approvals from the competent authority, including the Town and Country




Planning Department. PWD, health, etc., and construction License from the Village Panchayat and paying fees thereof; e) Applying for temporary water and electrical connections, temporary structures for storage of materials like cement, site office, etc required for construction purpose; f) Constructing, erecting & finishing the buildings as per the specifications, more particularly mentioned at SCHEDULE III ; G) Constructing/ installing necessary water storage sumps, overhead water tanks, septic tanks, soak pits, pavements, making asphalted road, constructing storm water drains; providing water pipe line & electricity lines unto each building; h) Registering the project with Real Estate Regulatory Authority (RERA) and complying to their Rules & regulations and paying dues thereof; i) Collecting and paying GST of the Project; j) obtaining the Completion Certificate from TCP and Occupancy certificate from the Village Panchayat or any competent authority on completion of the Project / development and paying fees thereof.

12. The SECOND PARTY shall commence work of the project within one month of obtaining the construction license from the Village Panchayat of Cansaulim - Arrosim - Cuelim and complete the Project in all respects within a period of 36 months and obtain the Final completion certificate from the TCP and the final Occupancy Certificate from the competent authority within the allotted period of 36 months and subject to:

a) The SECOND PARTY shall obtain the occupancy certificate for the whole Project or at least for the 40% of the built up area to be delivered to the FIRST PARTY and 15 days thereof deliver to the FIRST PARTY the premises better described in the Schedule No. II to the FIRST PARTY so that the FIRST PARTY may pay the relevant capital gains.

b) The SECOND PARTY shall obtain Occupancy for the whole project and not to a part of the same.




13. Further provided that the period of time which may reasonably be lost due 'Force Majeure' conditions which are for reasons beyond The SECOND PARTY's control, shall be excluded for the purpose of computation of the period of Completion provided the SECOND PARTY informs in writing to the First Party about the said 'Force Majeure' within one week from its beginning.

The term 'Force Majeure' shall mean the following:-

- (a) The non-availability/restricted supply of construction material such as steel, cement, building material like sand , aggregate, etc , water, electricity, etc. whether due to transport or other strikes, stoppages, shortages, outages, or any other causes. Delays due to changes in any laws or certification by the concerned authorities, or due to the delay/s in the sanction of electricity connection/s and / or water connection/s to the said unit/ development; where such delay/s are not a consequence of any act/s of commission or omission of the SECOND PARTY or his agents;
- (b) National emergency, acts of God, earthquake, lightning, fire, tempest, riots, vandalism, terror attacks, arson, general strike, agitations by locals/organizations, general law and order position, war, air raids or any causes/ reasons beyond the control of the SECOND PARTY;
- c) Any notice, order, rules, notification of the Government and/or any other public or competent authority and /or any judicial authority;
- d) Delay on the part of the Government/ Statutory Authority in issuing Completion Certificate and /or Occupancy Certificate and or releasing water and or electric supply in case the said premises are completed in all respects for any other reason beyond the control of the SECOND PARTY;




14. Without in any way conflicting with and/or deviating from the provisions hereinabove, the Parties agree and confirm that in the interest of timely completion of the Building Scheme in the said Land Property, as and when required, they will co-operate and help each other to enable the affected Party to discharge its responsibilities and duties to the best of its ability. However such co-operation or help shall not discharge the affected Party from any liability towards the other Parties or other claims under this Agreement.
15. It is specifically agreed by the parties that time is the essence of this Agreement and that the SECOND PARTY shall complete the Development and Construction of all works within the aforesaid period of 36 months from the date of signing of this Agreement or from the date all the permissions are obtained, whichever is later.
16. It is agreed by Both Parties that they shall never seek partition and/or disannexation of their undivided rights in the said Land Property or any part thereof.
17. All and total expenses incurred for development of the property including obtaining of final occupancy certificate, completion certificate, water and electricity from the Village Panchayat or such other competent authority as may be required, shall be borne exclusively and entirely by the SECOND PARTY.
18. The FIRST PARTY has granted to the SECOND PARTY the licence to enter the said Land Property to take measurements and to carry out works for development and construction as contemplated and in terms of this agreement and as per the approved plans or their future revisions.
19. The SECOND PARTY is hereby authorized to make necessary applications and obtain at its cost and expense, electricity connection, water connections from the competent authorities for



the said Project to facilitate the carrying out of the work of development thereon.

20. The FIRST PARTY has granted a power of attorney in favor of the SECOND PARTY, to entitle him to sign all such applications, papers as are reasonably and legally necessary and required for the development of the said Property/ Project for the approval of plans, obtaining all other sanctions, approvals, occupancy certificate, building completion certificate for the construction, development and completion of the said premises thereon. The said power of attorney shall become irrevocable upon the execution and registration of this agreement.

21. Also the FIRST PARTY, in case the authorities do not accept the Power of Attorney granted for the purposes mentioned hereinafter, agrees to 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 as may be required for obtaining all approvals, conversion, completion Certificate, Occupancy certificate from the Town & Country planning department and other Statutory Authorities, Dy. Collector, Collector, Panchayat Offices, and all other Government and Semi Government Offices which the SECOND PARTY may have to approach or to whom he may have to apply in connection with the development of the said property. In case the SECOND PARTY requires the FIRST PARTY to sign any of the above applications or documents, then a copy of the same shall be handed over to the FIRST PARTY for her approval. And in either case whether the same is signed by the SECOND PARTY as Power of Attorney or is signed by the FIRST PARTY as may be required by the SECOND PARTY, a copy of each such application or document including plans shall be handed over to the FIRST PARTY for her records before submitting the same to the authorities. If required by




the SECOND PARTY a fresh power of attorney shall be executed and it shall contain amongst others the powers mentioned below:

- a) For all the necessary documentation from all concerned authorities in respect to development of the said property;
- b) For obtaining permission from the Town and Country Planning Department as may be required for the development and construction of the building/s or for obtaining permissions;
- c) For obtaining necessary permissions from the concerned Village Panchayat, health authorities, PWD, BDO, pollution board/authority and any other authority as may be necessary for the development, construction and completion of buildings, approval of plans, drawing of building plans from the necessary authorities, obtaining completion certificate, occupancy certificates, water connection, electricity connection, house tax receipts /records in respect to the premises to be constructed in the project;
- d) For getting approval from any authority that may be specified by the Government for starting the construction work, to carry out the construction and to get the same completed in the said project.
- e) To represent on behalf of the FIRST PARTY before any authorities in connection with the development of and/or construction of the said project and to sign and to execute and make any applications/petitions/drawings, signing the records for submitting and obtaining various approvals as may be required in respect of the construction and development of the project in the said property, including the construction license, completion and occupancy certificates, house tax registration records or any other records/permissions from the concerned authorities;



f) To file proceedings in the 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 property; to appoint advocate or advocates and to terminate the appointment of any advocate and to appoint fresh advocates, to sign Vakalatnama, forms, to sign and verify and execute affidavits, petitions, plaints, written statements and any other proceedings that may be filed in any court of law or to defend 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 in respect to development and construction in the said property, provided that all the expenses for the same shall be borne by the SECOND PARTY without any liability to the FIRST PARTY.

22. The stamp duty and all other expenses incurred or to be incurred in executing/drawing up the said power of attorney as well as regarding documents to be executed under the said power of attorney shall be borne exclusively by the SECOND PARTY without any liability on or to the FIRST PARTY and further it shall be irrevocable so long as the SECOND PARTY does not commit any breach of clauses of this agreement.

23. It is agreed that after obtaining Technical Clearance Order and the Panchayat license for the development/ project, the FIRST PARTY and the SECOND PARTY, shall execute an Addendum as per the approved plan, specifying the final division/distribution/ allocation of commercial and residential units( Shops & Flats built up areas) between themselves, to the extent of 40% of the built up areas to THE FIRST PARTY and 60% of the built up area to THE SECOND PARTY;



24. The FIRST PARTY shall also execute a separate power of attorney before the Sub-Registrar of Mormugao Taluka appointing the SECOND PARTY as the attorney to admit execution of various deeds and documents executed by the FIRST PARTY in respect of the allocation of the SECOND PARTY in of the said project and complete the registration of such deeds and documents under the Indian Registration Act 1908 as amended upto date.

25. The SECOND PARTY shall be entitled to obtain refund of all refundable deposits from all concerned authorities like electricity, water supply, etc of all amounts paid by the SECOND PARTY with respect to the development in the said property and in the event such refunds is received by The FIRST PARTY the same shall be made over to The SECOND PARTY without delay or demur.

26. The SECOND PARTY cannot unilaterally commit to sell or execute Agreements of Sale for his allocation of built up area before signing the Addendum.

27. It is further agreed that on execution of the Addendum, the SECOND PARTY shall be entitled to accept bookings towards his allocation of the built up areas as per the Addendum from any third Parties of his choice, by signing Agreements for sale and receive advances and other installment as per the terms of the Agreement of Sale subject to the SECOND PARTY complying with/to the RERA Act and rules framed thereunder. However, it is expressly agreed that the FIRST PARTY shall not be liable in any manner to the allottees of the SECOND PARTY for any default committed or which may be committed by the SECOND PARTY in any manner whatsoever and in all agreements which may be entered into by the SECOND PARTY with the allottees and SECOND PARTY of his entitlement of 60%, it shall be expressly recorded that the SECOND



PARTY/allottees have read this agreement entered with the FIRST PARTY herein and are satisfied with the same.

28. It is agreed between the parties that in order to finance the construction of the Project and other financial expenses, although the SECOND PARTY has the required finances as represented by him, the SECOND PARTY during the construction period shall be at liberty to enter into agreements for sale to sell full or part of his allocation of flats and shops to third party/parties of his choice, but always subject to this agreement. The FIRST PARTY undertakes to remain present at its expenses, in person or through its POA/representative, every time and as many times as required as and when called upon by the SECOND PARTY, for the execution, registration and admission of the Sale deed/s with third parties in respect to the allocation ( Flats and Shops ) of the SECOND PARTY. In the event, either Party is represented by a POA, such party shall bear all applicable charges/ stamp duty towards the execution of a valid POA in favour of person/s of its choice.

29. BOTH PARTIES, shall arrange for themselves or their attorneys to remain present every time and as many times as required as and when called upon at the request of the other to sign and execute all Agreements for sale/ Sale deeds and all other deeds and documents in relation to sale of the premises in the said project, allocated to each party as per the addendum including allotment letters, NOC and other housing loan documents reasonably required for raising of housing loans by any prospective buyer/s for the purchase of the premises, registration of all documents, etc. Once a written request is made by either party to the other Party to remain present for the above purpose, neither party shall have the right of refusal and both parties shall necessarily sign and execute any such documents within 14 days of receipt of a written request from either party. The FIRST PARTY shall be a Confirming Party to





such agreement for sale, if necessary, and any default by the SECOND PARTY herein of such agreement with third parties shall be without any liability to the FIRST PARTY herein and only the SECOND PARTY shall alone be liable for such default of the agreement with third parties. Further, in case of any default of this agreement, the agreements with third parties and SECOND PARTY shall not come in the way of the consequences of such default.

30. THE SECOND PARTY cannot create any charge, lien or encumbrance by whatever name called on the Project or the property or any of its assets, based on this Agreement. However if the Third Party purchasers of flats and shops require to take loan from banks or financial institutions to pay for the same, then such deeds for purposes of mortgage, lien or charge may be done/executed with respect to the undivided share of the land corresponding to the built up area of the flat/shop. Both Parties when called upon shall sign all such documents to facilitate such request from Third Parties towards the allocation of either party. In case any loss is caused to the FIRST PARTY on account of any default in repaying the said loan, by the purchasers of the SECOND PARTY, the SECOND PARTY shall make good loss and keep the FIRST PARTY fully saved and indemnified.

31. The Parties hereby agree that any adjustments in the area of any flat due to increase or decrease which may be discovered at the time of obtaining the occupancy certificate or at the time of the deed of sale shall automatically be shared in the same proportion i.e. 40% or 60%. It is expressly agreed that and clarified that if any FAR is found unconsumed then this unconsumed FAR shall be of the entitlement of both the parties hereto in the same proportion i.e. 40% and 60% and so also any increase in FAR hereinafter shall enure to the benefit of both the parties hereto in the same



proportion of 40%: 60%. However, TDRs if made available shall accrue to the benefit of the first party alone.

32. On obtaining the Occupancy Certificate from the Village Panchayat, the SECOND PARTY shall hand over the 40% of the allocation (as mentioned and laid out in the Addendum) to the FIRST PARTY complete in all respects and with House numbers allocated by the Village Panchayat for each unit. The construction shall be deemed to have been completed on the date of issuance of the Completion Certificate by the Engineer/ Architect of the SECOND PARTY.

In the event that the obtaining of the Occupancy Certificate /Completion certificate is delayed beyond the completion period mentioned above for any reason not attributed to the FIRST PARTY or Force Majeure, the SECOND PARTY shall be liable to pay interest @ 7 % p.a. on the allocation /share of the FIRST PARTY which is not handed over/ left outstanding beyond the completion/ handing over date.

34. The Both Parties agree that they or their nominees will bear the cost of Stamp duty, registration fees, etc that is payable to the Government authorities/ statutory bodies for the sale of their allocation along with the undivided share in the property.

35. The entire responsibility/liability in respect of payment of all, GST, local body taxes, labour cess, infrastructure tax, fees and charges arising in respect of the Scheme of Development, the construction of the Complex, the FIRST PARTY' Premises and the SECOND PARTY's Premises shall be of the SECOND PARTY alone.





36. THE SECOND PARTY shall not be entitled to assign the rights and the obligations on this Agreement to any third party without prior written consent of the FIRST PARTY for this purpose.

37. BOTH PARTIES shall during the tenure of this Agreement desist from doing anything which may be inconsistent with the terms of this Agreement.

38. Nothing contained in this Agreement shall be deemed to constitute a partnership or a joint venture or association of persons by and between the parties hereto. Each party herein shall discharge their mutually exclusive obligations as are set out herein.

39. The address of both parties mentioned in this agreement shall be the address for the purpose of correspondence. In addition emails shall be considered as valid correspondence if sent to the below mentioned email addresses of the Vendor & the SECOND PARTY/s respectively.

- Email of the FIRST PARTY: marlencostamartins1@gmail.com
- Email of the SECOND PARTY: cirmahomesgoa@gmail.com.

40. All out of pocket costs, charges and expenses of and incidental to this Agreement including Stamp duty, registration charges and all other documents as may be executed for implementation hereof shall be borne and paid for by THE SECOND PARTY.

41. On receiving all approvals from the concerned authorities and before execution of the project the SECOND PARTY shall, in accordance with RERA register the Project as a "real estate project" with the Goa Real Estate Regulatory Authority (hereinafter referred to as the "RERA Authority"). All information, documents, writings, records, plans, forms, letters, declarations, etc. to be furnished,



provided and submitted to the RERA Authority and to be uploaded on the website of the RERA Authority shall have to be approved by the FIRST PARTY. The SECOND PARTY alone shall always be bound, liable and obliged to adhere and comply with all applicable provisions of RERA and all compliances thereunder including filing and submission of all documents, records, writings etc., with the RERA Authority and/or uploading the same upon the RERA website, subject always to same being \*(i) previously approved by the FIRST PARTY. \*(ii) Notwithstanding anything to the contrary herein, and without prejudice to all other rights and remedies available to the FIRST PARTY under this Agreement and under applicable laws, rules and regulations, the SECOND PARTY shall be bound and liable to compensate FIRST PARTY in respect of all loss, costs, charges and expenses the FIRST PARTY may incur, sustain or suffer on account of the SECOND PARTY not adhering to the Project Schedule in the time periods set forth therein. Accordingly the SECOND PARTY, shall compensate the FIRST PARTY all fines, penalties, amounts, compensation, damages, expense, interests. As mentioned earlier the SECOND PARTY shall be liable for RERA compliance and any penalties/ fines imposed by RERA Authorities due to violation of the provisions of the RERA Act, including those imposed on the FIRST PARTY due to the actions of the SECOND PARTY and the same shall be borne by the SECOND PARTY.

42. If permissible under RERA and mutually agreed by the Parties, the Parties shall convey, transfer and assign an undivided share in the said Land Property and the Complex and the Common Infrastructure and Amenities, therein and thereto to each of the allottees of both parties in proportion to the areas of their respective premises, whereby such allottees, the SECOND PARTY, the FIRST PARTY and the allottees shall together with their respective premises, own and hold undivided shares in the said Land Property, the Complex and the Common Infrastructure & Amenities, and whereby the Entity/Organisation shall merely manage,




administer, maintain and operate the said Land Property and the Complex.

On the completion of the project and on receiving the Occupancy the FIRST PARTY shall transfer the land in the following manner:

a) In case of formation of housing cooperative society of all the purchasers/ unit holders in the said project, by executing a proper conveyance deed in favour of the society which shall in such case be the nominee of the Both Parties;

b) In case of non-formation of Society and if so decided by Both Parties, then by executing of individual sale deeds in favour of the purchasers of the premises along with the corresponding proportionate undivided share in land corresponding to such premises;

43. The Parties hereby agree as follows:

a) The SECOND PARTY shall represent the entire Scheme of Development and shall always be, and be deemed to be, the "Promoter", as defined by RERA, in respect thereof; provided that the FIRST PARTY (together with the SECOND PARTY) shall be liable to comply with their obligations for the transfer of the Project along with land to the Entity/Organisation, consisting of the allottees of both parties and the unsold premises of the FIRST PARTY and SECOND PARTY.

b) Other than the FIRST PARTY having to: (i) comply with their obligations hereinabove and (ii) join in the transfer documents to be executed in favour of the Entity/Organisation, or to the allottees of the various Premises, the FIRST PARTY shall not have any other obligation or liability in respect of the Scheme of Development. Accordingly, the SECOND PARTY alone shall be fully and completely liable to all the allottees of all the various Premises and Car-parking





Spaces Areas and in respect of all other matters concerning the Scheme of Development, the Project, the compliance with the provisions of RERA, including any fines, penalties, interest, damages and compensation as may arise, or be demanded, or levied in relation to the above.

c) The car parking spaces for the FIRST PARTY shall be demarcated and reserved within 30 days of the completion of the project and the reference shall be made in the conveyance to this effect.

44. Simultaneously with the SECOND PARTY handing over to the FIRST PARTY the Premises allocated to the First Party accordance with this Agreement, the FIRST PARTY shall refund the entire deposit mentioned in Para 2 above to the SECOND PARTY.

45. The FIRST PARTY shall retain one Flat (FLAT No. 3-B-1), located on the Second floor of the B Building, having an area of 18.91 m<sup>2</sup>) from the allocation of the Second Party which shall be simultaneously released at the time of handing over the allocation of the FIRST PARTY. ( Ref clause (iv) below) including completion of the Scheme of Development of the New Buildings, and/or any premises including the FIRST PARTY' Premises. The said flat No. 3-B-1 shall hereinafter be referred to as the 'RETAINED PREMISES'. The FIRST PARTY shall be entitled to allot and sell the Retained Premises, and utilise the sale proceeds thereof towards any of the following matters that is:

(i) Payment of any fines, penalties, interest, or other charges levied by the RERA Authority, and/or any compensation, damages, or other amounts payable to the allottees by the SECOND PARTY of the FIRST PARTY' Premises.

(ii) Payment of any development charges, taxes, or other liabilities in relation to the Land, and/or the Scheme of Development, which the SECOND PARTY is liable to bear, pay and discharge under this Agreement; and





(iii) Any other costs, charges, expenses, interest, taxes, damages, compensation or other amounts related to, and/or arising from the Scheme of Development, and/or the performance by the SECOND PARTY of its obligations, duties and liabilities under this Agreement, and/or applicable laws, rules and regulations.

(iv) The Retained Premises will be handed over by the FIRST PARTY to the SECOND PARTY as certified by the SECOND PARTY's architect and the FIRST PARTY'S architect simultaneously with the SECOND PARTY handing over to the FIRST PARTY the FIRST PARTY' premises in accordance with clause mentioned below at Clause 45(v).

(v) The Retained Premises, which will not be allotted or sold by the SECOND PARTY during this period shall be released and handed back to the SECOND PARTY simultaneously with the SECOND PARTY delivering to the FIRST PARTY the quiet, vacant and peaceful physical possession of all the FIRST PARTY' Premises in accordance with this Agreement. The FIRST PARTY shall execute writing at the cost of the SECOND PARTY, confirming such handover;

46. The FIRST PARTY and SECOND PARTY shall (subject to the terms and conditions of this Agreement) be at liberty to independently allot and sell the FIRST PARTY' Premises and the SECOND PARTY's Premises, on "ownership basis" in accordance with RERA, in terms of pre-approved standard formats of agreements for sale compliant with RERA, as provided herein below. The FIRST PARTY, and the SECOND PARTY shall subject to the terms and conditions of this Agreement, shall also be fully and freely entitled to retain/hold any of their respective Premises and Car- parking Spaces and/or to grant any leases, tenancies, licenses, or third party rights, and/or otherwise deal with encumber, mortgage, charge, alienate, dispose of, etc., the same or otherwise.

47. On and from the date that the SECOND PARTY is permitted to



enter upon said Land Property, it shall be bound, liable and obliged to bear, pay and discharge all rates, taxes, cesses, assessments, land revenue, water and electricity charges, and all other statutory and non-statutory liabilities in respect of the said Land Property and the Scheme of Development.

48. a) The Parties shall be liable to bear and pay their own respective income tax liabilities as well as Panchayat house tax in respect of their various Premises. On possession of the FIRST PARTY'S Premises being delivered to the FIRST PARTY by the SECOND PARTY in accordance with this Agreement, the FIRST PARTY shall pay the capital gains tax on the same. The SECOND PARTY shall be entitled to apply for the final completion and occupation certificates in respect of the fully completed Project only after prior written intimation is given by the SECOND PARTY to the FIRST PARTY, and the FIRST PARTY have confirmed the same in writing to the SECOND PARTY;

b) The Goods & Services Tax (GST) and other indirect taxes payable now or in future upon this Agreement and the development rights to be entrusted herein to SECOND PARTY shall be borne, paid and discharged solely by the SECOND PARTY, irrespective of the fact that the same is, or may be, by law or otherwise, payable by the FIRST PARTY. The Goods & Services Tax (GST) and other indirect taxes payable now and upon the FIRST PARTY Premises shall be borne, paid and discharged solely by the SECOND PARTY, with respect to the allotments, sales or otherwise alienation by the FIRST PARTY of the FIRST PARTY' premises.

c) It is agreed that the FIRST PARTY will sell, dispose, transfer, gift the FIRST PARTY'S allocation to its nominees or to any Third party/parties of the FIRST PARTY'S choice ONLY AFTER the Occupancy is received from the Village Panchayat and the FIRST PARTY'S allocation is handed over to it by the SECOND PARTY and subject to complying with the clauses below;



d) All taxes, liabilities, dues, duties, indirect taxes, etc. payable upon and in respect of this Agreement, the Scheme of Development, shall be borne, paid and discharged solely by the SECOND PARTY and the FIRST PARTY shall have no liability or obligation whatsoever in respect thereof;

e) In the event the FIRST PARTY desires to sign agreements for sale, sell its allocation on receipt of RERA registration or during the construction period before the project is granted the Occupancy by the Village Panchayat, the FIRST PARTY shall necessarily register itself with the GST authorities before the commencement of the project and pay the total applicable GST on its total allocation;

49. During the Scheme of Development the FIRST PARTY shall always be fully and freely entitled and at liberty and, with or without their consultants, architects and other professionals present with them, to take inspection of the development/construction from time to time and the SECOND PARTY shall not obstruct the same. If pursuant to such inspection the FIRST PARTY are advised by their consultants/architects that there is a deviation by the SECOND PARTY in the construction of the New Buildings from the said sanctioned plans, then the FIRST PARTY shall notify (in writing) to the SECOND PARTY of the same and the FIRST PARTY and the SECOND PARTY shall thereupon in good faith discuss and settle such issues. The FIRST PARTY and the SECOND PARTY may involve their respective consultants/architects in such interactions.

50. It is expressly agreed between the parties that the SECOND PARTY shall complete the entire construction and obtain the Occupancy Certificate from the competent authority and thereafter shall hand over the possession, firstly the said FIRST PARTY ' Premises to the FIRST PARTY or her nominees and on the expiry of fifteen (15) days from the date the SECOND PARTY offers possession of the FIRST PARTY ' Premises to the FIRST PARTY and subject to the SECOND PARTY having made payment of its entire



Goods and Services Tax (GST) liability on the allocation of the FIRST PARTY under clause 48(b) herein below the SECOND PARTY shall be entitled to offer and deliver peaceful and vacant possession of the SECOND PARTY's Premises, to the transferees, lessees, tenants, licensees and other alienees thereof.

51. The SECOND PARTY, after having completed and installed all Common Infrastructure & Amenities in respect of the Project, shall hand over and deliver to the FIRST PARTY, the FIRST PARTY' Premises (with all Agreed Amenities & Specifications therein) together with a certificate issued by the SECOND PARTY's project architect and confirmed by FIRST PARTY' architect certifying that the FIRST PARTY' Premises have been constructed in accordance with sanctioned plans, permissions, approvals, etc., and together with: (i) Occupation Certificate, (ii) Completion Certificate, whereupon the FIRST PARTY shall sign letters confirming receipt by them of the possession of their Aggregate Premises (hereinafter referred to as the "Possession Letters"). Thirty (30) days prior to the date that the SECOND PARTY intends to offer possession of the FIRST PARTY' Premises to the FIRST PARTY, the FIRST PARTY shall along with her architects, thoroughly inspect and measure or get inspected the said Super Built-up Area in Schedule No. II for the quality in construction and for defects, if any, and get the same rectified before taking the delivery/possession of the said Super Built-up Area described in Schedule No. II. If, pursuant thereto, it found that there is:

(i) A deficiency in the carpet area of the FIRST PARTY' Premises, then SECOND PARTY shall compensate the FIRST PARTY for such deficiency in area at the then prevailing sale price of similar premises constructed upon the Land. Notwithstanding anything stated hereinabove, it is agreed that the aforesaid provision for payment of compensation shall never entitle SECOND PARTY to construct less than what is required to be constructed for the FIRST PARTY, whereby if the deficiency in carpet area is more than 5% in the carpet area of the FIRST PARTY' premises, then the SECOND



PARTY shall not pay the aforesaid compensation, but shall be liable to provide to the FIRST PARTY the carpet area equivalent of the aforesaid deficiency of 5% out of SECOND PARTY's Premises;

(ii) A construction defect or deficiency, then the SECOND PARTY shall be liable to remedy all defects and deficiencies therein prior to the date that the SECOND PARTY is to offer possession of such premises; provided however that if the SECOND PARTY cannot complete such works by such date, the FIRST PARTY shall take possession of the FIRST PARTY' Premises but SECOND PARTY shall continue to be liable to remedy such defect or deficiency;

(iii) On the remedy and rectification of all defects and deficiencies in the FIRST PARTY'S Premises and on receipt of written confirmation of the same from the FIRST PARTY and after the delivery/possession of FIRST PARTY Premises is taken by the FIRST PARTY from the SECOND PARTY, the FIRST PARTY shall subject to Clause 51 herein above, be forbidden from raising any claim against the SECOND PARTY in respect of any of work which may or may not have been carried out by the SECOND PARTY.

52. In case the FIRST PARTY does not take the possession of the same within a period of 30 days from the date of completion of remedy and rectification of all defects and deficiencies in the FIRST PARTY' Premises then upon expiry of the said 30 days period the FIRST PARTY shall be liable to pay the house tax, electricity bill, water bill with respect of FIRST PARTY' Premises although the possession may not have been taken. However if within 30 days of the receipt of the notice sent in writing by Registered A.D, if the FIRST PARTY does not take possession, then the SECOND PARTY shall be free to dispose of his allocation of 60%.

53. It is also further expressly agreed by the Parties that in event of any breach of the terms and conditions of this Agreement and/or of any breach of any and/or of any applicable laws, rules and regulations, and/or any permissions, approvals, licences, etc.

permissions/sanctions/N.O.C. issued by any concerned authorities including the Conversion Sanad in respect of the Land, TCP Approvals and the Construction License, obtained by it in respect of the Scheme of Development, any authorities, or courts of law or judicial or quasi-judicial bodies or authorities or any other persons or parties, levy, or charge or claim any fines, penalties, interest or other amounts, and/or file any proceedings, the SECOND PARTY alone shall be liable to deal with, resolve and settle the same at its costs irrespective of whether the same is levied on the FIRST PARTY. Without prejudice to all the FIRST PARTY' rights and remedies under this Agreement, other rights and remedies in law and equity, the FIRST PARTY shall be entitled to cause the SECOND PARTY to specifically perform its obligations, and to remedy all such breaches and defaults on its part.

54. It is agreed between the parties that the FIRST PARTY Premises to be provided by the SECOND PARTY to the FIRST PARTY or its nominee shall be as per specifications mentioned in Schedule No. III to this Agreement, if any change or addition to the said specifications mentioned in the Schedule No. III hereunder are desired by the FIRST PARTY or its nominee, the same shall be done by the SECOND PARTY if possible/permitted and in such an event the FIRST PARTY or its nominee shall pay the additional cost of such additions/changes, before the relative item of work is taken up for construction and it shall be considered as an extra item for the purpose of payment.

55. It shall be the obligation of the FIRST PARTY or its nominee to inspect or to get inspected from the authorized representative, the construction of the proposed buildings with respect to the construction of the said Super Built-up Area and the Parking open spaces described in Schedule No. II, so that objections, if any, regarding defect in such construction or execution of such items of construction shall be raised by the FIRST PARTY or its authorized representative or its nominee, in writing, while such work is in




progress or within a period of 6 months from date of execution of such items. If no such objections are raised within a 6 months period, then it shall be deemed that execution of such Item has been done with the full consent approval and concurrence of the FIRST PARTY or its nominee. Notwithstanding the foregoing hereof the SECOND PARTY assures the FIRST PARTY that if any major material construction defect is established in the said FIRST PARTY'S Premises described in Schedule No. II within 24 months of issue of the Occupancy Certificate by the competent authority, the SECOND PARTY, at its own cost shall rectify such major material construction defect but in no case the responsibility of the SECOND PARTY for repair/ replacement of the bought out items in respect of which the manufactures' warranty has expired before the end of the above mentioned 24 month period and it shall not be liable or responsible for the repair/ replacement of any item that is broken/ damaged due to the mishandling, misuse, normal wear and tear and inadequate preventive maintenance under this clause shall extend to electrical, glass and sanitary fittings or for normal wear and tear.

56. It is expressly agreed between the parties that the FIRST PARTY or its nominee shall be entitled to the use and enjoyment of the said Super Built-up Area described in Schedule No. II, upon possession of the same having been given by the SECOND PARTY, and after 24 months from the day the occupancy is received and delivered to the FIRST PARTY or its nominee the FIRST PARTY or its nominee shall have no claim against the SECOND PARTY in respect of any item of work which may be alleged not to have been properly carried out. It is however expressly agreed that cracks to the plaster/dampness in external walls shall not be considered as defective work unless the Architect of the SECOND PARTY decides otherwise.

57. So long as the area of the said Super Built-up Area and described in Schedule No. II is not altered and the specifications set out in the Schedule No. III hereunder written are not altered, the




SECOND PARTY'S shall after consultations with the FIRST PARTY be at liberty to make variations in the layout/elevation of the building including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the buildings, as the authorities may require; provided that if any part of the development potential is utilised in the development and construction of the open space, thereby resulting in a reduction in the area of the Aggregate Premises, then the areas of the SECOND PARTY'S Premises shall stand reduced, to make up such shortfall, and not the FIRST PARTY' Premises; provided further that the SECOND PARTY shall not be permitted to make any variations in the layout/elevation of the building including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the buildings after the possession of the said Super Built- up Area and the Parking Slots is given to the FIRST PARTY. The FIRST PARTY expressly hereby consent/s to all such variations within the parameters of RERA Acts and Rules in Goa and no further consent shall be required.

58. a) Upon completion of the development and construction of the New Buildings, or prior thereto, if required under RERA, the SECOND PARTY, shall undertake the following and the FIRST PARTY shall cooperate with the SECOND PARTY, in i) forming the Entity/Organization as may come to be agreed upon by the FIRST PARTY and the SECOND PARTY. The FIRST PARTY, the SECOND PARTY, and allottees/occupiers of the FIRST PARTY Premises and the SECOND PARTY Premises shall sign and execute all papers pertaining to the formation, registration and membership of the Entity/Organisation, and all other documents and writings, including the bye-laws, and the rules and regulations thereof and (ii) In terms of the provisions of this Agreement and as mutually agreed by the Parties, and under draft/s prepared by the SECOND PARTY's Advocates, and approved by the FIRST PARTY and containing necessary provisions: (i) securing the FIRST PARTY' respective rights and entitlements under this Agreement, and (ii) recording the SECOND PARTY's liability as 'Promoter' under RERA, and the FIRST




PARTY\* limited obligations as recorded herein, (hereinafter referred to as the "Deed(s) of Transfer"); provided always that prior to the execution of such Deed(s) of Transfer, and thereafter the FIRST PARTY shall transfer and convey to the Entity/Organisation. All the necessary Deed/Deeds of Transfer shall be prepared by the Advocate of the SECOND PARTY and approved by the FIRST PARTY. All the costs, charges, expenses including stamp duty, registration charges and any other expenses in connection with the preparation, execution and registration of the Deed/Deeds of Conveyance and for the formation of the maintenance entity shall be borne by all affected parties in such proportion as may be decided by the SECOND PARTY and the FIRST PARTY. It is also agreed that if the SECOND PARTY contributes to the aforesaid costs, charges and expenses in respect of the SECOND PARTY Premises that have not been sold or alienated, then the FIRST PARTY shall, on the same basis and in the same proportion as the SECOND PARTY is contributing in respect of the SECOND PARTY's Premises that have been unsold and/or alienated, contribute in respect of their premises which have remained unsold and/or unalienated at such time.

b) The Premises herein that shall be let, sub-let, transferred, assigned or given possession of, by the Parties herein, and shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the Entity/Organisation from time to time, and shall also be governed by the laws which may be applicable to the Entity/Organisation.

59. Other than the purchase price, consideration, lease rent, license fees, deposits, etc., that shall belong solely and absolutely to the Party who has allotted and sold, or leased, licensed, or otherwise alienated its premises, each Party shall collect from the allottees of their respective Aggregate Premises the requisite: (i) deposits, share subscription amounts, legal charges, admission fees and other related charges in respect of the formation and registration of the Entity/Organisation, (ii) deposits towards taxes, cesses, charges,




maintenance charges and outgoings, in respect of the Aggregate Premises, (iii) deposits towards funds to be established in respect of maintenance and repairs of the New Buildings and the Common Infrastructure & Amenities and (iv) other deposits in respect of any like or related matters as well as contributions such as amounts towards the Sinking Fund and for the recurring expenses pertaining to the said Building Scheme i.e. for common lights, water charges, watchman's remuneration, sweeper's remuneration, maintenance of garden, etc which aforesaid amounts, charges and shall be mutually decided between the FIRST PARTY and the SECOND PARTY and shall be paid over to the SECOND PARTY. The SECOND PARTY shall be liable to maintain accounts in respect of the receipts and payments with regards to the maintenance and upkeep of Common Infrastructure & Amenities till the formation of the Entity/Organisation. Such accounts shall be made available to the FIRST PARTY for inspection at the end of every financial year within a period of three(3) months from the end of the respective financial year.

60. The Parties have quantified the amounts in respect of the following matters, which amounts may be increased or decreased with the mutual consent of both Parties, that is: -

- (a) Rs. 30,000/- (Rupees thirty thousand Only) as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards upkeep of common amenities, in the manner stated hereinafter.
- (b) Rs. 15,000/- or such other sum prescribed by the registering authority, to be passed on to the ENTITY towards shares/membership.
- (c) Monthly outgoings for the first 16 months calculated at Rs.15/m<sup>2</sup>/month for residential areas and at Rs. 35/m<sup>2</sup>/month for




shops/commercial areas or as mutually decided by both parties.

The above amounts shall be paid by the FIRST PARTY to the SECOND PARTY, on or before taking possession of the said built up areas agreed to be delivered by the SECOND PARTY to the FIRST PARTY.

61. Upon the formation of the Entity/Organisation the FIRST PARTY and SECOND PARTY shall be members of the Entity/Organisation till such time they hold premises in the project, that are unsold and/or unalienated.

62. Notwithstanding anything to the contrary in this Agreement, on handing over of the completed FIRST PARTY'S premises by the SECOND PARTY, the FIRST PARTY shall be fully and freely entitled to deal with the FIRST PARTY'S Premises without any notice or reference to the SECOND PARTY and other than maintenance charges payable at actual, no transfer fees, premiums, or other amounts, liabilities, deposits, contributions, organisational costs, SECOND PARTY'S internal, management and administrative costs and expenses etc., shall be payable in respect of the FIRST PARTY'S Premises; However the Second sale of such premises shall attract transfer fees payable to the Association/ body. However, if the sale takes place after 24 months and the association/body takes control of the daily maintenance and decides that all parties will have to pay transfer fees to the Association or body as may come to be prescribed by the Association or body. The FIRST and the SECOND PARTY and the purchasers shall become the members in terms of their agreement for sale and by holdings. The SECOND PARTY agrees with the above and it is further agreed by the SECOND PARTY when a society or association is formed they will have to add the FIRST PARTY and her transferees as members of the society without being liable to pay any transfer charges and without collecting any transfer charges.

63. The above clause shall be added in all the agreements that the

SECOND PARTY may execute with the purchasers or their transferees so that the said purchasers or transferees and the association or body if formed shall admit the FIRST PARTY and her transferees as members of the society or body without having to pay such transfer fees.

64. The FIRST PARTY and the SECOND PARTY are now each fully, freely and irrevocably entitled to enter into agreements of allotment and sale and/or encumber the Premises in their own names, for their own benefit and on their own account without any notice or reference whatsoever to the other of them and without having to render any account whatsoever to each other of any purchase price, consideration, deposits, and other amounts received and receivable by them respectively in respect of the above shall belong to them respectively; provided always that the SECOND PARTY shall not be entitled to exercise any of the aforesaid rights in respect of the Retained Premises, unless and until the same have been expressly released by the FIRST PARTY under Clause 45(v) hereinabove.

65. Upon completion of the said Super Built up Area and the Parking Slots described in Schedule No. II, it shall be the responsibility of the FIRST PARTY or their buyer or their nominee to get the house-tax records, electricity connection and water connection if provided, in respect of the said Super Built up Area transferred in the name of the FIRST PARTY or their nominee at their own costs and expense, including payment of transfer fee, charges and security deposits if any to be made to the concerned departments for such purposes.

66. In respect of all allotments and sales of respective Premises and allotment of respective Car-parking Spaces, during the period of construction the FIRST PARTY (if registered with the GST authorities) and the SECOND PARTY while executing any agreement with proposed buyer/s with respect to their respective Premises, shall execute agreement as per the draft agreement





uploaded and approved under RERA for the Said Project, which has been approved by both Parties, so as to maintain similarity in the terms and conditions with respect to all the flat buyers in the Said Project. AND the SECOND PARTY will execute the same in relation to its obligations as PROMOTER to the Agreements in respect of the allotments and sales of the FIRST PARTY' Premises, and as the FIRST PARTY will join as CONFIRMING PARTY to the Approved Ownership Agreements in respect of the allotments and sales of the SECOND PARTY's Premises.

67. It is agreed that:

(i) The SECOND PARTY shall be joined as a party to Agreements/ sale deeds and execute the same in relation to its obligations as PROMOTER, and

(ii) The FIRST PARTY shall be joined as CONFIRMING PARTY to the agreements and execute the same, solely to the extent of their obligation to transfer the RIGHTS TO THE LAND of the Project, to the Entity/Organisation as provided herein, but for no other object or reason, the FIRST PARTY having no other liability or obligation to the allottees and SECOND PARTY of the Aggregate Premises;

68. The Parties shall each be fully and freely entitled, at their respective cost, to enforce the terms, conditions and provisions of all agreements, MOU's, letters, writings etc. executed respectively by them in respect of the allotments and sales, or leases, tenancies, licenses, etc. of their respective Premises, and to cause the allottees or lessees, tenants, licensees, etc. thereof to perform their obligations and liabilities there under.

69. It is agreed by the SECOND PARTY that Promoter shall always be him and SECOND PARTY undertakes not to do any act, deed, matter and/or thing whereby the ownership, management and control of the SECOND PARTY passes on to person/s other than their immediate family members, nor shall it ever be entitled to assign or

transfer this Agreement and/or any of its right/s and entitlement/s hereunder to any third parties and/or to delegate any of its obligations hereunder including to enter into any joint ventures or joint development arrangement with any third parties in respect of this Agreement. Any attempt by the SECOND PARTY to assign or transfer this Agreement in breach of these provisions, shall be void ab-initio and shall not be binding upon or acknowledged/accepted by the FIRST PARTY.

70. The SECOND PARTY shall pay for all project related construction costs and all project related escalations without any liability to the FIRST PARTY.

71. This Agreement supersedes all prior agreements, drafts discussions, negotiations, correspondence, understandings, term sheets, writings, letters, and communications (written and oral), etc. issued and/or exchanged and/or executed by and between the Parties, and their respective agents, representatives, etc. This Agreement shall be the only writing that shall record and govern the entrustment of the development rights herein.


72. The failure or delay of a Party to insist upon strict performance of any of the terms or provisions hereof, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. Neither this Agreement nor any term hereof shall be changed, waived, discharged or terminated, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of all Parties.

73. While this Agreement is subsisting the FIRST PARTY shall not enter into any agreement with other persons with respect to the development in the said Land property.



74. In the event of any breach or default by the Parties, the Parties shall be entitled to exercise the rights and remedies as conferred upon them under this Agreement including the right to specific performance of this agreement.

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



76. This Agreement hereto as mutually agreed by and between the Parties shall come to an end or shall be deemed to have been terminated upon completion of the entire construction/development work in all respects as recorded in this Agreement including completion of the transfer deed or transfer deeds to the Society or Entity or by executing of individual sale deeds in favour of the purchaser and upon executing any document by the SECOND PARTY confirming the ownership of 40% of built up area reserved for the FIRST owners;

77. Any notice to be given by one Party to the other shall be deemed to have been given by sending a (i) by hand against a written acknowledgement of receipt, or (ii) "registered post acknowledgement due" letter addressed to the Party with copy to other Party at the address mentioned at the beginning of this Agreement or at such other address as is from time to time designated (in writing) by the Party to whom the communication is addressed. Simultaneously the said registered notice shall also be send by email. Any communication that is delivered in accordance herewith shall be deemed to be received when delivery is received or refused, as the case may be.



78. This Agreement represents the entire understanding between the Parties and supersedes all prior understandings and writings and unless the same is varied in writing signed by all the Parties, this terms and conditions contained herein shall be final and binding.

79. The applicable terms and provisions of this Agreement, and respective liabilities, duties and obligations of the Parties shall survive this Agreement.

80. Except to the extent expressly provided in this Agreement, the SECOND PARTY shall not be entitled to assign its rights and obligations under this Agreement. The FIRST PARTY may however assign its rights in favour of any other person or persons at any time at their discretion but subject to the conditions that the assignee shall confirm in writing to the satisfaction of the SECOND PARTY that it shall be bound by all obligations under the Agreement and shall not raise any dispute in respect of any past matters already settled between the Parties.

81. The SECOND PARTY shall immediately upon the execution hereof, present the original of this executed agreement as well as a duplicate of the same for registration in the Office of the Sub-Registrar at Vasco Da Gama and the FIRST PARTY and the SECOND PARTY shall respectively admit execution hereof in accordance with the Indian Registration Act, 1908. This Agreement has been printed in duplicate and the original agreement will be of prescribed Stamp value and the duplicate will be on a stamp paper of Rs. 1000/- and these will be registered with the Sub-Registrar of Mormugao taluka at Vasco da Gama and the original is to be retained by the SECOND PARTY and the duplicate shall be handed over and retained by the FIRST PARTY. All out of pocket and misc. expenses etc. including stamp duty, registration fees and incidental charges of this agreement and all writings executed in pursuance thereof shall be borne, paid and discharged, solely by the SECOND PARTY. Each Party shall bear and pay its own separate Advocates costs, charges and expenses.



82. The parties to this agreement declare that they do not pertain to occupancies of persons belonging to Schedule Caste and Schedule Tribe.

83. The entrustment of the development rights herein by the FIRST PARTY to the SECOND PARTY and the agreement to exchange/allot premises and undivided share in the Land proportionate to the SECOND PARTY's Premises as stated herein is not and shall never be deemed to be a transfer by the FIRST PARTY to the SECOND PARTY of the Land or any part thereof.

84. As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

(i). The FIRST PARTY assessed to Income Tax, the Permanent Account Number (PAN) allotted to her is AFCPC0542A, and a copy of her PAN Card is annexed hereto and marked 'Annexure'-1;

(ii). The SECOND PARTY assessed to Income Tax, the Permanent Account Number (PAN) allotted to him is ADNPP6711B and a copy of his PAN Card is annexed hereto and marked 'Annexure'-2;

85. No amendment to this Agreement shall be valid unless the same is made in writing and executed by both Parties.

86. In the event the SECOND PARTY stops the work on the Project for a period of six months without any reasonable cause or does not start the work within a period 3 months from the date of obtaining the construction license from the village Panchayat the FIRST PARTY shall without prejudice to the other rights and remedies of the SECOND PARTY as are set out herein, be entitled to cancel this agreement and whatever may stand constructed shall be retained by the FIRST PARTY without having to pay any compensation to the SECOND PARTY and the FIRST PARTY shall be entirely free to deal with the same without any reference to the SECOND PARTY.



87. This Agreement shall be subject to the jurisdiction of courts in Goa. In case of arbitration.

88. Both the parties are entitled to specific performance of this Agreement.

89. The parties hereto are Indian Nationals.

90. The fair market price of the 60% of land and built up area allotted to the SECOND PARTY in the present agreement for Development and Sale is Rs 2,29,42,596/- (Rupees Two Crores, Twenty Nine Lakhs, Forty Two Thousand and Five Hundred and Ninety Six Only) and such ad Valorem Stamp Duty of Rs 10,32,500/- (Rupees Ten Lakhs Thirty Two Thousand and Five Hundred Only), is paid herein.

#### SCHEDULE I

All that plot of land/portion of land marked as plot " A" admeasuring an area of 3320.65 square meters, forming part and parcel of the larger landed property known as "DACLEM CONDESSA" also known as 'DAKLE CODDEN' situated at Arrosim, Mormugao Taluka, South Goa District, State of Goa, inscribed in the Land Registration Office under No. 49904, in the name of Filomena Maria Antonio Socorro da Costa, described in the Land Registration Office under Nos. 4501, 45502, 45503 and halves of each of land described in the Land Registration Office under No. 45504 and 45505. At pages 139, 139V, 140, 140V and 141 of Book B, No. 118 (new series) and is part of the larger property surveyed under no.125/6 of Village Arrosim, of Mormugao Taluka and presently bounded on the EAST: by Public Road on the WEST: by the property of Alios F Saldanha, Vicenta Saldanha, Ferwin J Saldanha and the remaining part of the



property demarcated as Plot B, on the NORTH: by the property of Jose Paulo de Costa and Vicenta Saldanha; on the SOUTH: that of Antonio A.F. A. Stuart Gonsalves Dias and others and remaining part of the property demarcated as Plot B.

### SCHEDULE III

(Standard specifications of the Flats & Shops )



#### FOR FLATS /APARTMENTS:

- **STRUCTURE:** R.C.C (reinforced Cement concrete) frame with R.C.C beams, columns, slabs and roofs. Laterite stone/ concrete block/ brick masonry in cement mortar 1:5. Internal partition walls of 4" to 6" thickness, and the external walls of 6" to 8" thickness. Roof slab waterproofed and lined with Mangalore tiles.
- **SURFACES:** Internal walls with a cement/gypsum based wall plaster finish, painted with tractor or equivalent emulsion paint. External walls with a double coat, if required, of sand faced cement plaster painted with waterproof paint.
- **DOORS AND WINDOWS:** Frames will be in wood for main door .frames for all other door wood or granite framing as may be decided by the developer. Main door of teak wood or equivalent, all other doors of flush doors or equivalent. Windows will be of UPVC/ powder coated aluminum frames & fittings, fully or partially glazed with distortion free glass.

- **IRONMONGERY:** All doors with quality brass or stainless steel or equivalent hinges and fittings. Main door shall be fitted with night latch, door handle, eye viewer and tower bolts. Mortise locks on all bedroom doors and tubular locks on all bathroom doors shall be provided.
- **FLOORING:** Vitrified tiled flooring and skirting for the living dining area (basic rate of tile Rs 500/ m<sup>2</sup>). Skirting of the same material of 3" height. All other rooms Vitrified tiles (basic rate of tile Rs. 400/m<sup>2</sup>)(furniture is not provided).
- **KITCHEN:** Natural granite stone work top supported by standard length stone slab supports with 18" and 24" high wall tiles above the worktop. Inlaid stainless- steel Frankie TM or equivalent stainless steel sink with hot and cold mixer taps from Jaquar or equivalent. Plumbing/ electrical provisions for with hot and cold water taps and water purifier. Built-in power sockets and plumbing sockets for washing machine. (Kitchen cabinetry, furniture, appliances, etc, not provided).
- **TOILETS, PLUMBING AND SANITATION:** Concealed plumbing with chrome-plated brass fittings and hot and cold-water mixer taps of Jaquar make or equivalent. EWC commode and washbasin in ivory/ White color ceramic sanitary ware. Non skid floor tiling, with ivory/ white color ceramic wall tiling, with ivory/ white color ceramic wall- tiling from skirting to door height.( Basic rate of tiles Rs.400/m<sup>2</sup>).
- **ELECTRICAL INSTALLATIONS:** 3-phase power with tri rated double insulated wire electric supply from the state Electricity Department and subject to their supply and the terms and conditions thereof. Each bedroom will have two light points, one fan point, two 5 amps plug point and 15amps power point for the air



conditioner. The bathrooms will have two light points, one 5 amps socket. The living room will have four light points and two plug points in addition to two fan points, in addition provisions shall be made for a TV and telephone. The kitchen shall have two light points plug point of 5 amps in addition to a 15 amps power point. Provisions shall be made for inverter installation.(Inverter not provided) Other points include a light point at the entrance door and a bell point. (Light, fans, geysers, etc not provided).

FOR SHOPS:

- STRUCTURE: R.C.C (reinforced Cement concrete) frame with R.C.C beams, columns, slabs and roofs. Laterite stone/ concrete block/ brick masonry in cement mortar 1:5. and the external walls of 6" to 8" thickness.
- SURFACES: Internal walls with a cement/gypsum based wall plaster finish, painted with tractor or equivalent emulsion paint. External walls with a double coat, if required, of sand faced cement plaster painted with waterproof paint.
- FLOORING: tiled flooring and skirting for the all areas (basic rate of tile Rs 400/ m<sup>2</sup>) or equivalent type of tiles. Skirting of the same material of 3" height. (furniture is not provided)
- SHUTTERS: front opening shall have an GI/ aluminum shutter of 18 gauge, finished with corrosion resistant paint.
- ELECTRICAL: 3-phase power with tri rated double insulated wire electric supply from the state Electricity Department and subject to their supply and the terms and conditions thereof. Each Shop will have two light points, one fan point, two 5 amps plug point and one 16 amps power point.




- COMMON WASHROOMS: The toilet block will consist of water closets and urinals. Each w/c, toilet shall be allocated for the use of 5 shops connected to the Government water supply.
- EXTERIOR & INTERIOR FINISHES: All external surfaces shall be painted with weatherproof paint; whereas all internal surfaces shall be painted with two coats of emulsion paint.
- WATER SUPPLY: Through G.I pipes/ HDPE pipe down take from an over head storage tank and ground level suction tank of adequate capacity, fed by the mains supply, augmented if and when necessary by water tankers to be paid for by the Association. Water supply from the State public Works Dept, subject to their supply and the terms and conditions thereof.



SCHEDULE II  
(Allotment Chart & Plans)  
(Attached herein)

Annexure 1 & 2  
(PAN card copies)

*J*

*[Signature]*

SCHEDULE II

(I - IX)

## ALLOTMENT CHART

Areas	Total S.B. Area : 1927.64 sq. mts. ( Shops= 389.90sq.mts + Flats = 1537.74 sq. mts.)				
	In Sq.mts	FIRST PARTY Share. (In Sq. Mts.)		SECOND PARTY Share. (In Sq. Mts.)	
Shops (389.88)	@ 40%	Allotted	@ 60%	Allotted	
Bldg. A Shops (commercial)	155.96	167.10	233.94	222.80	
Flats (residential) Bldg. A + B Area = 1537.73	615.09		922.63		
Bldg. A 569.28		284.64		284.64	
Bldg. B 968.46		322.82		645.64	
Total area allotted		607.46		930.28	



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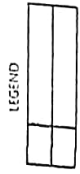
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DA-01  
SCHEDULE II

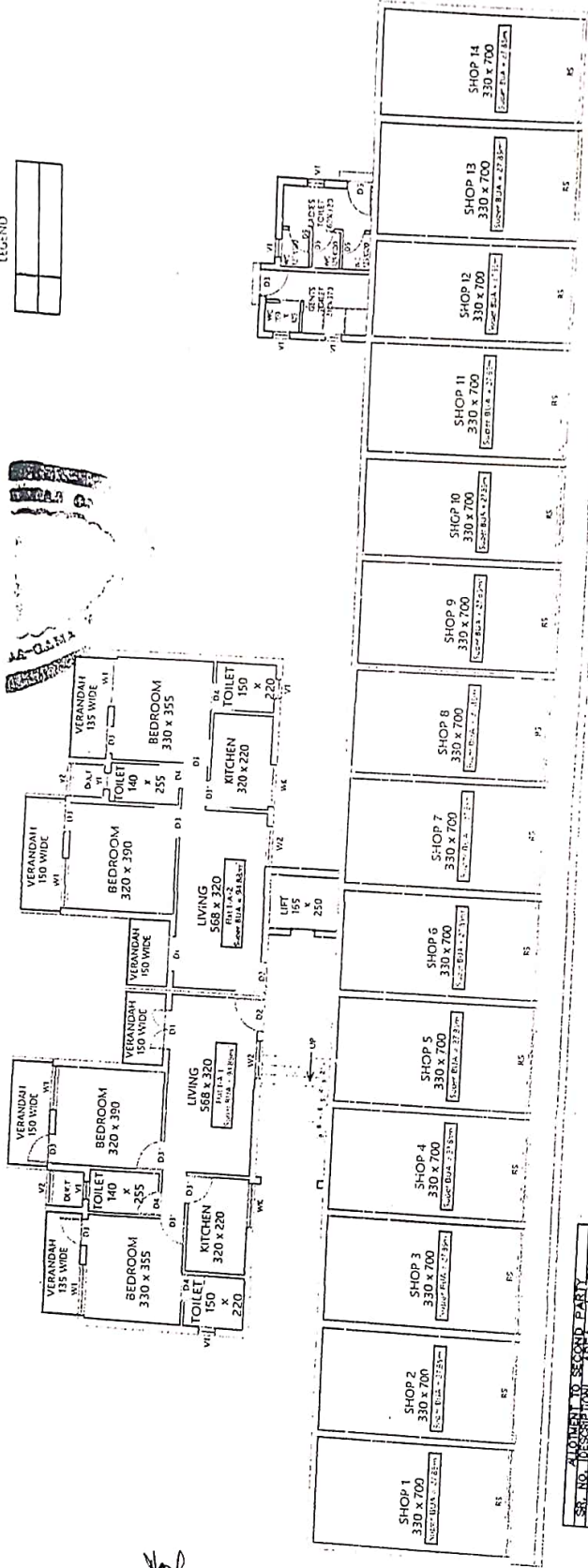
SCHEDULE II -		ALLOTMENT CHART UNIT WISE				OWNER	
Sr.No		DEVELOPER		BLOCK A		OWNER	
		GROUND FLOOR SHOPS	AREA	Allotted Area	SHOP	AREA	TOTAL AREA
1	SHOP NO.1		27.85m <sup>2</sup>	222.80m <sup>2</sup>	SHOP NO.9	27.85m <sup>2</sup>	167.10m <sup>2</sup>
2	SHOP NO.2		27.85m <sup>2</sup>		SHOP NO.10	27.85m <sup>2</sup>	
3	SHOP NO.3		27.85m <sup>2</sup>		SHOP NO.11	27.85m <sup>2</sup>	
4	SHOP NO.4		27.85m <sup>2</sup>		SHOP NO.12	27.85m <sup>2</sup>	
5	SHOP NO.5		27.85m <sup>2</sup>		SHOP NO.13	27.85m <sup>2</sup>	
6	SHOP NO.6		27.85m <sup>2</sup>		SHOP NO.14	27.85m <sup>2</sup>	
7	SHOP NO.7		27.85m <sup>2</sup>				
8	SHOP NO.8		27.85m <sup>2</sup>				
9	GROUND FLOOR		AREA	Allotted Area	FLAT	AREA	389.90m <sup>2</sup>
	FLAT 1-A-1		94.88m <sup>2</sup>		FLAT 1-A-2	94.88m <sup>2</sup>	
10	FIRST FLOOR		AREA		FLAT	AREA	
	FLAT 2-A-1		94.88m <sup>2</sup>		FLAT 2-A-2	94.88m <sup>2</sup>	
11	SECOND FLOOR		AREA		FLAT	AREA	
	FLAT 3-A-1		94.88m <sup>2</sup>	284.64m <sup>2</sup>	FLAT 3-A-2	94.88m <sup>2</sup>	569.28m <sup>2</sup>
				BLOCK B			
	GROUND FLOOR		AREA	Allotted Area	FLAT	AREA	
1	FLAT 1-B-1		104.91m <sup>2</sup>		FLAT 1-B-3	121.80m <sup>2</sup>	
2	FLAT 1-B-2		96.11m <sup>2</sup>		FLAT	AREA	
	FIRST FLOOR		AREA		FLAT 2-B-1	104.91m <sup>2</sup>	
1	FLAT 2-B-2		96.11m <sup>2</sup>		FLAT	AREA	
2	FLAT 2-B-3		121.80m <sup>2</sup>		FLAT 3-B-2	96.11m <sup>2</sup>	
	SECOND FLOOR		AREA				
1	FLAT 3-B-1		104.91m <sup>2</sup>				
	FLAT 3-B-3		121.80m <sup>2</sup>	645.64m <sup>2</sup>			968.46m <sup>2</sup>
						322.82m <sup>2</sup>	

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LEGEND



GROUND FLOOR PLAN - BUILDING A

ALLOWANCE TO SECOND PARTY		
Sr. No.	Description	TOTAL
1	SHOP NO. 1	27.85m <sup>2</sup>
2	SHOP NO. 2	27.85m <sup>2</sup>
3	SHOP NO. 3	27.85m <sup>2</sup>
4	SHOP NO. 4	27.85m <sup>2</sup>
5	SHOP NO. 5	27.85m <sup>2</sup>
6	SHOP NO. 6	27.85m <sup>2</sup>
7	SHOP NO. 7	27.85m <sup>2</sup>
8	SHOP NO. 8	27.85m <sup>2</sup>
9	SHOP NO. 9	27.85m <sup>2</sup>
10	FLAT 1-A-1	94.88m <sup>2</sup>
11	FLAT 2-A-1	94.88m <sup>2</sup>
		284.64m <sup>2</sup>

ALLOWANCE TO FIRST PARTY		
Sr. No.	Description	TOTAL
1	SHOP NO. 9	27.85m <sup>2</sup>
2	SHOP NO. 10	27.85m <sup>2</sup>
3	SHOP NO. 11	27.85m <sup>2</sup>
4	SHOP NO. 12	27.85m <sup>2</sup>
5	SHOP NO. 13	27.85m <sup>2</sup>
6	SHOP NO. 14	27.85m <sup>2</sup>
7	FLAT 1-A-2	94.88m <sup>2</sup>
8	FLAT 2-A-2	94.88m <sup>2</sup>
9	FLAT 3-A-2	94.88m <sup>2</sup>
		167.10m <sup>2</sup>

- NOTES:
1. THESE DRAWINGS ARE PRELIMINARY DRAWINGS, NOT FOR EXECUTION AT SITE.
  2. NO DIMENSIONS ARE TO BE SCALED OFF THIS DRAWING. ONLY PRINTED DIMENSIONS TO BE USED.
  3. ALL DIMENSIONS ARE IN CENTIMETERS UNLESS OTHERWISE SPECIFIED.

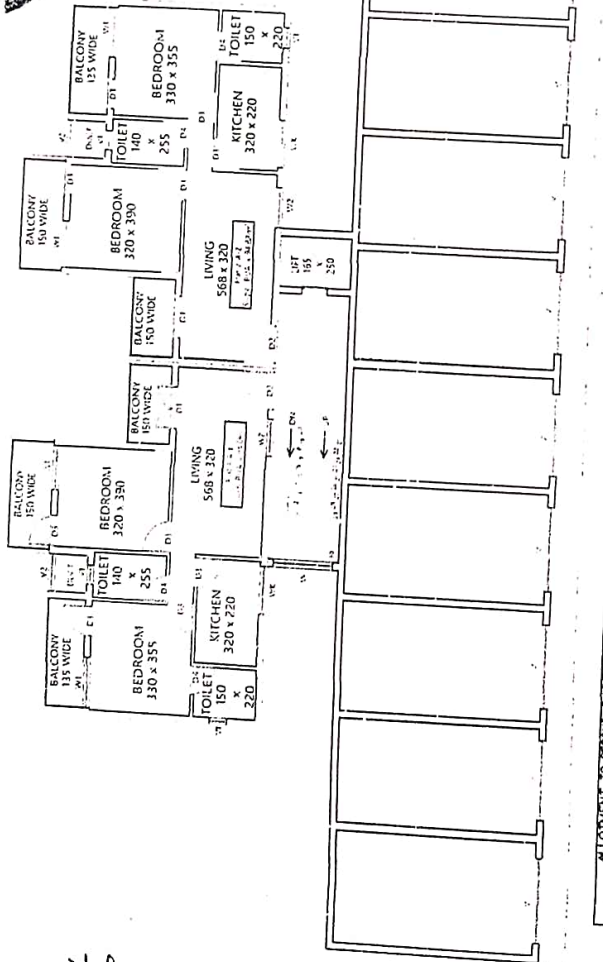
PURPOSE	DATE

SHEET NO:	S/001
PROJECT:	PROPOSED COMMERCIAL/RESIDENTIAL BUILDINGS UNDER SURVEY NO. 123 (PART) OF VILLAGE AROSSIM, TALUKA HIRAHOLE, GUL.
OWNER:	MRS. MARLENE COSTA MARTINS
SHEET TITLE:	SUPER BUILT UP AREAS - GROUND FLOOR - BUILDING A.

PROJECT NO:	1202
SCALE:	1:100
DRAWN BY:	L.F.F.
CHECKED BY:	K.B.N.
APPROVED BY:	P.B.N.
STAGE:	PRELIMINARY

CONSULTANT:  
**PASCOAL BARBOSA NORONHA**  
 B.Sc. BE(CIVIL), M.E., P.E., F.A.I. (MADRAS), M.A.(S)  
 Structural and Architectural Consultants  
 141 Park Road, Madhavaram, Chennai - 600 030  
 India, Mysore - 570 001 Near Bank of  
 Ph: (0832) 2737027, Mobile No:  
 974234977  
 Email ID: pascoalbarbosa@gmail.com

LEGEND



FIRST FLOOR PLAN - BUILDING A

Sr. No.	Description	Area	Total
1	SHOP NO. 1	27.85m <sup>2</sup>	
2	SHOP NO. 2	27.85m <sup>2</sup>	
3	SHOP NO. 3	27.85m <sup>2</sup>	
4	SHOP NO. 4	27.85m <sup>2</sup>	
5	SHOP NO. 5	27.85m <sup>2</sup>	
6	SHOP NO. 6	27.85m <sup>2</sup>	
7	SHOP NO. 7	27.85m <sup>2</sup>	
8	SHOP NO. 8	27.85m <sup>2</sup>	
9	FLAT 1-A-1	84.85m <sup>2</sup>	
10	FLAT 2-A-1	84.85m <sup>2</sup>	
11	FLAT 3-A-1	84.85m <sup>2</sup>	
			222.80m <sup>2</sup>

Sr. No.	Description	Area	Total
1	SHOP NO. 9	27.85m <sup>2</sup>	
2	SHOP NO. 10	27.85m <sup>2</sup>	
3	SHOP NO. 11	27.85m <sup>2</sup>	
4	SHOP NO. 12	27.85m <sup>2</sup>	
5	SHOP NO. 13	27.85m <sup>2</sup>	
6	SHOP NO. 14	27.85m <sup>2</sup>	
7	FLAT 2-A-2	84.85m <sup>2</sup>	
8	FLAT 2-A-3	84.85m <sup>2</sup>	
9	FLAT 3-A-2	84.85m <sup>2</sup>	
10	FLAT 3-A-3	84.85m <sup>2</sup>	
11	FLAT 3-A-4	84.85m <sup>2</sup>	
			284.94m <sup>2</sup>

- NOTES:
1. THESE DRAWINGS ARE PRELIMINARY. CHANGES, NOT FOR EXECUTION AT SITE.
  2. NO DIMENSIONS ARE TO BE SCALED OFF THIS DRAWING.
  3. ONLY PRINTED DIMENSIONS TO BE READ.
  4. ALL DIMENSIONS ARE IN CENTIMETERS UNLESS OTHERWISE SPECIFIED.

PURPOSE	DATE	REVISION

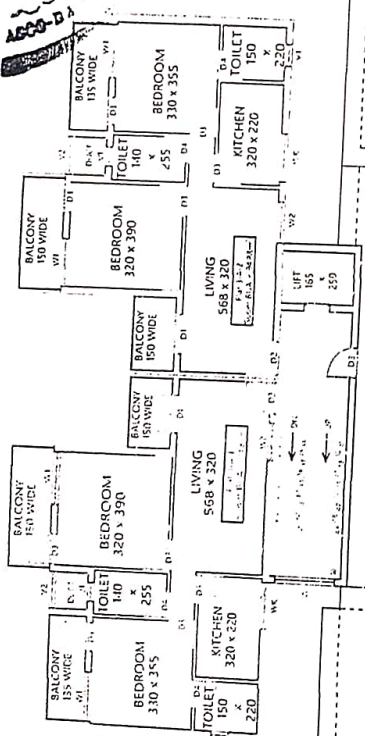
SHEET NO: S/002  
 SHEET TITLE: SUPER BUILT UP AREAS - FIRST FLOOR - BUILDING A

PROJECT: PROPOSED COMMERCIAL/RESIDENTIAL BUILDING SURVEY NO. 125/6 (PART) OF VALUE ADJUSTMENT MAP, MALUKA MURUBAGAO, GOA.  
 OWNER: MRS. MARLENE COSTA MARTINS

PROJECT NO: 1702  
 SCALE: N.T.S.  
 DRAWN BY: L.J.F.  
 CHECKED BY: K.B.K.  
 APPROVED BY: P.B.M.  
 STAGE: PRELIMINARY

CONSULTANT:  
 PASCOAL BARBOSA MORONHA  
 82C, BELOM, U.S. 230, MALUKA MURUBAGAO, GOA.  
 Civil, Structural and Architectural Consultant  
 India, Mumbai, Maharashtra  
 Ph: (0832) 2737027, Mobile No: 982123497  
 Email Id: pascoalbarbosa@gmail.com

LEGEND



Sr. No.	Description	Area	Total
1	SHOP NO. 1	27.85m <sup>2</sup>	
2	SHOP NO. 2	27.85m <sup>2</sup>	
3	SHOP NO. 3	27.85m <sup>2</sup>	
4	SHOP NO. 4	27.85m <sup>2</sup>	
5	SHOP NO. 5	27.85m <sup>2</sup>	
6	SHOP NO. 6	27.85m <sup>2</sup>	
7	SHOP NO. 7	27.85m <sup>2</sup>	
8	SHOP NO. 8	27.85m <sup>2</sup>	
9	FLAT 1-A-1	94.85m <sup>2</sup>	
10	FLAT 2-A-1	94.85m <sup>2</sup>	
11	FLAT 3-A-1	94.85m <sup>2</sup>	
			284.64m <sup>2</sup>

SECOND FLOOR PLAN - BUILDING A

Sr. No.	Description	Area	Total
1	SHOP NO. 9	27.85m <sup>2</sup>	
2	SHOP NO. 10	27.85m <sup>2</sup>	
3	SHOP NO. 11	27.85m <sup>2</sup>	
4	SHOP NO. 12	27.85m <sup>2</sup>	
5	SHOP NO. 13	27.85m <sup>2</sup>	
6	SHOP NO. 14	27.85m <sup>2</sup>	
7	FLAT 1-A-2	94.85m <sup>2</sup>	
8	FLAT 2-A-2	94.85m <sup>2</sup>	
9	FLAT 3-A-2	94.85m <sup>2</sup>	
			167.10m <sup>2</sup>

NOTES:  
 1. THESE DRAWINGS ARE PRELIMINARY DRAWINGS, NOT FOR EXECUTION AT SITE.  
 2. NO DIMENSIONS ARE TO BE SCALED OFF THIS DRAWING.  
 3. ALL PRINTED DIMENSIONS TO BE RECORDED.  
 4. ALL DIMENSIONS ARE IN CENTIMETERS UNLESS OTHERWISE SPECIFIED.

PURPOSE

DATE

SHEET NO:

S/003

PROJECT: PROPOSED COMMERCIAL/RESIDENTIAL BUILDINGS (PART) OF VILLAGE AROSSIM, TALUKA MORNUGAO, GOA.

PROJECT NO: 1202

SCALE: N.T.S.

DRAWN BY: L.L.F.

CHECKED BY: K.B.N.

APPROVED BY: P.B.N.

STAGE: PRELIMINARY

CONSULTANT:

PASCOAL BARBOSA NORONHA  
 CIVIL ENGINEER, I.E., F.I.E., I.A.S.(C), M.A.C.I.O.  
 1st Floor, Ashok Bhawan, Architectural Consultants  
 India, Marvao-Coo. 403501  
 Ph: 02023272737, 2737027, Mobile No: 9820232737  
 Email ID: pascoalbarbosa@gmail.com

OWNER: MRS. MARLENE COSTA MARTINS  
 SUPER BUILT UP AREAS - SECOND FLOOR - BUILDING A.

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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	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

MACROPHYSICIAN REGISTERED

1. This is to certify that the above named person is a  
 2. duly qualified person for the purpose of the  
 3. Act and is entitled to practice as a  
 4. Macrophysician in the State of  
 5. Victoria.

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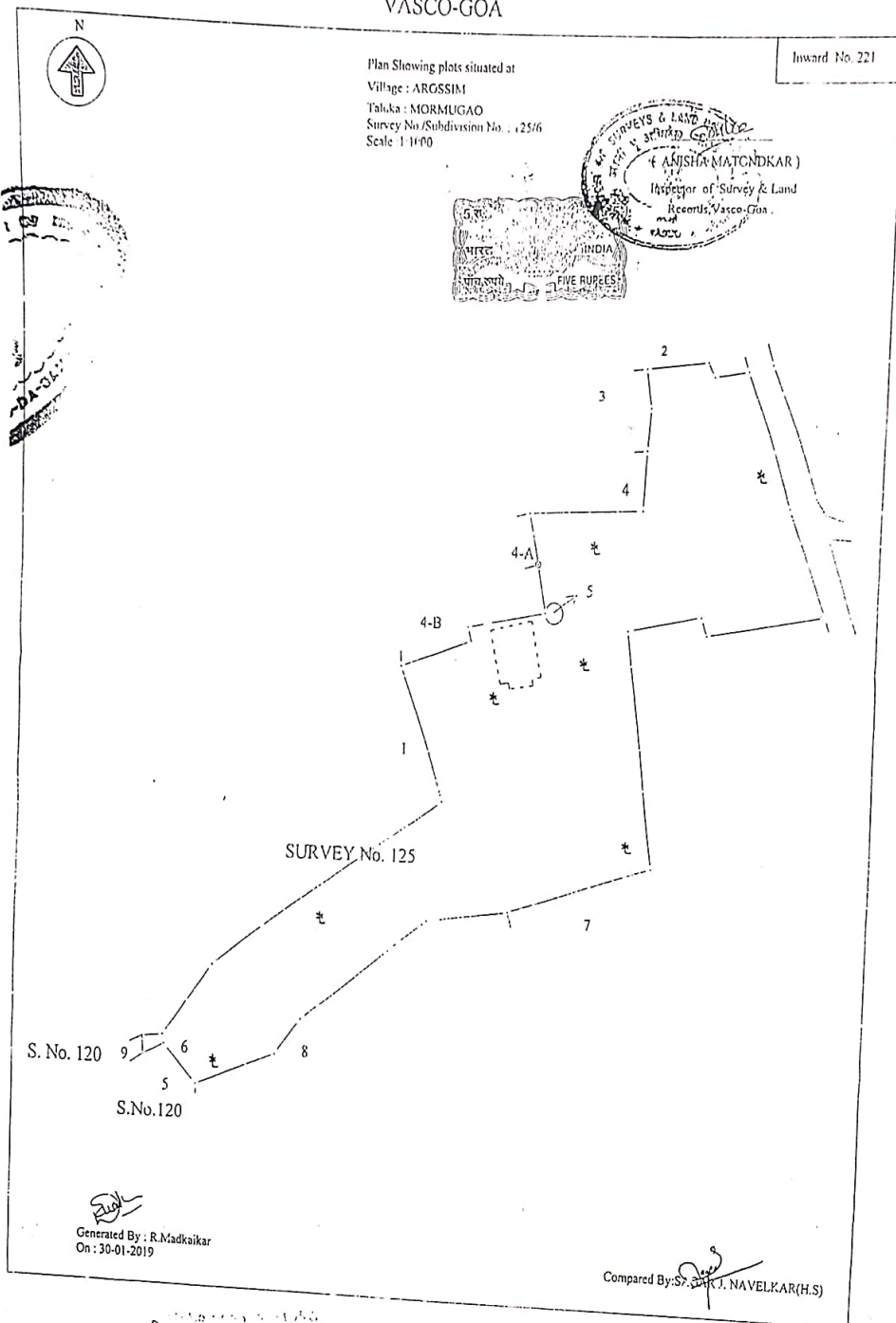




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GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
VASCO-GOIA




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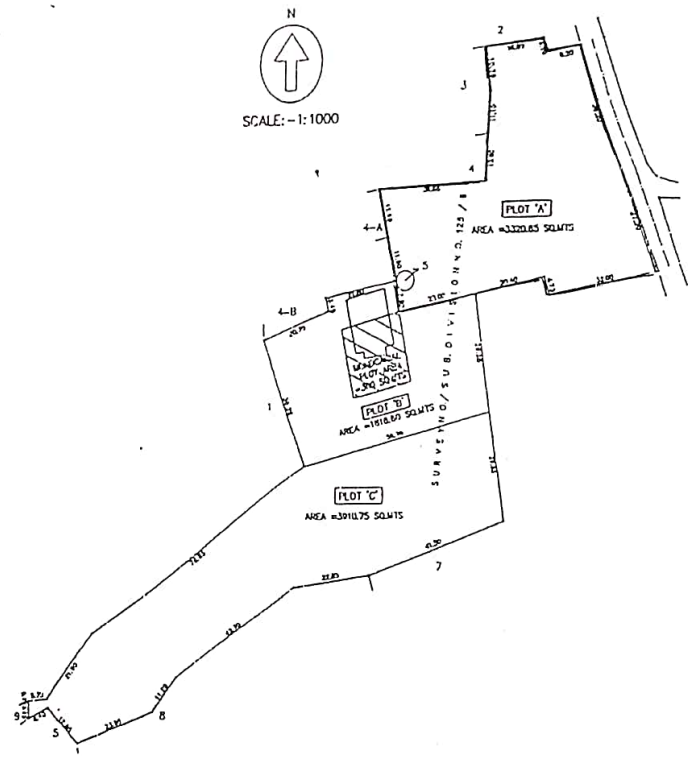
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PLAN SHOWING PLOTS UNDER PROPERTY BEARING SURVEY NO./ SUB DIVISION NO. 125/6 OF VILLAGE AROSSIM, TALUKA MORMUGAO, GOA.

AREA OF PLOT BEARING SURVEY NO./ SUB DIVISION NO. 125/6	= 9350.00 SQ.MTS
□ AREA OF PLOT 'A' UNDER SURVEY NO./ SUB DIVISION NO. 125/6	= 3320.65 SQ.MTS
□ AREA OF PLOT 'B' UNDER SURVEY NO./ SUB DIVISION NO. 125/6	= 1818.60 SQ.MTS
□ AREA OF PLOT 'C' UNDER SURVEY NO./ SUB DIVISION NO. 125/6	= 3910.75 SQ.MTS
▨ AREA UNDER MUNDKARIAL RIGHT UNDER SURVEY NO./ SUB DIVISION NO. 125/6	= 300.00 SQ.MTS

30-DA-3

N  
  
 SCALE: -1:1000



*Map*

*J*

60

आयकर विभाग  
INCOME TAX DEPARTMENT  
MARLENE COSTA MARTINS  
CRISTOVAM FURTADO  
19/05/1945  
Permanent Account Number

भारत सरकार  
GOVT. OF INDIA



*Marlene Costa Martins*  
Signature

ANNEXURE - 1



*HP*

*Jc*

61

ANNEXURE - 2'



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*Je*

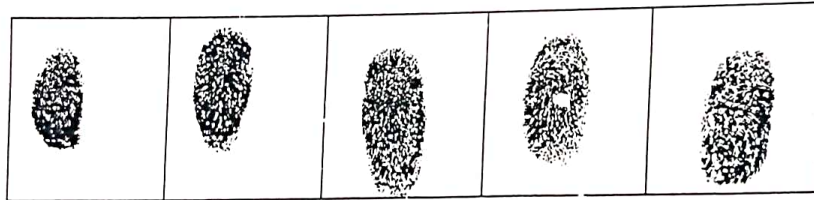
IN WITNESS WHEREOF this Agreement is made on the day first above mentioned and the parties hereto have set and affixed their respective photographs and signatures in the presence of Witnesses.

THE FIRST PARTY:

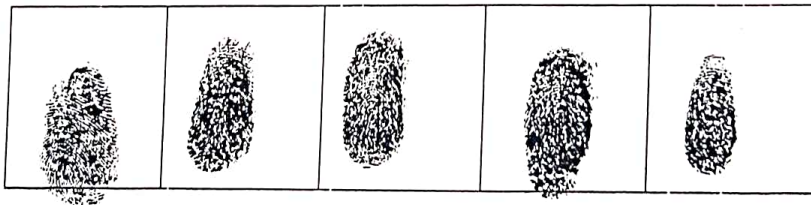


*Marlene Costa Martins*

Mrs. Marlene Costa Martins



Left hand finger print impressions



Right hand finger print impressions

*[Handwritten signature]*

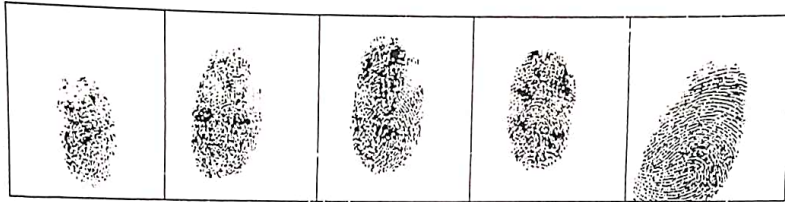
*[Handwritten signature]*

THE SECOND PARTY:

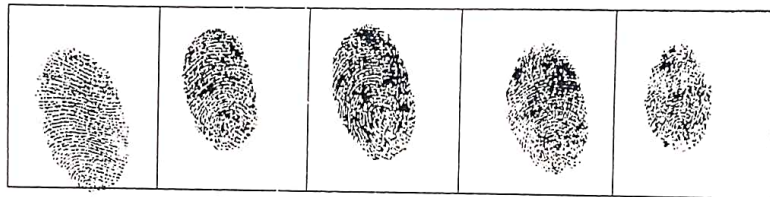


*L.S.P.*

Mr. Ignatius Anthony Joseph Barreto  
Pereira alias Ignatius Tony Pereira,



Left hand finger print impressions



Right hand finger print impressions

*[Signature]*

*[Signature]*





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 28-Mar-2022 04:03:07 pm

Document Serial Number :- 2022-MOR-525

Presented at 12:26:22 pm on 28-Mar-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	1032500
2	Registration Fee	588280
3	Processing Fee	1880
<b>Total</b>		<b>1722660</b>

Stamp Duty Required :1032500/-

Stamp Duty Paid : 1032500/-

Presented







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ignatius Anthony Joseph Barreto Pereira ,Father Name:Cirlaco Pereira, Age: 57, Marital Status: Married , Gender: Male, Occupation: Business, Address1 - 221 E Casa Del Sol Beach Street Pacheco Waddo Majorda Goa, Address2 - , PAN No.			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Ignatius Anthony Joseph Barreto Pereira , Father Name:Cirlaco Pereira, Age: 57, Marital Status: Married , Gender: Male, Occupation: Business, 221 E Casa Del Sol Beach Street Pacheco Waddo Majorda Goa, PAN No.:			
2	Marlene Costa Martins , Father Name:Cristovam Furtado, Age: 75, Marital Status: Widow , Gender: Female, Occupation: Housewife, H no 844, Punzal, Assolha, Salcele, PAN No.:			

Witness:

I/We individually/Collectively recognize the Purchaser, Developer,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Gisela Cristina Gomes Fernandes, Age: 40, DOB: 1981-06-08, Mobile: 9390297821, Email: giselafernandes8@yahoo.com, Occupation: Advocate, Marital status: Married, Address: 403708, HNo 290/1 3 ward Colva Salcete Goa, HNo 290/1 3 ward Colva, Salcete, SouthGoa, Goa			
2	Name: Crisanto Fernandes, Age: 67, DOB: 1954-10-22, Mobile: 9822180063, Email: advocatocrisanto@gmail.com, Occupation: Advocate, Marital status: Unmarried, Address: 403708, Sernabatim Salcete Goa, Sernabatim Salcete Goa, Sernabatim, Salcete, SouthGoa, Goa			



Sub Registrar  
**REGISTRAR**  
**MORMUGAO**

Document Serial Number :- 2022-MOR-525

Document Serial No:-2022-MOR-525

Book :- 1 Document Registration Number :- MOR-1-506-2022 Date : 28-Mar-2022
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Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Mormugoa)

**SUB - REGISTRAR**  
**MORMUGAO**

