



गोवा GOA

Serial No. 6566 place of St. Vennd Mapusa Date

23/11/21

559058

Value of stamp Paper

1000

Name of Purchaser

Devadal D molo

Resident at

Mapusa Son of

Signature of Vender

[Signature] Signature of Purchaser

C. PANDEY. LICNO. AC/STP/VEN/84/2003



**AGREEMENT OF SALE AND**

**DEVELOPMENT**


[Signature] Sr. Jd [Signature] Sr. Jd  
[Signature] [Signature]  
[Signature] [Signature]



**THIS AGREEMENT OF SALE AND DEVELOPMENT** is made on this 25<sup>th</sup> day of January of the year 2021 at Mapusa, Sub-District of Bardez Taluka, District of Goa.

**BETWEEN:**

1. **MRS. VERONICA BRIDGET JESSIE D'SOUZA**  
**ALIAS MRS. VERONICA BRIDGET JESSIE**  
**D'SOUZA ALIAS VERONICA LUCAS CARDOZO**  
**ALIAS VERONICA CARDOZO** daughter of Late Vincent L. D'souza, age 60 years, housewife, holding Pan Card bearing No. [REDACTED] and her husband;
2. **MR. LUCAS CARDOZO**, son of Late Eli Cardozo, aged 62 years, business, and holding PAN card No. [REDACTED], Indian National, both residents of 161/162, D.P. Road, Aund, Pune, 411001;
3. **MRS. LILY FERNANDES ALIAS MRS. LILY SIDNEY D'SOUZA**, widow of Sidney Nelson Peter A. D'souza, aged 55 years, housewife, and holding PAN card No. [REDACTED], Indian National, resident of Flat No. 20, Shivale Towers, Kirkee, Pune
4. **MS. JACINTA LUCY RITA D'SOUZA ALIAS JACINTA D'SOUZA**, daughter of Late Vincent L. D'souza, unmarried, aged 55 years, holding PAN card No. [REDACTED], Indian National, resident of H. No. 886, Bootee Street Camp, Pune – 1;





5. **MS. GEMMA PLACIDA LUCY D'SOUZA ALIAS GEMMA D'SOUZA**, daughter of Late Vincent L. D'Souza, unmarried, aged 65 years, retired, holding PAN card No. [REDACTED] Indian National, resident of H. No. 886, Bootte Street Camp, Pune – 1;

6. **MR. LESLIE ALOYSIUS ANTHONY JOSEPH D'SOUZA ALIAS LESLIE D'SOUZA ALIAS LESLY ALOYSIUS A. J. D'SOUZA**, son of Late. Vincent L. D'souza, aged 64 years of age, unmarried, retired, holding PAN card No. [REDACTED], Indian National, resident of H. No. 886, Bootte Street Camp, Pune – 1;

7. **MRS. OLIVIA MARIA APOLONIA D'SOUZA ALIAS OLIVIA GEORGE**, married, daughter of Late Vincent L. D'souza, age 62 years, retired, housewife, holding Pan Card bearing No. [REDACTED] and her husband;

8. **MR. LOURDES J. GEORGE**, son of Late John B. George, aged 66 years, retired, married, holding Pan Card bearing No. [REDACTED] Both Indian Nationals, resident of H. No. B/03, Green Fields Buildings, Opp. Poinsur depot, Kandivali West, Mumbai – 400 067 hereinafter referred to **“THE OWNERS/VENDORS”** (which expression shall where the context so require or permit shall include their respective heirs, legal representatives, successors, executors and assigns) **OF THE ONE PART.**



AND:

**II. M/S. CLASSIC SQUARES REALTY PVT. LTD.,** a registered company registered under the Companies Act 1956, holder of Pan Card No [REDACTED] and having its registered office at 501, 5<sup>th</sup> Floor, Fortune Square Building, Morod, Mapusa, North Goa, and represented by its Directors:-

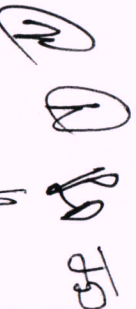



(a) **MR. OSWALD FRANCISCO DE MELO,** son of Mr. John de Melo, married, 50 years of age and residing at Guirim, Bardez, Goa;

(b) **MR. ATMARAM V. FULARI,** son of Mr. Vinayak Fulari, unmarried, 42 years of age and residing at Siolim, Bardez, Goa. Hereinafter called the **“DEVELOPER/PURCHASERS”** (which expression shall where the context so require or permit shall include their respective heirs, legal representatives, successors, executors and assigns) **OF THE OTHER PART.**

**ALL THE PARTIES** in this Agreement are Indian Nationals.

**WHEREAS,** at village Penha de Franca, which is within the limits of Village Panchayat of Penha de Franca, Sub-District of Bardez Taluka, District of North Goa, State of Goa, there exists an immovable property known as **“MOULI”** or **“SORVO”**, surveyed under no. 181/1-A of Village Penha de Franca Survey Records, totally admeasuring 2560 sq.mts. The said survey no. 181/1-A was a part of the larger property bearing survey no. 181/1 which was partitioned amongst the owners. The aforesaid property is not found described in the Land Registration Office but is enrolled in the Taluka Revenue Office under no. 128. For



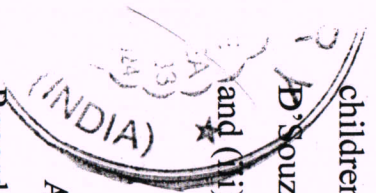





the sake of brevity the property surveyed under no. 181/1-A of Village Penha de Franca Survey Records shall herein be referred to as "THE SAID PROPERTY", which is the subject matter of this present Agreement of Sale and Development and is better described in Schedule - I hereunder;

**AND WHEREAS**, the larger property surveyed under no. 181/1 of Village Penha de Franca was originally owned and possessed by Vitorino Filipe D'Souza alias Victorino Filippe D'Souza and the Taluka Revenue Records under matriz no. 128 pertaining to the larger property was registered in the name of Vitorino Filipe D'Souza;

**AND WHEREAS**, the said Vitorino Filipe D'Souza alias Victorino Filippe D'Souza, was married to Ana Rosaria Ataide, who hailed from Village Penha de Franca. The Vitorino Filipe D'Souza alias Victorino Filippe D'Souza and his wife Ana Rosaria Ataide had three children viz; (i) Diago D'Souza married to Maria Ubaldina Ataide D'Souza, (ii) Lourenco D'Souza married to Maria Ernestina D'Souza and (iii) Maria Francisca D'Souza, spinster;

**AND WHEREAS**, at the time of promulgation of Survey Records, the names of Vincent D'Souza, who is a late father/ father-in-law of the Owner/Vendor, and Agapito J. D. D'Souza were recorded in the Form I & XIV as Occupants in possession. The said Vincent D'Souza and Agapito J. D. D'Souza were the sons of Lourenco D'Souza and grandsons of Vitorino Filipe D'Souza alias Victorino Filippe D'Souza. On the demise of Vincent D'Souza, the name of Vincent









D'Souza was deleted from the Survey Records at Form I & XIV and the names of all his heirs i.e. the Owners/Vendors herein and their other siblings including the deceased brother Norbert D'Souza;

**AND WHEREAS**, on the demise of Vitorino Filipe D'Souza alias Victorino Filippe D'Souza and his wife Ana Rosaria Ataide, Inventory Proceedings were initiated in the Court of Civil Judge, Senior Division at Mapusa, being Inventory Proceedings no. 126/2015/A and the larger property bearing survey no. 181/1 was taken at Item no. 1;

**AND WHEREAS**, by Judgment & Order dated 31/08/2015, passed by the Civil Judge Senior Division at Mapusa in Inventory Proceedings no 126/2015/A, the property taken at Item no. 1 was jointly allotted to the Owners/Vendors herein and all their other siblings including the deceased brother Norbert D'Souza who died on ~~08/11/2020;~~

**AND WHEREAS**, the late husband of Owners/Vendors No. 3, ~~via Sidney Nelson Peter A. D'souza expired on 28<sup>th</sup> of January 2017, leaving behind the Owners/Vendors No.3 as his half sharer Moiety holder and two children. Pursuant to his demise inventory proceedings were initiated in the court of Civil Judge Senior Division at Mapusa being Inventory Proceeding No. 254/2017/C and his 1/7 undivided right/share in the said property was exclusively allotted to the owners/vendors No.3 via order dated 21/12/2017.~~

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N @ S S FD J R K Singh R S

**AND WHEREAS**, by a Deed of Partition dated 25/07/2018 and duly executed and registered before the Sub Registrar of Bardez at Mapusa under serial no. 3114/18, the larger property bearing survey no. 181/1 of Village Penha De Franca was partitioned by meets and bounds. Pursuant to the said Deed of Partition the Owners/Vendors 1 to 4 herein and their deceased brother Norbert D'Souza came to own the northern and eastern portion of the larger property and admeasuring 2560 sq.mts. (**"THE SAID PROPERTY"**);

**AND WHEREAS**, partition proceeding under the provision of Land Revenue Code (LRC) was initiated in the Court of Deputy Collector of Bardez at Mapusa under case no. 15/275/2018/PART/LAND/II. The larger property was partitioned as per the said Deed of Partition dated 25/07/2018, the southern and western portion admeasuring 2415 sq.mts. retained survey no. 181/1 and ~~the~~ northern and eastern portion admeasuring 2560 sq.mts. was allotted survey no. 181/1-A (**THE SAID PROPERTY**);



**AND WHEREAS**, the brother of the Owners/Vendors herein viz; **NORBERT WILFRED VALERIAN D'SOUZA ALIAS NORBERT D'SOUZA**, bachelor passed away on 09/11/2020 leaving behind the Owners/Vendors as his sole and universal heirs. The said deceased Norbert D'Souza had 1/4<sup>th</sup> undivided right/share in "**THE SAID PROPERTY**". Hence his (deceased Norbert) 1/4<sup>th</sup> right/share got devolved unto his 6 co-laterals heirs, the Owners/Vendors herein, each inheriting from the him (deceased Norbert) 1/24 undivided right/share to "**THE SAID PROPERTY**", described in Schedule - I;






**AND WHEREAS**, the Owner/Vendor no. 1 & 2 (jointly), 3 & 4 each have 7/24 undivided share to "THE SAID PROPERTY" and the Owner/Vendor no 5, 6, 7 & 8 (jointly) each have 1/24 undivided share to "THE SAID PROPERTY";

**AND WHEREAS**, the Owners/Vendors are in peaceful ownership and possession of "THE SAID PROPERTY" without any obstruction and interference from anyone whomsoever;

**AND WHEREAS**, the Owners/Vendors herein had approached the Purchasers/Developers with their desire and intention to sell and develop "THE SAID PROPERTY" described in Schedule I and the Purchaser/Developer had agreed to purchase and develop "THE SAID PROPERTY" for a total consideration value of **Rs.1,86,00,000/- (Rupees One Crore Eighty Six Lakhs Only)** which is the fair market value;

**NOW THIS AGREEMENT OF SALE AND DEVELOPMENT  
WITNESSES AS UNDER:**

1. That in consideration value of **Rs.1,86,00,000/- (Rupees One Crore Eighty Six Lakhs Only)** payable by the Purchaser/Developer to the Owners/Vendors, the Owners/Vendors do hereby agree to convey by way of sale to the Purchaser, for the purpose of development by constructing thereupon a project/scheme consisting of residential apartments/shops and/or villas in "THE SAID PROPERTY" described in Schedule I. The said consideration value of **Rs.1,86,00,000/- (Rupees One Crore Eighty Six**

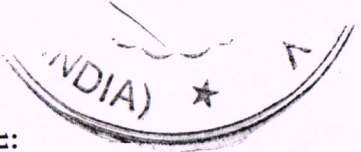


**Lakhs Only** shall be paid to the **Owners/Vendors**, in the following manner:

- i) That in the year 2018, the **Purchaser/Developer** has paid the Owners/Vendors an advance sum of **Rs 60,00,000 (Rupees Sixty lakhs only)** wherein a sum of **Rs, 60,000 (Rupees Sixty Thousand Only)** was deducted and deposited by the Purchaser as TDS (Tax deducted at source) in compliance with the provisions of the Income Tax Act, 1961, through the Finance Act 2013, and the Owners/Vendors having hereby acknowledged the receipt of the same (after necessary TDS deductions). Therefore on signing this present Agreement of Sale and Development, the Owners/Vendors acknowledge having received the advance sum of **Rs 60,00,000/- (Rupees Sixty Lakhs Only)** (after necessary TDS deduction) in the following manner:-

- ii) A sum of **Rs. 14,85,000/- (Rupees Fourteen Lakhs Eighty Five Thousand only)** in favor of **OWNER/VENDOR NOS. 1 & 2**, by virtue of Cheque bearing No. 097073, drawn on State bank of India, dated 05/03/2018. The amount of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** was deposited by way of T.D.S. in favour of the Vendor Nos. 1 & 2.

- iii) A sum of **Rs. 14,85,000/- (Rupees Fourteen Lakhs Eighty Five Thousand only)** in favor of **OWNER/VENDOR NO. 3**, by virtue of Cheque bearing No. 097074, drawn on State bank of India, dated 05/03/2018. The amount of **Rs. 15,000/- (Rupees**









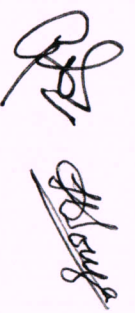

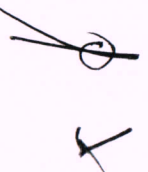


**Fifteen Thousand Only** was deposited by way of T.D.S. in favor of the Vendor No. 3.

iv) A sum of **Rs. 14,85,000/- (Rupees Fourteen Lakhs Eighty Five Thousand only)** in favor of the said deceased Norbert D'Souza, by virtue of Cheque bearing No. 097075, drawn on State bank of India, dated 05/03/2018. The amount of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** was deposited by way of T.D.S. in favor of the said Norbert D'souza.

v) A sum of **Rs. 14,85,000/- (Rupees Fourteen Lakhs Eighty Five Thousand only)** in favor of **OWNER/VENDOR NO. 5**, by virtue of Cheque bearing No. 097076, drawn on State bank of India, dated 05/03/2018. The amount of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** was deposited by way of T.D.S. in favor of the Vendor No. 4.

2. The consideration value of **Rs.90,00,000/- (Rupees Ninety Lakhs Only)** shall be given to the Owners/Vendors by way of built up area, better described in Schedule – II hereunder, wherein the Purchaser/Developer shall construct 3 (number) residential apartments, with a super built up area of 103 sq. mts. each (super built up area), valued at Rs.30,00,000/- (Rupees Thirty Lakhs Only) each, in the project/scheme to be constructed and developed in "THE SAID PROPERTY" described in Schedule I. The 3 residential apartments totally valued at **Rs.90,00,000/- (Rupees Ninety Lakhs Only)** shall totally admeasure 309 sq mts (super built up area) to be allotted to Owner/Vendor nos. 1 & 2 (jointly), 3 & 4

respectively. For the sake of brevity the residential apartments to be reserved for the Owners/Vendors shall herein be referred to as The said Residential Apartment or said premises. The balance sum of **Rs. 36,00,000/- (Rupees Thirty Six Lakhs Only)** i.e. the share of the said deceased Norbert Wilfred Valerian D'souza shall be equally divided by Owner/Vendor nos. 1 & 2 (jointly), 3, 4, 5, 6 and 7 & 8 (jointly). The said amount of **Rs. 36,00,000/-(Rupees Thirty Six Lakhs Only)** shall be paid on completion of the project.

3. On signing this present Agreement of Sale and Development, the **Owners/Vendors** shall execute an irrevocable Power of Attorney in favour of the **Purchaser/Developer** or any of their nominees so as to enable the Purchaser to begin the process of obtaining construction approvals, conversion sanad, and other required licenses so as to initiate development work, enter into firm commitments or Agreements of Sale with prospective Purchasers for apartment units/flats/shops, Collect Sales Proceeds, and execute final Deeds of Sale in favour of the said prospective Purchasers subject to reservation of the apartment units/Flats/shops agreed to be given to the Owners/Vendors. The Owners/Vendors indemnify the Purchaser/Developer that they will not revoke the said Power of Attorney.

4. The parties do hereby agree that the Purchaser/Developer shall ~~detail~~ the necessary planning and designing in their own way and at their own cost for the project/ scheme to be constructed in ~~THE~~ **THE SAID PROPERTY**". All license fees and taxes to be paid for obtaining all necessary approvals shall be solely borne by the Purchaser/Developer. That on signing this Present Agreement of Sale and Development, the Purchasers can



commence with the preliminary planning of the Project/scheme, including obtaining of Licenses and permissions. The Purchasers shall also Survey "THE SAID PROPERTY" and demarcate the boundaries of the same for fencing purpose.

5. It is agreed that the Vendors shall always cooperate and coordinate with the Purchaser/Developer in obtaining necessary construction licenses and approvals as well as in completing the project. This also includes any other things which would be required to be done by the Vendors if not specifically mentioned herein.

6. It is hereby agreed that the Purchaser/Developer shall not be entitled to mortgage THE SAID PROPERTY, however every prospective Purchaser shall be entitled to mortgage in favour of any financial institution/bank, the unit/flat/apartment which the prospective Purchaser has agreed to purchase from the Purchaser/Developer.

7. It is hereby mutually agreed between the parties that the Developer/Purchaser will have to complete/deliver the possession of the said 3 residential apartments, totally ~~admeasuring~~ <sup>measuring</sup> 309 sq mts in the project/scheme to be ~~constituted~~ <sup>constituted</sup> in THE SAID PROPERTY within a period of 2 ~~and 92~~ <sup>and 92</sup> years from the date 1<sup>st</sup> of March 2021.

8. The Owners/Vendors shall be liable to pay commercial taxes such as service tax, VAT, goods and service tax (GST) or any other taxes, at the rate applicable on the value of the residential apartments reserved/allotted for them.

9. The Purchaser/Developer shall not incur any liability if they are unable to deliver the said premises within the period specified in terms of Clause 6 due to :

- (i) War, epidemic, Civil Commotion or an act of God.
- (ii) Any notice, order, decree, judgement, rule notification of the Government of Court or any other competent authorities including the Collector, Mamlatdar, Administrative tribunal, Village Panchayat, and the Planning Authorities.
- (iii) Any other reason or reason beyond the control of the purchaser.
- (iv) Any notice, order, decree, Judgment, rule notification of the government or Court or any other competent authorities including the collector, Mamlatdar, Administrative Tribunal, Municipality, and the Planning Authorities.

(v) Any other reason or reasons beyond the control of the purchaser.

~~AND~~ In the case of any of the aforesaid events taking place the **Purchaser/Developer** shall be entitled to reasonable extension of time for the delivery of the said premises for the use and occupation of the **Owners/Vendors**.

10. It is agreed that any claims to THE SAID PROPERTY by a third party or any other person having rights to THE SAID PROPERTY, the same shall be cleared and solved by the Owners/Vendors at their own expense and the time period



consumed for such litigation shall be set off and accordingly extended to the Purchaser to complete the Project.

11. After signing this present Development Agreement, the Purchaser/Developer shall commence process of obtaining all technical licenses, construction approvals, conversion sanad, and other necessary licenses and approvals.

12. The Owners/Vendors hereby declare that "THE SAID PROPERTY" which is a subject matter of development is free hold and without any obstructions or interference from anyone whomsoever.

13. The Owners/Vendors declare that the "THE SAID PROPERTY" which is the subject matter of this present sale and development agreement is free hold and without any encumbrances and not a subject matter of any acquisition or requisition proceedings by any Government or local authority.

14. It is hereby mutually agreed between the parties that in the event of any boundary dispute of the property, it shall be the endeavor of the Owners/Vendors to solve the same with the cooperation of the Purchaser/Developer.

15. It is hereby mutually agreed between the parties that in the event of any dispute between the Vendors and the Purchaser, such dispute shall be referred to an Arbitrator who shall be appointed with the mutual consent of the Vendors and Purchaser and the decision of the Arbitrator shall be final.


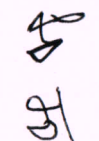




16. It is hereby agreed that if there are any pending dues or government taxes with respect to "THE SAID PROPERTY" prior to the signing of this agreement, the same shall be the responsibility of the Owners/Vendors.

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17. That on execution of this Agreement, the **Owners/Vendors** do hereby give no objection and permit the possession and development of "THE SAID PROPERTY" by the **Purchaser/Developer** by constructing thereupon buildings, villas, bungalows, apartments, commercial and other premises as well as to obtain any licenses, approvals, permissions, sanads, no objections and in case so required by the **Purchaser/Developer**, the **Owners/Vendors** shall sign necessary papers, deeds and documents for the purpose of enabling the **Purchaser/Developer** to approach the licensing authorities, for obtaining such NOC's, permissions, licenses, sanad or any other approvals required to be obtained by law.

18. That on the execution of this Agreement and subsequent Power of Attorney, and if circumstances permit, the **Purchaser/Developer** shall on the basis of the Power of Attorney executed by the **Owners/Vendors**, secure permissions, approvals, NOC from any authority including the order of change of zone, conversion, NOC from P.D.A.'s Town and Country Planning Department, license from the Municipality, Village Panchayat or any other authority required by law in the name of **Owners/Vendors** or the **Purchaser/Developer** for the purpose of constructing building or buildings/villas/shops in "THE SAID PROPERTY" at his own cost.

19. That on the execution of this Agreement the **Purchaser/Developer** is entitled to enter into and execute Agreements of Sale and subsequent Deeds of Sale in respect of the built up area proposed to be constructed by the **Purchaser/Developer** in "THE SAID PROPERTY" and

undivided right to the land corresponding to the built up area agreed to be constructed for the prospective Purchasers and execute necessary deeds and documents for conveying and conferring title in favour of the Purchasers of villas or apartments in "THE SAID PROPERTY" and admit registration of the respective Agreements and Deeds of Sale with the jurisdictional sub-Registrar of the Taluka.

20. That all the expenses for the execution of the Agreements of Sale, Deeds of Sale including the cost of conveying or transferring rights to purchasers of villas or apartments including the cost of stamp papers, registration charges, typing charges and its advocate fees shall be borne by the prospective Purchasers of the villas and apartments.

21. The Owners/Vendors shall be liable to convey the proportionate and undivided share in "THE SAID PROPERTY" in favour of the prospective purchasers after receipt of the Completion Certificate in respect of the Project and building and upon receipt of the entire consideration. Provided that all costs and expenses incidental thereto shall be borne and paid by the Purchaser/Developer or the purchasers of the units/Flat/apartment/shops.

22. The Owners/Vendors shall maintain the front elevation and the side and the rear elevation of the said premises in the same form as the purchaser has constructed it for them and shall not at any time alter the said elevation/façade/design in any manner whatsoever without the prior consent in writing from the Purchaser/Developer.



23. The Notices provided under this Agreement shall be sent under certificate of posting to the address of the parties as shown/indicated hereinabove. A notice shall be deemed to have been served on the purchaser under certificate of posting.

24. The Owners/Vendors shall have the right to transfer, assign or sell their rights and interests in the said residential apartments reserved and to be allotted to them before the completion and obtaining of occupancy to any person of their choice. On the request of the Owners/Vendors to the Purchaser/Developers, the latter may procure prospective purchasers for the residential apartments reserved for the former. The price to be given to the Owners/Vendors for the said residential apartments shall be at the rate which the other residential apartments in the said project/scheme are selling at that particular time when the said request is made by the Owners/Vendors. But the rate to be given to the owners shall not be lower than the value mentioned in Clause 1(ii).

25. The vendor/owners or any of its assignees, shall from the date of taking over possession of the said premises shall stand on the same footing as any other prospective purchaser, maintain the said Residential Apartments at their cost in a good tenable repair and condition and shall not do anything in or to the said premises which may be against rules or by laws of the Panchayat/Municipality or any other authority nor shall the Vendors change, alter or make additions in or to the said premises and/or to the building in which the said premises are situated or any part thereof, the Vendors shall be responsible for any breach of such conditions.



26. The Vendors shall also pay their proportionate share of outgoings in case incurred in respect of the Maintenance of common facilities, painting of the outer of wall , common lights, sanitations, chowkidars and sweepers remuneration drive way and garden lights, maintenance of gardens and all other common expenses in the said Residential Project/Scheme, incidental to the said premises.

27. The Vendors subject to the payment herein above shall be entitled to use all the common facilities and amenities of the said Project/Scheme situated in the property described in Schedule I hereunder written including the right to use the common facilities, common leisure areas as well as any such facilities and amenities that may be provided.

28. The Vendors do hereby agree to observe and perform all rules and regulation which the upkeep and maintenance of the aforesaid premises and in respect of the use and occupation of the said premises.

29. The Vendors agree and bind themselves to pay punctually and regularly on taking over the possession of the said premises, his share in all rates, taxes, dues, impositions, outgoings expenses and burdens imposed upon the said premises by the Municipality, Village Panchayat, the government, Revenue Authorities, the Purchaser or any other Authorities as well as Electricity and Water charges as and when the same become due and payable.

30. The Vendors shall at no time demand partition of is undivided interests in the said plot, it being agreed and declared by the






purchaser that their interest in "THE SAID PROPERTY" is impartible.

31. If the Vendors desire to make changes in the specifications, if permitted by purchaser, they will have to pay the additional cost arising thereupon before the said item of work is taken for execution and for the purpose of payment it will be considered as an extra item.

32. The Owners/Vendors or any of its assignees do hereby agree to observe and perform all rules and regulations which the other Apartment/ flat owners may jointly from time to time and at all times for the protection and maintenance of the aforesaid for confirming to the building in the said owners and fro strict observance of various stipulations and conditions jointly laid down by shop/flat/office owners regarding the use and occupation of the said premises.

33. The Purchaser shall assist all the purchaser of premises at the Project/Scheme constructed in "THE SAID PROPERTY" in forming a Co-operative society/Limited company/Association of persons or such other entity for owning and / or maintaining the said property (hereinafter called THE ENTITY) in case the Purchaser so decides or desires. The Vendors hereby agrees to sign all forms, applications, deeds and other documents as may be required for the formation of the entity and for the conveyance of the said property in the name of the entity.

34. That the ~~PURCHASER/DEVELOPER~~ is permitted to give no objection to the prospective purchasers of the residential units in the project/scheme proposed to be constructed in "THE SAID PROPERTY" to raise funds from financial institution

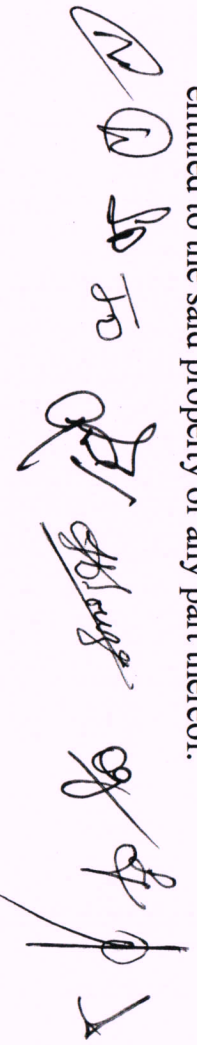
against mortgage of their respective individual villas or apartment along with undivided right in the land corresponding to the built up proposed to be purchased and in such a mortgage, the **PURCHASER** shall give a written consent to such purchasers for processing their loan with the bank and the Power of Attorney executed under this agreement shall contain adequate provision enabling the **PURCHASER** sign necessary documents with the Banks, with an express condition/prohibition that the **VENDOR** shall not be responsible for any such loans taken by the proposed Purchasers of apartments, villas, commercial and other premises constructed in the said property.

35. While this Agreement is subsisting, the **OWNERS/VENDORS** shall not enter into any Agreement with other persons with respect to "THE SAID PROPERTY". The Owners/**VENDORS** hereby declare that "THE SAID PROPERTY" and/or any part thereof is not subject to any acquisition or requisition by any authority under the Land Acquisition Act.

36. The ~~OWNERS/VENDORS~~ **OWNERS/VENDORS** assures the ~~PURCHASER/DEVELOPER~~ **PURCHASER/DEVELOPER** that:

a) That the said Property is free from any encumbrances whatsoever and the **VENDORS** have a clear and marketable title to the same and encumbrance.

b) That the **VENDORS** is the sole and exclusive owner of the said property and that there is no other person or persons entitled to the said property or any part thereof.

 Several handwritten signatures and initials are present at the bottom of the page. From left to right, there is a circled 'N', a circled 'W', a signature that appears to be 'J.P.', another signature that appears to be 'R. S.', and a signature that appears to be 'S. S.'.





- c) That the said property is not subject to any mundkariar claim/right in favour of any person/s whatsoever.
- d) That the **VENDORS** have not entered into any Agreement for the Sale, lease or conveyance of the said property with any other party or person besides the **PURCHASER** herein.

37. That the specifications for the construction of the said premises for the vendors are as appended to this agreement at Schedule - III.

### 38. INCREASE IN FAR/TDR

In the event, before the execution of the final sale deed(s), the FSI/FAR presently allowed to the SAID PROPERTY is increased or decreased or any other or further benefits /restrictions are granted/imposed by law or any authority in respect of the SAID PROPERTY, all such benefits shall be exclusively for the use of the PURCHASER/DEVELOPER.

39. In the event of violation of any of the terms and conditions or misrepresentation in this present Agreement by the Owners/Vendors, the Purchaser/Developer may cancel the same and be entitled to recover the entire advance of Rs 45,00,000/- (Rupees Forty Five Lakhs Only) along with compound interest @12% per annum from the owners, calculated from the date of receiving the advance amount, within ~~15 days~~ of serving such termination notice. Similarly any violations by the Purchaser/Developer gives the Owner the option of termination and the advance paid to the Owners/Vendors shall be forfeited by the purchaser/Developer.

40. It is agreed and clearly understood between all parties hereto that the present Agreement is an Agreement for Sale of the said property by the VENDORS/OWNERS to the PURCHASER/DEVELOPER for the purpose of development, and shall bind all heirs and legal representatives of the VENDORS/OWNERS. Parties shall be entitled to specific performance of this Agreement.

41. Both the Parties herein can seek specific performance of this Contract.

### SCHEDULE I

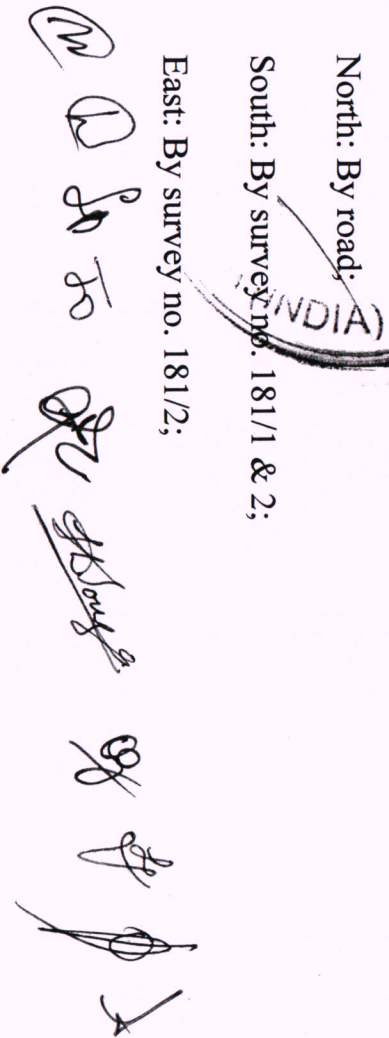
All that immovable property known as "MOULI" or "SORVO", situated at village Penha de Franca, which is within the limits of Village Panchayat of Penha de Franca, Sub-District of Bardez Taluka, District of North Goa, State of Goa surveyed under no. 181/1-A of Village Penha de Franca Survey Records, totally admeasuring 2560 sq.mts. The aforesaid property is not found described in the Land Registration Office but is enrolled in the Taluka Revenue Office under no. 128. The SAID PROPERTY surveyed under No. 181/1-A of village Penha de Franca Survey Records which is the subject matter of this present Agreement of Sale and Development is bounded as under"

North: By road:

South: By survey no. 181/1 & 2;

East: By survey no. 181/2;

INDIA)



West: By road & By survey no. 181/1;

## SCHEDULE II

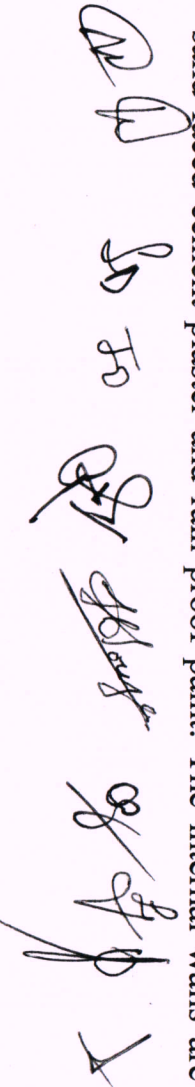
- A. All that residential apartment bearing flat/apartment no. 202 on the Second floor of Block D-1, admeasuring 103 sq.mts. (super built – up area) in the Project/Scheme to be constructed in the property described in Schedule – I.
- B. All that residential apartment bearing flat/apartment no.302 on the Third floor of Block D-1, admeasuring 103 sq.mts. (super built – up area) in the Project/Scheme to be constructed in the property described in Schedule – I.
- C. All that residential apartment bearing flat/apartment no. 203 on the Second floor of Block D-1, admeasuring 103 sq.mts. (super built – up area) in the Project/Scheme to be constructed in the property described in Schedule – I.

## SCHEDULE – III

### SPECIFICATION

Structure- It is R.C.C. framed structure of beams columns and slabs.

Walls- The external walls are made up of laterite stone blocks/concrete blocks/clay/brick blocks, coated with a double layer of sand faced cement plaster and rain proof paint. The internal walls are



made up of clay bricks, coated with a single layer of sand faced plaster and rendered with neeru, primer and paint.

Roof Slab- A layer of waterproofing compound shall be applied to the roof slab and then covered with Mangalore tiles.

Flooring- Vitrified Tiles/ V.C. Series Tiles shall be used for flooring and for skirting of make Nitco/Somany/Or its equivalent. Bathroom - Flooring shall be of non-skid ceramic tiles, Bathroom Walls will have glazed tiles up to door height. Staircase and landing will be of kota stone or equivalent.

Woodwork- All door frames shall be of good quality hard wood and all shutters except the main door shall be of Flush Door. The main door shall be of Teak wood. All window frames and shutters shall be of Aluminium (sliding type) which shall be of Powder Coated type. All windows will be provided with shutters glazed with distortion free float glass.

Fittings- All fittings such as handles, tower bolts and hinges will be of brass/S.S.

Electrical fittings- All wiring will be multi-strand, fire resistant, and double insulated and concealed.

Sanitary fittings- ~~The~~ <sup>★</sup>entire plumbing system will be completely concealed. All sanitary fittings such as cisterns, faucets and washbasins will be of ceramic of Hindware/Or its equivalent with White as the base colour.

A series of handwritten signatures and initials in black ink, including a large signature on the left, a smaller one in the middle, and several initials on the right.

Kitchen Platform- The kitchen will have a cooking platform with Black Granite and with 24" height wall glazed tiles. Stainless steel sink with single bowl and with hot and cold water tap.

Paint- Exterior surfaces shall be painted with weatherproof paint and the interior surfaces with acrylic emulsion of Asian or ICI or its equivalent.

Video Door phone system will be provided for the apartment. Lift

- Schendler/Thyssenkrupp or its equivalent.

General:

Water Supply: Through P.V.C pipes down take from an overhead storage common tank and ground level suction common tank of adequate capacity fed by main Govt. Supply augmented and when necessary by water tankers to be paid for by the entity. Water supply for the state Public Works Department subject to their supply and the terms and condition thereof.

The specification of any other item/s which remain undescribed in the specification herein above shall be decided by the Developer exclusively.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first hereinabove mentioned and in the presence of the witnesses herein below mentioned.













SIGNED AND SEALED AND  
DELIVERED BY THE WITH  
NAMED OWNER/VENDOR  
NO.1

*Veronica*



*Veronica*

MRS. VERONICA BRIDGET JESSIE D'SOUZA  
ALIAS MRS. VERONICA BRIDGET JESSIE D'SOUZA  
ALIAS VERONICA LUCAS CARDOZO ALIAS VERONICA  
CARDOZO

L H F I

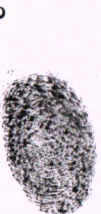
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1. \_\_\_\_\_



2. \_\_\_\_\_



2. \_\_\_\_\_



3. \_\_\_\_\_



3. \_\_\_\_\_



4. \_\_\_\_\_



4. \_\_\_\_\_



5. \_\_\_\_\_



5. \_\_\_\_\_



*Veronica to the [unclear] of [unclear]*



SIGNED AND SEALED AND  
DELIVERED BY THE WITH  
NAMED OWNER/VENDOR  
NO.3



*Just*

MRS. LILY FERNANDES ALIAS  
MRS. LILY SIDNEY D'SOUZA

LHFI

RHFI



*Q A So to [Signature] [Signature] [Signature]*

SIGNED AND SEALED AND  
DELIVERED BY THE WITH  
NAMED OWNER/VENDOR  
NO.4

*Felouge*



MS. JACINTA LUCY RITA D'SOUZA  
ALIAS JACINTA D'SOUZA

LHF I

RHF I

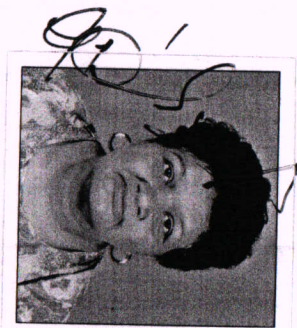


*DD No: 50 In Rs ~~10000~~ of 1/1*

SIGNED AND SEALED AND  
DELIVERED BY THE WITH  
NAMED OWNER/VENDOR  
NO.5

*[Handwritten signature]*

MS. GEMMA PLACIDA LUCY D'SOUZA  
ALIAS GEMMA D'SOUZA



LHFI

RHFI

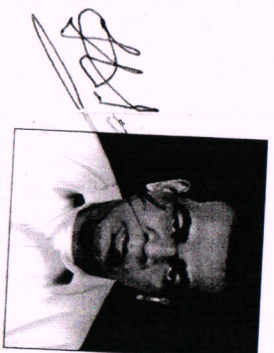


*[Handwritten scribble with 'DIA') and other marks]*

*[Handwritten notes and signatures at the bottom of the page]*

SIGNED AND SEALED AND  
DELIVERED BY THE WITH  
NAMED OWNER/VENDOR  
NO.6

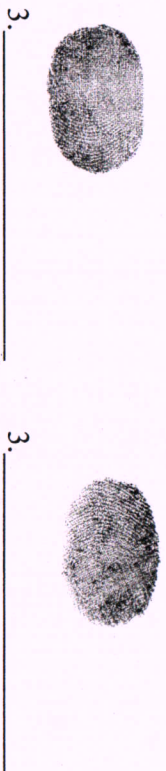
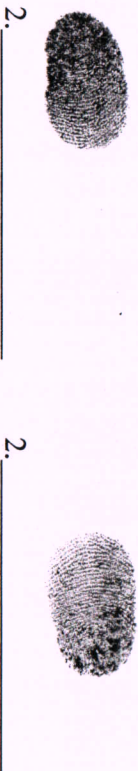
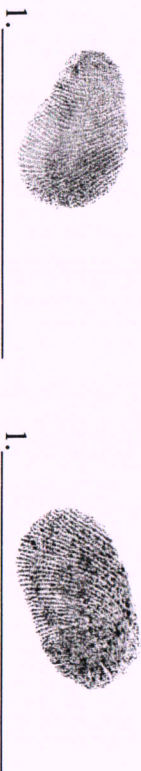
*A. J. D. Souza*



MR. LESLIE ALOYSIUS ANTHONY  
JOSEPH D'SOUZA ALIAS LESLIE  
D'SOUZA ALIAS LESLY ALOYSIUS  
A. J. D'SOUZA

L H F I

R H F I



*A. J. D. Souza*  
*for*  
*for*  
*for*  
*for*  
*for*

SIGNED AND SEALED AND  
DELIVERED BY THE WITH  
NAMED OWNER/VENDOR  
NO.7

*George*

MRS. OLIVIA MARIA APOLONIA D'SOUZA  
ALIAS OLIVIA GEORGE



LHFI

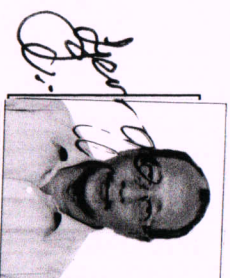
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*APR 20 10 57 AM 2010*

SIGNED AND SEALED AND  
DELIVERED BY THE WITH  
NAMED OWNER/VENDOR  
NO.8

*George*



MR. LOURDES J. GEORGE

L H F I

R H F I



1. \_\_\_\_\_



1. \_\_\_\_\_



2. \_\_\_\_\_



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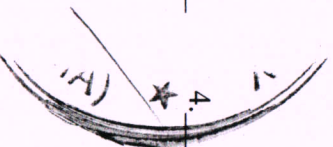
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5. \_\_\_\_\_



*NO 80 TO 017*  
*of 4*  
*X*



SIGNED AND SEALED AND DELIVERED  
BY THE WITH NAMED DEVELOPER/PURCHASER  
M/S CLASSIC SQUARES REALTY PRIVATE LIMITED  
REPRESENTED BY ITS DIRECTOR



*Devi*

*Devi*

(MR. OSWALD DE MELO)

LHFI

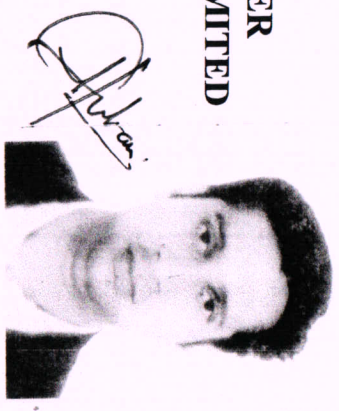
RHF I



5. \_\_\_\_\_

*NQ SD To [Signature] of [Signature]*

SIGNED AND SEALED AND DELIVERED  
BY THE WITH NAMED DEVELOPER/PURCHASER  
M/S CLASSIC SQUARES REALTY PRIVATE LIMITED  
REPRESENTED BY ITS DIRECTOR



(MR.ATMARAM FULARI)

L H F I

R H F I



1. \_\_\_\_\_



1. \_\_\_\_\_



2. \_\_\_\_\_



2. \_\_\_\_\_



3. \_\_\_\_\_



3. \_\_\_\_\_



4. \_\_\_\_\_



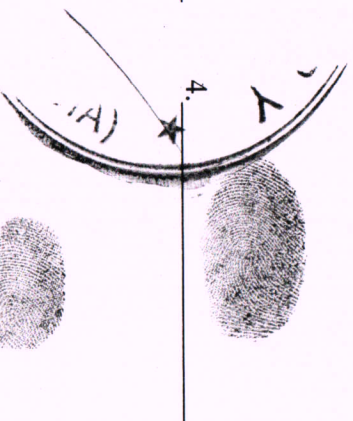
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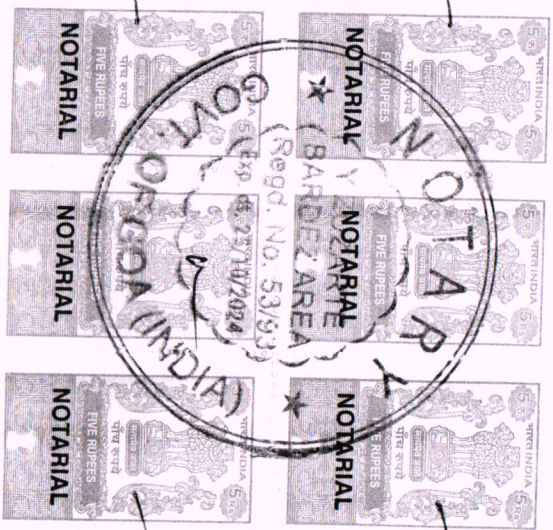
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*Handwritten signatures and initials:*  
1. *ATMARAM FULARI*  
2. *ATMARAM FULARI*  
3. *ATMARAM FULARI*  
4. *ATMARAM FULARI*  
5. *ATMARAM FULARI*

**IN THE PRESENCE OF WITNESSES**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_



*The above Signatories  
are hereby attested*

- ANNEXURE - I
- SURVEY PLAN
- ANNEXURE - II
- SITE PLAN

*Y. ZUZARTE*  
 B.Sc. LL.B  
 Advocate and Notary Public  
 MAPUSA GOA.

*Reg No. 1314/2021*

- ANNEXURE - III
- 2 FLOOR PLANS

*Y. Zuzarte*  
*Y. Zuzarte*  
*Y. Zuzarte*  
*Y. Zuzarte*  
*Y. Zuzarte*

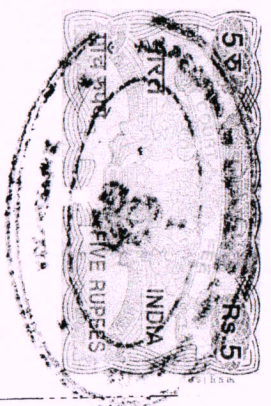
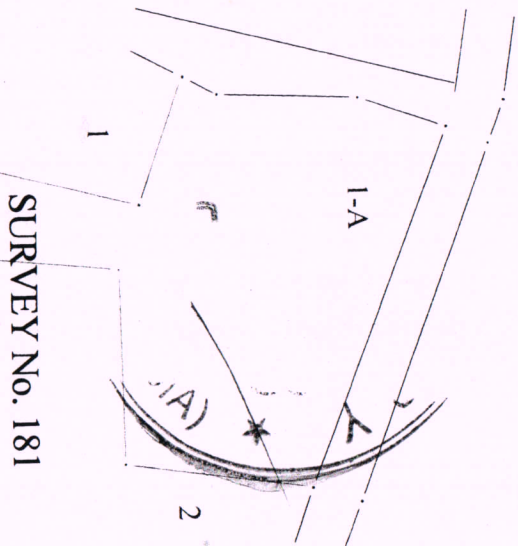
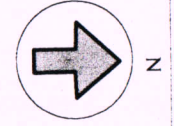




GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
Office of Inspector of Survey and Land Records  
MAPUSA - GOA

Inward No.: 7896

Plan Showing plots situated at  
Village : PENHADEFRANCA  
Taluka : BARDEZ  
Survey No./Subdivision No.: 181/ 1-A  
Scale : 1 : 1000



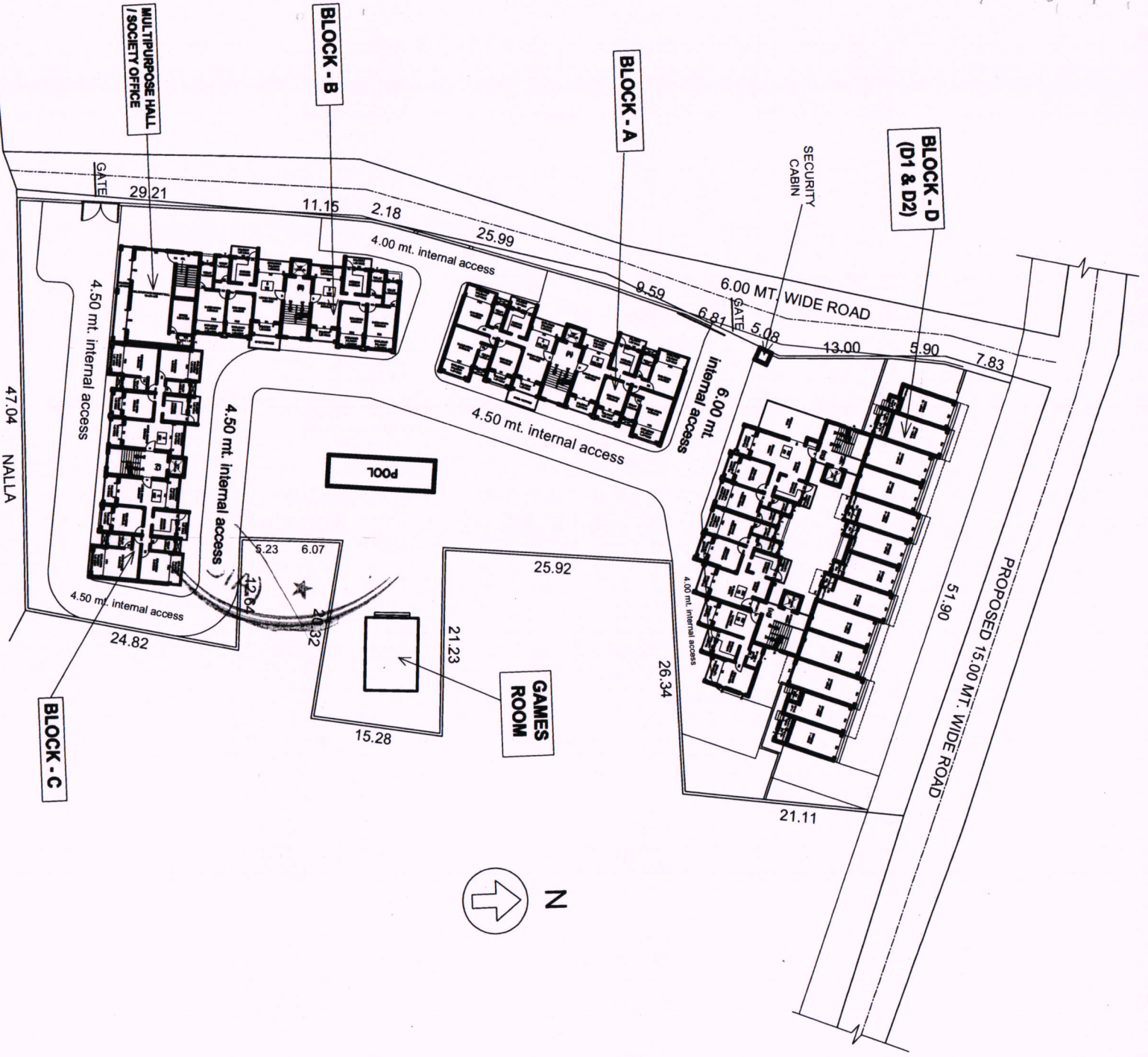
*course*  
(~~Rajesh P. Pai Kuchelkar~~)  
Inspector of Survey &  
Land Records.

*AD SD TO*  
*[Signature]*  
*[Signature]*  
*[Signature]*

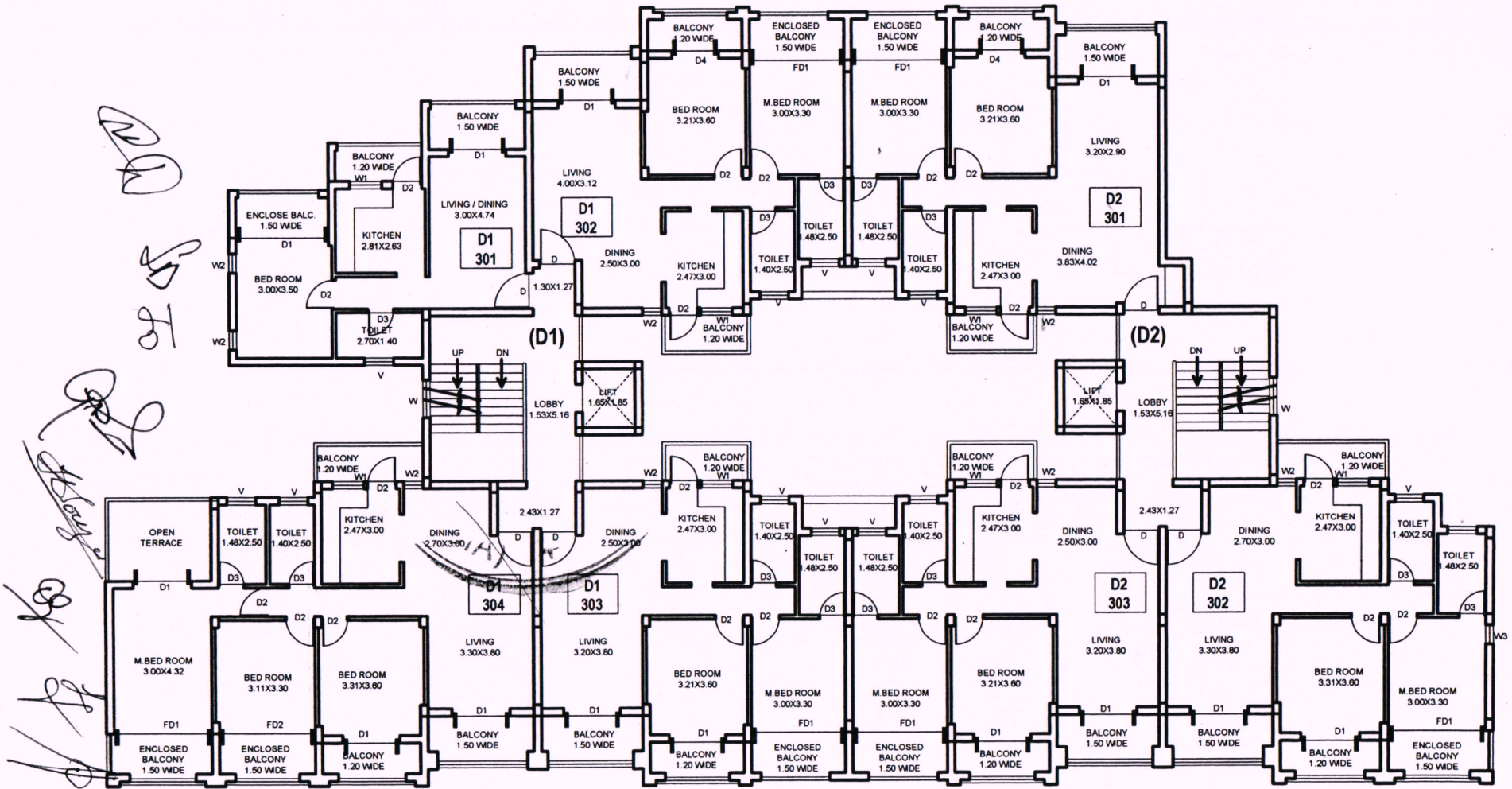
Generated By : Pratap Moulekar (D/Man Gr. II)  
On : 16-10-2019

Compared By:  
*[Signature]*

*Handwritten signatures and initials:*  
 [Signature 1] [Signature 2] [Signature 3] [Signature 4] [Signature 5]

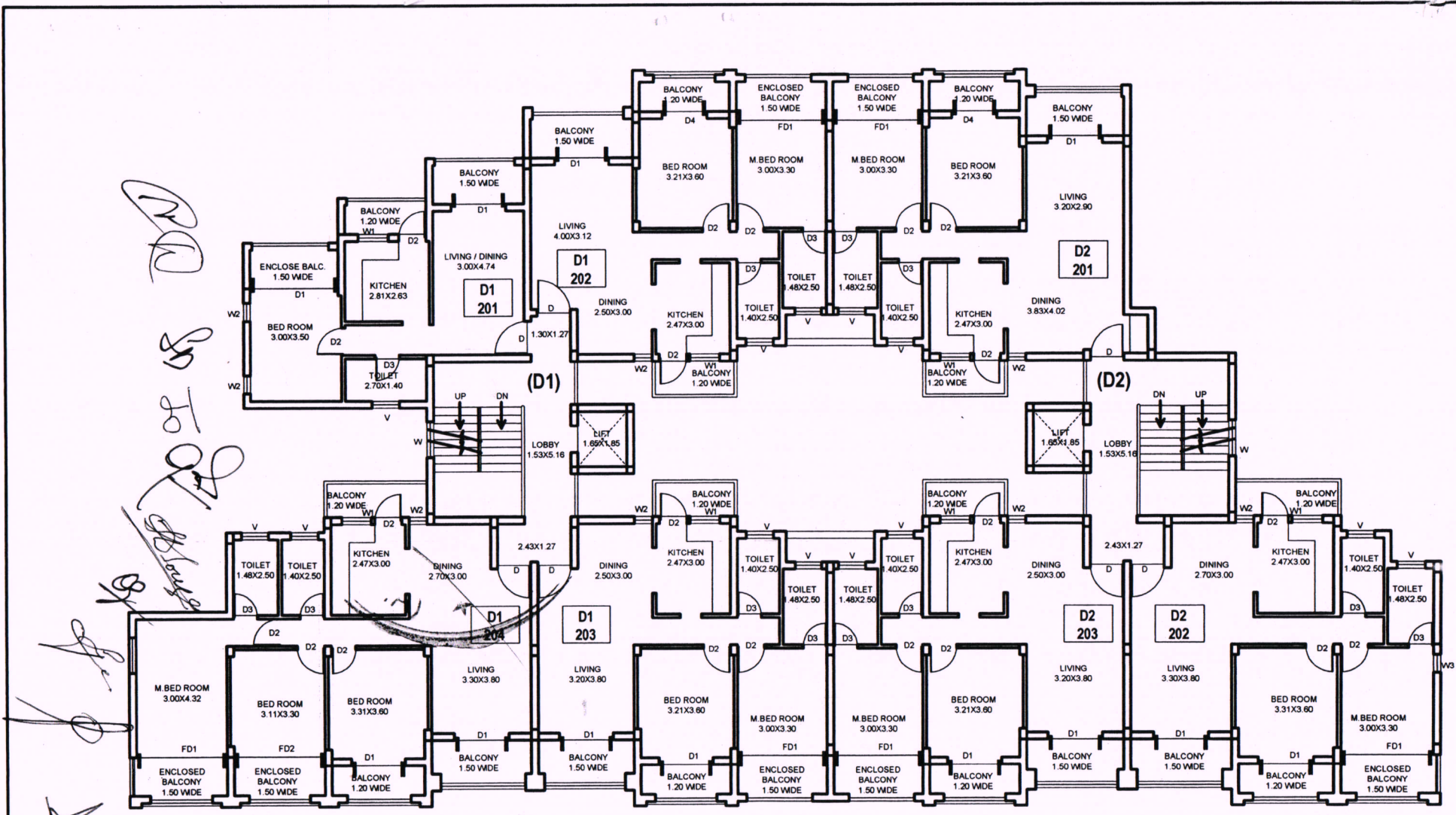


SITE PLAN SHOWING PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDINGS ON PLOT BEARING SURVEY NO. 181 / 1A & 181/1 AT PENHA DE FRANCA VILLAGE, BARDEZ TALUKA, GOA.



**THIRD FLOOR PLAN OF BLOCK -D (D1&D2)**

**PLAN SHOWING BLOCK - D (D1&D2) ON PLOT BEARING SURVEY NO. 181 / 1A AT PENHA DE FRANCA VILLAGE BARDEZ TALUKA , GOA .**



**SECOND FLOOR PLAN OF BLOCK - D (D1&D2)**

**PLAN SHOWING BLOCK - D (D1&D2) ON PLOT BEARING SURVEY NO. 181 / 1A AT PENHA DE FRANCA VILLAGE, BARDEZ TALUKA , GOA .**