

गोवा GOA

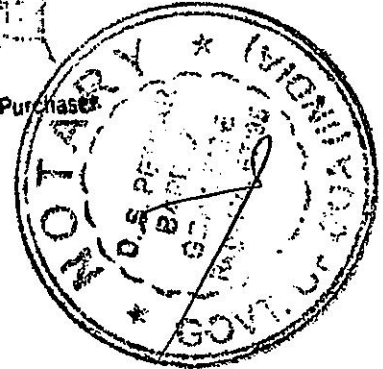
Manoj R. Joshi Omp. Secretariats
Panaji - Goa Lic. No. 5/1997

Serial No. 1834 Places of Vend. Panaji. Date 31/3/12
Value of Stamp Paper 100 -
Name of Purchaser Joseph D' Souza
Residence Nepura Name of Father
Purpose



406471

Sign. of Vendor

Sign. of Purchaser



AGREEMENT FOR SALE CUM
DEVELOPMENT / CONSTRUCTION CUM
EXCHANGE

THIS AGREEMENT FOR SALE CUM DEVELOPMENT /CONSTRUCTION CUM EXCHANGE, is made on this 16th day of August of the year 2012 at Mapusa, Sub-District of Bardez Taluka, District of Goa.

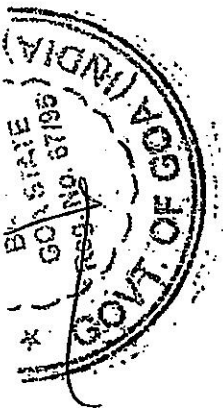
BETWEEN;

- I. MRS. LOURDINA FERNANDES ALIAS LOURDINHA FERNANDES, 68 years of age, wife of late Paul D'Cruz Fernandes alias Thomas Fernandes alias Paulo Fernandes alias Paulo Da Cruz Jose Fernandes, housewidow, having PAN Card No. *ABYPF0126*) and resident of 305, Luv Apartments, Veera Dessai Road, Andheri (West), Mumbai, Maharashtra - 400058; hereinafter called the "THE **VENDOR/OWNER**", (which expression shall where the context so require or permit shall include her respective heirs, legal representatives, successors, executors and assigns) OF THE ONE PART.

AND;

- I. "JEWEL CORPORATION", having its registered office in Mumbai; A partnership firm represented by its partner MR. JOSEPH THOMAS D'SOUZA, aged 60 years, married, Developer, having PAN Card No. AHKPD2717L, Indian National, and resident of Eden Garden Apartments, Damadem, Tivim, Bardez, Goa; hereinafter called "THE **BUILDER /DEVELOPER/PURCHASER**", (which expression shall where the context so require or permit include his

L. Fernandes



O. S. PETKAR
Advocate
B. A. LL. E.
and Notary Public
Mapusa (Bardez), Goa

L. Fernandes

heirs, legal representatives, executors, successors and assigns) OF THE OTHER PART.

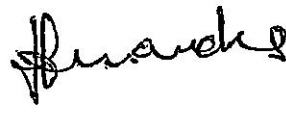

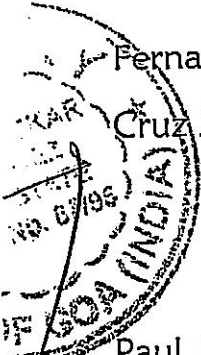
ALL THE PARTIES herein are Indian Nationals.

WHEREAS, there exists an immovable property known as "COIRUTA" in which there exists a room of masonry stones situated in the ward of Coiruta of the Village Panchayat of Aldona, Taluka and Registration Sub District of Bardez, District of North Goa and State of Goa totally admeasuring 1000 Sq.mts and the same is surveyed under survey No. 351/2 of Village Aldona survey records;

WHEREAS, the said property originally belonged to Paul D'Cruz Fernandes alias Thomas Fernandes alias Paul Fernandes alias Paulo Da Cruz Jose Fernandes who expired on 18/11/1993 at Dubai.

AND WHEREAS, the Vendor on the demise of her late husband Paul D'Cruz Fernandes alias Thomas Fernandes alias Paul Fernandes alias Paulo Da Cruz Jose Fernandes initiated Inventory Proceedings in the Court of Civil Judge, Senior Division "A" Court at Mapusa being Inventory Proceedings No. 147/2000/A. In the said Inventory Proceedings the property referred hereinabove was the only property enlisted.

AND WHEREAS, on conclusion of the said Inventory Proceedings, aforesaid property was exclusively allotted in favour of the Vendor/Owner.



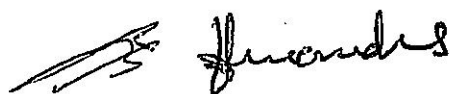
AND WHEREAS, pursuant to the said Inventory Proceedings the Vendor/Owner herein, is the exclusive owner in possession of the said property surveyed under No. 351/2 of Village Aldona survey record and totally admeasuring 1000 Sq.mts without any interference, objection or obstruction from anyone whomsoever;

AND WHEREAS, the Vendor/Owner have decided to sell the aforesaid property entirely surveyed under No. 351/2 of Village Aldona survey records by putting up construction of multi-storeyed building in the said Plot/property;




AND WHEREAS, the Developer/Builder/Purchaser is dealing in construction of buildings and real estate and other like activities;

AND WHEREAS, the Vendors/Owners have decided to sell and allow the Developer/Builder/Purchaser to develop the said Plot/Property by putting up a construction of multi-storeyed building in the name and style as "JEWEL MARIGOLD" comprising of Ten Flats two on the Ground floor namely G-1 & G-2 admeasuring 100.50 Sq.mts. and 88.50 sq.mts. respectively and four on the First Floor namely F-1, F-2, F-3 & F-4 admeasuring 100.50 Sq.mts.; 88.50 sq.mts.; 88.50 sq.mts. and 100.50 Sq.mts respectively and four on the Second Floor namely S-1, S-2, S-3 & S-4 admeasuring 100.50 Sq.mts.; 88.50 sq.mts.; 88.50 sq.mts. and 100.50 Sq.mts respectively and parking lots.



AND WHEREAS, the Developer/Builder/Purchaser has approached the Vendor/Owner that he desires to purchase the said property known as "COIRUTA" in which there exists a room of masonry stones situated in the ward of Coiruta of the Village Panchayat of Aldona, Taluka and Registration Sub District of Bardez, District of North Goa and State of Goa totally admeasuring 1000 Sq.mts and the same is surveyed under survey No. 351/2 of Village Aldona survey records;

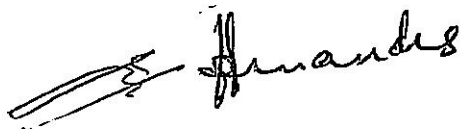
AND WHEREAS, the Developer/Builder/Purchaser is handing over the three residential flats in following manner which is equivalent to the consideration amount towards the purchase of the said property:-

- 
- a) One residential Flat on the First Floor admeasuring 122 Sq.mts. known as Flat No. F-2 of 3 B.H.K.
 - b) One residential Flat on the First Floor admeasuring 55 Sq.mts. known as Flat No. F-3 of 1 B.H.K.
 - c) One residential Flat on the Second Floor admeasuring 100.50 Sq.mts. known as Flat No. S-1 of 2 B.H.K.

AND WHEREAS, in order to put the aforesaid terms in writing, both parties hereto have decided to execute the present Agreement on the following terms;

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:-

1. That the Builder /Developer/Purchaser is handing over the following to the Vendors/Owners:-

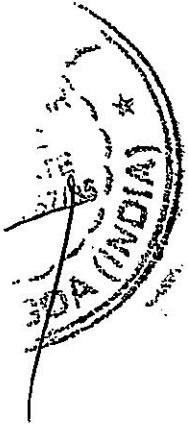


- a) One residential Flat on the First Floor admeasuring 122 Sq.mts. known as Flat No. F-2 of 3 B.H.K.
- b) One residential Flat on the First Floor admeasuring 55 Sq.mts. known as Flat No. F-3 of 1 B.H.K.
- c) One residential Flat on the Second Floor admeasuring 100.50 Sq.mts. known as Flat No. S-1 of 2 B.H.K.

2) That the Vendor/Owner allow the Builder/Developer/Purchaser on signing of the present Agreement to put up a construction of a multi-storeyed building in the name and style as "JEWEL MARIGOLD" comprising of Ten Flats two on the Ground floor namely G-1 & G-2 admeasuring 100.50 Sq.mts. and 88.50 sq.mts. respectively and four on the First Floor namely F-1, F-2, F-3 & F-4 admeasuring 100.50 Sq.mts.; 88.50 sq.mts.; 88.50 sq.mts. and 100.50 Sq.mts respectively and four on the Second Floor namely S-1, S-2, S-3 & S-4 admeasuring 100.50 Sq.mts.; 88.50 sq.mts.; 88.50 sq.mts. and 100.50 Sq.mts respectively and parking lots in the said property surveyed under No. 351/2 of Village Aldona survey records.

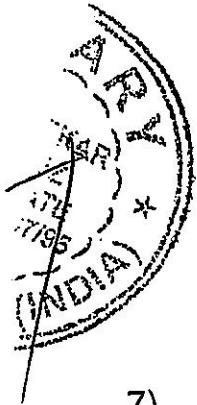
3) That the Builder/Developer/Purchaser shall obtain permission and approvals for putting up the construction of the multi-storeyed building in the said Plot/property from the competent authorities.

4) It is agreed that the Developer/Builder/Purchaser is allowed and entitled to enter into Agreement for Sale with prospective Purchasers for the sale of the Flats/shops, car



parking, e.t.c which is not allotted to the Vendor/Owner in the building proposed to be constructed, and that the Vendor/Owner has her no objection for the same .

- 5) It is agreed that the Builder/Developer/Purchaser on signing of the present Agreement is free to enter into Agreement of Sale with the prospective purchaser and to collect the consideration amount. It may be stated that the Vendor shall authorize the Developer/Purchaser to enter into firm commitment with the prospective Purchaser and also to collect advances from the prospective Purchasers.
- 6) It is agreed that the Builder/Developer/Purchaser is free to submit plan for approval before the Planning and Development Authority, Town and Planning Department, Mapusa Municipal Council or any other Government Body which may be required for the purpose of putting up a building in the said property surveyed under no. 351/2 of Village Aldona survey records.
- 7) It is agreed that Builder/ Developer/Purchaser is free to apply for/give and obtain all kinds of N.O.C., permission, licenses, approvals, conversion sanad, certified copies, and to adjust, settle, compromise and submit to arbitration all accounts, debts, claims, demands, disputes and matters that may subsist or arise between myself and any person or persons regarding the above said plot/property.



[Handwritten signature]

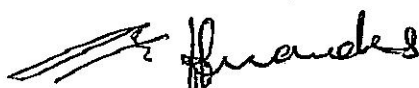
- 8) That the Vendors/Owners on signing the present agreement have handed over possession of the said property to the Builder/ Developer/Purchaser.
- 9) And the Vendor/Owner do hereby state for herself her heirs and executors that she has good right and title to convey and transfer the said property which is described in the Schedule below, to the Builder/Developer/Purchaser.
- 10) The Vendors/Owners do hereby agree to save and keep indemnified the Builder/Developer/Purchaser from and against all losses, damages, claims or costs which he may sustain by reasons of any claim being made by anybody to the said plot/property.



The Vendors/Owners hereby state and declare that the plot hereby agreed to be sold/develop is not a subject matter of any Agreement of Sale earlier.

12) It is hereby agreed that in the event of any dispute between the Vendor and the Developer/Purchaser, such dispute shall be referred to an Arbitrator who shall be appointed with the consent of the Vendor and Developer/Purchaser and the decision of the Arbitrator shall be final.

13) The Vendor/Owner hereby declare that she has good and valid title to sell the said plot/property and shall provide



necessary assistance as and when required to obtain the title clean, clear and marketable to the Purchaser.

- 14) It is agreed by the Builder/Developer/Purchaser that the cost of construction of proposed building is wholly at his cost.
- 15) That the **BUILDER /DEVELOPER/PURCHASER** herein agrees to complete and handover the proposed three residential flats which is agreed to be allotted to the **VENDOR /OWNER** within 2 years from obtaining the construction license and in default the **BUILDER /DEVELOPER/PURCHASER** agrees to pay a penalty of Rs. 10,000 per month till handing over the said three residential flats to the **VENDOR /OWNER**.
- 16) It is hereby specifically agreed by the Vendors/Owners that they shall be available as and when required and called by the Builder/Developer/Purchaser for the purpose of execution of the Agreement of Sale or Deed of Sale either before the Office of Notary or the Sub Registrar as the case may be.



SCHEDULE-I

A landed property known as "COIRUTA" in which there exists a room of masonry stones situated in the ward of Coiruta of the Village Panchayat of Aldona, Taluka and Registration Sub District of Bardez, District of North Goa and State of Goa totally admeasuring 1000 Sq.mts. and the

[Handwritten signature]

same is surveyed under survey No. 351/2 of Village Aldona survey records and the same is bounded as under:

East : By property surveyed under no. 351/3;

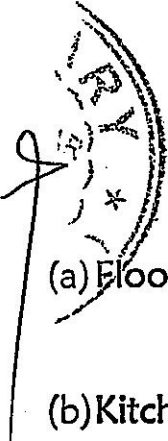
West: By property surveyed under no. 351/1;

North: By public road and

South: By public road.

SCHEDULE -II

SPECIFICATIONS



(a) Flooring will be 2 ft X 2 ft Ceramic tiles.

(b) Kitchen:- The kitchen will have a cooking platform with granite top upto 3 ft, stainless steel sink.

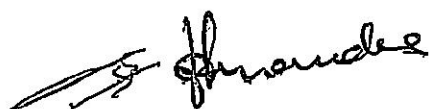
(c) Toilet/Bathrooms:- Tiles will be fitted upto ceiling.

(d) Jaguar fittings.

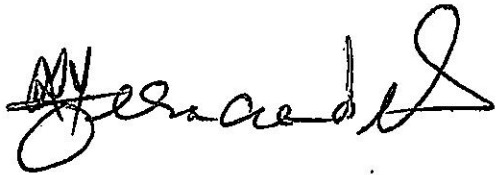
(e) Main Door:- will be of Teak Wood.

(f) Other Doors:- will be flush doors.

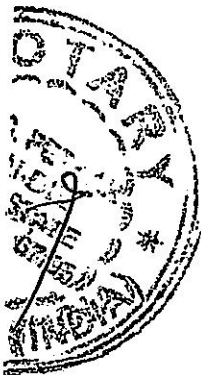
(g) Concealed electrical fittings/Plumbing.



IN THE PRESENCE OF WITNESSES:-

1. MARIO FERNANDES 

2. _____



IN WITNESS WHEREOF, this Agreement is signed by the Parties
on the day, month and year, first hereinabove mentioned before two
attesting witnesses.

SIGNED, SEALED AND

DELIVERED by the

Withinnamed OWNER:



A handwritten signature in cursive script, appearing to read "Lourdina".

MRS. LOURDINA FERNANDES ALIAS LOURDINHA FERNANDES



SIGNED, SEALED AND

DELIVERED by the

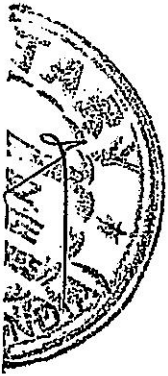
Withinnamed BUILDER/

DEVELOPER/PURCHASER:

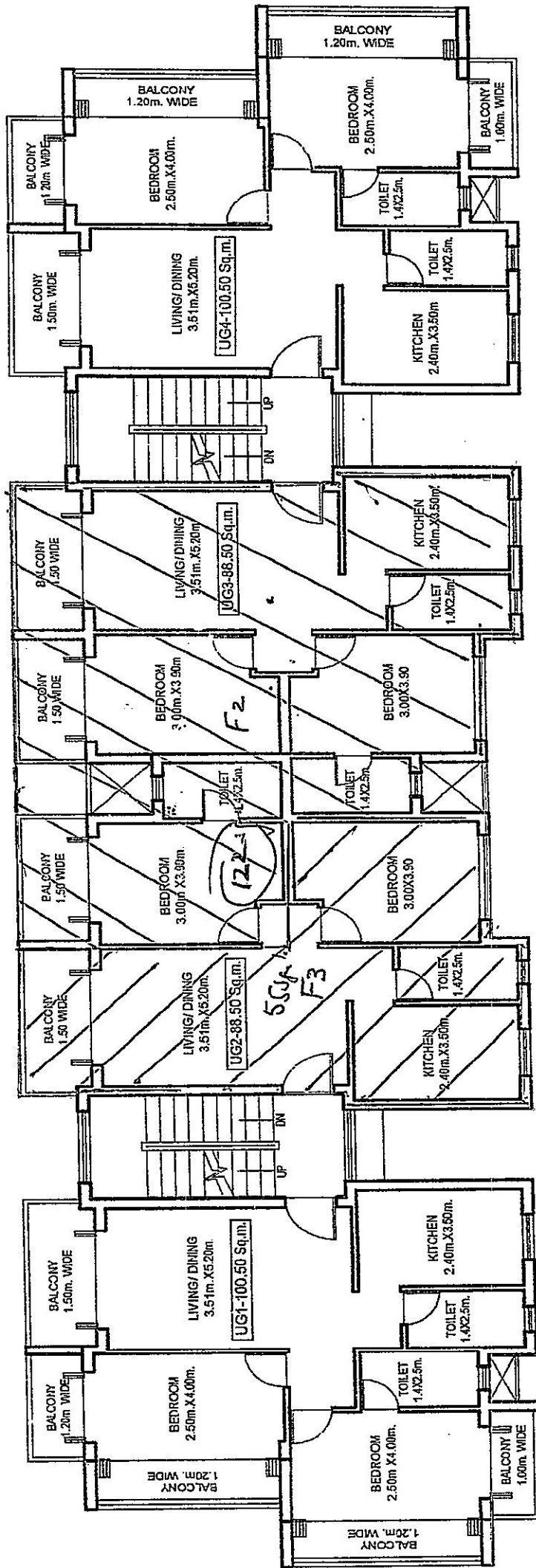


A handwritten signature in cursive script, appearing to read "Joseph Thomas D'Souza".

MR. JOSEPH THOMAS D'SOUZA



Handwritten signature

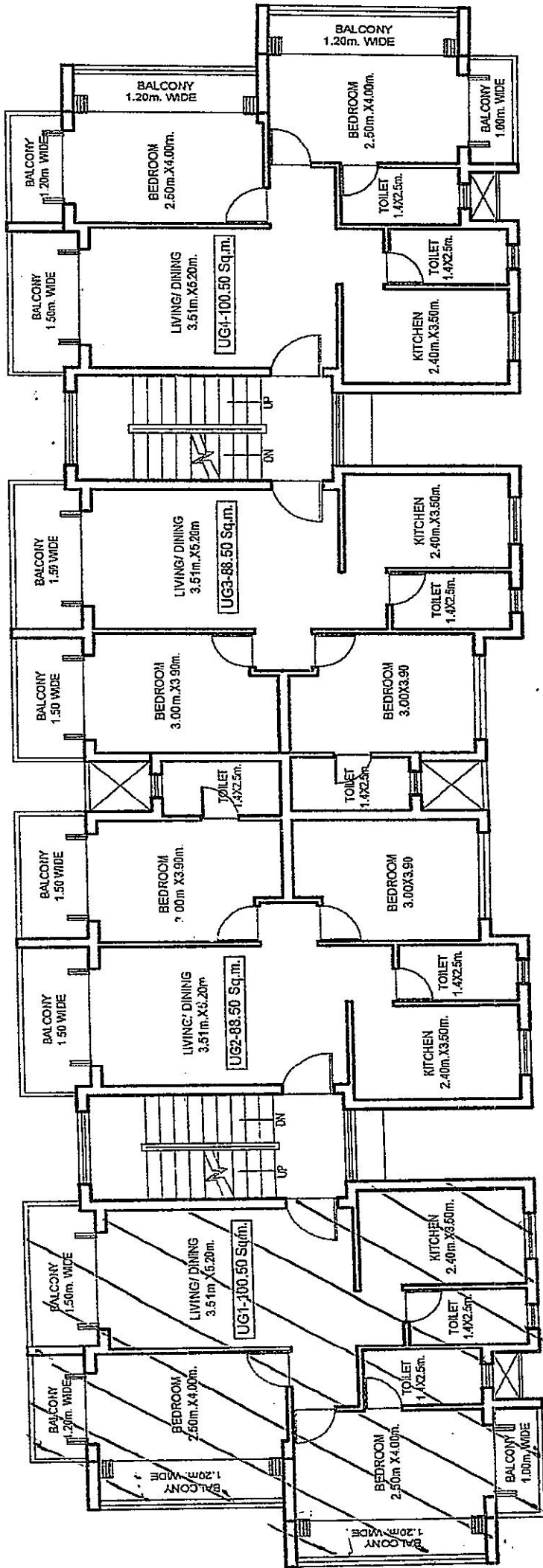


12259 4/17/11
SS 59 4/17/11
FLAT F2
FLAT F3
FIRST FLOOR PLAN

Handwritten mark



Handwritten signature



FLAT S1 100.50 sq.m. with SECOND FLOOR PLAN.

Handwritten signature