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Name of Purchaser THE ATTIC CONSTRUCTIONS (INDIA) PVT LTD

2022-1384
25/3/22



AGREEMENT OF
DEVELOPMENT CUM SALE

AD *AD* *AD*

THIS AGREEMENT OF DEVELOPMENT CUM SALE IS
MADE AT MAPUSA ON 24TH DAY OF MARCH OF THE
YEAR TWO THOUSAND AND TWENTY TWO (24/03/2022)



BETWEEN

(1) MR. ALLAN JEROME ANTHONY ROSARIO FARIA alias
ALLAN JEROME FARIA alias ALLAN FARIA, son of Marcos
Jose Maria Francisco Elvino Faria, aged 66 years, Indian National,
Retired, having PAN card no. [REDACTED], and his wife;

(2) MRS. MARIA ELENA DO ROSARIO FERRAO, daughter of
late Francisco do Rosario Ferrao, aged 60 years, housewife, Indian
National, having PAN card no. [REDACTED] both r/o H. No. 69,
Bamanwaddo, Mapusa, Bardez, Goa - 403507, represented by her
lawful attorney MR. ALLAN JEROME ANTHONY ROSARIO
FARIA alias ALLAN JEROME FARIA alias ALLAN FARIA,
executed before Advocate & Notary N. C. Gaonkar at Mapusa,
Bardez, Goa under Sr. No. 16251/2021 dated 11-08-2021, both
hereinafter collectively referred to as the "OWNERS/VENDORS"
(which term and expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include their legal
representatives, heirs, successors, administrators, executors and
assigns) OF THE ONE PART,

AND

THE ATTIC CONSTRUCTIONS (INDIA) PRIVATE LIMITED,
a Company registered under the Companies Act of 1956, and
having its Registered Office at Office No 104, 1st floor, Edcon
Solitare, Near Comunidade Ghor, Mapusa, Bardez, Goa, 403507,

PAN Card No [REDACTED] and herein represented by its Managing Director MR. MAURILIO FRANCISCO MENDONCA, son of late Emeliano Mendonca, aged 57 years, businessman, holder of PAN Card No. [REDACTED] Indian National, resident of House No. 61/A, Next to Bastora Panchayat, Bastora, Goa - 403507, appointed vide Resolution No. 2021-22/02 dated 02/08/2021, hereinafter called the "DEVELOPER" (which term and expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Company's successors-in-title, administrators and assigns) of the SECOND PART;



WHEREAS there exists an immovable property admeasuring 1531 square meters surveyed under No. 10, sub-division 4 of P.T. Sheet No. 17, of the City Survey of Mapusa, Taluka of Bardez, State of Goa. This property known as, "BATULEM", admeasuring 1531 square meters Surveyed under Chalta No. 10, sub-division No.4 of P. T. Sheet No. 17 of the City Survey of Mapusa. This property is enrolled in the Taluka Revenue office under Matriz Predial No. 520 of the Third Circumscription of Mapusa, and is situated at Carraswaddo, Mapusa, Sub-District and Taluka of Bardez, North Goa District, State of Goa. This property is bounded as follows:-

North : Property of the heirs of Gabriel Faria and Felicio Faria, presently surveyed under chalta No. 10, sub-div. No. 3 of P. T. Sheet No. 17.

South : By the property originally belonging to Maria Joaquina Carrasco surveyed under chalta No. 10, sub-div. No. 17 and 18 of P. T. Sheet No. 17.

East : By the old Colvale Road

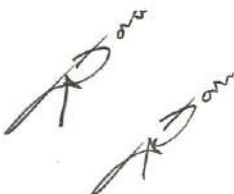
West : By the Public Road

AND WHEREAS, the entire property better described in Schedule I earlier belonged to Jose Caetano Antonio Jeronimo de Faria alias Jeronimo Caetano de Faria and his wife Rosaria Sebastiana Elvina de Souza also known as Elvina Faria;

AND WHEREAS said Jose Caetano Antonio Jeronimo de Faria alias Jeronimo Caetano de Faria and his wife Rosaria Sebastiana Elvina de Souza e Faria alias Elvina Faria had the following 5 issues i.e. (i) Maria Eliza Faria also known as Mary Faria, (ii) Marta Bernadette Inocencia Rosalinda Faria alias Marta Bernadette Rosalinda Faria alias Marta Faria, (iii) Josefina Dolorosa Milagres Lina de Faria D'Melo married to Francisco Xavier Salvador D'Melo, (iv) Francisca Rubi Joanita Faria also known as Rubi Joanita Francisca de Faria married to Joaquim Elias Lobo and (v) Marcos Jose Maria Francisco Elvino Faria alias Joseph Francis Faria married to Isaura Bruninha Aurora Clothildes Soares e Faria alias Isaura Faria;

AND WHEREAS said Jose Caetano Antonio Jeronimo de Faria alias Jeronimo Caetano de Faria expired on 12th March 1949 leaving Testament/Public Will dated 26/09/1942, which is registered in the Office of the Notary Public Ex-Officio of Bardez at Mapusa, at page 4 to 6 reverse of the Book of Wills No. 31 whereby he bequeath his disposable quota/share in his estate to his only son Marcus Jose Maria Francisco Elvino Faria alias Joseph Francis Faria Marcos and his daughter Marta Bernadette Inocencia Rosalinda Faria alias Marta Bernadette Rosalinda Faria alias Marta Faria;

AND WHEREAS said Rosaria Sebastiana Elvina de Souza e Faria alias Elvina Faria expired on 20th September 1966 leaving similar Testament/Public Will dated 26/09/1942, which is registered in the Office of the Notary Public Ex-Officio of Bardez at Mapusa at



Book No. 31 at page 5 to 7 of the Book of Wills No. 31 said Rosaria Sebastiana Elvina de Souza e Faria alias Elvina Faria bequeath her disposable quota/share in her estate to her only son Marcos Jose Maria Francisco Elvino Faria alias Joseph Francis Faria Marcos and her daughter Marta Bernadette Inocencia Rosalinda Faria alias Marta Bernadette Rosalinda Faria alias Marta Faria;

AND WHEREAS by Deed of Succession dated 29th August 1990, drawn in the Office of the Notary Ex-Officio, Bardez, Mapusa at the Book of Deeds bearing No. 747 at pages 84 to 91 it is interalia declared that said Jeronimo Caitano Antonio Jose de Faria alias Jeronimo Caetano Faria married to Rosaria Sebastiana Elvina de Sousa e Faria alias Elvina Faria left behind 5 heirs i.e. Maria Eliza Faria also known as Mary Faria, Josefina Dolorosa Milagres Lina Faria also known as Lina Dolores Faria e D'Mello married to Francisco Xavier Salvador D'Mello, (who at that time were both deceased and were survived by their sole legal heir Maria Vicente D'Mello alias Mario Vincente D'Mello), Marta Bernadette Inocencia Rosalinda Faria alias Marta Faria, Francisca Rubi Joanita Faria also known as Rubi Joanita Francisco de Faria e Lobo married to Joaquim Elias Lobo and Marcos Jose Maria Francisco Elvino Faria also known as Joseph Francis Faria married to Isaura Bruninha Aurora Elvira Clothildes Soares e Faria alias Isaura Faria;

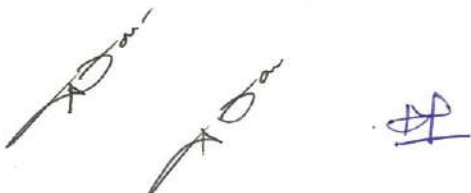
AND WHEREAS by Deed of Renunciation dated 7/03/1980, which is recorded at page 1 of Book No. 715 of the Book of Deeds, in the Office of the Civil Registrar cum Sub-Registrar Bardez and Notary Public at Mapusa, Bardez, Goa said Mary Eliza de Faria alias Mary Faria, Marta Bernadette Inocencia Rosalinda Faria alias Marta Bernadette Faria alias Marta Faria has renounced gratuitously in terms of Article 2029 of the Portuguese Civil Code

all the rights that they have to the inheritance of their parents i.e. Jose Caetano Antonio Jeronimo de Faria alias Jeronimo Caetano de Faria and his wife Rosaria Sebastiana Elvina de Souza also known as Elvina Faria in favour of the other co-heirs;

AND WHEREAS by Deed of Renunciation dated 27th April 1977 drawn at Book No. 710 at pages 4 onwards aforesaid Mario Vincente D'Mello Faria alias Maria Vincente D'Mello has Renounced gratuitously in terms of Article 2029 of the Portuguese Civil Code all the rights that he had to the inheritance of his grandparents i.e. to Jose Caetano Antonio Jeronimo de Faria alias Jeronimo Caetano de Faria and his wife Rosaria Sebastiana Elvina de Souza also known as Elvina Faria in favour of the other co-heirs;

AND WHEREAS by Deed of Renunciation dated 28/02/1980, which is recorded at page 97 of Book No. 714 of the Book of Deeds, in the Office of the Civil Registrar cum Sub-Registrar Bardez and Notary Public at Mapusa, Bardez, Goa said Rubi Joanita Francisca de Faria e Lobo and her husband Joaquim Elias Lobo have Renounced gratuitously in terms of Article 2029 of the Portuguese Civil Code all the rights that they have to the inheritance of their parents and parents in law i.e. Jose Caetano Antonio Jeronimo de Faria alias Jeronimo Caetano de Faria and his wife Rosaria Sebastiana Elvina de Souza also known as Elvina Faria in favour of the other co-heirs;

AND WHEREAS, the said Marcos Jose Maria Francisco Elvino Faria alias Joseph Francis Faria and his wife Isaura Bruninha Aurora Elvira Clotildes Soares e Faria alias Isaura Clotildes Faria, therefore became the sole and exclusive owners of the said entire property better described in Schedule I hereinafter;



AND WHEREAS, the said Marcos Jose Maria Francisco Elvino Faria alias Joseph Francis Faria and his wife Isaura Bruninha Aurora Elvira Clotildes Soares e Faria alias Isaura Clotildes Faria, had 4 issues i.e. (i) Livia Maria de Fatima Antonia Faria de Menezes e Quadros alias. Livia Quadros married to Jose Mario de Menezes e Quadros, (ii) Allan Jerome Anthony Rosario Faria alias Allan Faria, married to Maria Elena do Rosario Ferrao e Faria, (iii) Edwin Martin Anthony Faria alias Edwin Faria married to Ester Faria, and (iv) Doris Maria Antonia Faria alias Doris Faria;



WHEREAS the parents of Allan Jerome Anthony Rosario Faria alias Allan Faria i.e. Marcos Jose Maria Francisco Elvino Faria alias Joseph Francis Faria and Isaura Bruninha Aurora Elvira Clotildes Soares e Faria alias Isaura Clotildes Faria, have bequeath all their disposable quota in the entire property better described in Schedule I in favour of their eldest son Allan Jerome Anthony Rosario Faria alias Allan Faria (i.e. the OWNER at Serial No. 1), by virtue of 2 Public Wills both dated 26th April 1995, registered in the Office of the Notary Ex-Officio, Bardez, Mapusa, in the Book of Wills bearing No. 189, at pages 25 to 29 dated 26/04/1995;

AND WHEREAS by Deed of Renunciation dated 12/12/2003, drawn in the Office of the Public Notary Ex- Officio in the Notary Book of Deeds bearing No. 801 at pages 22 to 23 reverse aforesaid Livia Maria de Fatima Antonia Faria de Menezes e Quadros and her husband Jose Mario de Menezes e Quadros have renounced gratuitously in terms of Article 2029 of the Portuguese Civil Code in favor of the co-heirs, all their undivided rights, interest, claim and share that they have in the inheritance of their late father/father-in-law Marcos Jose Maria Francisco Elvino Faria alias Joseph Francis Faria;

AND WHEREAS Inventory Proceedings 105/2010/B were instituted in the Court of the Civil Judge Senior Division at Mapusa, consequent to the deaths of said Marcos Jose Maria Francisco Elvino Faria alias Joseph Francis Faria (who expired earlier on 18/12/2000) and Isaura Bruninha Aurora Elvira Clotildes Soares e Faria alias Isaura Clotildes Faria, (who expired subsequently on 02/02/2008),

AND WHEREAS the entire property has been listed under Item 4, which has been allotted to Allan Jerome Anthony Rosario Faria alias Allan Faria. (OWNER at Serial No. 1) in the said Inventory Proceedings 105/2010/B;

AND WHEREAS the OWNER at Serial No. 2 is married to the OWNER at Serial No. 1 under the regime of Communion of Assets and therefore is a co-sharer/co-owner of the entire property.

AND WHEREAS the OWNERS/VENDORS are the exclusive owners in possession of the entire property.

AND WHEREAS the OWNERS/VENDORS have gifted a portion of the entire property, admeasuring 580 square meters, delineated in green outline in the plan annexed hereto, Surveyed under Chalta No. 10/4-A to one Gurudas Mandrekar and his wife Pragati Gurudas Mandrekar vide Virtue of Deed of Gift registered under Book-I, Document Registration No. BRZ-BK1-02271-2016, CD No. BRZD779 on date 10/05/2016 in the office of Sub-Registrar of Bardez at Mapusa Goa.

This Gifted plot is bounded as follows:-

NORTH & EAST: By the remaining portion of the property surveyed under Chalta No. 10/4 of P.T. Sheet No. 17

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SOUTH: By the property originally belonging to Maria Joaquim Carrasco surveyed under Chalta No. 10/17, of P.T. Sheet No. 17

WEST: By the Public Road

This plot shall hereinafter be referred to as the," Gifted plot", for the sake of brevity;

AND WEHEREAS said Gurudas Mandrekar and his wife Pragati Gurudas Mandrekar have filed an application for Partition of the said Gifted plot in order to separate the Gifted plot admeasuring 580 square meters, from the entire property surveyed under chalta No. 10, sub-div. No. 4, of P.T, Sheet No. 17, before the Court of the Deputy Collector and Sub-divisional Officer of Bardez at Mapusa, which application is registered as Case No. 15/26/2017/PART/LAND, and the said application is allowed and the gifted plot is duly partitioned under Court Order No. 15/26/2017/PART/LAND dated 08/01/2018 Deputy Collector and Sub-divisional Officer of Bardez at Mapusa.

AND WHEREAS the larger portion of the entire property better described in Schedule I admeasuring 951 square meters, delineated in red outline in the plan annexed and more particularly described in Schedule I is the subject matter of this Agreement of Development cum Sale, which plot shall hereinafter be referred to as the, "said plot".

AND WHEREAS the said plan is signed by both the parties to this Agreement of Development cum Sale which shall form part and parcel of the same;

AND WHEREAS the OWNERS/VENDORS have agreed to sell and the DEVELOPER has agreed to purchase the said plot better described in Schedule I hereto;

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AND WHEREAS accordingly the DEVELOPER is desirous of purchasing the said plot better described in Schedule I hereunder with a view to erect a multi storied building/s thereon and also to enter into agreement/s for the sale/transfer of the construction /premises erected thereon and/or transfer/sell the rights/share/portion in the said plot better described in Schedule I hereto, to prospective purchasers/buyers upon terms and conditions as the DEVELOPER deems fit and proper.

AND WHEREAS the DEVELOPER have approached the OWNERS/VENDORS to sell/transfer the said plot better described in Schedule I written hereunder in favour of the DEVELOPER, it is agreed by both the parties that the consideration payable to the OWNERS/VENDORS shall be fully adjusted towards the construction cost of the following premises, which costs shall be fully borne by the DEVELOPER:-

- a) One Shop No. S3, admeasuring built up area of 27.91 sq. mts. equivalent to carpet area of 24.20 sq. mts., situated on the ground floor of building Block A.
- b) One Duplex D1, admeasuring built up area of 211.18 sq. mts. equivalent to carpet area of 175.86 sq. mts., situated on the first floor and second floor of Block A.

The total built up area of both the premises totaling 239.09 sq. mts. equivalent to carpet area of 200.06 sq. mts.

This built up area to be constructed shall hereinafter be referred to as the "said built up area".

The present market value of the said plot is Rs. 60,00,000/- (Rupees Sixty Lakhs only).

AND WHEREAS the parties hereto desire the conditions, terms and covenants of the present Agreement of Development cum Sale to be reduced into writing as follows:-

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. In pursuance of the aforesaid agreement and in consideration of the OWNERS/VENDORS agreeing to sell or otherwise transfer and convey unto the DEVELOPER or its nominees, the said plot better described in Schedule I hereto, admeasuring 951 sq. mtrs. (excluding the proportionate undivided share/ portion in said plot better described in Schedule I hereto corresponding to the said built up area to be constructed for the OWNERS/VENDORS), the DEVELOPERS shall construct for the OWNERS/ VENDORS the said built up area hereinafter described. The total construction cost of the said built up area is Rs. 59,77,250/- (Rupees Fifty Nine Lakhs Seventy Seven Thousand Two Hundred Fifty only), (the consideration/ purchase amount shall be paid entirely in kind as agreed herein), which constitutes the sale price of the said plot better described in Schedule I hereto excluding the proportionate undivided share/portion in the said plot corresponding to the said built up area to be constructed by the DEVELOPER for the OWNERS/ VENDORS.
2. It is specifically agreed by both the parties hereto that the entire consideration payable by the DEVELOPER to the OWNERS/VENDORS towards the cost of purchase of the said plot better described in Schedule I hereto, shall be adjusted towards the cost of the said built-up and no further



amount shall be payable in cash by the DEVELOPER to the OWNERS/VENDORS.

3. The built up area of the premises to be constructed by the DEVELOPER for and on behalf of the OWNER shall be as provided hereinunder, which shall be adjusted towards the consideration payable by the DEVELOPER for purchase of the said plot:-

- a) One Shop No. S3, admeasuring built up area of 27.91 sq. mts. equivalent to carpet area of 24.20 sq. mts., situated on the ground floor of Block A, for Rs. 6,97,750/- (Rupees Six Lakhs Ninety Seven Thousand Seven Hundred Fifty only).

This shop shall hereinafter be referred to as the "said shop".

- b) One Duplex. D1, admeasuring built up area of 211.18 sq. mts. equivalent to carpet area of 175.86 sq. mts., situated on the first floor and second floor of Block A to be connected internally by a grill enclosed spiral staircase with a provision to lock both doors on either landing with an internal locking arrangement for Rs. 52,79,500/- (Rupees Fifty Two Lakhs Five Hundred Only).

The aforesaid Duplex shall hereinafter be referred to as the "said Duplex".

The value of Duplex and Shop is calculated at the construction cost of Rs. 25,000/- per sq. mts.

The total built up area totaling 239.09 sq. meters shall be situated in the building block A, to be erected/ constructed by the DEVELOPER in the said plot better described in



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Schedule I hereinafter and shall be constructed by the DEVELOPER at its exclusive cost and expense, conforming to the Specifications set out in "Annexure A" below.

4. The said shop to be constructed and allotted to the OWNERS/VENDORS by the DEVELOPER is shown in the plan annexed hereto and is marked with the letter I. The said Duplex D1 to be constructed and allotted by the DEVELOPER to the OWNERS/VENDORS is shown in the plan annexed hereto and marked with letter II. The Shop has a built up area of 27.91 sq. mts. equivalent to carpet area of 24.20 sq. mts., and the Duplex has a built up area of 211.18 sq. mts. equivalent to carpet area of 175.86 sq. mts.,

5. It is agreed by & between the OWNERS/VENDORS & the DEVELOPER as follows:

a) The DEVELOPER shall be entitled to develop the said plot better described in Schedule I at its own costs, risk, expenses and responsibility by putting up thereon multi storied building/s in accordance with RERA and laws & regulations in force, and conforming to the plans and construction license approved by the concerned authorities. The DEVELOPER shall be free to revise the said plans from time to time in the manner it deems fit and proper, provided that such revision/s are according to laws and regulations and duly sanctioned by the concerned authorities and the DEVELOPER shall not reduce the area of the built up area admeasuring 239.09 sq. mts. to be allotted and constructed for the OWNERS/VENDORS as per the specifications annexed



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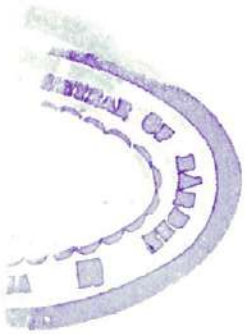
hereto and shall deliver the same along with the occupancy certificate within a period of 36 months from the final approval of plans/licenses from the Planning and Development Authority and Mapusa Municipal Council etc., the dates of which shall be made known to the OWNERS/VENDORS for their record and for computing the time limit of 36 months.




b) During the construction of the building/s the DEVELOPER shall obtain temporary connections as regards Electricity and Water in the name of the OWNERS/VENDORS. The amounts required to be deposited/paid towards obtaining the same shall be borne by the DEVELOPER and the OWNERS/ VENDORS shall not be liable to pay the same.

c) The DEVELOPER shall be free from this date to enter into the said plot better described in Schedule I hereto and carry out therein all works for the said development and construction including leveling, excavation, and all construction and development until completion of the said proposed buildings.

d) That the representations held out by the OWNERS/VENDORS are true and are hereby reiterated.

e) The DEVELOPER shall be entitled to apply for, in the name of the OWNERS/VENDORS, get approved, passed and issued all building licenses, NOC's, approvals and permits required for the proposed construction of Residential cum Commercial Complex from any Department, Planning and Development Authority and



Mapusa Municipal Council, Directorate of Health Services, Electricity Department, Public Works Department etc. any Government body, Semi or Quasi Semi Government Agency or Authority, Revenue Court, Local Authority etc.

f) The DEVELOPER shall be entitled to float schemes for the construction of any multi-storied building/s at the cost and expense of any person/third parties and shall be entitled to advertise any such scheme in the newspapers and/or through any other media and the DEVELOPER shall be entitled to and at liberty to execute and enter into, in their own name, any contract and/or agreement for construction and /or sale or of any nomenclature whatsoever in respect of the flats and other premises in the proposed building complex to be constructed in the said plot better described in Schedule I hereunder, with proportionate rights of sale in the said plot better described in Schedule I hereto at such price and on such terms and conditions and covenants as the DEVELOPER may deem fit and proper, excluding the said built up area to be constructed for the OWNERS/VENDORS and the proportionate share in the said plot better described in Schedule I hereunder corresponding thereto.

g) However, such agreements shall be binding on the OWNERS/VENDORS only if the DEVELOPER complies with the terms and conditions of this agreement and allots the said built up area to be allotted to the OWNERS/VENDORS as per this agreement.

h) The DEVELOPER is further permitted to construct temporary structures for the stay of the laborers during



the period of construction, dumping and storage of materials, fencing and carrying out all other incidental works in connection with the construction and development of the said plot better described in Schedule I hereto.

i) The OWNERS/VENDORS shall execute an Irrevocable Power of Attorney in favor of the DEVELOPER authorizing its Directors or any of them to perform all the necessary lawful acts, deeds, things and matters for enabling the DEVELOPER to obtain all permissions, licenses, for the development of the said plot better described in Schedule I hereto;

j) The DEVELOPER shall get cleared the laborers after the completion of the building project. All directives laid down by the Government for the welfare etc. of the laborers shall be observed by the DEVELOPER.

k) The DEVELOPER shall endeavor to ensure that the period from the date of signing this agreement of Development cum Sale to obtaining of the approved plan and license shall not extend beyond 18 months. Provided however, the period to the extent that the current pandemic affects the working of the concerned authorities/departments in the State of Goa, granting requisite approval/licenses, ban on construction/issue of licenses and/or other natural calamities, etc., delays the construction work to be carried out in the said property, such period shall be excluded for computing the said time of 18 months.



- 1) The DEVELOPER shall be entitled to obtain the occupancy certificate in respect of all the premises constructed in the said buildings in its own name, except the built up area/Duplex and shop to be constructed for the OWNERS/VENDORS.
- m) The OWNERS/VENDORS, upon construction and delivery of possession of the said built up area completed in all respects and with occupancy certificate, shall either execute an Irrevocable Power of Attorney in favour of the DEVELOPER, or at the option of the DEVELOPER shall execute a Deed of Sale in respect, of the said plot better described in Schedule I hereto excluding the proportionate undivided share/portion of the said plot better described in Schedule I hereto corresponding to the said Shop No. S3 and Duplex D1 in respect of the said plot better described in Schedule I hereunder, in favour of the DEVELOPER or its nominee/s.
- n) In the alternative, and if so requested by the DEVELOPER, the OWNERS/VENDORS shall execute a Sale Deed in respect of the said plot better described in Schedule I hereto in favour of a Co-operative Society or any legal entity which shall comprise the owners or financiers of various premises in the proposed building/s complex to be constructed in the said plot better described in Schedule I hereto.
- o) If the DEVELOPER or its nominee/s so requests, the OWNERS/VENDORS shall, along with the DEVELOPER, execute individual sale deeds in favour of each of the flat/shops comprised in the said building/s and other premises in respect of the proportionate undivided share in the said plot better described in





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Schedule I hereto in favour of the prospective buyers of the premises. All the costs, expenses and charges concerning the preparation, execution and registration of such deeds shall be exclusively borne by the DEVELOPER or its nominees and customers without any reference to the OWNERS/VENDORS. In case any housing society or any other legal entity is formed, the OWNERS/VENDORS for whom the said shop/flat/duplex are going to be constructed and allotted, shall become members of such society or body and sign all papers, applications and other documents and shall make all necessary contributions.

- p) The DEVELOPER shall endeavor, to the best of its ability, to form the society in respect of all the third party owners/purchaser of the shops/flats/duplex comprised in the building scheme of the sale of the flats/apartments provided the DEVELOPERS have the necessary strength of members to enable the said society to be formed and registered according to the Law. In case any housing society or any other legal entity is formed, the OWNERS/VENDORS for whom the said built up area are going to be constructed and allotted, shall become members of such society or body and sign all papers, applications and other documents and make all contributions that may be necessary.

- q) Consequent upon receipt of said consideration in terms of built up area as agreed upon, the OWNERS/VENDORS shall have no right, title or interest in the said plot better described in Schedule I hereunder, except in the said built up area to be





constructed and allotted to them and the proportionate undivided share in the land corresponding to the same.

- r) If during the construction of the proposed building/s and thereafter, the floor area ratio applicable to the said plot better described in Schedule I hereunder increases, it is to the OWNERS/VENDORS benefit. In such case the OWNERS/VENDORS shall be entitled to increase in F.A.R. in the proportion of 40:60. In case it is decreased the OWNERS/VENDORS proportion shall not be decreased.
- s) The OWNERS/VENDORS shall be liable to pay as and when called for by the DEVELOPER and/or the Co-operative Society/Legal Entity as the case may be, all the necessary dues like House Tax, Electricity and Water charges as may be payable in respect of their premises, after possession of the said shop No. S3 and Duplex D1 in the said building are handed over to the OWNERS/VENDORS.
- t) Consequent upon receipt of said consideration in terms of built up area as comprised in the said shop No. S3, and Duplex D1, the OWNERS/VENDORS shall have no exclusive right, title or interest in the said plot better described in Schedule I hereunder, except in the said shop No. S3, and Duplex D1, to be constructed and allotted to them and the proportionate/undivided share in the said plot better described in Schedule I hereunder corresponding to the said shop No. S3 and Duplex D1.
- u) Both parties agree that all the sale deeds or agreements to sell/transactions of the premises in the proposed



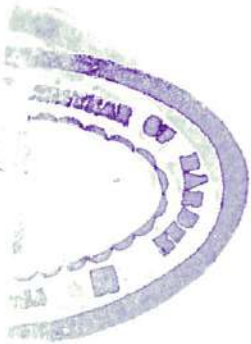
buildings shall be at the risk, costs, account and responsibility of the DEVELOPER , subject however to the OWNERS/VENDORS executing the necessary deeds/ documents, as provided hereinabove, as and when called upon to do so by the DEVELOPER and/or its nominee. It is hereby clarified that the intention of the parties hereto is that the DEVELOPER shall alone be liable and responsible to any third parties in connection with all dealings between the DEVELOPER and such parties. All proceeds of sale of various premises shall be the sole entitlement of the DEVELOPER without any share/interest to the OWNERS/VENDORS.

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- v) If on account of any act or omission or default committed by the OWNERS/VENDORS or because of any Act of God or force majeure or outbreak of hostilities of war, civil commotion, internal instability in the country, major political disturbance in the Country affecting law and order, non-approval of Building plans, acquisition or requisition by the government and/or any other authority, building freeze or ban, operation of any law, regulation, ordinance in force, litigation and the said plot better described in Schedule I hereto cannot be used for construction purposes, or built upon by the DEVELOPER, the DEVELOPER is entitled to get this Agreement cancelled at its option.
- w) The OWNERS/VENDORS agrees that if there are any claims by any other person/claiming to be co-owners of the said plot better described in Schedule I hereunder or having any right, title or interest in the said plot better described in Schedule I hereunder the OWNERS/VENDORS agree to settle such claimant, and





the DEVELOPER'S liability under this Agreement shall be suspended until such time as the claim is settled.

- x) That the OWNERS/VENDORS and the DEVELOPER undertake and agree not to encumber the said plot better described in Schedule I hereunder in any manner whatsoever so long as this agreement remains in force, and shall not mortgage the same or create any lien or charge against the same. The DEVELOPER shall however be entitled to mortgage any of the shops/flats/apartments other than the built up area agreed to be constructed for the OWNERS/ VENDORS.




6. Either parties to the agreement shall be entitled for specific performance of this agreement.
7. The OWNERS/VENDORS have furnished to the DEVELOPERS certified copies of all title documents in respect of the said plot.
8. All the expenses towards stamp duty, legal fees, registration fees shall be borne by the DEVELOPER or its nominees at the time of the execution of the final Deed/Deeds of Sale/Conveyance in respect of the said plot
9. Both parties agree and undertake to cooperate with each other for giving effect to the terms of the present agreement and do all such acts, deeds and things as may be necessary for compliance thereof.
10. That the possession of the said shop and Duplex to be constructed for the OWNERS/VENDORS as hereinabove stated and mutually agreed upon, shall be handed over to







the OWNERS/VENDORS, after obtaining of Occupancy Certificate and NOC's within 36 months from the final approval of the plans, licenses, NOC's from Public works Dept., Health Dept., Electricity Dept., etc. from the Planning and Development Authority and Mapusa Municipal Council, RERA approval. In case the said the said built up area is not handed over to the OWNERS/VENDORS by the DEVELOPER beyond the stipulated period of 36 months, (a) If the possession of the Shop No. S3 is not handed over to the OWNERS/VENDORS by the DEVELOPER, within the stipulated time, the DEVELOPER shall be liable to pay to the OWNERS/VENDORS penalty @ Rs. 15,000/- (Rupees Fifteen Thousand only) per month, until such date that the DEVELOPER hands over the possession of the Shop no. S3 to the OWNERS/VENDORS. (b) If the possession of the Duplex D1 is not handed over to the OWNERS/VENDORS by the DEVELOPER, within the stipulated time, the DEVELOPER shall be liable to pay to the OWNERS/VENDORS penalty @ Rs. 20,000/- (Rupees Twenty Thousand only) per month, until such date that the DEVELOPER hands over the possession of the Duplex D1 to the OWNERS/VENDORS. However in case there is any delay caused to the said construction work for e.g. because of any Act of God, force majeure, outbreak of hostilities of war, civil commotion, internal instability in the country, major political disturbance in the country affecting law and order, litigation, obstruction by any claimant to the said plot better described under Schedule I, non-availability of building material and the said building project to be undertaken by the DEVEOPER in the said plot is delayed on such accounts or any other genuine reason in and the constructions of the said shop and flats are delayed beyond



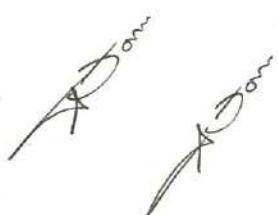
the stipulated period of 36 months, the DEVELOPER shall be entitled to such further time, as is reasonable, to hand over possession of the said shop and duplex to the OWNERS/VENDORS. In case of the building work is delayed for the reasons stated above, the DEVELOPER shall be entitled to get an extension of time to get a clear period of 36 months totally to complete the building.




ADDITIONAL WORK TO BE UNDERTAKEN BY THE DEVELOPER WITHIN SIX MONTHS AFTER SIGNING THIS AGREEMENT OF DEVELOPMENT CUM SALE

The DEVELOPER has agreed to complete/do the below mentioned work to the residential bungalow of the OWNERS/VENDORS bearing house No. 69, situated at Bamanwaddo, Mapusa, Bardez, Goa, within a period of 6 months from the date of signing this Agreement of Development cum Sale at the cost of OWNERS/VENDORS (time being of the essence).

- a) On the first floor of the OWNERS/VENDORS bungalow two spaces have kept on the mosaic floors of the balcony and sit out respectively, so that the design can be done on the said spaces/portion. The DEVELOPER shall get the same completed with a suitable design of the OWNERS/VENDORS choice.
- b) The outstanding electrical work including earthing to the said OWNERS/VENDORS bungalow.



- 
- c) Plumbing work to the said bungalow shall be rectified/corrected.
 - d) A suitable shelter shall be made for the staircase.
 - e) A gate shall be made and fitted to the garden.
 - f) A gate shall be made and fitted for the terrace.

SPECIFICATION (FIXTURES, FITTINGS AND AMENITIES)

1. STRUCTURE:


R.C.C. framed structure as per an approved design of competent authority. External walls of 200/230 mm thick laterite stone/concrete block masonry and internal partition walls of 115 mm thick brick/compressed brick masonry. The walls shall be finished with 12 mm cement plaster internally with neeru/acrylic paste finish and with 18 mm thick cement plaster externally.

2. STAIRCASE & LANDING:

The flooring of staircase that is landing, thread and riser shall be in combination of kota and kadappa. The railing shall be of 30-50 cms in R.C.C. and above that it shall be finished in iron grills.

3. FLOORING:





The flooring internally in all the rooms including balcony and passages shall be of vitrified tiles of 60 x 60 cms. dimension and Vitrified tiles in Kitchen floor with same colour skirting. Coloured anti-skid ceramic tiles for all the toilet and bathrooms.

4. WALL FINISH:

All internal walls and ceilings will have Acrylic emulsion paint and white washed external walls will have double coat waterproof plaster with weather coat paint (Asian/ICI). The colour scheme of interior of flats will be jointly selected by the OWNERS/VENDORS and DEVELOPERS.

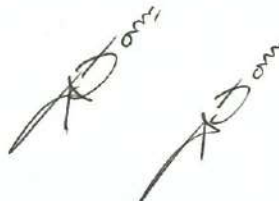
5. DOORS:


The main door shall be of polished teak wood with the necessary design in wood as per the approved drawings. The main door shall have night latch of Europa make and shall also have a brass latch which can be locked with a padlock and a brass handle on outside. Similarly the inside shall also have a brass latch. All internal doors will be of 30 mm water proof Anchor make flush door with stainless steel fittings. Bedrooms will have dead lock. The door and frames of Bathroom/Toilet shall be of PVC. All the door frames will be of Sal wood.

6. WINDOWS:

The windows shall be of Aluminum powder coated, with glass inserts. WC/bathroom ventilators will be fitted with movable/adjustable louvers.

7. TOILETS & BATHROOMS:





Internal plumbing lines shall be in CPVC & UPVC appropriate fittings. External plumbing shall be of UPVC. Sewage chambers shall have concrete covers. Wash basins & WC shall be also provided in the bathrooms. They shall be of Cera or equivalent make. Wall mounted wash basin and floor mounted WC shall be provided for 3 toilets in Maroon (basic model) and other 3 toilets in darker shade (basic model). The shower area shall have hot and cold mixer of Jaguar make (basic model) or equivalent. European WC shall be provided for the toilets. Dado will be extended up to the ceiling of the toilets/bathrooms;

8. KITCHEN:

The kitchen will have raised cooking platform black granite topping with SS Sink stainless 'steel sink of Nirali make and 60 cms. of ceramic tile dado shall be provided throughout the platform length.

9. ELECTRICAL INSTALLATIONS:


Three phase copper wiring of (Finolex/Anchor make) proper gauge shall be used. The system of wiring shall be concealed with flush mounted switching accessories of Legrand or equivalent make including the concealed boxes.

10. SUMP AND OVERHEAD TANKS:

A sump of 10,000 liters shall be constructed. Overhead tank of Shakti/Sintex shall be installed. A overhead tank of 3,000 liters shall be provided in Block A and a tank of 2,000 liters shall be provided in Block B.



SCHEDULE I



All that plot of land admeasuring 951 square meters, forming portion of the larger property known as "BATULEM", Carraswaddo, Mapusa, more particularly described in Schedule I hereinabove. This property is not registered in the Land Registration Office but is enrolled in the Matriz Predial under No. 520, surveyed under P.T. Sheet No. 17, Chalta No. 10/4 originally admeasuring 1531 Square meters, This plot is bounded as follows:-

North : By the property of the heirs of Gabriel Faria and Felicio Faria, presently surveyed under chalta No. 10/3 of P. T. Sheet No. 17.

South : By the property originally belonging to Maria Joaquina Carrasco surveyed under chalta No. 10/4-A, 17/17 & 18/17 of P. T. Sheet No. 17.

East : By the old Colvale Road

West : By the property surveyed under Chalta No. 10/4-A and the Public Road.



SCHEDULE II

The total construction cost of the Shop and Duplex is Rs. 59,77,250/- (Rupees Fifty Nine Lakhs Seventy Seven Thousand Two Hundred Fifty only), the consideration/purchase amount shall be paid entirely in kind, which shall be fully borne by the DEVELOPER. The following are the details of the premises:-

1. One shop No. S3, admeasuring built up area of 27.91 sq. mts. equivalent to carpet area of 24.20 sq. mts., situated on the ground floor of Block A, for Rs. 6,97,750/- (Rupees Six Lakhs Ninety Seven Thousand Seven Hundred Fifty only).
2. One Duplex D1, admeasuring built up area of 211.18 sq. mts. equivalent to carpet area of 175.86 sq. mts., for Rs. 52,79,500/- (Rupees Fifty Two Lakhs Five Hundred Only).

The total built up area is 239.09 sq. mts. equivalent to carpet area of 200.06 sq. mts.

ANNEXURE A, B, C, D & E

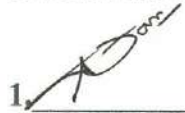
Plans attached herein with the agreement

IN WITNESS WHEREOF, the respective parties put their signatures below:-

PARTIES



OWNERS/VENDORS

1. 

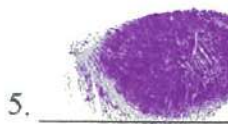
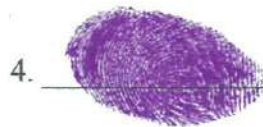
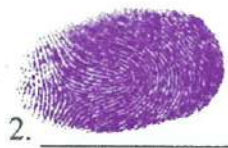


(MR. ALLAN JEROME ANTHONY ROSARIO FARIA alias
ALLAN JEROME FARIA alias ALLAN FARIA)

THUMB IMPRESSIONS

L. H.

R. H.













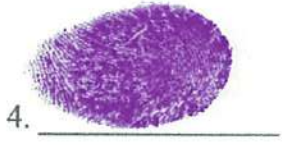
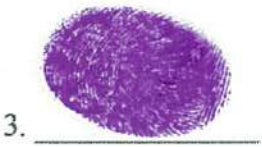
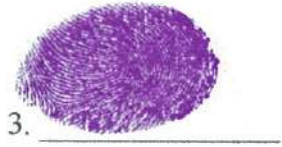
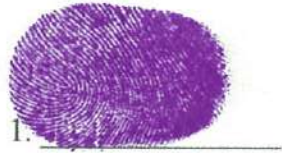
2. *[Handwritten signature]*

(MS. MARIA ELENA DO ROSARIO FERRAO through her lawful Attorney MR. ALLAN JEROME ANTHONY ROSARIO FARIA alias ALLAN JEROME FARIA alias ALLAN FARIA)

THUMB IMPRESSIONS

L. H.

R. H.



[Handwritten signatures]

[Handwritten initials]



DEVELOPER

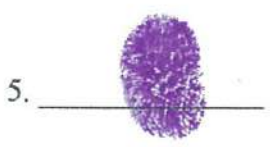
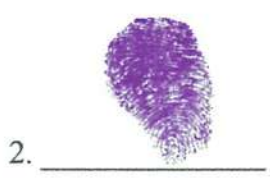
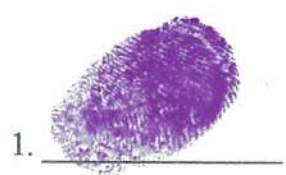
Mendonca

(THE ATTIC CONSTRUCTIONS (INDIA) PRIVATE LIMITED
REPRESENTED BY ITS MANAGING DIRECTOR MR.
MAURILIO FRANCISCO MENDONCA)

THUMB IMPRESSIONS

L. H.

R. H.



Mendonca
Mendonca

M

WITNESSES

1. CELSO JOAO BAPTISTA DE MELO E PINTO

Celso Pinto

2. DANIEL DO ROSARIO FERRAO

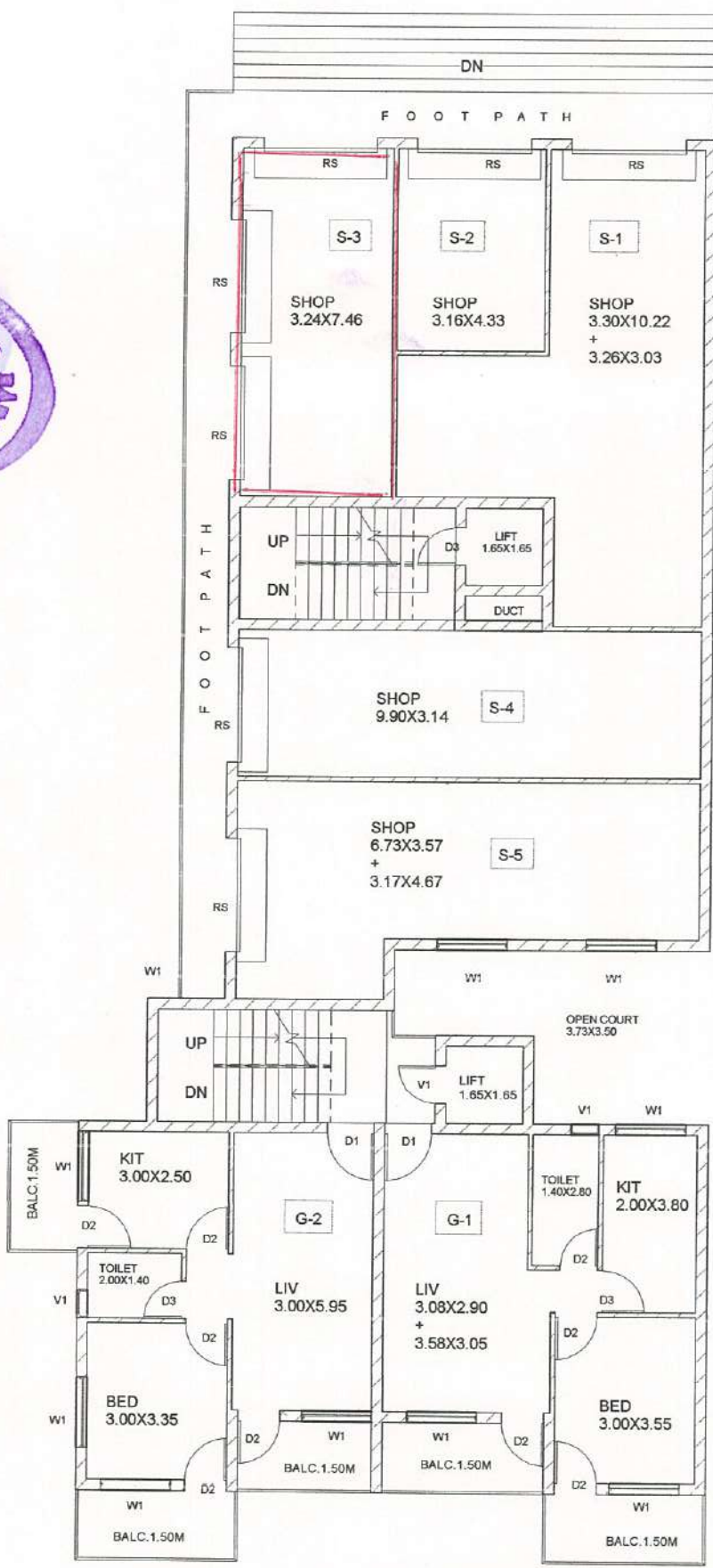
D. Ferrao

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

ANNEXURE A



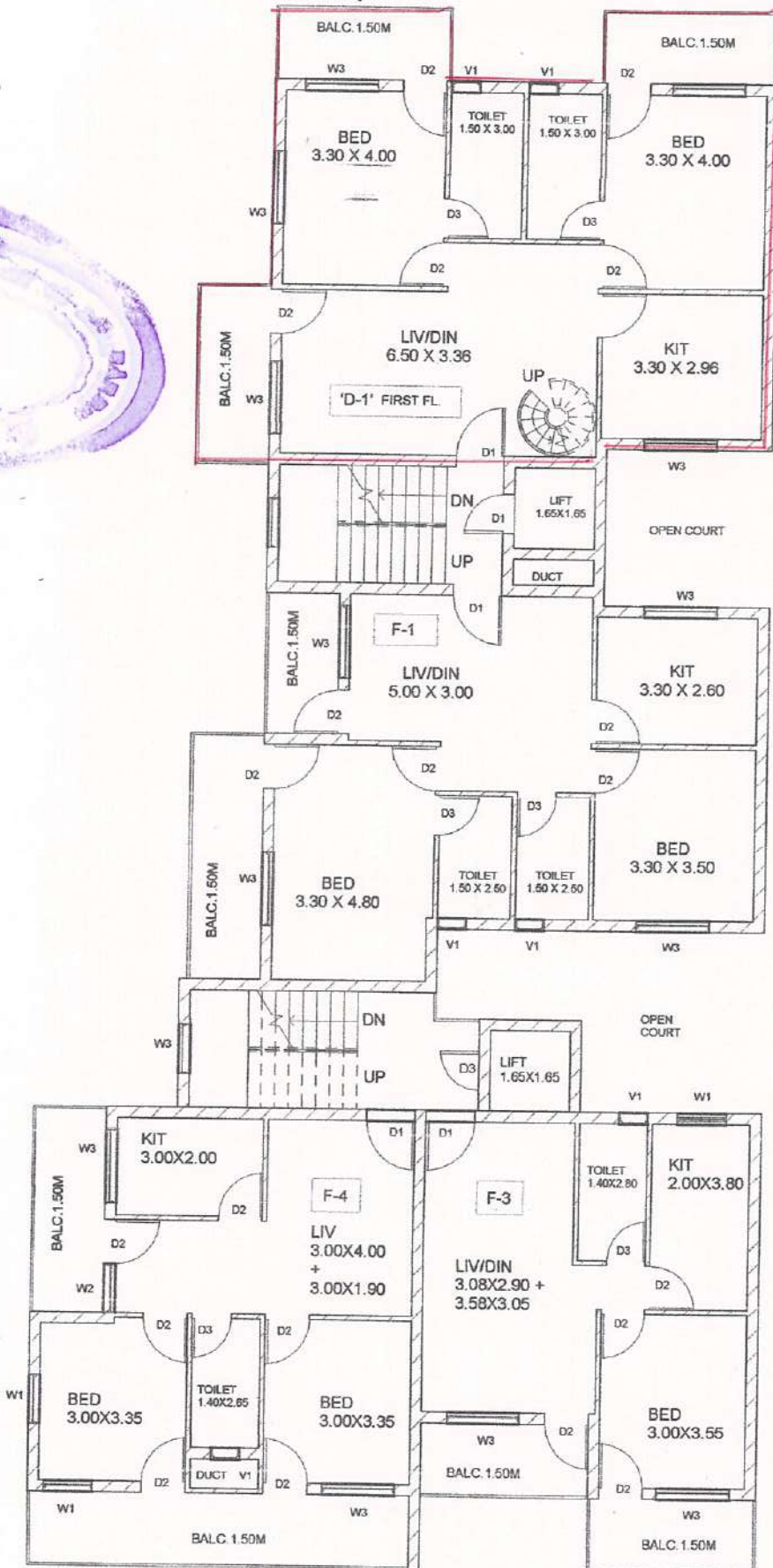
FLAT NO.	B/U. AREA
S-1	48.50 SQ.M.
S-2	15.00 SQ.M.
S-3	27.91 SQ.M.
S-4	34.72 SQ.M.
S-5	42.48 SQ.M.
G-1	69.60 SQ.M.
G-2	70.01 SQ.M.

FLAT NO.	CARPET AREA
S-2	13.66 SQ.M.
S-3	24.20 SQ.M.

UPPER GROUND FLOOR PRESENTATION DRAWING

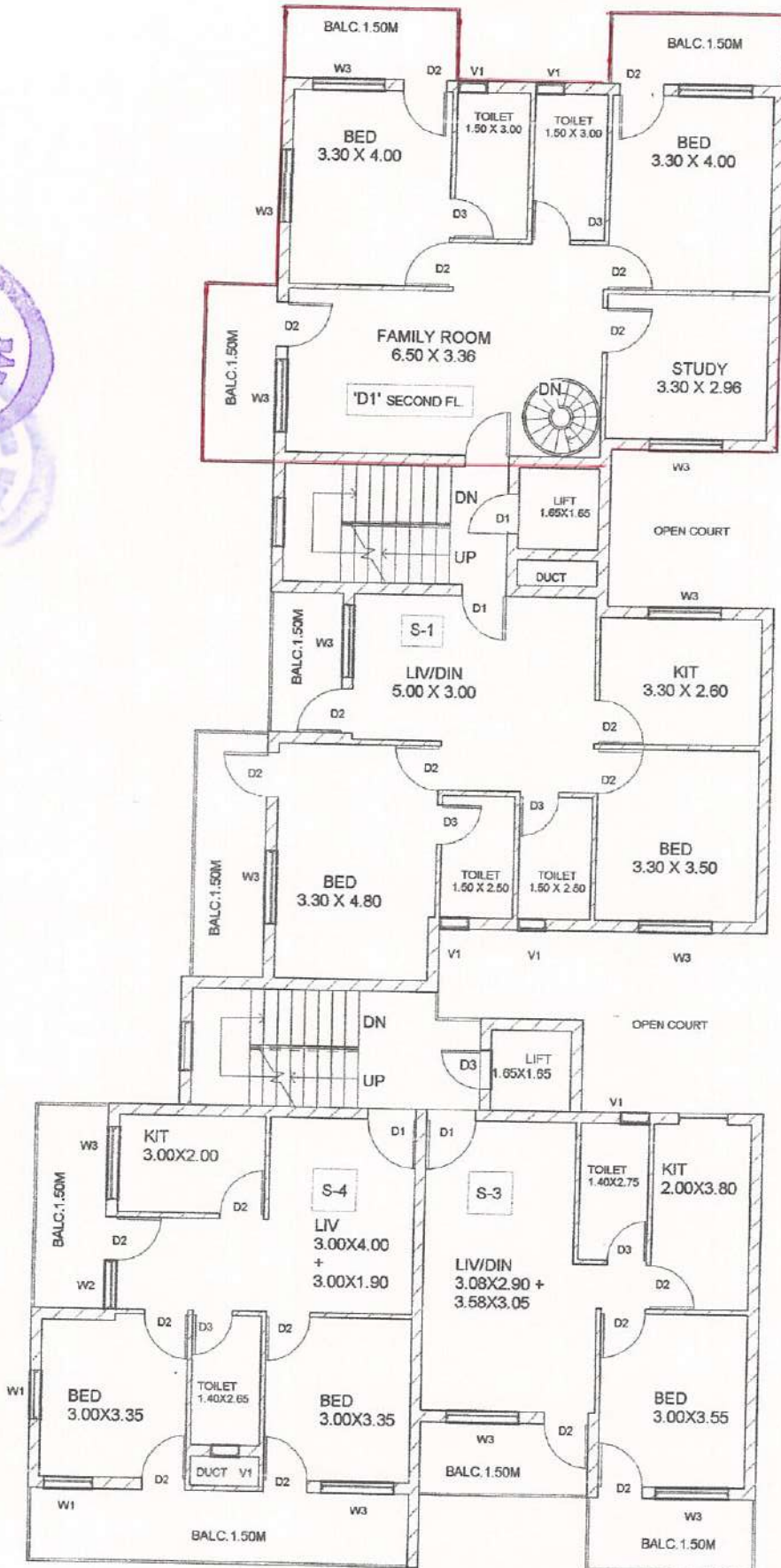
ANNEXURE B

TOTAL B/U. AREA OF DUPLEX FLAT 'D1' ON FIRST FLOOR AND SECOND FLOOR = 211.18 M2



FIRST FLOOR PRESENTATION DRAWING

ANNEXURE C



SECOND FLOOR PRESENTATION DRAWING

[Handwritten signatures and initials in blue ink]

ANNEXURE D



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA

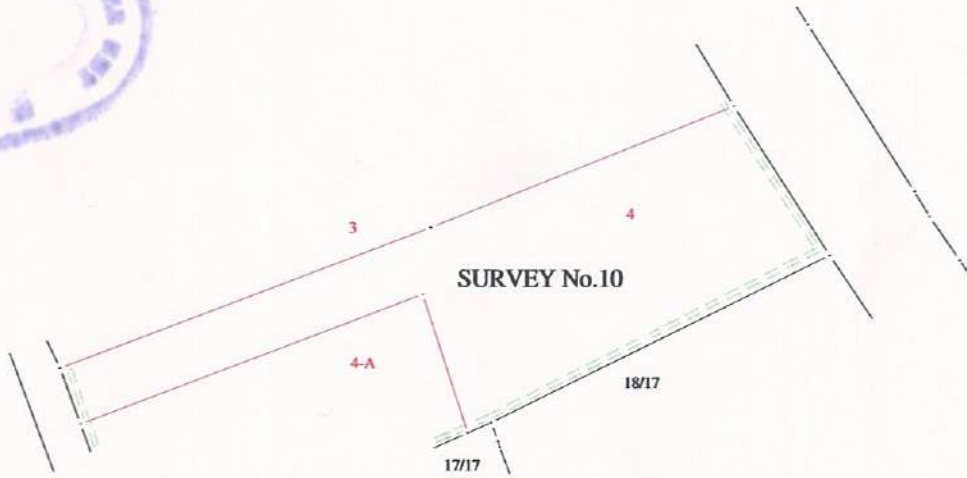


Plan Showing plots situated at
CITY : MAPUSA
Taluka : BARDEZ
P.T. SHEET No. 17 / Survey No./Subdivision No. : 10/ 4
Scale :1:500

RAJESH
RAMDAS PAI
KUCHELKAR

Digitally signed by
RAJESH RAMDAS
PAI KUCHELKAR
Date: 2021.11.12
11:00:15 +05'30'

Inspector of Survey &
Land Records.



Generated By : Swapnil B. Bhonsle (D'Man Gr. II)
On :28-10-2021

NOTE : Plan to be printed on A3 size paper



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 25-Mar-2022 11:03:38 am

Document Serial Number :- 2022-BRZ-1384

Presented at 10:52:09 am on 25-Mar-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	174000
2	Registration Fee	180000
3	Processing Fee	1140
Total		355140

Stamp Duty Required :174000/-

Stamp Duty Paid : 174000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	MAURILIO FRANCISCO MENDONCA Director Of The Attic Constructions India Private Limited ,Father Name:EMELIANO MENDONCA, Age: 58, Marital Status: ,Gender:Male,Occupation: Business, Address1 - 61-A. Next to Bastora Panchayat, Bastora, Bardez, Goa, Address2 PAN No.: [REDACTED]			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ALLAN JEROME FARIA , Father Name:JOSEPH FRANCIS FARIA, Age: 66, Marital Status: Married ,Gender:Male,Occupation: Other, 69, Baman Vaddo, Near Cuchelim Spring. Karaswada, Mapusa, Goa, PAN No.: [REDACTED]			
2	ALLAN JEROME FARIA , Father Name:JOSEPH FRANCIS FARIA, Age: 66, Marital Status: ,Gender:Male,Occupation: Other, 69, Baman Vaddo, Near Cuchelim Spring, Karaswada, Mapusa, Goa, PAN No.: [REDACTED] , as Power Of Attorney Holder for MARIA ELENA DO ROSARIO FERRAO			
3	MAURILIO FRANCISCO MENDONCA Director Of The Attic Constructions India Private Limited , Father Name:EMELIANO MENDONCA, Age: 58, Marital Status: ,Gender:Male,Occupation: Business, 61-A. Next to Bastora Panchayat, Bastora, Bardez, Goa, PAN No.: [REDACTED]			

Witness:

I/We individually/Collectively recognize the Vendor, Developer, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
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Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: CELSO JOAO BAPTISTA DE MELO E PINTO, Age: 85, DOB: , Mobile: 9158132851 , Email: , Occupation: Self Employed , Marital status : Unmarried , Address: 403507, 88 Vale, 88 Vale, Assagao, Bardez, NorthGoa, Goa			
2	Name: DANIEL DO ROSARIO FERRAO, Age: 58, DOB: , Mobile: 9822180845 , Email: , Occupation: Engineer , Marital status : Married , Address: 403507, 40 Rajwaddo, 40 Rajwaddo, Mapusa, Bardez, NorthGoa, Goa			

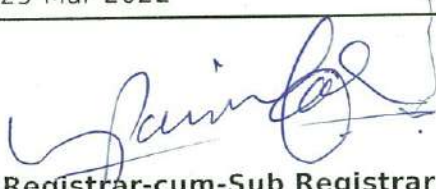

 Sub Registrar
 SUB-REGISTRAR
 BARDEZ

Document Serial Number :- 2022-BRZ-1384



Document Serial No:-2022-BRZ-1384

Book :- 1 Document
Registration Number :- **BRZ-1-1340-2022**
Date : 25-Mar-2022



Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)

**SUB-REGISTRAR
BARDEZ**



Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Bardez
REGISTRATION DEPARTMENT. GOVERNMENT OF GOA

Print Date Time:- 25-Mar-2022 11:05:09

Date of Receipt: 25-Mar-2022

Receipt No : 2021-22/9/5018

Serial No. of the Document : 2022-BRZ-1384

Nature of, Document : **Agreement or its records or Memorandum of Agreement - 5**

Received the following amounts from **MAURILIO FRANCISCO MENDONCA Director Of The Attic Constructions India Private Limited** for Registration of above Document in Book-1 for the year 2022

Registration Fee	180000	E-Challan	• Challan Number : 202200229581 • CIN Number : CPABZMIC2	180000
Processing Fee	1140	E-Challan	• Challan Number : 202200229581 • CIN Number : CPABZMIC2	1140
Total Paid	181140 (Rupees One Lakh Eighty One Thousands One Hundred And Forty only)			

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

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

Please handover the Registered Document to the person named below

Name of the Person Authorized : **DANIEL FERREO**

D. R. Ferrero

Specimen Signature of the Person Authorized

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

The Registered Document has been handed over to on Dated **25-Mar-2022**

Signature of the person receiving the Document

Mendonca

Signature of the Presenter

Signature of the Sub-Registrar