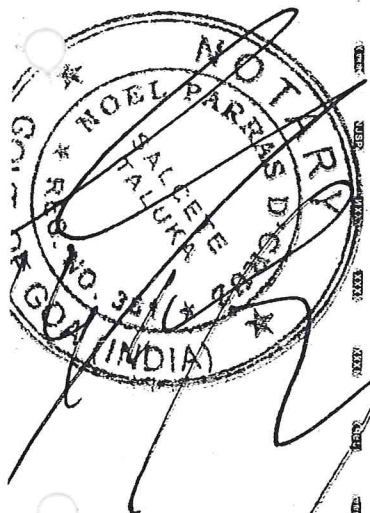


गोवा GOA

635741



Serial No. A-1211 Place of Vend MARGAO Date: 14/10/21

Value of Stamp Paper:

Name of Purchaser: CAITANO FERREIRAS

Residence: Margao Name of Father:

Purpose: Transacting }
Parties }

As there is no one single paper for the value of Rs.....
Additional stamp papers for the completion of the value are
attached along with.

Govt. Authorized Stamp Vendor's Sign.
Mr. Irshad Mohammed Shaikh
#A-101, Pereira Plaza, Margao
Ph: 0832-2712123
Lic. No. JUD/Ven-Lic/10/2020/AC-II

Fernando
Signature of Purchaser

MEMORANDUM OF UNDERSTANDING

This INSTRUMENT is made in this city of Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this 14th day of October of the year 2021 (14/10/2021) BY AND BETWEEN:

1 Fernando
Goa

1. **Mr. CAETANO CARLISTO CAMILO FERNANDES** alias **CAITANO FERNANDES** alias **CAITANO CARLISTO CAMILO FERNANDES**, son of late Mr. Tomas Xavier Fernandes, aged about 56 years, service, Pan Card No. [REDACTED], married, holder of Adhar card no. [REDACTED] and his wife

2. **Mrs. JETLY CARMINA FERNANDES** alias **JETLY C DIAS E FERNANDES** alias **JETLY CARMINA DIAS E FERNANDES**, daughter of Mr. Luis Dias, aged about 53 years, housewife, Pan Card No. [REDACTED], holder of Adhar card no. [REDACTED], both resident of House No. 252, Antonio Pacheco Road, Borda, Margao, Salcete Goa, both Indian Nationals, hereinafter referred to as "**FIRST PARTY-CUM- LAND OWNERS-VENDORS**", (which expression unless repugnant to the context and meaning thereof shall mean and include their heirs, legal representative, successors, executors, administrators and assigns) of the **ONE PART**.

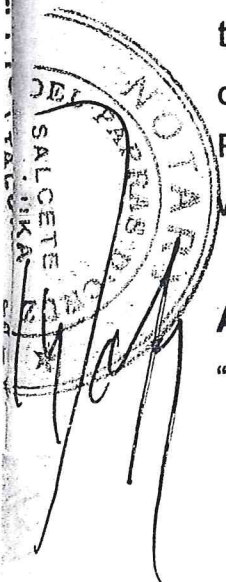
AND

Mr. JILANI HALIHUSOOR, son of late Mr. Mayunuddin Halihusoor, aged 35 years, married, businessman, holder of Pan Card No. [REDACTED], resident of House No. H-28/A, near Model School, Gogol, Margao Goa, Indian National and hereinafter referred to as the "**SECOND PARTY-CUM-DEVELOPER-PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof include his heirs, legal representatives, administrators, executors, successors and assigns) of the **SECOND PART**.

WHEREAS the member no. 2 of the **FIRST PARTY** is represented herein by the member no. 1 of the **FIRST party** vide Irrevocable Power of Attorney dated 17/12/2018, duly executed before the Notary Advocate Shri. Noel Perras D'Cruz under Reg. no. 8856/2018. The notarized copy is filed along with this instrument.

AND WHEREAS there exist landed property denominated as "**CUPANGALLO**" or "**NOVO-VADDO**" situated at Margao, within the

Fernandes
Arora



jurisdiction of the Margao Municipal Council, Taluka and Sub-District of Salcete District of South Goa, State of Goa, described in the Land Registration Office under No. 19619 at Folio 108 in Book B NO. 50 of New Series, surveyed under Chalta No. 1 of P.T. Sheet no. 49 of City Survey of Margao, more particularly in the SCHEDULE -A hereunder written and herein after referred to as the "SAID PROPERTY".

AND WHEREAS the Said property originally belonged to late Mr. Antonio Pascoal Fernandes and his wife Mrs. Aninha Cardozo e Fernandes, both of whom expired on 10/6/1966 and 8/4/2001 respectively.

AND WHEREAS the said late Mr. Antonio Pascoal Fernandes and Mrs. Aninha Cardozo e Fernandes, during their lifetime out of their first and only marriage, during their lifetime had the following children:

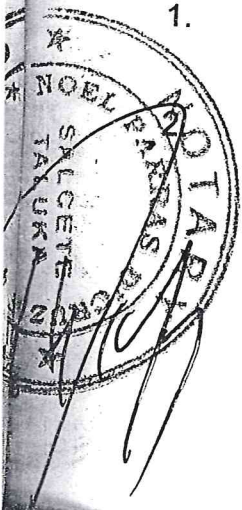
1. Mr. Lucas Ceriaco Felix Fernandes, married to Mrs. Lavina Lauriana Fernandes
2. Late Mrs. Maria Adelaide Fernandes married to late Mr. Miguel Antonio Piedade Fernandes
3. Late Mr. Tomas Xavier Fernandes married to late Mrs. Tomacina Fernandes
4. Late Mr. Manuel Joao Fernandes married to Mrs. Raquel Rosalina Fernandes
5. Late Mrs. Rosa Fernandes e Ferrao married to Late Mr. Antonio Francisco Ferrao
6. Mrs. Maria Quiteria Fernandes married to Late Mr. Diago Piedade Fernandes

AND WHEREAS the said Late Mrs. Maria Adelaide Fernandes and late Mr. Miguel Antonio Piedade Fernandes, during their lifetime, out of their first and only marriage, had the following children:

1. Mr. Marcelino Tadeu Benjamim Fernandes, married to Mrs. Martinha Fernandes,
Mr. Tomas Tiago Fernandes, married to Mrs. Maria Conceicao Fernandes

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3. Mr. Anilo Paul Fernandes, married to Mrs. Olga Carmeline Fernandes
4. Mrs. Letisa Agustina Fernandes e Lobo married to Mr. Anthony Lobo

AND WHEREAS late Mr. Tomas Xavier Fernandes and late Mrs. Tomacina Fernandes, during their lifetime, out of their first and only marriage, had the following children:

1. Mr. Caetano Carlito Camilo Fernandes, married to Mrs. Jetly Carmina Fernandes
2. Mrs. Anita Vailama Cornelia Fernandes married to Mr. Nicolau Costa
3. Mrs. Belinda Victoria Fernandes married to Mr. Jose Francisco Fernandes
4. Mr. Aleixo Escolastico Mario Anthony Fernandes married to Mrs. Tina Alphonso

AND WHEREAS late Mr. Manuel Joao Fernandes and Mrs. Raquel Rosalina Fernandes during their lifetime, out of their first and only marriage, had the following children:

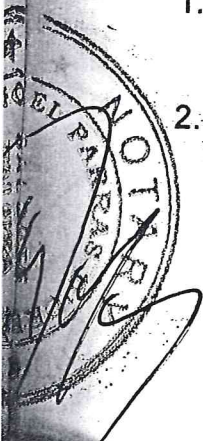
1. Mr. Pascoal Babino Fernandes, married to Mrs. Yvonne Fernandes; alias Evana Rosalina Fernandes
2. Mr. Cedric Lucio Fernandes, married to Mrs. Terezinha Vitoria Noronha
3. Mr. Caetany Socorro Fernandes, married to Mrs. Denila Pinto
4. Mr. OlwinDomnicSavioFernandes, married to Mrs. Conceicao Socorina Cardozo

AND WHEREAS late Mrs. Rosa Fernandes e Ferrao and late Mr. Antonio Francisco Ferrao during their lifetime, out of their first and only marriage had the following children: -

1. Mrs. Ralina Elizabeth Mary Ferrao married to Mr. Eddy Edwin Pascoal Fernandes
2. Mr. Aldrin Ferrao married to Mrs. Vencila Ferrao

A. Fernandes

A. Ferrao



terms of Deeds of Relinquishment (a) dated 2/1/2003 drawn at pages 23 V onwards of the Deeds Book No. 1448 in the office of the Notary Ex-Officio, Margao, Salcete, Goa (b) dated 2/1/2003 drawn at pages 23 V onwards of the Deeds Book No. 1448 in the office of the Notary Ex-Officio, Margao, Salcete, Goa.

AND WHEREAS upon the death of said Mrs. Rosa Fernandes e Ferrao and Mr. Antonio Francisco Ferrao, their children namely Mr. Aldrin Ferrao, Mrs. Dallyn Ferrao e Antao their respective spouses and Beldwin Ferrao, relinquished their rights to the estate of the said deceased Mrs. Rosa Fernandes e Ferrao and Mr. Antonio Francisco Ferrao, in terms of Deed of Relinquishment dated 9/5/2008 drawn at pages 71 V to 72 of the Deeds Book No.1522 in the office of the Notary Ex-Officio, Margao, Salcete, Goa.

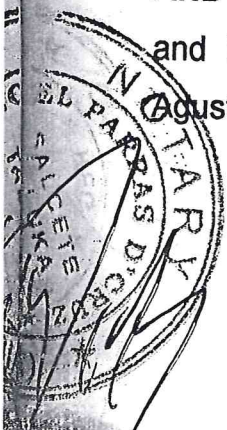
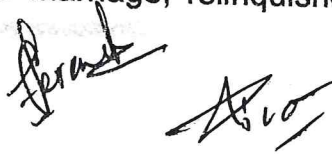
AND WHEREAS upon the death of said Mr. Antonio Pascoal Fernandes and Mrs. Aninha Cardozo e Fernandes and further upon the death of Mr. Diago Piedade Fernandes, the said Mrs. Maria Quiteria Fernandes and her children, Mrs. Fatima Fernandes and Mr. Robin Fernandes along with their respective spouses and Mr. Olivant Fernandes, relinquished their rights to the estate of the said deceased Mr. Antonio Pascoal Fernandes and late Mrs. Aninha Cardozo e Fernandes in terms of Deed of Relinquishment

1. Mrs. Dallyn Ferrao e Antao married to Mr. Peter Antao
2. Mr. Beldwin Ferao, unmarried,

AND WHEREAS Mrs. Maria Quiteria Fernandes and late Mr. Diago Piedade Fernandes during their lifetime, out of their first and only marriage, had the following children:

1. Mrs. Fatima Fernandes married to Mr. Peter Azavedo
2. Mr. Robin Fernandes married to Mrs. Quiteria Maria Fernandes
3. Mr. Olivant Fernandes married to Mrs. Maria Lisa Ozario.

AND WHEREAS upon the death of said Miguel Antonio Piedade Fernandes and Mrs. Maria Adelaide Fernandes, their daughter the said Mrs. Letisa Agustina Fernandes e Lobo, before her marriage, relinquished her rights to



the estate of the said deceased Miguel Antonio Piedade Fernandes and Mrs. Maria Adelaide Fernandes, in terms of Deed of Relinquishment dated 23/2/2001 drawn under No. 166 at pages 136 to 137 of the Deeds Book in the office of the Notary Ex-Officio, Mormugao Goa.

AND WHEREAS upon the death of said Mr. Tomas Xavier Fernandes and Mrs. Tomacina Fernandes, their children namely Mrs. Anita Vailama Cornelia Fernandes and Mrs. Belinda Victoria Fernandes, along with their respective spouses, relinquished their rights to the estate of the said deceased Mr. Tomas Xavier Fernandes and Mrs. Tomacina Fernandes, in dated 8/1/2003 drawn at pages 46 onwards o the Deed of Book No. 1443 in the office of the Notary Ex- Officio, Margao, Salcete Goa.

AND WHEREAS upon the death of Antonio Pascoal Fernandes Deed of family partition dated 21/8/1997, registered in the office of the Sub-Registrar of Salcete at Margao Goa, under No. 2434, at pages 276 to 312 of Book No. 1, Vol. 789 dated 24/11/1997, was executed by the members, including Mrs. Aninha Cardozo e Fernandes in the status of widow of late Mr. Antonio Pasool Fernandes dividing the property described dividing the property described in SCHEDULE A hereunder written of late Mr. Antonio Pascoal Fernandes by excluding some of the legal of late Mr. Antonio Pascoal Fernandes who filed a Civil Suit bearing Reg. Civil Suit No.71/2005/D, in the Civil Court at Margao, seeking declaration that the said Deed of Partition dated 21/8/1997, is null and Void.

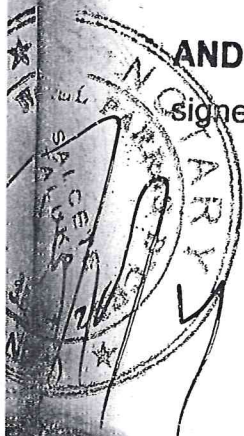
AND WHEREAS by the said Deed of Partition and Family Settlement dated 21/08/1997, duly registered before the Office of the Sub-Registrar of Salcete under no. 2434 at pages 276 to 300 of Book no. 1, Volume No. 789 dated 24/11/1997, one half of the said property was allotted to the said Mrs Aninha Cardozo e Fernandes, while the other half was allotted to Mr. Lucas Fernandes and others..

AND WHEREAS in the said Reg. Civil Suit No. 71/2005/D, the parties hereto, signed and executed consent terms, which were accepted by the said Court

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and the said Civil suit was disposed by the Court by passing a consent decree on 21/3/2009.

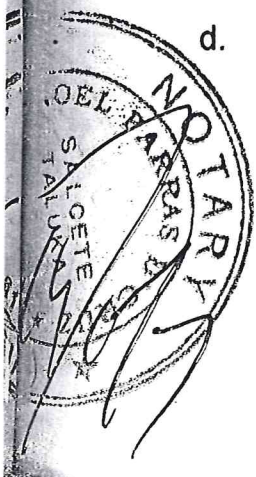
AND WHEREAS vide Deed of Rectification and Ratification dated 11/08/2010, duly registered before the Office of the Sub-Registrar of Salcete under no. MGO-BK1-04280-2010, CD Number MGOD26 dated 17/08/2010, Plot No. G admeasuring an area of 3100 sq. metres, surveyed under Chalta No. 4 of P.T. Sheet No. 50 of City Survey of Margao along with other plots, forming part of the said property was allotted to the **FIRST PARTY**.

AND WHEREAS the **SECOND PARTY** approached to the **FIRST PARTY** expressing his intention to purchased the Plot No. G admeasuring an area of 3100 sq. metres, surveyed under Chalta No. 4 of P.T. Sheet No. 50 of City Survey of Margao for the purpose of development for construction of multistoried building/s complex therein.

This Plot No. G is more particularly described in the Schedule B herein under written and herein after referred to as the "SAID PLOT".

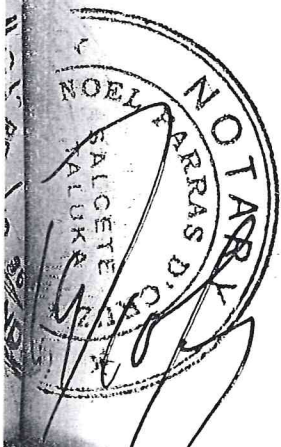
AND WHEREAS **FIRST PARTY** declared to the **SECOND PARTY** the following in respect of the SAID PLOT:

- a) That they are the owners of the Said PLOT described hereinabove are in lawful occupation, possession and enjoyment of the SAID PLOT;
- b. That no other person/persons other then the **FIRST PARTY** herein is the owners or possessors of said PLOT or have any right, title, claim or interest over the same or any part thereof;
- c. That they have absolute right to dispose and/or sell their share in the Said PLOT and/or deal with it in any manner whatsoever and no permission or consent of any person or authority is required;
- d. That they have a clean, clear, subsisting and marketable title to the Said PLOT;



7 *[Signature]*
[Signature]

- e. That there is no legal bar or impediment for sale/development of the Said PLOT and that the Said PLOT is free from encumbrances, liens and/or charges.
- f. That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition had/has been received by and/or served upon them independently regarding the Said PLOT;
- g. That the Said PLOT or any part thereof is not the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and/or Regulation and /or under any subsisting Order, Judgment and /or Decree of any Court of Law.
- h. That the Said PLOT or any part thereof is not the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.
- i. That they independently had not agreed, committed or contracted or entered into any agreement for sale/construction/development or lease or any other Agreement whether oral or in writing, with any third party or third parties in respect of the Said PLOT and or any part or share in the Said PLOT;
- j. That no other person has any right of access through the Said PLOT or part thereof;
- k. That they have not obtained any financial assistance from any bank or other financial institutions nor have created any charge and or encumbered the Said PLOT or any part thereof, in any manner whatsoever.



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- l. That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming to be the co-owner/s of the Said PLOT and/or of violation of any of their co-ownership right or as having any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law or any other mode, in the Said PLOT, the FIRST PARTY shall be fully liable and responsible to settle any such share, right, interest, claim of the third party/objectionist in the Said PLOT from the 50% share in the construction (profit) and the DEVELOPERS shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the FIRST PARTY for any such settlement made by her with the third party.
- m. That there is no legal impediment to execute the sale in respect of the Said PLOT.
- n. That in case at any time in future, if any objection is raised to the present sale or the present sale is challenged in any court of law, by any party claiming to be the co-owner/s of the Said Plot and/or of violation of any of their co-ownership right or as having any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law or any other mode, in the Said Plot, the OWNERS-CUM- FIRST PARTY shall be fully liable and responsible to settle any such share, right, interest, claim of the third party/objectionist in the Said Plot from the consideration paid in kind herein and the DEVELOPERS shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the OWNERS-CUM- FIRST PARTY for any such settlement made by them with the third party.
- o. In case the SECOND PARTY is deprived from possessing and enjoying the SAID PROPERTY and or any part thereof at anytime in future, due to any defect in ownership/title of the FIRST PARTY or due to claim or objection from any other person, firm, company, Bank, credit society, financial Institution etc., the FIRST PARTY shall



indemnify and keep indemnified the SECOND PARTY against all such claims, objections etc.

AND WHEREAS the DEVELOPERS had agreed to develop the SAID PLOT and to construct building/s complex thereon and the FIRST PARTY have agreed to allow the DEVELOPERS to develop the SAID PLOT on the following terms and conditions which are as under:

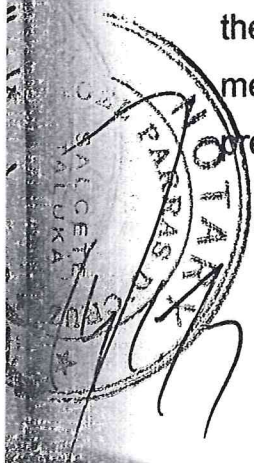
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The FIRST PARTY do hereby nominate, constitute and appoint the DEVELOPERS to develop, construct on the SAID PLOT described in the SCHEDULE, as per the plans to be approved/ that may be revised by the DEVELOPERS with the consent of the FIRST PARTY as per her requirements and that will be approved by the Panchayat, Competent Authority under the Town and Country Planning Act and other civic authorities.

2. That in lieu of the OWNERS-CUM-FIRST PARTY, selling, allotting entrusting and assigning the SAID PLOT, with all the rights to develop the SAID PLOT by constructing thereon the SAID COMPLEX and selling and conveying the built-up area therein along with the proportionate share in the land appurtenant thereto. It is further agreed between the FIRST PARTY and the SECOND PARTY that the SECOND PARTY will construct the building/s complex in the Said plot and the same will be divided among the FIRST PARTY and the SECOND PARTY in following ratio/profit as mentioned herein below:

To the First Party	50% share/Profit
To the Second Party	50% share/Profit

It is mutually agreed between the First Party and the Second Party that the First Party 50% share/Profit in the construction done on the said plot means..... "That the Second Party will construct commercial and residential premises in the Said Plot to the FISRT Party at free of cost and the same will



be allotted/mentioned in the separate deed/instrument/agreement/affidavit as per the convenient of the First party".

3. It is further agreed between the FIRST PARTY and THE SECOND PARTY that the SECOND PARTY will pay a sum of Rs. 1,00,00,000/- (Rupees One Crore Only) to the FIRST PARTY at the time of execution of this agreement/instrument, in the following manner as mentioned herein below:

a) a sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) vide Cheque bearing no. _____ dated ___ drawn on _____

b) a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) vide Cheque bearing no. 1640²⁷ dated 14/10/2021 drawn on Karnataka Bank LTD

a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) vide Cheque bearing no. 1640²⁶ dated 14/10/2021 drawn on Karnataka Bank LTD

a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) vide Cheque bearing no. 1640²⁵ dated 14/10/2021 drawn on Karnataka Bank LTD

e) a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) vide Cheque bearing no. 1640²⁴ dated 14/10/2021 drawn on Karnataka Bank LTD

In case the cheque/s referred above is/are dishonoured for any reason whatsoever, the possession of the SAID PLOT shall automatically stand reverted to the FIRST PARTY and the present instrument shall become null and void. The bank entry showing the clearance of the said cheque shall amount to admission on behalf of the FIRST PARTY of the receipt of the value of the said cheque.

4) It is agreed between the FIRST PARTY and the SECOND PARTY, that the SECOND PARTY will deduct the above paid amount of Rs.

Demands
Kiran

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A circular notary seal with the text "NOTARY PUBLIC" and "INDIA" around the perimeter. In the center, there is a signature and the date "14/10/2021".

1,00,00,000/- (Rupees One Crore Only) from the 50% share/profit which the FIRST PARTY will obtain/received from the said construction on the Said Plot.

5. The FIRST PARTY shall allow the DEVELOPERS to develop the SAID PLOT with full right and authority with men and material for the purpose of taking measurements and for the purpose of constructing a building thereon and also allow to do cleaning, leveling, compound wall, electricity poles, water pipeline, road, sewage pipes etc.
6. The DEVELOPERS and FIRST PARTY shall appoint engineer, drawing plans, architect etc and the administrative work including TCP approvals, Municipality permission, Panchayat permission, Panchayat, health and fire clearance, SANAD, conversion for construction of building etc. The above licenses will be in the name of First party.
7. The DEVELOPERS shall be entitled to and/or permitted by the FIRST PARTY to enter upon the SAID PLOT to carry out any development activities in the SAID PLOT and further, for the said purpose, shall be entitled to engage labourers, contractors, sub-contractors to do the said work of development like levelling, filling, demolishing, digging etc. The FIRST PARTY simultaneously with the execution of this Agreement shall put the DEVELOPERS in possession of the SAID PLOT, with full right, power and authority subject to the clearance of clause 3 herein above mentioned. The FIRST PARTY shall provide assistance to sort out if any kind of objections put forth by the local villagers, NGO's, Municipality, Panchayat or any other Government authority for the proposed development.
8. It is further agreed by the SECOND PARTY that he shall maintain all the bills and records of his expenditure in respect of the development and construction of the building in the SAID PLOT and shall present for inspection of the same as and when requested by the FIRST PARTY. The FIRST PARTY shall have full right and access to carry out inspection of the said records and the construction material of the said building.



9. The OWNERS-CUM- FIRST PARTY further covenant with the DEVELOPER that incase the work of development/construction is stopped or hindered/obstructed by any third party due to any reason attributable to the OWNERS-CUM-FIRST PARTY or otherwise, the OWNERS-CUM-FIRST PARTY shall stand by and support the DEVELOPER in the matter of all such claims arising there from. In such circumstances, the OWNERS-CUM-FIRST PARTY shall give reasonable extension of time limit of 3 months to the DEVELOPER without any penalty.

However, the extension for time can be granted by the FIRST PARTY to the SECOND PARTY for the said construction after mutual discussion between them.

10. The OWNERS-CUM-FIRST PARTY agree that they shall sign, execute and verify all applications, forms and documents or papers of any description including drawings, plans, letters and forms as may be necessary to be signed and filed before the proper authorities.

11. The OWNERS-CUM-FIRST PARTY shall execute Power of Attorney duly attested before the Notary Public in favour of the DEVELOPER, or such other person of the choice of the DEVELOPER, the powers required for smooth execution and construction of the said building/s complex and development of the SAID PLOT, namely

- i) For obtaining Land Conversion Sanad, if any and all the necessary documentation from the concerned authorities in respect of the SAID PLOT;
- ii) for obtaining permission from the Town and Country Planning and Development Authorities as may be required for the development and construction of the building/s on the for obtaining permission;
- iii) for obtaining necessary permission from the concerned Municipality, health authorities, pollution Board/ authority and any other authority as may be necessary for obtaining Construction lincence for the construction of building/s in the



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SAID PLOT, approval of plans, drawings of the building construction, building plans, including rectification/alterations/modification in the plans of construction, from the necessary authority, obtaining Completion Certificate/ Occupancy Certificate, water connection, electricity connection and House Tax records in respect of the constructed premise or premises to be constructed in the SAID PLOT;

- iv) for getting approval from any other authority that may be specified by the Government for starting the construction work, to carry out the construction and to get the same completed in the SAID PLOT;
- v) to represent on behalf of the OWNERS-CUM-FIRST PARTY before any authorities in connection with the development of and/or construction of the building/s on the SAID PLOT and to sign and to execute and to make any applications/petitions/drawings, signing the records for submitting and obtaining various approvals as may be required in respect of and for construction of buildings in the SAID PLOT, including the construction licence, occupancy certificate, house tax registration records or any other records/ permissions from the concerned authorities;
- vi) to negotiate and finalize sale price in respect of any constructed building/s in the SAID PLOT and to receive the payment of consideration price in respect thereof either in part or in full, to sign and execute any Agreement for Sale/Deed of Sale/Memorandum or any other instrument/s or deed/s/agreement/s of such constructed premises in favour of prospective purchasers of the same and get them registered before the competent Sub- Registrar/Notary including the Sub- Registrar of Salcete at Salcete, Goa, to admit execution thereof as well as to admit the receipt of consideration and to complete the process of registration of such Agreement/deed/Memorandum under the Indian Registration Act exclusion of the premises allotted to the FIRST PARTY. In all such Agreements for Sale Deed of Sale/

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Memorandum or any other instrument/s or deed/s/agreement/s the OWNERS-CUM-FIRST PARTY shall be necessary parties for the purpose of agreeing to sell proportionate share of land in the SAID PLOT to the prospective purchasers of constructed said building/s in the SAID PLOT;

vii) and for such other purpose as may be reasonably and lawfully required to facilitate development, conversion, demarcation, construction on the SAID PLOT;

12. The DEVELOPER shall under normal condition complete the construction of the building /s in all respects as aforesaid and obtain the Occupancy Certificate form the authority concerned in respect thereof within 3 years from the date of issuance of construction licence.

It is mutually agreed between the First Party and the Second Party that the FIRST Party will obtain necessary construction licence/s, approved plan/s and other approval/s which is required for the said construction from the respective civic authorities and entire expenditure for obtaining the said licences and approval will be paid by the SECOND PARTY and the SECOND PARTY will deduct the above paid amount for obtaining the said licence/s and approval for the said construction from the 50% share/profit which the FIRST PARTY will obtain/received from the said construction on the Said Plot.

13. It is made clear that the entire expenses towards the Development of the SAID PLOT including the construction of the proposed building /s, along with completion of the said project including masonry, flooring, plumbing, electrical fixtures and fittings, painting, and landscaping, other expenses etc shall be exclusively borne by the DEVELOPERS without claiming any right or funds from the FIRST PARTY herein.

14. The FIRST PARTY shall come forward as and when called by the DEVELOPERS to enter into deed of sale/ agreement for sale/any other instrument/s or deed/s and construction with third person, before the Sub Registrar of Salcete or Notary Public, of her choice in respect of premises to be constructed in the SAID PLOT and allotted to the DEVELOPERS. Provided the liability of entire transaction shall be on the DEVELOPERS.

15. That the DEVELOPERS herein shall be free to fix rate and negotiate with the prospective purchaser/s of the premises to be constructed on the said plot



and shall be free to take advances from the prospective purchasers except exclusion of the premises allotted to the FIRST PARTY.

16. It is clearly understood that all the due payable to the Government such as income tax, sales tax, Royalty, GST, RERA or any other levy relating to or arising from the sale of flats mentioned shall be entirely borne by the DEVELOPERS.

17. The DEVELOPERS are hereby authorized to make necessary application and obtain at his own cost and expenses, electricity connection, water connection, sewage connection, etc from the competent authorities in respect of the SAID PLOT to facilitate the carrying on the work of development in the SAID PLOT.

18. In respect of any issues with regards to Plumbing, flooring or electrical issues pertaining to the quality after the occupancy issued the DEVELOPERS will be responsible to undertake repair /rectification of the same within the period of one month at his own cost.

19. The FIRST PARTY shall sign all the such papers, applications, undertakings, Forms, Declaration, Plans, revised plans etc. as are required by the DEVELOPERS in respect of the SAID PLOT for the purpose of development, construction, etc in respect of the SAID PLOT before the competent authorities required by law and also undertakes to come forward as and when called by the DEVELOPERS before various government authorities for getting plans sanctioned or for any other purposes.

20. The FIRST PARTY further agrees that they shall not raise any objection, interference, disturbance etc in the construction of the building to be constructed in the SAID PLOT, and the DEVELOPERS shall carry out construction of the building in the SAID PLOT as per the plan approved. With written consent of the FIRST PARTY, the DEVELOPERS shall be free to draw plans, revised, approval of plans, drawings of the building construction, building plans, including rectification/alterations/ modification in the plans of

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construction, form the necessary authority, obtaining Completion Certificate / Occupancy Certificate, as per his own wish by appointing architect of his choice.

21. The DEVELOPERS shall do and complete construction of the said building as per the plan attached or plans to be subsequently approved / revised, approvals, Licences obtained from the various authorities / departments concerned for the said construction / development in the SAID PLOT and the DEVELOPER shall carry out conversion and apply for sanad. The finalization of the plan or the revised plan of the proposed building/s in the SAID PLOT shall be at done by the DEVELOPER with the written consent of the FIRST PARTY.

22. The Parties covenant that the name of the said proposed construction to be constructed in the SAID PLOT shall be mutually decided by the Developer and FIRST PARTY.

23. Incase of any losses/damages or disability, death suffered by any person employed/labourer employed by the DEVELOPERS on the proposed construction, the DEVELOPERS shall be fully responsible for the same and the FIRST PARTY shall not be liable for any such compensation either under the workmen compensation act or any other law for the time being enforce for damages or compensation.

24. It is agreed by the DEVELOPER herein that the entire construction of the SAID building/s shall be completed in all respects and will obtain occupancy certificate within three years from the issuance of construction licence.

25. The DEVELOPER shall alone be responsible for any violation in the matter of construction to be raised in the SAID PLOT described in the SCHEDULE B below, including the violations of approved plan, violation of building bye laws and other laws and the FIRST PARTY shall not responsible for the same in any manner.



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26. Incase of any dispute between the parties hereto in respect of said proposed construction, than it shall be first settled amicably amongst them by way of mutual discussions and if such settlement could not be arrived at, then the dispute shall be referred to sole arbitration of mutually acceptable sole arbitrator at Margao Goa, as provided under the law of arbitration in force at the relevant time or in the Court on whose jurisdiction the Said Plot falls in.

27. The Parties hereto agree that during the subsistence of this Agreement, the DEVELOPER shall be in occupation and possession of the SAID PLOT and that the OWNERS-CUM-FIRST PARTY shall not obstruct the DEVELOPERS nor interfere with the proposed construction or any part of the construction to be built by the DEVELOPER in the SAID PLOT, as aforesaid.

28. The parties hereto also agree that in event of any breach of the terms and conditions contained herein and on the part of the OWNERS-CUM-FIRST PARTY to be observed and performed, then the DEVELOPER shall be entitled to the specific performance of this Agreement by the OWNERS-CUM-FIRST PARTY.

29. This Agreement, subject to stipulations contained herein, shall be governed by the provisions of the Specific Relief Act, 1963.

30. It is mutually agreed that the respective addresses for communications/correspondence of all the parties shall be as mentioned below and that communications/correspondence addressed to the said addressee by Registered Post shall be deemed to be sufficient communications to the respective parties.

OF THE OWNERS-CUM-FIRST PARTY

Resident of House No. 252, Antonio Pacheco Road, Borda Margao,
Salcete Go

OF THE SECOND PARTY-DEVELOPER



Handwritten signature and initials, possibly 'S. S. S.' and 'A. S.'.



Resident of House No. H-28/A, near Model School, Gogol, Margao Goa

SCHEDULE A

(OF THE SAID PROPERTY)

ALL THAT exist landed property denominated as "CUPANGALLO" or "NOVO-VADDO" situated at Margao, within the jurisdiction of the Margao Municipal Council, Taluka and Sub-District of Salcete District of South Goa, State of Goa, described in the Land Registration Office under No. 19619 at Folio 108 in Book B NO. 50 of New Series, surveyed under Chalta No. 1 of P.T. Sheet no. 49 of City Survey of Margao and the same is bounded

- East : by the drain of Comunidade;
West : by the property of the heirs of Manuel Curumbina alias Barabes;
North : by hill top property of Luis Dias and heirs of Rodolfo Colaco and
South : by Emphytheusis of Remedios Fernandes Baltazar Racoicar, Camilo Fernandes and paddy field Cupangally of Comunidade of Margao

SCHEDULE B

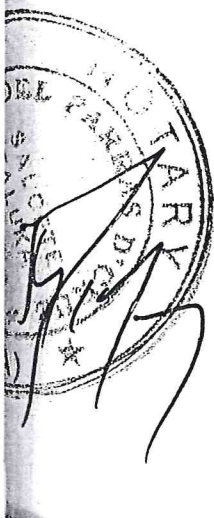
(OF THE SAID PLOT)

ALL THAT exist Plot No. G admeasuring an area of 3100 sq. metres, surveyed under Chalta No. 4 of P.T. Sheet No. 50 both of City Survey of Margao, forming part of the Said property described in the Schedule A herein under written and the same is bounded

- East : by Plot I;
West : by land acquired and Chalta No. 7 of P.T. Sheet No. 49;
North : by Village Raia and
South : by Plot B2-A

The said Plot is marked in red colour annexed to the said instrument.

IN WITNESS WHEREOF the parties to these presents have signed and subscribed their respective hands on the day, month and the year first herein above mentioned.



SIGNED, SEALED AND DELIVERED BY

THE WITHIN NAMED FIRST PARTY:

Mr. CAETANO CARLISTO CAMILO FERNANDES

alias **CAITANO FERNANDES** alias

CAITANO CARLISTO CAMILO FERNANDES

For self and as attorney of Member No. 2 of the First Party

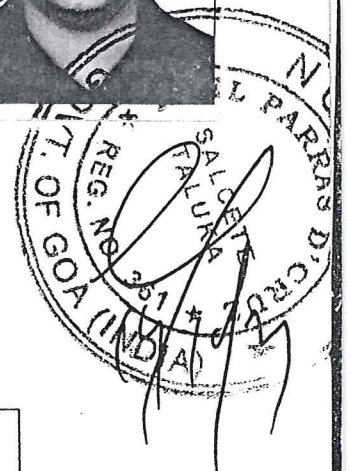
The party of the **FIRST PARTY**

In the presence of.....



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[Handwritten signature]



Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF Mr. CAETANO CARLISTO CAMILO FERNANDES alias CAITANO FERNANDES alias CAITANO CARLISTO CAMILO FERNANDES

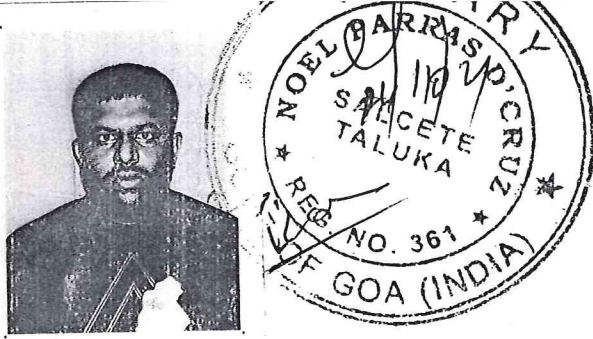
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF Mr. CAETANO CARLISTO CAMILO FERNANDES alias CAITANO FERNANDES alias CAITANO CARLISTO CAMILO FERNANDES



[Handwritten signature]

[Handwritten signature]



**SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED DEVELOPER-CUM- SECOND PARTY:
Mr. JILANI HALIHUSOOR**

The party of the second part

In the presence of.....

Aadhyaas Card No: [REDACTED]

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. JILANI HALIHUSOOR

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. JILANI HALIHUSOOR

Witnesses:

- 1.
- 2.

EXECUTED BEFORE ME WHICH I ATTEST

NOEL PARRAS D'CRUZ
NOTARY
Salcote Taluka (Reg. No. 361)
STATE OF GOA (INDIA)
9326863757 / 9422096557
Reg. No. 7037/2020
Date: 14/10/2020

[Handwritten signatures and initials]

