Phone No: Sold To/Issued To: MARIO BERALDO FERNAN For Whom/ID Proof: AADPF6051B





JUL-01-2023 12:42:48

₹ 0951000/ZERO NINÉ FIVE ONE ZERO ZERO ZERO

Other 38152071688215368270-00001085 3815207 35/02/06/2021-RDII

FOR APV FINANCIAL

Authorised Signatory

onmanawaz



2023: 882:32/01

# AGREEMENT FOR SALE

Palere.

Modio Pul

Juno 1

This **AGREEMENT FOR SALE** is executed at Mapusa, Bardez-Goa, on this 3<sup>rd</sup> day of July 2023.

# BETWEEN

1	. MRS CHRISTINA DSOUZA VAZ, daughter of late Pio D'souza and
	wife of Mr. Frankie Vaz, 57 years of age married, service, Indian
	National, holding PAN Card No. Aadhaar No.
-	and Mobile No.
2	. MR. FRANKIE VAZ, son of Cajetan Vaz, 53 years of age married
	Business. Indian National, holding PAN card no.
	Aadhaar No. and Mobile No. both
	resident of Plot No 37 Vaishnaoi Enclave Petbasheerabad, Harsha
1	Hospital, Jeedimetla, Suchitra Junction, Medchal K V Rangareddy
	Telengana 500067.
1	
13.	MRS JENNIFER MAHINDRA DSOUZA, daughter of late Pio D'souza
1	and wife of Mr. Dinesh Kumar Mahindra, 55 years of age, married
,	housewife, Indian National, holding PAN card no.
	Aadhaar No and Mobile No.
4.	MR. DINESH KUMAR MAHINDRA, son of Pavan Kumar Mahindra
	46 years of age married, Business. Indian National, holding PAN card
/	no. A adhaar No and Mobile No.
	, both residing at 2-4-46, Kummari Gutta Chandula
	Bowli, Secunderabad, Tirumalagiri, Manovikasnagar, Hyderabad,
	Andhra Pradesh 500009;
	War le
	this
	Jes ver
	the man

5.	MRS ENID RODRIGUES, daughter of late Wilfred Rodrigues and
	Brigid Rodrigues, and wife of Mr. Keith Lenon Noronha, 38 years of
	age, married, housewife. Indian National, holding PAN card no.
	, Aadhaar No. and Mobile No.
/	, residing at Marian, Chikuwadi 1st lane Nr. St Anthony
	Church, Malad (west), Kharodi Mumbai, Maharashtra 400095;

age married, service, Indian National, holding PAN card no.

Aadhaar No

residing at Mehta Estate, A Block, 1st floor, 262Thakurdwar Road, Charni Road (East) Mumbai, Maharashtra 400002;

s, 31 years of age, Bachelor, service. Indian National, PAN Aadhaar No. and Mobile No. and Mobile No. hereinafter called "THE VENDOR/ SELLER/FIRST PARTY" (which terms of expression shall unless repugnant to the context or meaning thereof shall mean and deemed to include his heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART;

#### AND

MR. MARIO BERALDO FERNANDES, son of late Constancio 55 years of age, married, civil engineer, Indian National,

Some

Maly

holding PAN card no.

Mobile No.

residing at house no 242/A1, St. Jerome vaddo Duler, Mapusa, Bardez, Goa, proprietor of M/s MARIO FERNANDES & CO, hereinafter called "THE DEVELOPER/PURCHASER/ SECOND PARTY". (which terms of expression shall unless repugnant to the context or meaning thereof shall mean and deemed to include his heirs, executors, administrators, successors, legal representatives and assigns) of the SECOND PART.

WHEREAS Vendor no 2, 3, 4, 6 and 7 are represented herein by their attorney their sister/sister in law/wife, MRS CHRISTINA DSOUZA VAZ, daughter of late Pio DSouza and wife of Mr. Frankie Vaz, 57 years of age married, service, Indian National, holding PAN card no. ACQPV8177R and Aadhaar card No. 873- 0854-0030, residing at Plot No 37 Vaishnaoi Enclave Petbasheerbad, Harsha Hospital, Jeedimetla, Suchitra Junction, Medchal K V Rangareddy, Telengana 500067, vide power of attorney registered under registration no 17140/2019, dated 20th March 2023, before Notary Korpika Lakshman, Secunderabad.

WHEREAS the vendors are the owners in lawful possession of the property in the ward Carras Covado of the town of Mapusa, which is a part or portion of the land known as "Comonaicho Soddo or Commonnaicacho Soddo" within the limits of the Mapusa Municipal Council, Bardez Taluka, Sub District of Bardez, District of North Goa and State of Goa, wholly described in the Land Registration Office of Bardez under no 31237 at folio 101 of book B-80, not enrolled in the Taluka Land Revenue Office, but presently surveyed under Chalta no 51-A of P.T. Sheet no. 52 of City Survey of Mapusa, Bardez, admeasuring 1224 square meters and bounded:-

wo fu

Oderse Joseph

SUB-REGISTRAR

On the east: Road

On the West: Property bearing chalta No 51 of PT Sheet No 52 of

Mapusa city.

On the North: Road, On the South: Road

There total area of this property admeasuring 1224 Sq. mts. is hereinafter referred to as 'the said property".

**AND WHEREAS** the said property having been described under the Land Description no. 31237 at folio 101 of book B-80 of the Land Registration Records of Bardez, is found to be duly inscribed by the transfer in favour of Marcus Salvador D'Souza.

AND WHEREAS on the death of Marcus Salvador D'Souza and his wife, the said property was inherited by their three son's Mr. Rio D'souza, Mr. Eusebio D'souza and Mr. Silverius D'souza.

**AND WHEREAS** by a Deed of Succession dated 31.05.1995, duly recorded in the office of the Civil registrar and Ex-Officio Notary of Bardez at pages 63 onwards of Book 779, Mr. Mario de Souza and Mr. Marcus de Souza were the universal heirs of Mr. Silverius D'souza and his wife Mrs. Albina Rosa D'souza.

**AND WHEREAS** by a Deed of Partition dated 06.03.1996, duly recorded in the office of the Civil registrar and Ex-Officio Notary of Bardez registered under registration no 1766 in Book I Vol 417 dated 06.09.1996 and by a Deed of Partition dated 15.01.1996, duly recorded in the office of the Civil registrar and Ex-Officio Notary of Bardez registered under registration no 1842 in Book

Enlara Mal Eng

I Vol 420 dated 12.09.1996, the properties were partitioned by the heirs of Marcus Salvador Dsouza and the said property was allotted to Mr. Pio Dsouza.

**AND WHEREAS** by a Partition and amalgamation order dated 02/11/2020 passed by the Dy Collector and SDO Bardez, Mapusa in case no 15/279/2019/PART/LAND the said property was allocated a separate chalta no 51-A.

AND WHEREAS by Inventory Proceedings No 125/2022/C in the court of Senior Civil Judge 'C' Court at Mapusa the said property is allocated to the vendors, namely Mrs. Christina D'Souza Vaz, Mr. Frankie Vaz, Mrs. Jennifer Mahindra Dsouza, Mr. Dinesh Kumar Mahindra, Mrs. Enid Rodrigues, Mr. Keith Lenon Noronha and Mr. Nathaniel Rodrigues.

WHEREAS THE VENDORS are now the owners in lawful possession of the property admeasuring 1224 sq mtrs., bearing Chalta no. 51-A of P. T. Sheet no 52 situated in Carrascowado, Mapusa, which is fully described in the schedule I hereinafter appearing and referred to as "THE SAID PROPERTY" for the sake of brevity.

AND WHEREAS the VENDORS are desirous of selling and the purchaser is desirous of purchasing the said property admeasuring 1224 sq. mtrs., better described in Schedule I, for a price of Rs. 1,89,40,000/- (Rupees One Crore Eighty Nine Lakhs Forty Thousand only) which is the fair market value, on terms and conditions mentioned hereinafter.

Dona

REGISTRAN

Modeling

AND WHEREAS the vendors further declare and guarantee to the purchaser / developer that;

- a) Exclusively the vendors are entitled to own, hold, possess, enjoy and deal with in any manner the "said property I" bearing chalta No 51-A of PT Sheet no 52 of Mapusa city, more specifically described in schedule I.
- b) The vendors' title to the said property is clear, legal unencumbered marketable and subsisting.
- c) The vendors have not agreed to sell the "said property" or any part thereof to any other person / parties.
- d) That there is no litigation or any legal proceeding pending before any court / tribunal, administrative authority with respect of the "said property".
- e) That there are no difficulties, legal or otherwise, for the sale of the "said property" and that the "said property" is free from encumbrances.
- f) That there are no agricultural tenants, lease holders, caretakers, mundkars or any other persons having any rights over "said property".
- g) That there are no easementary rights constitute whether by act of the parties or by efflux of time over the "said property".
- h) That they or their agents / representatives have not assigned the rights to construct to any other party whatsoever and have not created any charges or lien on the "said property" rights to construct and sell the built up area in any manner whatsoever;
- i) That they have not encumbered, mortgaged nor created any lien, charge, on the "said property" with any bank, financial institution, financing agency or any other private leading person or firm/s.
- j) That they have not received any notice of acquisition from any Govt. agency.

Julenza

MOISTRAR

Mideling

AND WHEREAS based on the representation made by the VENDORS, the PURCHASER has verified the aforesaid documents and accepting the true and faithful intentions/representations made by the VENDORS, the PURCHASER is going to develop and purchase the "said property" described in schedule I in the manner appearing hereunder:-

whereas the DEVELOPER / PURCHASER has agreed to develop the "said property" by constructing thereon multi storied building comprising of shops, offices, flats, stilt area as per the approved plan and the DEVELOPER / PURCHASER has agreed to purchase the "said property" from the VENDORS on terms and conditions mentioned herein under below;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
DECLARED AND AGREED BY AND BETWEEN ALL THE PARTIES
HERETO AS UNDER:-

1. That the VENDORS allow the DEVELOPER / PURCHASER to develop the "said property" more fully described in schedule I hereunder written, by constructing thereon multi storied building/s comprising of shops, offices, flats, stilt area and the VENDORS shall sell the "said property" to the DEVELOPER / PURCHASER and the DEVELOPER / PURCHASER shall develop and purchase the said property admeasuring 1224 sq mtrs better described in schedule I for a total consideration Rs.1,89,40,000/- (Rupees One Crore Eighty Nine Lakhs Forty Thousand only).

Sherr

-BEGISTRAR O

Jacons.

- 2. The Purchaser has paid to the vendors a sum of Total Rs, 15,00,000/-(Rupees Fifteen Lakhs only) which is as follows: 1) Rs. 5,00,000/-(Rupees Five Lakhs only) paid to Mrs. Christina D'Souza Vaz and Mr. Frankie Vaz and 2) Rs. 5,00,000/- (Rupees Five Lakhs only) paid to Mrs. Jennifer Mahindra Dsouza and Mr. Dinesh Kumar Mahindra and 3) Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) paid to Mrs. Enid Rodrigues and Mr. Keith Lenon Noronha and 4) Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) paid to Mr. Nathaniel Rodrigues, which the vendors do hereby receipt and acknowledge.
- 3. Balance amount of consideration shall be paid as follow Rs. 30,00,000/- (Rupees Thirty Lakhs only) will be paid by post dated per schedule IV and balance consideration Rs.1,44,40,000/- (Rupees One Crore Forty Four Lakhs Forty Thousand only) will be paid to the VENDORS in kind by constructing or VENDORS flats/shop having total carpet area of 342m2 (3 flats of 150m2 built up area corresponding to 91m2 carpet area each and 3 shops of corresponding to 23 m2 carpet area each) that shall be constructed at the cost of the Developer / Purchaser and allotted to the Vendors, the type of construction being strictly in accordance with the specifications in Schedule III and allotted to the Vendors as provided hereunder. The allocation to individual vendors is as per Schedule A herein under written. The vendors agree and undertake to convey the ownership of "said property" on completion of the above payment.
- 4. That the sale deed for the transfer of the "said property" shall be executed within a period of thirty months from the date of execution of this agreement, and handing over the possession of the flats and

Dulevan

-REGISTRAR

Maily.

shops to the vendors. The sale Deed shall be executed by the Vendors, in favour of the Purchaser or his nominees only after handing over the possession of the flats and shops to the vendors, within 8 days thereof or later if so requested by the Purchaser.

- 5. That incase of delay in payment or handing over the possession of the flats and shops by the purchaser to the vendors as per schedule II, the purchaser shall be liable to pay interest at the rate of 7 % per annum. However, should the delay be more than 6 months, higher rate of interest namely 9% p. a shall be payable by the PURCHASER.
- That the PURCHASER is permitted to consume the entire FSI of 1224 square meters of the "said property".

That on execution of the instant agreement the DEVELOPER / PURCHASER shall be entitled to construct on the said 1224 square meters part of the said property shops, offices, flats, stilts, and other premises of whatsoever nature for and on behalf and at the cost of the DEVELOPER / PURCHASER and / or other persons / third parties.

8. That the DEVELOPER / PURCHASER shall be entitled to get approved / revised, passed and issued all building licenses and permits required for the purpose of building from any department of government, semi or quasi Government / Agency, Authority, Revenue court, Planning & Development body, local authority etc at his cost. The VENDORS shall have no responsibility whatsoever with regard to the preparation of plans and execution of the buildings even though plans and licenses may be in the name of the VENDORS for the entire "said property", as the PURCHASER has got the same prepared and

Poler

Moder Pres.

approved. The PURCHASER undertakes to obey all applicable laws in respect of the same.

9. That the DEVELOPER / PURCHASER is authorized and empowered to sell and / or dispose all the shops, offices, flats, stilted parking bays etc. excluding the flats and shops allocated to the vendors as per this agreement, in the proposed/revised buildings, on such conditions and terms as the DEVELOPER / PURCHASER may agree with the other buyers and appropriate for himself the entire proceeds thereof and the VENDORS will convey, transfer and assign in favor of the other buyers/ third parties from the DEVELOPER / PURCHASER, the proportionate undivided right over the said property in the manner and as per the directions of the DEVELOPER / PURCHASER may indicate, however only after the delivery or possession of flats and shops into the hands of the vendors in payment of the total consideration of sale payable to them under the terms of this agreement.

That the VENDORS allow the DEVELOPER / PURCHASER to enter into agreement for sale of the proportionate undivided right over the "SAID PROPERTY", more fully described in Schedule I herein under with the third parties and construction of shops, flats, offices, stilted area thereon. However, the purchaser shall not do any conveyance or mortgage of the same unless the Vendors have been paid in full as per the terms of this agreement.

11. That the VENDORS simultaneously with the execution of the instant agreement shall execute a power of attorney in favor of the DEVELOPER / PURCHASER and / or his nominee/s in order to enable the DEVELOPER / PURCHASER to implement the provision of

Mulara

Mar Ens.

this agreement. The Power of attorney shall be limited to licensing, facilitating of construction and to enter into agreements to sell the flats/ shops/ offices/ stilt etc. only and there will be no power to sell or convey any part of the "SAID PROPERTY".

- 12. That the VENDORS have delivered to the DEVELOPER / PURCHASER all copies of the documents pertaining to the title to the said property as detailed in this agreement. The DEVELOPER / PURCHASER have investigated into the title of the VENDORS and is satisfied of the same. However, inspite of the above, if there is a defect in the title of the VENDORS, the VENDORS shall be liable to show good, clear and marketable title within a period of six months from the date of signing of this agreement, which period shall be excluded from the said performance of the DEVELOPER / PURCHASER under the terms of this agreement. And in case of any defect in the title, the DEVELOPER PURCHASER shall bring the same to the notice of the VENDORS whereupon the VENDORS shall get the defect removed. If within six months from the date of this agreement the Purchaser does not bring to the attention of the Vendors any further requirement as to the title, it shall be presumed that the Purchaser is fully satisfied with the title.
- 13. In the event of any litigation arising on account of any defect in the title of the VENDORS leading to the cessation of the development or construction activity in the "said property", then the time limits fixed for the performance of the obligations on the part of the DEVELOPER / PURCHASER shall be extended by the actual period of any such delay. In such case, the VENDORS undertake to get the title corrected at their own cost without any liability to the DEVELOPER/PURCHASER.

Morza

RUGISTRAN

Bed Eng.

- 14. That the DEVELOPER / PURCHASER shall immediately on the execution of this agreement, float any scheme for the construction of any premises without any liability to the VENDORS whatsoever, on the "said property" at the cost and expenses of any person/third parties and shall be entitled to advertise any such scheme on the newspapers and or through any other media and to enter into agreement/s with any person/s whomsoever.
- 15. That all the Profits / losses arising out of such construction by the DEVELOPER / PURCHASER, on behalf of third parties as aforesaid, DEVELOPER / PURCHASER at the cost and expenses of the later, shall exclusively accrue to the DEVELOPER / PURCHASER and be enjoyed by him without any objection from the VENDORS, and the VENDORS shall not be liable in any manner.



16. On execution of the final deed of sale/ conveyance in respect of the "SAID PROPERTY" or any part thereof, all the ownership rights of the VENDORS in and to the said property shall be extinguished to the extent of the part sold.

- 17. That the VENDORS shall fully co-operate with the DEVELOPER / PURCHASER in his efforts to obtain and secure all the necessary permissions, licenses, any clearances, NOCs, approvals/ revised approvals, sanctions which in the opinion of the DEVELOPER / PURCHASER are necessary for giving effect to this agreement, by giving a power of attorney to the purchaser for the said purpose.
- 18. That the VENDORS shall fully co-operate with the DEVELOPER / PURCHASER in getting the occupancy certificate, water, electricity,

Doner

and sanitary connection from the concern authorities to each and every part of the proposed building/s to be constructed in the "SAID PROPERTY" the cost of which will be borne by the developer, by giving a power of attorney to the purchaser for the said purpose.

- 19. Any other dispute arising from the contract between the DEVELOPER / PURCHASER and the purchasers of the units, this liability shall be the sole responsibility of the DEVELOPER / PURCHASER and the purchasers of the units, this liability shall be the sole responsibility of the DEVELOPER / PURCHASER. The VENDORS shall not be liable in any manner whatsoever, except as laid out in the appropriate clauses of this agreement.
- 20. That the DEVELOPER / PURCHASER is permitted by the VENDORS to fully utilize the applicable FAR of 1224 m2 exclusively with respect to the "SAID PROPERTY" and if at any time prior to the execution of the Deed of Conveyance, the FAR at present applicable to the "SAID PROPERTY" increases, such increase shall accrue to the benefit of DEVELOPER alone without any rebate to the VENDORS.
  - 21. That the VENDORS undertake not to encumber the "SAID PROPERTY" in any manner whatsoever as long as this agreement is in force and shall not mortgage the same or enter into any agreement with any person/s and / or firms whatsoever hereafter.
  - 22. All expenses for obtaining PDA, Municipal Licenses, DEVELOPER / PURCHASER appointed architects, engineers fees, stamp duty, legal fees, registration fees, shall be paid / borne by the DEVELOPER / PURCHASER or his nominee/s and/or the assignee/s. All liabilities of

Alexan

the Vendors exclusively pertaining to municipal taxes, infrastructure tax, electricity transformer, cess, GST, pertaining to the shops and flats allocated to the vendors will be paid by the developer. All other liabilities of the Vendors, applicable under the law including but not limited to taxes both direct and indirect including capital gains tax, TDS, sinking fund/ maintenance deposits of the shops, levies by, and or other charges will be paid by the vendors from their consideration and the developer will not be liable for the same. As the vendors are retaining the shops and flats there will not be any separate individual sale deeds/ transfer document or other charges and/or stamp duty and/or registration fees for transferring of land applicable for the vendors.

23. That the undivided land totally admeasuring 300 m2 approximately will be retained by the vendors. The 300m2 (approximately) land together with the open well shall always be undivided, impartible and indivisible and the Vendors shall at no time demand to partition thereof. The stilted area and the flats/lift exclusive to the 3 flats will be maintained exclusively by the vendors with no interference by the owners of premises in the adjoining building. shops allocated to the vendors in the building will be a part of the society or any other legal entity that will be registered and the vendors will contribute towards the general maintenance of the building in proportion to the area of shops they own. The vendors permit the owners of premises in the adjacent building to use/pump the water from open well for residential/ commercial use. The open well as well as the pumps exclusive for the building will be maintained by the owners of premises in the adjacent building including payment of the electricity

Aloren Moderne

bill. The vendors will maintain the pumps, pumping water to the 3 flats including paying the electricity consumption bill

24. The DEVELOPER / PURCHASER will get the project executed only on getting it registered under RERA, thereby guaranteeing the completion of the project. As a guarantee the developer has issued undated cheque bearing cheque no 000032, of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) in favour of MRS CHRISTINA D'SOUZA VAZ, drawn on Bank of Baroda Mapusa branch and another undated cheque bearing cheque no 000033, of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) in favour of MRS ENID RODRIGUES, as guarantee, to be uncashed by the vendors only in case the developer is unable to deliver possession of the flats and shops to the vendors by 03/01/2026. The vendor will inform the developer in writing by giving 15 days' notice of depositing the cheques no 000032 and 000033 after 03/01/2026.

The DEVELOPER / PURCHASER shall give possession of the flats as well as the shops to the VENDORS on or before 03/01/2026 (30 months from the date of signing this agreement or 24 months from the date of obtaining approval from RERA whichever is later). If the Promoter fails or neglects to give possession of the Flats as well as the shops to the VENDORS on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be entitled to reasonable extension of time for giving delivery of Flats as well as the shops on the aforesaid date, if the completion of Flats as well as the shops is to be situated is delayed on account of

(i) war, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

Donce

REGISTRAR O

magne.

- 26. The Developer/ Purchaser, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flats as well as the shops, to the Vendors in terms of this Agreement to be taken within one month from the date of issue of such notice and the Developer/ purchaser shall give possession of the Flats as well as the shops to the Vendors. The Vendors agree(s) to pay the maintenance charges towards the shops as determined by the Developer/ purchaser or association of units in the building, as the case may be. The Developer/ purchaser on its behalf shall offer the possession to the Vendors in writing within 7 days of receiving the occupancy certificate of the Project.
- 27. The VENDORS shall take possession of the Flats as well as the shops within 30 days of the written notice from the DEVELOPER/PURCHASER to the VENDORS intimating that the said flats and shops are ready for use and occupancy.

The failure of VENDORS to take possession of Flats as well as the shops upon receiving a written intimation from the DEVELOPER/PURCHASER as per clause 24, the Vendors shall take possession of the Flats as well as the shops from the Developer/purchaser by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Developer/purchaser shall give possession of the Flats as well as the shops to the Vendors. In case the Vendors fails to take possession within the time provided in clause 25, Vendors shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and

Mover

March.

maintenance of the said shops and the building thereon excluding the flats.

29. If within a period of five years from the date of handing over the Flats as well as the shops to the Vendors, the VENDORS brings to the notice of the DEVELOPER/ PURCHASER any structural defect in the Flats as well as the shops in which the Flats as well as the shops are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the DEVELOPER/ PURCHASER at his own cost and in case it is not possible to rectify such defects, then the VENDORS shall be entitled to receive from the Developer/ purchaser, compensation for such defect in the manner as provided under the Act. In case the vendors carry out any work within the Flats as well as the shops after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the developer/ purchaser shall not be liable to rectify or pay compensation. But the developer/ purchaser may offer services to tectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

30. The Vendors (exclusively as owners of shops) along with other purchasers of Apartments/shop/office in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer/ purchaser may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and

Down

Magn.

registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Developer/ purchaser within seven days of the same being forwarded by the Developer/ purchaser to the Vendors, so as to enable the Developer/ purchaser to register the common organization of Vendors. No objection shall be taken by the Vendors if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

31. If within 30 days after notice in writing is given by the Developer/ purchaser to the Vendors that the Flats as well as the shops is ready for use and occupancy, the Vendors shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the shops only. Outgoings of the allocated Flats will be borne exclusively by the vendors) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill pllectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of owners is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Vendors shall pay to the Developer/ purchaser such proportionate share of outgoings as may be determined exclusively of the shops. The Vendors further agrees that till the Vendors' share is so determined the Vendors shall pay to the Developer/ purchaser provisional monthly/ yearly contribution of Rs.9600 per month/annum/per shop towards the outgoings. The

Menze

REGISTRAR

Mailey.

Vendors undertakes to pay such provisional yearly contribution at the time of taking possession and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Vendors shall be regarded as the default on the part of the Vendors.

- 32. The Vendors (exclusively as owners of shops) shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments / shop/office therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Vendors (exclusively as owners of shops) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation BOISTRAR O regarding the occupancy and use of the Apartment/shop/office in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
  - 33. That all notices to be served on the Vendors and the Developer/
    purchaser as contemplated by this Agreement shall be deemed to
    have been duly served if sent to the Vendors or the Developer/
    purchaser by Registered Post A.D and notified Email ID/Under
    Certificate of Posting at their respective addresses specified below:-

#### MRS CHRISTINA D'SOUZA VAZ

Plot No 37 Vaishnaoi Enclave Petbasheerabad,

Alerza

parfus

Harsha Hospital, Jeedimetla,
Suchitra Junction, Medchal K V Rangareddy,
Telengana 500067
Notified Email ID: christinadsouzavaz@ymail.com

M/s Developer/ purchaser name: M/S MARIO FERNANDES & CO, 6 Communidade ghor, 2<sup>nd</sup> floor, above vodafone store, Angod, Mapusa

Notified Email ID: <a href="mailto:mariofernandes.goa@gmail.com">mariofernandes.goa@gmail.com</a>

- 34. That all parties hereto shall be entitled to the specific performance of the terms and conditions of this agreement.
- 35. That the building will be named as "PIO's ANNEXE".
- 36. That the "said property" is believed to have been correctly described in the schedules I, herein under written and if any error or omission in search description were subsequently discovered, the same should not invalidate this agreement.

The Vendors permit and agree that the DEVELOPER/ PURCHASER has the right to use the well water from the said property for construction and for consumption by the apartment/ shop owners of the building.

38. That the **DEVELOPER/PURCHASER** shall be exclusively responsible for any accident or incident that may occur or caused during the period of construction work of the said project and the **DEVELOPER/PURCHASER** shall be solely responsible and answerable before Court of law or before any authority for the same.

More

Janguy.

- 39. That it is hereby agreed that time shall be the essence of this contract.
- 40. It is hereby agreed between the parties that in the event of any dispute between the OWNERS /VENDORS and the DEVELOPER/PURCHASER, all such disputes shall be referred to Civil Court at Mapusa, Bardez, North Goa, and Mapusa court shall have exclusively jurisdiction to decide on such disputes and decision given by the Court shall be final and binding on both the parties.
- 41. The possession of the "said property" has been retained by the Vendors till such time the entire consideration is paid by the Developer to the Vendors. The developer is provided uninterrupted access to the "said property" in order to be able to carry out the work of construction/development as necessary and as contemplated by this agreement.

That for the purpose of stamp duty land is valued at a sum of Rs. 1,22,40,000/- (Rupees one Crore twenty two Lakhs Forty Thousand only) (land 1224 @10000/- per sq mtrs) and the cost of construction of carpet area agreed to construct for the vendors is valued at Rs. 205,50,000/- (Rupees Two Crore five Lakhs fifty thousand only) (Shops 23 x 3 @ 100000/- per sq mtrs = 69,000,00/- Flats 91 x 3 @ 50000/- per sq mts = 1,36,50000/- total 2,05,50000/-) which is totaling to Rs. 327,90,000/- (Rupees three hundred twenty seven Lakhs ninety thousand only) on which the stamp duty of Rs. 9,52,000/- (Rupees nine Lakhs fifty two thousand only) has been affixed and paid by the developer.

Alonza

Modique

43. The vendors herein accept and consent to the allocation in schedule A.

#### SCHEDULE A

(Allocation to the respective vendors)

- 1. To Vendor MRS CHRISTINA D'SOUZA VAZ and Mr FRANKIE VAZ: Flat No 101, on first floor, having a super built up area of 150m2 corresponding to carpet area of 91m2 demarcated in green in the attached plan.
- 2. To Vendor MRS CHRISTINA D'SOUZA VAZ, shop No S2, on ground floor having a super built up area of 29m2 corresponding to carpet area of 23m2 demarcated in green in the attached plan.
- 3. To Vendor MRS JENNIFER MAHINDRA DSOUZA:Flat No 201, on second floor having a super built up
  area of 150m2 corresponding to carpet area of 91m2 and
  shop No S3, on ground floor having a super built up area
  of 29m2 corresponding to having a super carpet area of
  23m2 demarcated in blue in the attached plan.
- 4. To Vendor MRS ENID RODRIGUES and MR NATHANIEL RODRIGUES: Flat No 001 on upper ground floor having a super built up area of 150m2 corresponding to carpet area of 91m2 and shop No S1 on ground floor having a super built up area of 29m2 corresponding to having a super carpet area of 23m2 demarcated in yellow in the attached plan.

Deven

Mailing.



5. Parking areas as demarcated in the attached plan marked in designated colours.

#### SCHEDULE I

# (Schedule of whole property)

All that landed property (demarcated in red in the plan annexed hereto) in the ward Carrascovado of the town of Mapusa, which is a part or portion of the land known as "Comonaicho Soddo or Commonnaicacho Soddo" within the limits of the Mapusa Municipal Council, Bardez Taluka, Sub District of Bardez, District of North Goa and State of Goa, wholly described in the Land Registration Office of Bardez under no 31237 at folio 101 of book B-80, not enrolled in the Taluka Land Revenue Office, but presently surveyed under Chalta no 50-A of P.T. Sheet no. 52 of City Survey of Mapusa, Bardez, admeasuring 1224 square meters and bounded:-

On the east: Road

On the West: Property bearing chalta No 51 of PT Sheet No 52 of

Mapusa city.

TO REGISTRAR

On the North: Road, On the South: Road

#### SCHEDULE II

The possession of the flats and shops will be on or before 03/01/2026

Markey

#### SCHEDULE III

#### (Specifications of flats)

Structure: - R.C.C. framed structure with columns, beams and slab as per the design approved by the MMC/ PWD.

Walls: - External walls to be of 20/15 cm thick laterite stone/cement concrete blocks/bricks or equivalent in cement mortar 1:4 internal walls to be of 10-cm thick bricks/ blocks in cement mortar 1:3. External walls to be plastered with two coats of plaster (last coat to be sand faced). Internal walls to be plastered with one coat of cement /gypsum plaster and the second coat of Neeru or equivalent.

Flooring: - Flooring and skirting to be in Vitrified tiles laid in cement mortar. Base rate of Rs. 56/ sq ft.

Painting: - All internal walls to be painted with plastic paint. All doors to be French polished/ painted. Toilet and external doors will be oil painted. External walls to be painted with waterproof acrylic paint or equivalent.

Doors & Windows: - All doorframes to be of imported Sal wood 2 ½"x4". All doors to be paneled/ flush type in good quality teak or equivalent. All hardware will be of standard aluminum type. All windows and ventilators to be of sliding/casement aluminum, 3/4th" series Windows will be provided with 10mm square bar grill/ SS invisible grill of standard design and mosquito netting.

Der

-REGISTRAR

Madi Cin

Toilets: - Floors to be of ceramic tiles. Walls to be provided with light pastel shade ceramic tiles up to the door height. Base rate of Rs. 56/sqft for tiles. Sanitary ware to consist of commode/IWC, washbasin, shower rose and washing tap. Glass shower enclosure will be provided for the wet/ shower area.

Kitchen: - Polished black granite top kitchen counter 2' wide with a single bowl stainless steel sink will be provided as shown in the plan annexed hereto. Wall backing the kitchen counter will be tiled for 2' height with light pastel shade ceramic tiles. Cabinets with trolleys will be provided below the kitchen counter.

Plumbing: - All plumbing to be in CPVC/RPVC pipes only. Underground drainage to be in stone ware/PVC pipes only with inspection chambers, traps to be linked to the septic tank and soak pit. Waste water will be linked directly to a soak pit. Hot and cold water arrangement will be provided for bath area only.

Water Supply:- Assured water supply from existing open well/ main PWD water supply by way of an underground sump of 5000 liters linked to the overhead master tank of 5000 liters.

Electrification: All electrification to be of concealed type with good quality copper wires and Anchor plate type switches or equivalent.

Living room: 2 light points, 2 fan points, 2 -5Amps plug points, TV point

Alevan

REGISTRAD

Margaret

Dining room: 2 light points, 1 fan point, 1 telephone point, 1-5Amps plug point.

Bed room/s: 2 light points, 1 fan point, 2 -5Amps point.

Master bedroom: 2 light points, 1 fan point, 1 AC point, 1

TV point, 1 telephone point, 2-5Amps plug point.

Kitchen: 2 light points, 1 exhaust fan point, 2-5Amps plug point, 1 - 15amps plug point.

Toilet: 1 light point, 1-5Amps point, 1-geyser point.

WC: 1 light point

Passage: light point if necessary besides one bell point.

Balcony: 1-light point.

Stilted area: 2 No, 15 amp plug points and 2 light points, 4No HD cameras with 2GB DVR will be provided in the independent area reserved for the vendors. Stilted area and the surrounding area will be provided with short blasted pavers

Anti-termite: - Anti-termite treatment will be done at the foundations.

Staircase and balcony railings: Stainless steel of grade 304 with toughened glass will be provided, to give a modern look to the building.

Septic tank and soak pit: Independent septic tank and soak pit of 25 person's capacity will be provided for the vendors in the space allocated to the vendors

Alura

Margray

Lift: Independent lift of maximum 5 person's capacity will be provided in the shaft. Lift will have a AMC for a period of 1 year from the date of handing over.

Solar net metering: solar panels generating electricity corresponding to the load on the common meter or as per the approval of the electricity department will be provided on the roof.

# (Specifications of shops)

Structure: - R.C.C. framed structure with columns, beams and slab as per the design approved by the MMC/ PWD.

Walls: - External walls to be of 20/15 cm thick laterite stone/cement concrete blocks/bricks or equivalent in cement mortar 1:4 internal walls to be of 10-cm thick bricks/ blocks in cement mortar 1:3. External walls to be plastered with two coats of plaster (last coat to be sand faced). All walls to be plastered with one coat of cement //gypsum plaster and the second coat of Neeru or equivalent. Height of the shop will be 5m (floor to slab top)

Flooring: - Flooring and skirting to be in natural stone laid in cement mortar.

Painting: - All internal walls to be painted with plastic paint.

Shutters: - All roadside openings will be provided with a 16 gauge GI rolling shutter to be painted with good quality oil paint.

Common Toilets: - All the shops will have common toilet provided at the space designated in the approved plans the floors to be of ceramic tiles. Walls to be provided with light pastel shade ceramic tiles up to

Aluza

Markey.

the door height. Sanitary ware to consist of commode/IWC, washbasin.

Parking: - All the shops will have the right to park in the open parking space demarcated in the front and side of the building. Stilted parking spaces in the basement and within the gates of the building is exclusively for the apartment owners of the building.

# SCHEDULE IV

On or before 9 months of signing this agreement (i.e. 03.04.2024) Rs 5,00,000/- (Rupees five lakhs only) each to (1) Mrs Christina D'Souza Vaz and Mr Frankie Vaz, (2) Mrs Jennifer Mahindra Dsouza and Mr Dinesh Kumar Mahindra, (3) Mrs Enid Rodrigues and Mr Keith Lenon Noronha and Mr Nathaniel Rodrigues On or before 18 months of signing this agreement (i.e., 03. 01. 25) Rs 5,00,000/- (Rupees Five Lakhs only) (less the TDS deducted and credited into the respective PAN and paid on behalf of the vendors) each to (1) Mrs Christina D'Souza Vaz and Mr Frankie Vaz, (2) Mrs Jennifer Mahindra Dsouza and Mr Dinesh Kumar Mahindra, (3) Mrs Enid Rodrigues and Mr Keith Lenon Noronha and Mr Nathaniel Rodrigues.

IN WITNESS WHEREOF, the parties hereto have signed and executed this AGREEMENT FOR SALE in the simultaneous presence of witnesses signing below.

Andaren

MOISTRAR

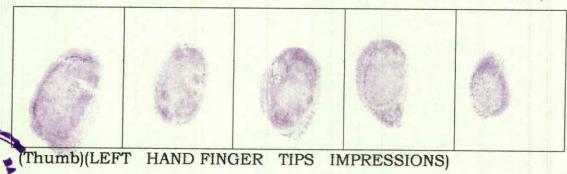
Marghy

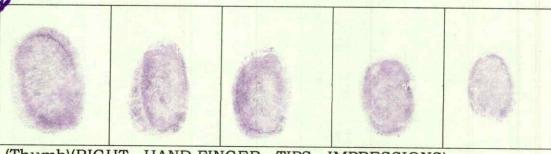
#### **VENDOR**





# MRS CHRISTINA D'SOUZA VAZ (For self and POA for MR. FRANKIE VAZ, MRS JENNIFER MAHINDRA DSOUZA, MR. DINESH KUMAR MAHINDRA, MR. KEITH LENON NORONHA, MR. NATHANIEL RODRIGUES)





(Thumb)(RIGHT HAND FINGER TIPS IMPRESSIONS)

Down

Margue !

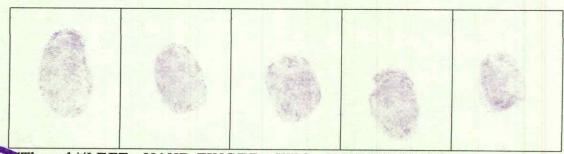
Amore &

# **VENDOR**

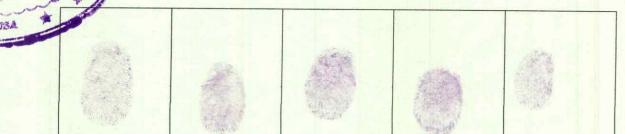


MRS ENID RODRIGUES

Dogling.



Thumb)(LEFT HAND FINGER TIPS IMPRESSIONS)



(Thumb)(RIGHT HAND FINGER TIPS IMPRESSIONS)

Down

Madigne

Alwor Eliver

#### **PURCHASER**



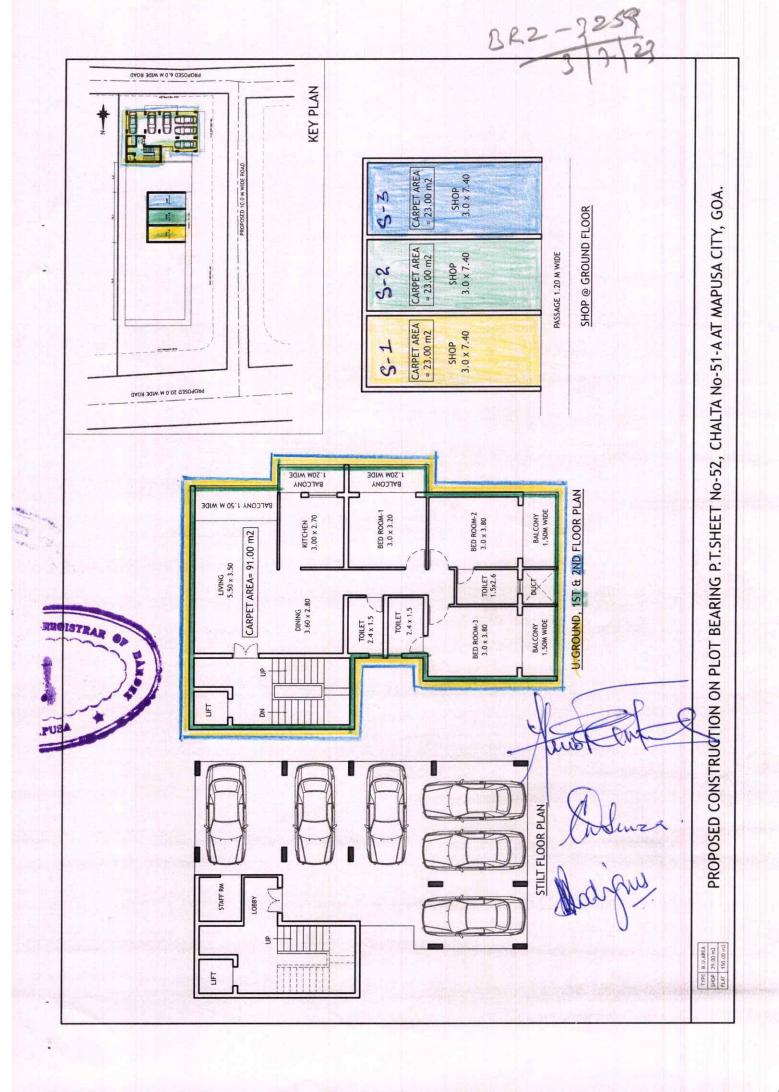
(Thumb RIGHT HAND FINGER TIPS IMPRESSIONS)
WITNESS:

Maria Pereira – Sera Maria Pereira – S

 Sanjay Uttam Tari-Kiranpani, Paliem, North Goa 403524

Induces.

Dargue





#### **Government of Goa**

# **Document Registration Summary 2**

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

Print Date & Time : - 03-Jul-2023 11:57:30 am

Document Serial Number :- 2023-BRZ-3259

Presented at 11:47:37 am on 03-Jul-2023 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	951000
2	Registration Fee	983700
3	Tatkal appointment fee	10000
4	Processing Fee	2940
	To the second se	otal 1947640

Stamp Duty Required: 951000/-

Stamp Duty Paid: 951000/-

#### Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
	Mario Beraldo Fernandes ,Father Name:Constancio	The Supplement	an Wasania	_
1	Fernandes, Age: 55,  Marital Status: Married , Gender: Male, Occupation: Engineer,  Address1 - House no 242 A1 St Jerome vaddo Duler Mapusa		The state of the s	W.
REGIST	Bardez Goa, Address2 - , PAN No.			Thist

executer

SIANO	Party Name and Address	Photo	Thumb	Signature	
1	Mario Beraldo Fernandes , Father Name:Constancio Fernandes, Age: 55, Marital Status: Married ,Gender:Male,Occupation: Engineer, House no 242 A1 St Jerome vaddo Duler Mapusa Bardez Goa, PAN No			hiote	
2	Christina Dsouza Vaz , Father Name:Pio Dsouza, Age: 56, Marital Status: Married ,Gender:Female,Occupation: Service, Plot No 37 Vaishnaoi Enclave Petbasheerabad Harsha Hospital Jeedimetla Suchitra Junction Medchal K V Rangareddy Telengana 500067, PAN No.			Modera	
3	Enid Rodrigues , Father Name:Wilfred Rodrigues, Age: 36, Marital Status: Married ,Gender:Female,Occupation: Housewife, Marian Chikuwadi 1st lane Nr. St Anthony Church Malad west Kharodi Mumbai Maharashtra 400095, PAN No			Jakowi.	

Sr.NO	Party Name and Address	Photo	Thumb	Signature
4	Christina Dsouza Vaz , Father Name:Pio Dsouza, Age: 56, Marital Status: ,Gender:Female,Occupation: Service, Plot No 37 Vaishnaoi Enclave Petbasheerabad, Harsha Hospital, Jeedimetla, Suchitra Junction, Medchal K V Rangareddy, Telengana 500067,  PAN No.  , as Power Of Attorney Holder for Nathaniel Rodrigues			Dlu
5	Christina Dsouza Vaz , Father Name:Pio Dsouza, Age: 56, Marital Status: ,Gender:Female,Occupation: Service, Plot No 37 Vaishnaoi Enclave Petbasheerabad, Harsha Hospital, Jeedimetla, Suchitra Junction, Medchal K V Rangareddy, Telengana 500067,  PAN No.:  , as Power Of Attorney Holder for Keith Lenon Noronha			Deve
6	Christina Dsouza Vaz , Father Name:Pio Dsouza, Age: 56, Marital Status: ,Gender:Female,Occupation: Service, Plot No 37 Vaishnaoi Enclave Petbasheerabad, Harsha Hospital, Jeedimetla, Suchitra Junction, Medchal K V Rangareddy, Telengana 500067,  PAN No.  , as Power Of Attorney Holder for Dinesh Kumar Mahindra			Dluze
7	Christina Dsouza Vaz , Father Name:Pio Dsouza, Age: 56, Marital Status: ,Gender:Female,Occupation: Service, Plot No 37 Vaishnaoi Enclave Petbasheerabad, Harsha Hospital, Jeedimetla, Suchitra Junction, Medchal K V Rangareddy, Telengana 500067, AN No.  3 Power Of Attorney Holder for Jennifer Mahindra Dsouza	9		Alue
8	hristina Dsouza Vaz , Father Name:Pio Dsouza, Age: 56, Marital Status: ,Gender:Female,Occupation: Service, Plot No 37 Vaishnaoi Enclave Petbasheerabad, Harsha Hospital, Jeedimetla, Suchitra Junction, Medchal K V Rangareddy, Telengana 500067, PAN No.: , as Power Of Attorney Holder for			Delene

# Witness:

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

Frankie Vaz

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Sanjay Uttam Tari,Age: 46,DOB: ,Mobile: ,Email: ,Occupation:Business , Marital status : Married , Address:403524, Kiranpani Paliem North Goa, Kiranpani Paliem North Goa, Paliem, Pernem, NorthGoa, Goa			8
2	Name: Maria Pereira, Age: 47, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403507, house no 1A Balbot Bastora Bardez Goa, house no 1A Balbot Bastora Bardez Goa, Bastora, Bardez, North Goa, Goa			Zen

General

Sub Registrar

SUB-REGISTRAR

Document Serial Number :- 2023-BRZ-3259

Book :- 1 Document

Registration Number :- BRZ-1-3119-2023

Date: 03-Jul-2023

General

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

SUB-REGISTING

Scanned by Vailancia Costa (DEO)
Unta



# 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:- 03-Jul-2023 11:59:10

Date of Receipt: 03-Jul-2023

Receipt No: 2023-24/9/2310

Serial No. of the Document: 2023-BRZ-3259

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

Received the following amounts from Mario Beraldo Fernandes for Registration of above Document in

Book-1 for the year 2023

Total Paid	996700	( Rupees Nine Lakh Nir	nety Six Thousands Seven Hundred only	
Processing Fee	2940	E-Challan(Online fee)	Challan Number : 202300458722     CIN Number : CPACVGGMR7	3000
Tatkal appointment fee	10000	E-Challan(Online fee)	• Challan Number : 202300468403 • CIN Number : CPACVNAFJ6	10000
Registration Fee	983700	E-Challan(Online fee)	Challan Number : 202300458722     CIN Number : CPACVGGMR7	983700

Probable date of issue of Registered Document: / / /

Signature of the Sub-Registra

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:

0

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 03-Jul-2023

Signature of the person receiving the Document

Signature of the Sub-Registrar