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A OTIZENOHLDIT Authorised Signatory



#### AGREEMENT FOR DEVELOPMENT AND SALE

THIS Agreement is executed in the City of Panjim on this 29th day of April, 2022.

And is nometer Bour

#### BETWEEN

(1) MRS. CHRISTY URSULA DE SOUZA, daughter of Francisco Ursula de Souza, married, 29 years of age, housewife, Indian national, holding PAN Card No. ', resident of Flat No. 2A - 4, 2nd Floor, L & L Odyssey Building, Margao, Salcette Goa and her husband;

(2) MR. MACKENROY SHELTON FERNANDES, son of Silvestre Laurente Fernandes, 32 years, service, Indian National, holder of PAN Card No. , resident of H. No. 904, Zuzegal Cuncolim, South Goa. AND

(3) MR. FRANCISCO BERNARDO TOLENTINO PEREGRINO DA FATIMA URSULA DE SOUZA alias FRANCISCO URSULA DE SOUZA, son of late Francisco Xavier Ursula de Souza alias Francisco Xavier Ursula De Sousa, 70 years of age, retired, Indian national, holding PAN Card No. , and his wife;

(4) MRS. OLINDA PEREIRA alias OLINDA PEREIRA URSULA DESOUZA, daughter of late Rozario Pereira, 65 years of age, retired, Indian national, holding PAN Card No. , both residents of L Odyssey Building Block A, Flat No. 2A-4, second floor, NH-17, Rativate, Nevelim, Salcete –Goa.

(6) MR. PATRICK ELEUTERIO FERNANDES, son of Mr. Antonio Nery Francisco Fernandes, 70 years of age, retired, Indian national, holding holding Aadhaar Card No.
both residents of H. No. E-262, Dr. Cunha Gonsalves Road-Gea.

(7) MR. ALITO BOAVENTURA URSULA DE SOUZA alias ALITO BOAVENTURA URSULA D'SOUZA son of late Francisco Xavier Ursula de Souza alias Francisco Xavier Ursula De Sousa, 65 years of age, retired, Indian national, holding Audhaur Card No. , and his wife;

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(8) MRS. SHEILA MOHANTY alias SHEILA JUDITH URSULA DSOUZA, daughter of Dr. Shanta Sundar Mohanty, 61 years of age, married, service, Indian National, holding PAN Card No. I, both residents of 11. No. E-262, Dr. Cunha Gonsalves Road, Panaji-Goa., hereinafter called the OWNERS/SELLERS (which expression shall unless repugnant to the context or meaning thereof be deemed to include their hcirs, executors, administrators and assigns ) of the FIRST PART;

#### AND

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TOQUE REAL INFRATECH PVT. LTD. a company registered under the company's act 1956 registered under Corporate Identity No. U45200GA2020PTC014550 and having its registered office at H. No. 724/F2, St. Agostinho, Santa Cruz, North Goa, India, having PAN Card No. , herein represented under Resolution No. TR/MOP/03

Dated 18/12/2021 by its Director and authorized signatory MR. RYAN BOSCO DE SOUZA, aged 46 years, son of late Remedios Santana Correia de Souza, married, Engineer, resident of H. No. 559, Ubo Dando, St. Cruz, Tiswadi, Goa, Indian national, holder of PAN Card No. hereinafter referred to as the DEVELOPER/PURCHASER (Which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in title, administrators, executors and assignees) of the SECOND PART.

AND WHEREAS the PARTY No. 2 is represented herein by his duly constituted Power of Attorney holder his wife MRS. CHRISTY URSULA DE SOUZA, holding PAN Card No. , the PARTY NO. 1 herein vide Power of attorney dated 9/09/2021 registered under no. 869/21 dated 09/09/2021 before the Notary Shantaram V. Kudchadkar.

AND WHEREAS the PARTY No. 4 is represented herein by her duly constituted Power of Attorney holder her husband MR. FRANCISCO BERNARDO TOLENTINO PEREGRINO DA FATIMA URSULA DE SOUZA alias FRANCISCO URSULA DE SOUZA, the PARTY NO. 3 ,PAN Card No.

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23/01/2015 registered under no. 64/15 dated 23/01/2015 before the Notary Philomena De Silva.

WHEREAS there exists a property known as 'DIAS PACOS DO M. BHAT", bearing survey No. 9/2 of Village Morombi-o-Pequeno, in the Taluka of Tiswadi, District of North Goa, State of Goa, admeasuring 1889 sq. mts. bounded as under:

On the East: by nallah and boundary of village Morambi-o-Grande;

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On the west: by property bearing Survey No. 9/1 of village Morambi-o-Pequeno;

On the north: by property bearing Survey No. 8 of village Morambi-o Pequeno;

On the south: by property bearing Survey No. 9/3 of village Morambi-o-Pequeno. (Hereinafter referred to as the "ENTIRE PROPERTY").

AND WHEREAS the "Entire Property" originally stood inscribed in the name of TRANCISCO XAVIER URSULA DE SOUZA, married to Maria Mena de Ponseca Mendonca e Souza vide inscription No. 1964.

AND WHEREAS the said original owner FRANCISCO XAVIER URSULA DE SOUZA ALIAS FRANCISCO XAVIER URSULA DE SOUSA expired on 2/11/1966 leaving behind his widow MARIA MENA DA FONSECA MENDONCA E SOUSA and the following children

a) MR. JERONIMO DAMIAO CAETANO GILBERTO URSULA DE SOUZA alias JERONIMO DAMIAO CAETANO GILBERTO URSULA DE SOUSA alias GILBERTO URSULA DE SOUSA.

b) MR. FRANCISCO BERNARDO TOLENTINO PEREGRINO DA FATIMA URSULA DE SOUZA alias FRANCISCO URSULA DE SOUZA.

c) MRS. LILIA BERENICE DA PIEDADE URSULA DE SOUZA alias LILIA BERENICE DA PIEDADE URSULA DE SOZA alias LILIA DSOUSA FERNANDES.

Succession

d) MR. ALITO BOAVENTURA URSULA DE SOUZA alias ALITO BOAVENTURA URSULA D'SOUZA.

e) MARIO DO PERPETUO SUCORRO URSULA DE SOUZA

f) CHICO XAVIER URSULA DE SOUZA.

g) JUDITH BEATRIZ TUSNELDA VITORIA LOBO E SOUZA.

h) ANTONIO JOSE AUGUSTO URSULA FONSECA MENDONCA DE SOUZA.

AND WHEREAS JUDITH BEATRIZ TUSNELDA VITORIA LOBO E SOUZA expired in the status of spinster on 28/08/2011 and the son ANTONIO JOSE AUGUSTO URSULA FONSECA MENDONCA DE SOUZA and his wife VERONICA MILAGRINA LUIS E FERNANDES expired on 18/5/1994 and 26/3/2013 respectively without any issues.

AND WHEREAS the widow of FRANCISCO XAVIER URSULA DE SOUZA ALIAS FRANCISCO XAVIER URSULA DE SOUSA, i.e MARIA MENA DA FONSECA MENDONCA E SOUSA expired on 14/2/1997 and upon her death a deed of succession dated 5<sup>th</sup> June 2017 published in the official Gazette dated 8th June 2017, whereby the following cluster along with their respective spouses were declared the universal here of FRANCISCO XAVIER URSULA DE SOUZA and MARIA MENA DA FONSECA MENDONCA E SOUSA namely :

a) MR JERONIMO DAMIAO CAETANO GILBERTO URSULA DE SOUZA alias JERONIMO DAMIAO CAETANO GILBERTO URSULA DE SOUSA alias GILBERTO URSULA DE SOUSA and his wife MRS. IVY ELISABETH DOMINICA MARIA DE FATIMA CARVALHO alias IVY ELIZABETH DOMINICA MARIA DE FATIMA CARVALHO DE SOUSA alias IVY ELIZABETH DE SOUSA alias IVY CARVALHO DE SOUSA.

b) MR. FRANCISCO BERNARDO TOLENTINO PEREGRINO DA FATIMA URSULA DE SOUZA alias FRANCISCO URSULA DE SOUZA and his wife OLINDA PEREIRA alias OLINDA PEREIRA URSULA DESOUZA.

c) MRS. LILIA BERENICE DA PIEDADE URSULA DE SOUZA alias LILIA BERENICE DA PIEDADE URSULA DE SOZA alias LILIA DSOUSA FERNANDES and her husband MR. PATRICK ELEUTERIO FERNANDES.

d) MR. ALITO BOAVENTURA URSULA DE SOUZA alias ALITO BOAVENTURA URSULA D'SOUZA and his wife MRS. SHEILA MOHANTY alias SHEILA JUDITH URSULA DSOUZA.

e) MARIO DO PERPETUO SUCORRO URSULA DE SOUZA expired hence his wife FATIMA OLINDA REBELO DA SILVEIRA and Children OMAR ILLROY FRANCISCO DA SILVEIRA URSULA DE SOUZA and MUNIRA LYNSEY MENA DA SILVEIRA URSULA DE SOUZA along with her Husband DENZYL JOEL D'SILVA.

f) CHICO XAVIER URSULA DE SOUZA and his wife ROSA MARIA REBELO DA SILVEIRA.

AND WHEREAS after the drawing of the DEED OF SUCCESSION dated 5<sup>th</sup> June 2017 published in the official Gazette dated 8th June 2017, there was a "DEED OF FAMILY SETTLEMENT" dated 21/2/2017 registered under No.PNJ-BK1-02293-2017 CD No. PNJD59 on 18 /9/2017 before the Sub Registrar Tiswadi, Panaji-Goa whereby the heirs of FRANCISCO XAVIER URSULA DE SOUZA and MARIA MENA DA FONSECA MENDONCA E SOUSA namely:

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i) MR\_IERONIMO DAMIAO CAETANO GILBERTO URSULA DE SOUZA-alias TEONIMO DAMIAO CAETANO GILBERTO URSULA DE SOUSA alias GILBERTO URSULA DE SOUSA and his wife MRS. IVY ELISABETH DOMINICA MARIA DE FATIMA CARVALHO alias IVY ELIZABETH DOMINICA MARIA DE FATIMA CARVALHO DE SOUSA alias IVY ELIZABETH DE SOUSA alias IVY CARVALHO DE SOUSA

ii) MR. FRANCISCO BERNARDO TOLENTINO PEREGRINO DA FATIMA URSULA DE SOUZA alias FRANCISCO URSULA DE SOUZA and his wife OLINDA PEREIRA alias OLINDA PEREIRA URSULA DESOUZA.

iii) MRS. LILIA BERENICE DA PIEDADE URSULA DE SOUZA alias LILIA BERENICE DA PIEDADE URSULA DE SOZA alias LILIA DSOUSA FERNANDES and her husband MR. PATRICK ELEUTERIO FERNANDES.

iv) MR. ALITO BOAVENTURA URSULA DE SOUZA alias ALITO BOAVENTURA URSULA D'SOUZA and his wife MRS. SHEILA MOHANTY alias SHEILA JUDITH URSULA DSOUZA were allotted the

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"ENTIRE PROPERTY" by dividing the same in Plots, description of which is written hereunder:

a) ALL that PLOT "A" allotted to MRS. LILIA BERENICE DA PIEDADE URSULA DE SOUZA alias LILIA BERENICE DA PIEDADE URSULA DE SOZA alias LILIA DSOUSA FERNANDES and her husband MR. PATRICK ELEUTERIO FERNANDES admeasuring 421 sq.mts.

b) ALL that PLOT "B" allotted to MR. ALITO BOAVENTURA URSULA DE SOUZA alias ALITO BOAVENTURA URSULA D'SOUZA and his wife MRS. SHEILA MOHANTY alias SHEILA JUDITH URSULA DSOUZA admeasuring 421 sq.mts.

c) All that PLOT "C" allotted to MR. FRANCISCO BERNARDO TOLENTINO PEREGRINO DA FATIMA URSULA DE SOUZA alias FRANCISCO URSULA DE SOUZA and his wife OLINDA PEREIRA alias OLINDA PEREIRA URSULA DESOUZA admensuring 419 sq.mts

d) All that PLOT "D" was allotted to MR. JERONIMO DAMIAO CAETANO GILBERTO URSULA DE SOUZA alias JERONIMO DAMIAO CAETANO GILBERTO URSULA DE SOUSA alias GILBERTO URSULA DE SOUSA and his wife MRS. IVY ELISABETH DOMINICA MARIA DE FATIMA CARVALHO alias IVY ELIZABETH DOMINICA MARIA DE FATIMA CARVALHO DE SOUSA alias IVY ELIZABETH DE SOUSA alias IVY CARVALHO DE SOUSA admeasuring 419 sq.mts. (Hereinafter referred to as the "SAID PLOTS").

AND WHEREAS the PLOT "D" allotted to MR. JERONIMO DAMIAO CAETANO GILBERTO URSULA DE SOUZA alias JERONIMO DAMIAO CAETANO GILBERTO URSULA DE SOUSA alias GILBERTO URSULA DE SOUSA and his wife MRS. IVY ELISABETH DOMINICA MARIA DE FATIMA CARVALHO alias IVY ELIZABETH DOMINICA MARIA DE FATIMA CARVALHO DE SOUSA alias IVY ELIZABETH DE SOUSA alias IVY CARVALHO DE SOUSA. admeasuring 419 sq.mts was sold vide Deed of Sale dated 10/6/2021, registered under no.PNJ-1-1350-2021 dated 16/6/2021 before the Sub Registrar, Tiswadi –Goa to the OWNER No. 1 herein.

AND WHEREAS there was a discrepancy which crept up as regards the area reserved as road which was not allotted to the heirs in the Deed of Family Settlement which discrepancy was duly rectified and confirmed by

executing a DEED OF <u>RECTIFICATION</u> dated 16th November,2021 registered before the Sub Registrar Tiswadi Taluka under Book No. 1 Document under registration No. PNJ-1-2888-2021 dated 28/12/2021.

AND WHEREAS it has been represented by the OWNERS/SELLERS that they have title, right and interest in the "ENTIRE PROPERTY" by virtue of the Deed of FAMILY SETTLEMENT, DEED OF SALE AND DEED OF RECTIFICATION dated 21/2/2017, 10/6/2021 and 16/11/2021 respectively.

AND WHEREAS the OWNERS/SELLERS are desirous of granting onto the DEVELOPER/PURCHASER for the development and construction on the "ENTIRE PROPERTY" with subsequent transfer of the "ENTIRE PROPERTY" to the DEVELOPER/PURCHASER or to the nominees of the DEVELOPER/PURCHASER as per the terms and conditions of this agreement.

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AND WHEREAS it has been mutually agreed by and between the parties hereto that the DEVELOPER/PURCHASER in consideration of the "ENTIRE PROPERTY" granted to the DEVELOPER / PURCHASER by the OWNERS SELLERS shall build and construct and allot to the OWNERS/SELLERS ready for occupation and along with occupancy certificate issued by the Village Panchayat of Merces, built-up areas in the following manner:

a) 1(one) 2 BHK flat admeasuring 90 sq.mts super-built up area in the proposed building, together with 1 (one) covered parking space on the ground floor to the OWNER NOS. 1 and 2.

b) 1(onc) 2 BHK flat admcasuring 90 sq.mts super-built up area in the proposed building, together with 1 (one) covered parking space on the ground floor to the OWNER NOS. 3 and 4.

c) 2 (two) semi-detached (three bedroom with attached bathroom) residential units admeasuring 130 sq.mts each, totally admeasuring an area of 260 sq.mts super per-built area to be constructed on Plot A situated in the ENTIRE PROPERTY to the OWNER NOS. 5 and 6 along with two car parks.

d) 1(one) 2 BHK flat admeasuring 90 sq.mts super built up area in the proposed building, together with 1 (one) covered parking space on the ground floor to the OWNER NOS. 7 and 8;

which flats and residential units agreed to be built by the Developer in consideration for development of the "ENTIRE PROPERTY" to the OWNERS herein above mentioned are hereinafter referred to as the "RESERVED PREMISES" in the building proposed to be constructed in the property known as "DIAS PACOS DO M. BHAT", bearing survey No. 9/2 of Village Morombi-o-Pequeno, in the Taluka of Tiswadi, District of North Goa, State of Goa, admeasuring 1889 sq.mts bounded as under:

On the East: by nallah and boundary of village Morambi-o-Grande;

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On the west: by property bearing Survey No. 9/1 of village Morambi-o-Pequeno;

On the north: by property bearing Survey No. 8 of village Morambi-o-Pequeno;

On the south: by property bearing Survey No. 9/3 of village Morambi-o-Pequeno along with proportionate undivided share therewith. The "RESERVED PREMISES" shall be constructed as per approved plan subject to approvals/order to be obtained from Town and Country Planning and Construction license to be issued by the Village Panchayat.

AND WHEREAS the particulars of the "RESERVED PREMISES" to be constructed and allotted to the OWNERS/SELLERS is set out in SCHEDULE II herein under written. The specifications of the "RESERVED PREMISES" are more particularly described in SCHEDULE III herein under written.

AND WHEREAS it has been mutually agreed by and between the parties hereto that this Agreement of Sale and development shall be executed as per the terms and conditions herein.

AND WHEREAS it has been mutually agreed that the consideration agreed herein to the OWNERS/SELLERS by the DEVELOPER/PURCHASER represents fair market value of the ownership of the OWNERS/SELLERS of the "ENTIRE PROPERTY".

## NOW THEREFORE THIS AGREEMENT OF SALE AND DEVELOPMENT WITNESSETH AS FOLLOWS:

1) The OWNERS/SELLERS shall sell and transfer to the ownership of the DEVELOPER/PURCHASER or to the nominces of the DEVELOPER/PURCHASER the right of ownership of the ENITRE PROPERTY for the total consideration as follows:-

a) 1(one) 2 BHK flat admeasuring 90 sq.mts super-built up area in the proposed building, together with 1 (one) covered parking space on the ground floor to the OWNER NOS.1 and 2;

b) 1(one) 2 BHK flat admeasuring 90 sq.mts super-built up area in the proposed building, together with 1 (one) covered parking space on the ground floor to the OWNER NOS.3 and 4;

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c) 2 (two) semi-detached (three bedroom with attached bathroom) residential units admeasuring 130 sq.mts each, totally admeasuring an area of 260 sq.mts super per-built area to be constructed on Plot A situated in the ENTIRE PROPERTY to the OWNER NOS. 5 and 6 along with two car parks.

d) tione) 2 BHK flat admeasuring 90 sq.mts super-built up area in the profited obuilding, together with 1 (one) covered parking space on the ground floor to the OWNER NOS. 7 and 8;

which flats and residential units agreed to be built by the Developer in consideration for development of the "ENTIRE PROPERTY" to the OWNERS herein above mentioned are hereinafter referred to as the "RESERVED PREMISES" in the building proposed to be constructed in the property known as "DIAS PACOS DO M. BHAT", bearing survey No. 9/2 of Village Morombi-o-Pequeno, in the Taluka of Tiswadi, District of North Goa, State of Goa, admeasuring 1889 sq.mts bounded as under:

On the East: by nallah and boundary of village Morambi-o-Grande;

On the west: by property bearing Survey No. 9/1 of village Morambi-o-Pequeno;

On the north: by property bearing Survey No. 8 of village Morambi-o-Pequeno;

On the south: by property bearing Survey No. 9/3 of village Morambi-o-Pequeno along with proportionate undivided share therewith. The

"RESERVED PREMISES" shall be constructed as per approved plan subject to approvals/order to be obtained from Town and Country Planning and Construction license to be issued by the Village Panchayat.

The particulars of the "RESERVED PREMISES" to be constructed and allotted to the OWNERS/SELLERS is set out in SCHEDULE II herein under written. The specifications of the RESERVED PREMISES are more particularly described in SCHEDULE III herein under written and shall be constructed along with other flats, shops, godowns, garages etc. to be sold to other prospective clients in the ENTIRE PROPERTY mentioned hereinabove.

2) The OWNERS/SELLERS in consideration of the DEVELOPERS agreeing to develop, construct and grant onto them the "RESERVED the above, mentioncd stated herein and PREMISES" as OWNERS/SELLERS shall transfer the ownership and possession of the ENTIRE PROPERTY to the DEVELOPERS/PURCHASER or to its nominces and permits the DEVELOPERS/PURCHASERS to allot the dwelling units of flats, shops , godowns, garages etc. in the buildings to be constructed on the "ENTIRE PROPERTY" with such party or parties and at such price and on such terms and conditions as the DEVELOPER/PURCHASER may deem fit and proper. All such allotments the be made by . and Thananagements shall, however, DEVELOPER/BURCHASER at it's own costs and expenses and at it's own risk, the intention being that the DEVELOPER/PURCHASER shall alone be liable and responsible to such party or parties.

3) It is further agreed that the DEVELOPERS shall deposit with the OWNER NO. 5 and 6 an amount of Rs. 12,00,000/- (Rupees Twelve Lakhs) only as refundable, interest free security Deposit / Construction guarantee for the construction of the two semi-detached [3 bedroom with attached bathrooms] residential units of 130 sq.mts each and totally admeasuring 260 sq.mts in PLOT A along with two car parks forming part of the ENTIRE PROPERTY, which amount shall be paid to OWNER / SELLERS NO.5 and 6 at the time of excavation of the ground of PLOT A for the purpose of construction of the RESERVED PREMISES to be allotted to the OWNER NOS.5 and 6 or nine months from the date of the execution of this agreement whichever is earlier. It is mutually agreed between the DEVELOPERS and the OWNERS 5 and 6 herein that the said Security / Construction Guarantee amount of Rs. 12,00,000/- (Rupees

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Twelve Lakhs) only shall be refunded unto the DEVELOPERS on completion of the two semi-detached [3 bedroom with attached bathrooms] residential Units as agreed to be granted to the OWNERS NOS. 5 and 6 as per the specifications set out in this agreement and delivery of possession of the same.

4) That the RESERVED PREMISES shall be completed and finished in all respects and will be handed over to the OWNERS/SELLERS within 39 months from the date of execution of this agreement, except for reasons beyond DEVELOPER's / PURCHASER's control such as strikes, war, riots and natural calamities, pandemic and due to any unforeseen circumstances like drastic changes in laws.

5) That the OWNERS / SELLERS have already produced all the original documents of title to the DEVELOPER / PURCHASER and shall grant vacant possession to the DEVELOPER/PURCHASER in respect of the "ENTIRE PROPERTY" within 15 days from execution of this agreement hereof.

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6) That the OWNERS/SELLERS shall cooperate with the DEVELOPER/PURCHASER to get the plans approved, conversion sanad and all other NOC's that are to be obtained from respective authorities for the purpose of commencing the construction work in the "ENTIRE PROPERTY".

7) If the DEVELOPER/PURCHASER wrongfully and willfully fails to complete the RESERVED PREMISES and fails to deliver the RESERVED PREMISES within the stipulated period of 39 months except for reasons beyond DEVELOPER's / PURCHASER's control such as strikes, war, riots and natural calamities, pandemic and due to any unforescen in laws. then drastic changes like circumstances DEVELOPER/PURCHASER shall be liable to pay a sum of 5,000/-(Rupees five thousand only) per month for each and every flat to be allotted to the OWNERS/SELLERS NOS.1,2,3,4,7 and 8 and Rs. 15,000/- per residential unit reserved for the OWNERS / SELLERS nos. 5 and 6; the said payment shall be effective from the date immediately after the period allotted for the purpose of completion of the said construction expires till the date when actual possession is given.

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8) The DEVELOPER/PURCHASER shall handover delivery of the possession of the RESERVED PREMISES to the OWNERS/SELLERS after making ready for occupation in all respects the said flat/flats and obtaining occupancy certificate from the competent authority.

9) The DEVELOPER/PURCHASER shall hand over the RESERVED PREMISES to the OWNERS/SELLERS on it's completion in all respects ready for use and occupation along with the occupancy certificate.

10) The OWNERS/SELLERS shall sign and execute a SPECIFIC IRREVOCABLE POWER OF ATTORNEY in favour of the DEVELOPER/PURCHASER upon executing of this present agreement, conferring upon the DEVELOPER/PURCHASER all necessary powers required for starting the work of development and construction till the stage of final completion of development in the ENTIRE PROPERTY and to specifically do the following acts:-

a) To represent on behalf of the OWNERS/SELLERS and to sign and execute necessary papers and documents on their behalf, to obtain land conversion SANAD, approval from the Town and Country Planning Department/Planning and Development Authority, approval from Urban or Rural Health Department, to obtain construction license, approved plans, Occupancy certificate from Village Panchayat of Merces or any other approxists clearances, permission, licenses from any authorities as may be applied to get registered the constructed premises in the building in the Village Panchayat of Merces under respective house numbers and pay house tax.

b) Excluding the RESERVED PREMISES specifically allotted to the OWNERS/SELLERS, to sign and execute Agreements for Sale, Sale Deeds to be allowed only after reserved premises are handed over in terms of clause 4 above, agreements of assignment and to produce such documents before the Sub- registrar of Tiswadi at Panjim and to admit the execution thereof and to admit the receipt of consideration from the prospective purchasers of the constructed premises along with the respective proportionate undivided share of land pertaining thereto without incurring any liability on the OWNERS / SELLERS whether financial, legal or otherwise.

11) The DEVELOPER/PURCHASER shall obtain the entire necessary construction license, in the name of the DEVELOPER/PURCHASER or in the name of the OWNERS/SELLERS at the discretion of the DEVELOPER/PURCHASER for the construction of the building in the ENTIRE PROPERTY. Upon obtaining all the necessary construction

license/permissions the DEVELOPER/PURCHASER shall hand over a copy of the construction license/permissions obtained to the OWNERS/SELLERS. On receipt of the same the OWNERS/SELLERS shall deliver vacant and clean possession of the ENITRE PROPERTY to the DEVELOPER/PURCHASER for the purpose of development.

12) The OWNERS / SELLERS hereby state and declare that upon the ENITRE PROPERTY being handed over to the DEVELOPER / PURCHASER for the purpose of construction and development as stated herein, the DEVELOPER / PURCHASER shall be free to demolish any existing structure / constructions, keep and store construction material, including the leveling of the site and fencing it as may be necessary in order that the DEVELOPER / PURCHASER be able to carry out the work of development and construction free from any hindrance from anybody including the OWNERS and that in case due to any reason whatsoever such hindrance or obstruction may arise the OWNERS / SELLERS shall resolve the same provided that the OWNERS / SELLERS are responsible for such hindrances only.

13) The OWNERS/SELLERS hereby confirm that they are having the ownership, enjoyment and possession in the ENITRE PROPERTY and that they have a valid, clean, clear and marketable title free from all semembrances as duly confirmed by the DEVELOPER/PURCHASER and that they have a provide to maintain the ENITRE PROPERTY free from all third partyce times and not to compensate the DEVELOPERS for any loss that may be caused to the DEVELOPER/PURCHASER on account of any defect in the title of the OWNERS/SELLERS to the ENTIRE PROPERTY.

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14) The DEVELOPER/PURCHASER shall be solely responsible and be liable to all Civil as well as Criminal liability that may arise on account of the DEVELOPER/PURCHASER committing fraud, misrepresentation, multiple sales of the constructed premises, accident or negligence or unforeseen circumstances during the process of development and of the construction. The completion construction and DEVELOPER/PURCHASER hereby indemnifies the OWNERS/SELLERS from any such liability arising in respect of such incidents that may happen during the course of such work or conveyance. Similarly the DEVELOPER/PURCHASER shall be liable and responsible to follow and observe regulations of all labour laws or requirement of Government or licensing authorities to be followed in respect of the construction and development in the ENTIRE PROPERTY.

15) The DEVELOPER/PURCHASER shall carry out all the construction of the building in the ENTIRE PROPERTY as per the plans prepared by Architect/Engineer of the DEVELOPER/PURCHASER and approved by the Town and Country Planning, Planning and development authority and by the Village Panchayat of Merces or any other authority as may be applicable for the development and construction in the ENTIRE PROPERTY without any responsibility or liability cast on the OWNERS/SELLERS.

16) The DEVELOPER/PURCHASER shall be solely responsible for any defect or fault in the construction be it latent or apparent and shall be responsible to remove the defect or fault in the construction at it's own cost and expense.

17) The DEVELOPER/PURCHASER shall have sole right to receive from any prospective customer or any interested persons amounts/consideration for the construction and sale of the flats, blocks, shops, godowns, garages or any other constructed premises in the proposed construction in the ENTIRE PROPERTY as well as to sign and execute and to present for Registration and to admit the execution thereof and to complete the Registration under Indian Registration Act of any agreement for sale or Sale Deed only after handing over the reserved premises to the OWNERS SELLERS in respect of the sale of the constructed premises in the building reconstructed in the ENTIRE PROPERTY along with the proportionate undivided share of the ENTIRE PROPERTY pertaining to the constructed premises in the building in the ENTIRE PROPERTY and for the purpose of enforceability of such agreement, the DEVELOPER/PURCHASER shall be entitled to join in such document the names of the OWNERS/SELLERS and that of prospective customer of the constructed premises along with the DEVELOPER/PURCHASER, except the RESERVED PREMISES reserved specifically for the OWNERS/SELLERS.

18) In a similar manner the DEVELOPER/PURCHASER shall be entitled to sign and execute any mortgage deed for mortgaging in favour of any Bank or financial institution on such constructed premises agreed to be customers, joining the purchased the prospective by DEVELOPER/PURCHASER without the **OWNERS/SELLERS** 88 CONSENTING PARTIES, the said mortgage being created on such constructed premises only to be sold to the customers. In any case, there shall be NO PERSONAL liability or other liability whatsoever of such loan upon the OWNERS/SELLERS or any encumbrance upon the RESERVED PREMISES together with it's proportionate undivided share in the SAID PLOT and the liability shall be restricted exclusively on the

DEVELOPER/PURCHASER and upon the premises to be purchased by such customer.

19) Excluding the RESERVED PREMISES the DEVELOPER / PURCHASER shall be deemed to be the buyer and owner of all the premises that may remain unsold until they are sold. Upon sale of all the constructed premises the Specific power of Attorney executed in favour of the DEVELOPER / PURCHASER shall be deemed to have been revoked.

20) The OWNERS / SELLERS shall in no way be responsible for any dispute/disputes between the DEVELOPER/PURCHASER and the buyers or prospective purchasers of the various constructed premises.

21) If any dispute arises regarding interpretation of any of the terms and conditions containing herein or regarding the construction of building including specifications, then such dispute will be resolved as far as possible amicably by and between the parties hereto with mediation of the building Architect and Engineer of the DEVELOPER / PURCHASER.

22) The DEVELOPER/PURCHASER shall be entitled to change, alter, amend, change the plans and drawings of construction in the ENTIRE PROPERTY for obtaining approval or subsequent to the approved from the Village Panchayat of Merces, duly authorized by appropriate authority as may be necessary and convenient for the purpose of construction in the ENTIRE PROPERTY, as the DEVELOPER/PURCHASER may find it necessary provided that the alterations are within the provisions of the laws and rules and subject to the condition that the allotment of the "RESERVED PREMISES" to the OWNERS/SELLERS shall be done as per the terms and conditions of this agreement and not affecting the RESERVED PREMISES.

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23) The OWNERS/SELLERS shall in addition to the enjoyment of the RESERVED PREMISES shall have the right to use and enjoy the staircases and terrace, open space and common areas in the building / ENTIRE PROPERTY.

24) All costs and expenses pertaining to architects fees, engineer's fees, license fees, conversion fees, legal fees and other cost ancillary to development and construction in respect of the said building/s in the ENTIRE PROPERTY shall be borne by the DEVELOPER/PURCHASER.

25) That the OWNERS/SELLERS agree to sell, transfer all the undivided rights, title and interest in the ENTIRE PROPERTY in favour of the

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DEVELOPER/PURCHASER or its nominees in consideration of the RESERVED PREMISES to be received in terms of this agreement.

26) The OWNERS/SELLERS hereby declare that they have not received any notice of acquisition from the government or any local authority in respect of the ENTIRE PROPERTY nor have they entered into any agreement or commitment of any nature regarding the sale/transfer/exchange of the ENTIRE PROPERTY or any part thereof to any third party.

27) The DEVELOPER/PURCHASER shall be free to publish notice in any newspaper inviting objections if any, from the public for the purchase and development of the ENTIRE PROPERTY.

28) The OWNERS/SELLERS shall make and execute a proper deed of conveyance and other necessary documents and papers to complete the title agreed to be given in respect of the ENTIRE PROPERTY and such conveyance shall be in favour of the DEVELOPER/PURCHASER or it's nominees concern including a Co-Operative housing society or with the prospective purchasers of the flats/shops/godowns etc. only upon receipt of the RESERVED PREMISES as aforesaid.

29) Save and except as hereinbefore otherwise provided, all costs, charges **OWNERS/SELLERS** and of the expenses of the and DEVELOPER/PURCHASER and incidental to this Agreement and Genveyance and other writing or writings to be made in pursuance hereof including stamp duty, registration charges, plan, certified copies, correspondence and all the expenses shall be borne and paid by the DEVELOPER URCHASER alone. The fines and penalties payable to the Collector or transfer of the property not incurred by reason of any delay in lodging the Deed of Conveyance by the Developers shall be paid by the DEVELOPER/PURCHASER alone.

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30) The DEVELOPER/PURCHASER shall have absolute right to dispose of or appropriate the portion of the super-structure falling in it's share and appropriate the sale-proceeds thereof. The OWNERS/SELLERS shall remain duty-bound to execute the title documents in favour of the DEVELOPER/PURCHASER or it's nominee in respect of the portion of the superstructure falling in the share of the DEVELOPER/PURCHASER.

31) The OWNERS / SELLERS shall co-operate for the formation of a housing co-operative society and sale of the SAID PLOT to such society in respect of the owners of the constructed units in the building in the ENTIRE PROPERTY EXCEPT the RESERVED PREMISES to be allotted

to OWNER NOS. 5 and 6 and that the OWNERS / SELLERS also being amongst such owners of constructed units, may join as members of such housing co-operative society that may be formed with all such members and the OWNERS / SELLERS shall cooperate for the transfer of the landed property along with all the construction and everything contained in the ENTIRE PROPERTY to such housing co-operative society EXCEPT the RESERVED PREMISES to be allotted to OWNER NOS. 5 and 6 with their proportionate undivided share in the ENTIRE PROPERTY by virtue of competent sale or transfer and that all the members of the housing cooperative society shall pay the maintenance charges of the co-operative society and shall also contribute towards the expense for the transfer of the housing co-operative society.

32) That as per notification No. RD/LND/LRC/318/77 dated 21st Aug 1979, circular No. 16/04/2011 RD dated 06th June 2011 issued by the Government of Goa, the OWNERS/SELLERS hereby confirm and dcclarc that the OWNERS/SELLERS do not belong to person/s of Schedule Caste and Schedule Tribe.

33) That the legal fees, Stamp duty and Registration fees for the Registration of this Agreement is borne by the DEVELOPERS. It is agreed that the legal fees for conveyance of the RESERVED PREMISES in favour of the RESERVED VERS herein .

34) THAT the market value for the purpose of calculating Stamp duty and Registration Charges after deducting the area proportionate to the undivided rights to the "RESERVED PREMISES" of the "ENTIRE PROPERTY" is Rs. 94,45,000/- (Rupees Ninety Four Lakhs Forty Five Thousand Only) and the Market Value of the "RESERVED PREMISES" shall be Rs. 1,09,00,000/- (Rupees One Crore Nine Lakhs) Only, the sum total market value being Rs. 2,03,45,000/- (Rupees Two Crore Three Lakhs Forty Five Thousand) Only. Accordingly stamp duty of Rs. 5,90,100/- (Rupees Five Lakhs Ninety Thousand One hundred ) Only which amounts to 2.9% of the Market value is paid by the DEVELOPER/PURCHASER. Similarly, Registration Charge of Rs. 6,10,500/- (Rupees Six Lakhs ten Thousand Five hundred) Only which amounts to 3% of the Market value is paid by the DEVELOPER/PURCHASER.

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#### SCHEDULE - I

#### ENTIRE PROPERTY

All that property known as 'DIAS PACOS DO M. BIIAT", bearing survey No. 9/2 of Village Morombi-o-Pequeno, in the Taluka of Tiswadi, District of North Goa, State of Goa, admeasuring 1889 sq.mts bounded as under: On the East: by nallah and boundary of village Morambi-o-Grande; On the west: by property bearing Survey No. 9/1 of village Morambi-oPequeno; On the north: by property bearing Survey No. 8 of village MorambioPequeno; On the south: by property bearing Survey No. 9/3 of village Morambi-oPequeno.

#### SCHEDULE-II

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#### RESERVED PREMISES

a) 1(one) 2 BHK flat admeasuring 90 sq.mts super-built up area in the proposed building, together with 1 (one) covered parking space on the ground floor to the OWNER NOS. 1 and 2;

b)F1(enc) 2 BHK flat admeasuring 90 sq.mts super-built up area in the proposed building, together with 1 (one) covered parking space on the ground floor to the OWNER NOS.3 and 4;

c) 2 (two,) semi detached ( three bed room with attached bathroom) residential units admeasuring 130 sq.mts of super-built up area each, thus totally admeasuring 260 sq.mts to be constructed on Plot A forming part of the ENTIRE PROPERTY to the OWNER NOS. 5 and 6 along with two car parks and constructed on a plot of 310 sq.mts;

d) 1(one) 2 BHK flat admeasuring 90 sq.mts super-built up area in the proposed building, together with 1 (one) covered parking space on the 21 ground floor to the OWNER NOS.7 and 8; to be constructed in the "ENTIRE PROPERTY".



#### SCHEDULE III

#### SPECIFICATIONS OF THE RESERVED PREMISES

- 1. STRUCTURE RCC frame structure using Indian standard cement.
- MASONARY 200 MM laterite masonary / cement based moulded for external walls and single brick masonary with reinforced concrete patti at every meter height for internal partition walls.
- PLASTERING: Internal single coat plaster with neeru finish for the walls. Double coat external plaster.
- PAINTING: Double coat oil Bound Distemper for internal painting & External double coat paint.
- FLOORING: Ceramic tile flooring to match in bedroom/living / balconies / kitchen/passage. Toilets / bath rooms with coloured glazed tiles. W.C. flooring and dadoing for walls up to 0.9m in bathroom.;
- KITCHEN PLATFORM: Kitchen platform to be of granite stone with a coloured glazed tile dadoing of 0.45m height above the platform with a stainless steel sink of size 510mm x 1040mm of reputed make with a drain board on one side.
- DOORS/WINDOWS(SHUTTERS AND FRAME): All door frames to be of Matti/Sal or equivalent wood 60mm x 100mm size, main door to be of teakwood 35mm thick, paneled and finished with two coats of French polish. All other doors shall be of commercial flush type and the window frames and shutters to be of aluminum sliding with locking system. The "RESERVED PREMISES" allotted to OWNER NOS. 5 and 6 shall be provided with window frames and shutters of Acacia / Matti Wood.

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8. PLUMBING AND SANITARY INSTALATIONS: One white basin "22 x 16" of reputed brand with coloured glazed tile dadoing 600mm x 450mm size above the basin. All taps shall be chromium plated type of reputed make. One Western type WC with a flush tank of standard make. One rose shower to be provided. Plumbing mains of GI/PVC pipes 3 / 4" dia and branching in 1 /2" dia pipe to be provided. Toilet waste water to be brought by 4" PVC pipes. Underground drainage to be in 6" SW pipes with required inspection chamber and traps to be connected to the Septic tank of designed

dimensions. One water pump to carry water supply to overhead 22 water tank which water to be supplied to the tap of kitchen, bathroom and toilet. The "RESERVED PREMISES" allotted to OWNER NOS 5 and 6 shall have a provision for separate pipeline for incoming water supply along the boundary wall. The taps for OWNER NOS.5 and 6 shall be of Jaguar make. The Semi- detached units allotted to OWNER NOS. 5 and 6 shall be of Jaguar make. The Semi- detached units allotted to OWNER NOS. 5 and 6 shall also have two dedicated over head tanks of 1000 litres each and two sump tanks of 1500 litres capacity each. A separate septic tank and soak pit shall be constructed for OWNER NOS. 5 and 6.

- ROOFING: Roof slabs will be provided with Mangalore tiles. The "RESERVED PREMISES" allotted to OWNER NOS.5 and 6 shall have flat slab with sloping roof made of OI sheet.
- 10. ELECTRICAL INSTALLATIONS: All wiring to be concealed type. Individual connections with single phase electric meter will be provided. All electrical fixtures and copper wiring shall be of a reputed commercial brand. The "RESERVED PREMISES" allotted to OWNER NOS. 5 and 6 will be provided with a three phase electrical supply individually.

a) LIVING ROOM: 1 light point, 1 fan point, 1 three pin 5 amps plug point in, 1 balcony light point, 1 main door bell point.

b) BEDROOM light point, 1 fan point, 1 three pin/5 amps plug point, 1 balcony light point,

c) WC & BATH ROOM: 1 light point in each toilet, 1 three pin/15 amps plug point in bath

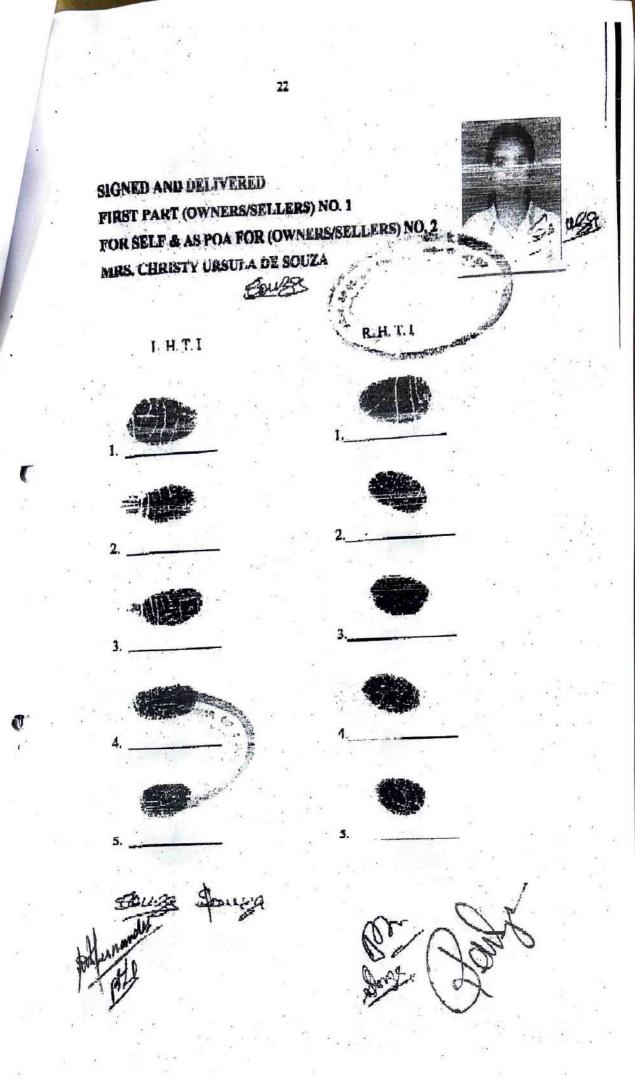
d) KITCHEN ROOM: 1 light point, 1 three pin/15 amps plug point and 1 three pin/5 amps plug point.

c) PASSAGE: 1 light point.

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f) STAIRCASE: one way light point

IN WITNESS WHEREOF the parties hereto have signed this Agreement and set their respective hands on the date aforementioned.



SIGNED AND DELIVERED FIRST PART (OWNERS/SELLERS) No. 3 FOR SELF & AS POA FOR (OWNERS/SELLERS) NO. 4 MR. FRANCISCO BERNARDO TOLENTINO PEREGRINO DA FATIMA URSULA DE SOUZA alias FRANCISCO URSULA DE SOUZA

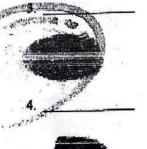
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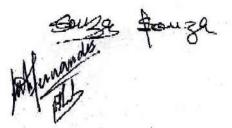
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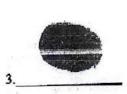




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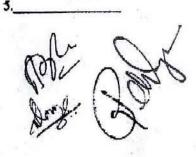












SIGNED AND DELIVERED FIRST PART (OWNERS/SELLERS) No. 5 MRS. LILIA BERENICE DA PIEDADE URSULA DE SOUZA allas LILIA BERENICE DA PIEDADE URSULA DE SOZA allas LILIA DSOUSA FERNANDES

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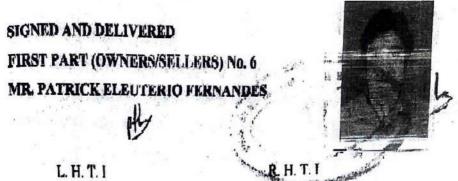


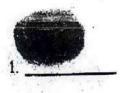






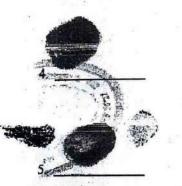
















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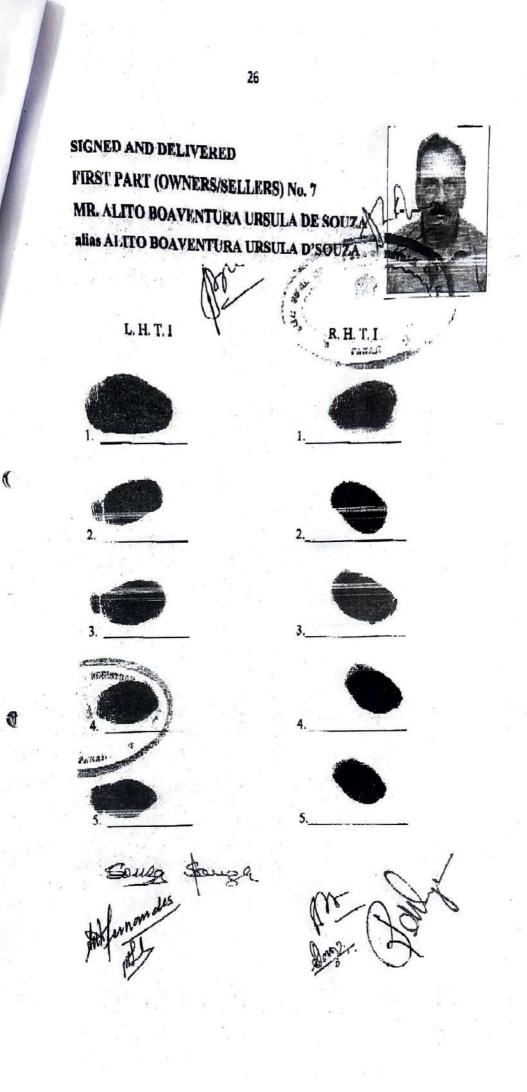


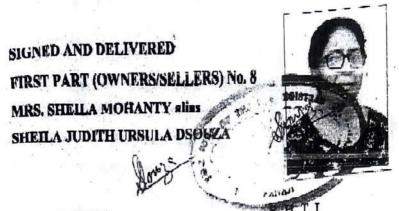












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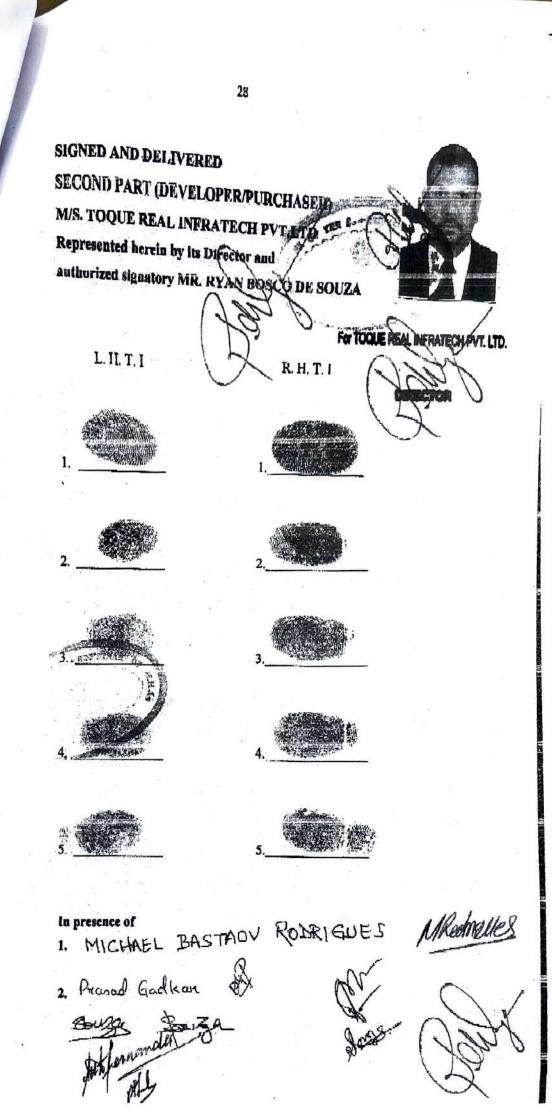




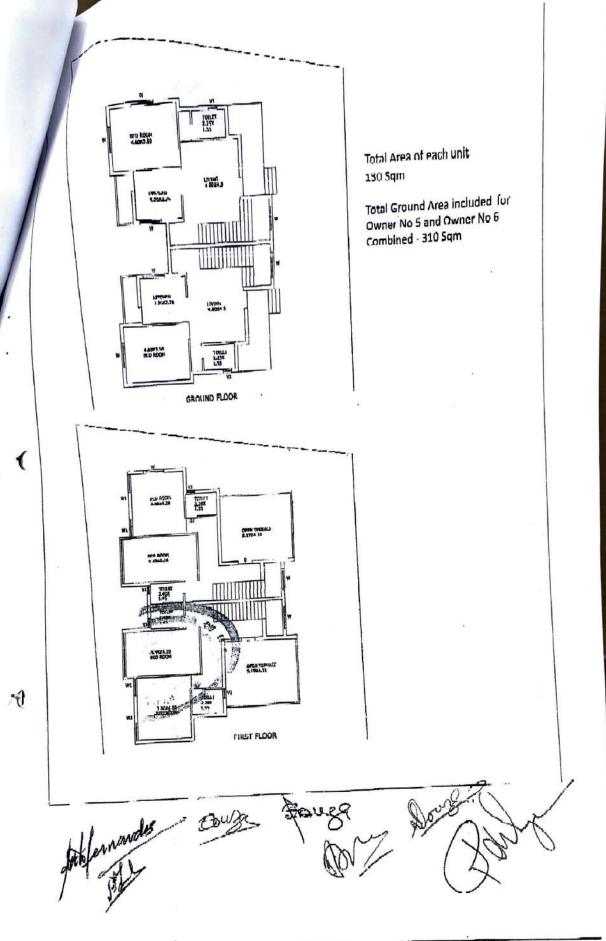






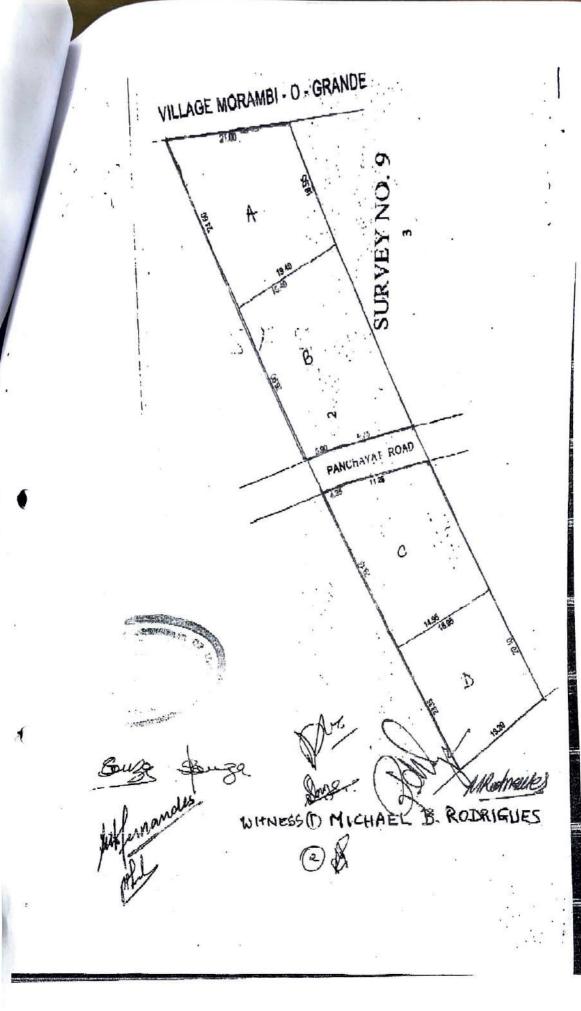


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### Government of Goa

# Document Registration Summary 2

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

pm: Date & Time : - 06-May-2022 12:54:57 pm

curnent Serial Number :- 2022-PNJ-1284

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00000 00 00 00 00 00 00 00 00 00 00 00	ay-2022 in the office of the office	
presented at 12:40.00 prime Tiswadi along with fees paid as fo	lay-2022 in the office of the	Rs.Ps
Tiswadi along with 1900 part	Description	590100

Sr.No	Stamp Duty	610350
	Registration Fee	1120
2	Processing Fee	1201570
3	Tota	Diuty Paid : 590100/-

Stamp Duty Required :590100/-

Stamp Duty

Presenter	A defines	Photo	Thumb	Signature
1 Marital Stat	Party Name and Address to De Souza As Authorised Signatory Of Toque tech Pvt Ltd ,Father Name:Lale Remedios Santana Correia De Souza,Age: 46, tus: ,Gender:Male,Occupation: Engineer, Address1 59:Hon Dando St. Cruz Tiswadi Goa., Address2 - ,	1		Song

Signature Executer Thumb Photo Party Name and Address CHRISTY URSULA DE SOUZA , Father Name: FRANCISCO Sr.NO BERNARDO TOLENTINO PEREGRINO DA FATIMA URSULA Post N. DE SOUZA, Age: 29, Marital Status: Married ,Gendor:Female,Occupation: Housewife, L AND L ODESSY BUILDING, BLOCK A, FLAT NO 1 2A-4, SECOND FLOOR, NH17, RATWADDO, NAVELIM SALCETTE GOA, PAN No.:

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	Party Name and Address	Photo	Thumb	Signature
	A DE SOUZA Alias Francisco Ursula De Souza , Father DE SOUZA Alias Francisco Ursula De Souza , Father DE SOUZA Alias Francisco Ursula De Souza , Father Francisco Xavier Ursula De Sousa, Age: 70. Narital Status: Married ,Gender:Male,Occupation: Marital Status: Married ,Gender:Male,Occupation: Marital Status: Married ,Gender:Male,Occupation: Marriel Status: Marriel ,Gender:Marriel ,Gen			Juzz
	LIA BERENICE DA PIEDADE URSULA DE SOUZA Alias Lilla Berenice Da Piedade Ursula De Soza Alias Lilla Deousa Fernandes , Father Name:FRANCISCO XAVIER URSULA DE SOUZA, Age: 70, Marital Status: Married ,Gender:Female,Occupation: Unemployed, H.NO.E-262,DR.CUNHA GONSALVES ROAD GOA, PAN No.:			Juliennow
4	PATRICK ELEUTERIO FERNANDES , Father Name:ANTONIO NERY FRANCISCO FERNANDES, Age: 70, Marital Status: Married ,Gender:Male,Occupation: Other, H.NO.E-262,DR.CUNHA GONSALVES ROAD-GOA, PAN No.:			erte
5	SHEILA MOHANTY Aias Shella Judith Ursula Daouza , Father Name:SHANTA SUNDAR MOHANTY, Age: 61, Marital Statua: Married ,Gender:Female,Occupation: Service, E-262,DR.CUNHA GONSALVES ROAD,PANAJI-GOA, PAN No.: /			Douze
	262, DR, CUNHA GONSAUVES ROAD PANAJI-COA.			No-
	Ryan Bosco De Souze As Autoorised Signatory Of Toque Real Infratoch Pvt Ltd., Father Name:Late Remedios Santana Correla De Souza, Age: 46, Marital Status: ,Gender:Male.Occupation: Engineer, H No. 559 USO Dando St. Cruz Tiswadi Goa., PAN No.:			Bark
-	Christy Uraula De Souza , Father Name: Francisco Uraula De Souza, Age: 29, Marital Status: ,Gender:Female,Occupation: Housewife, Flat No. 2A 4 2nd Floor L L Odyssey Bidg Margao Salcette Goa., PAN No.: , as Power Of Attorney Holder for MACKENROY SHELTON FERNANDES			Guige

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52 PM Party Name and Address	Photo	Thumb	Signature
NO Francisco Bernardo Tolentino Paregrino Da Fatima Ursula De Souza Alias Francisco Ursula De Souza , Father Name:Late Francisco Xavier Ursula De Souza, Age: 70, Marital Status: ,Gender:Male,Occupation: Other, L and L Odyssey Bidg Block A Flat No. 2A 4 Second Floor NH 17 Ratwado Navelim Salcete Goa., PAN No.: ), as Power Of Attorney Holder for OLINDA PEREIRA URSULA DE SOUZA Alias Olinda Pereira Ursula Desouza			Jou za

#### Witness:

I/We Individually/Collectively recognize the Vendor, Purchaser, POA Holder.

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: MICHAEL RODRIGUES, Age: 53, DOB: , Mobile: 9822984813 , Email: , Occupation: Service , Marital status : Married , Address: 403707, Navelim, Salcete, SouthGoa, Goa			Maniples
2	Name: PRASAD DEEPAK GADKAR,Age: 25,DOB: ,Mobile: 8766977972 ,Email: ,Occupation:Service . Marital status : Unmarried , Address:403001, Taleigao, Tiswadi, NorthGoa, Goa			pat

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ocument Serial No:-2022-PNJ-1284 Book :- 1 Document Registration Number :- PNJ-1-1223-2022 Date : 06-May-2022 . الع بي ال Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Tiswadi) LIB - REGISTRAN THAN AL BURBAN . . 1/1