

TRUE COPY

AGREEMENT –BETWEEN-

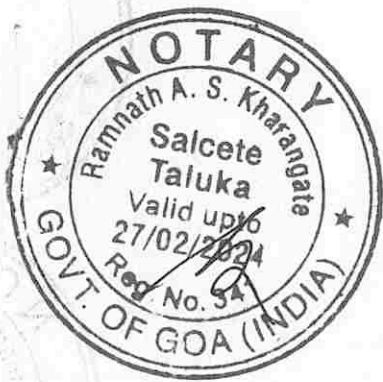
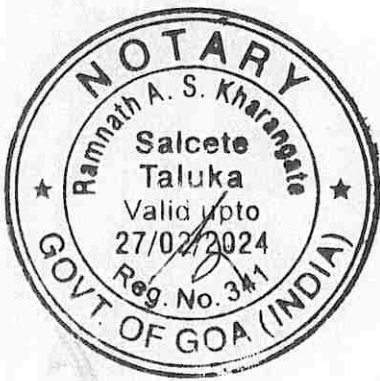
MR. FRANCISCO DO ROSARIO ALMEIDA

MRS. GRACINDA DE CONCEICAO ALMEIDA

-AND-

ROOFMAKERS REALTORS

(BLOCK B)





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Sl. No. 4354 Place of Vend: Margao. Date of Issue 24/9/2020
Value of Stamp Paper..... 1000/-
Name of the Purchaser..... M. Shaikh
S/o..... Residing at Marga

596162

TONY FERNANDES
Govt. Authorised Stamp Vendor
Licence No. JUD/VEN-LIC/1/2013/AC-1
Shop No. 4, Ave Maria Building,
Margao-Goa Ph: 2731274

Stamp Vendor Signature:  Signature of Purchaser:

AGREEMENT

This AGREEMENT is made at MARGAO, GOA, on this 28th day of the month of September in the year Two Thousand Twenty (28/09/2020), -BETWEEN-

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1) Mr. FRANCISCO DO ROSARIO ALMEIDA, son of late Caetano Braancamp do Coracao de Jesus Almeida, major of age, businessman, holding Income Tax PAN Card No. [REDACTED], and Aadhar Card No. [REDACTED] and his wife;

2) Mrs. GRACINDA DE CONCEICAO ALMEIDA, daughter of late Martinho Rodrigues, major of age, housewife holding Income Tax PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED];

Both of them residents at Borda, Margao, Goa, Indian Nationals and hereafter called "THE OWNERS" (which expression shall unless repugnant to the context include their heirs, assigns and legal representatives) OF THE ONE PART;
-AND-

1) ROOFMAKERS REALTORS, a sole proprietorship concern, having office at Pancharatna, AS/8, 2nd floor, Margao-Goa, represented herein through its sole proprietor, Mr. MUJIB SHAIKH, son of Mr. Shaikh Hidayat, 47 years, widower, businessman, holding Income Tax PAN Card No. [REDACTED], Aadhar Card No. [REDACTED], resident of Fatorda, Margao, Goa, hereafter called "THE DEVELOPER" (which expression shall unless repugnant to

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the context include its assigns, successors and legal representatives) OF THE OTHER PART, and WITNESSES:

WHEREAS at Fatorda of Margao city, there exists two landed properties adjacent to each, namely (a) property known as "UNHACHEM MOLLA" or "UNHA MOLLA" described in the Land Registration Office of Salcete under No.165 of Book B-2 (old series), and enrolled in the Taluka Revenue Office under No. 952 and 959, more particularly described in the SCHEDULE "A" hereunder written, and is hereinafter referred to as SAID PROPERTY "A" and (b) property known as "AFORAMENTO" or "OITAVO LANCO DE CUPANGALI" described in the Land Registration Office of Salcete under No. 17379 of Book B-44 (new series), and enrolled in the Taluka Revenue Office under No. 949, more particularly described in the SCHEDULE "B" hereunder written and is hereinafter referred to as SAID PROPERTY "B"; both the said properties are situated within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa;

AND WHEREAS the SAID PROPERTY "A" was originally owned and possessed by Mrs. Adelaide Florentina Quiteria de Menezes, widow of Mr. Manuel Expectacao de Almeida in whose name the same is inscribed under Inscription No. 3072;

AND WHEREAS by virtue of Deed of Partition dated

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23/11/1931, executed upon the death of said Mrs Adelaide Florentina Quiteria de Menezes before Notary Shri Francisco Xavier Theodore de Miranda, between the heirs of said Mrs. Adelaide Florentina Quiteria de Menezes, the properties left by her were partitioned amongst her heirs and the SAID PROPERTY "A" was allotted to her son named Mr. Dulcidonio Expectacao Roque do Rosario Almeida;

AND WHEREAS the SAID PROPERTY "B" was originally owned and possessed by Dulcidonio Expectacao Roque Do Rosario Almeida and his wife Elizena Carmelina dos Prazeres Torrado e Almeida in whose names the same is inscribed under Inscription No. 2220;

AND WHEREAS in the Inventory proceedings being Inventory Orfanologico No. 40/1944, that took place upon the death of said Dulcidonio Expectacao Roque do Rosario Almeida and his wife Elizena Carmelina dos Prazeres Torrado e Almeida, the SAID PROPERTY "A" and the SAID PROPERTY "B" were allotted to their son named Joaquim Antonio do Coracao de Jesus Almeida;

AND WHEREAS the said Joaquim Antonio do Coracao de Jesus Almeida, expired subsequently and upon his death the said inventory proceedings continued to distribute his assets and by final order dated 29/08/1947, the SAID



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PROPERTY "A" and the SAID PROPERTY "B" were allotted to his sister, Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida in whose name the Matriz Nos. 952, 959 and 949 are enrolled;

AND WHEREAS during her lifetime said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida, by Deed of Gift dated 14/03/1972, duly registered in the office of the Sub-Registrar, Salcete under No. 599, at pages 311 to 317 of Book No.1, Vol. No. 90 dated 08/05/1972, gifted the SAID PROPERTY "B" and 2/3rd of western side of the SAID PROPERTY "A" forming a separate plot in itself, more particularly described in the SCHEDULE "C" hereunder written and hereinafter for the sake of convenience is referred to as "SAID WESTERN SIDE OF PROPERTY "A", in equal shares to her nephews, Antonio Agnelo Dulcidonio Almeida, Joaquim Santana Jose Almeida, Francisco do Rosario Almeida and Manuel Maria do Rosario Almeida, all sons of her brother Caetano Braancamp do Coracao de Jesus Almeida;

AND WHEREAS the said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida then executed a Public Will on 19/3/1980 in favour of her said nephews, whereby she appointed them as her sole and universal heirs;



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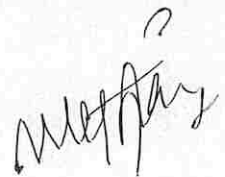
AND WHEREAS the said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida expired on 30/8/1984, in the state of spinster with no lineal ascendants or descendants who would be entitled to any LEGITIMA in her assets, leaving behind her said nephews, as her universal successors as witnessed by the Deed of Succession dated 24/10/1986;

AND WHEREAS the said Antonio Agnelo Dulcidonio Almeida, Joaquim Santana Jose Almeida, Francisco do Rosario Almeida and Manuel Maria do Rosario Almeida, not desirous of continuing to hold the properties inherited by them by virtue of the said Public Will dated 19/03/1980 and the said Deed of Succession dated 24/10/1986, in common, resorted to a family partition of the SAID PROPERTY "B" and the remaining eastern side of the SAID PROPERTY "A" forming a separate plot in itself, more particularly described in the SCHEDULE "D" hereunder written and hereinafter for the sake of convenience is referred to as "SAID EASTERN SIDE OF PROPERTY "A" into 25 plots, designated by numbers "1" to "25", and into roads designated by letters "A" to "C" as witnessed by Deed of Partition dated 21/8/1987, duly registered at Sr. No. 1309 at pages 466 to 468 of Book I Vol. 53 dated 29/11/88

AND WHEREAS in the above said family partition among

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others, Plot No.20 was transferred to the said Francisco Do Rosario Almeida (OWNER No.1 herein);

AND WHEREAS the said Plot No.20, forming a separate plot in itself, is more particularly described in the SCHEDULE "E" hereunder written and hereinafter for the sake of convenience is referred to as the "SAID PLOT"

AND WHEREAS the SAID PROPERTY "A" together with the SAID PROPERTY "B" were originally surveyed under Chalta No.1 of P.T. Sheet No.30 and at present comprises several numbers, in view of the Judgment dated 29/9/1987 of the Enquiry Officer, City Survey, Margao;

AND WHEREAS in view of the said Judgment dated 29/9/1987 of the Enquiry Officer, City Survey, Margao the said Plot No.20 is surveyed under Chalta No.49 of P.T. Sheet No.30 and is confirmed in the name of THE OWNER No.1 in the Survey records;

AND WHEREAS THE OWNERS has approached THE DEVELOPER with a request to take up the development of the SAID PLOT;

AND WHEREAS THE DEVELOPER after due deliberation has accepted the proposal of THE OWNERS to develop the SAID PLOT by constructing therein multi storied building, hereinafter referred to as "THE PROPOSED BUILDING"



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subject to the settlement of the terms of consideration and the modalities in that regard;

AND WHEREAS after due negotiations between THE OWNERS and THE DEVELOPER, it has now been settled finally that THE OWNERS shall make available to THE DEVELOPER the SAID PLOT fully described in the SCHEDULE "E" below, for such development and on such terms as are indicated herein below;


AND WHEREAS THE DEVELOPER shall obtain all the requisite permissions and licences required to develop the SAID PLOT and construct the proposed building, including all permissions required from the Town and Country Planning Department, South Goa Planning and Development Authority, or any Planning and Development Authority as may be required, Collector of South Goa, Margao Municipal Council, and other Government Department/s or Authority, within a period of 6 (SIX) MONTHS from the signing of this Agreement;

AND WHEREAS it has been agreed that the development and the construction of the proposed building shall be at the entire cost, expenses and on the entire account of THE DEVELOPER;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

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1) THE OWNERS hereby permit THE DEVELOPER to develop the SAID PLOT fully described in the SCHEDULE "E" below, by obtaining all permissions and licences and constructing thereon multi-storied building consisting of residential flats, and other premises hereinafter referred to as "THE PREMISES", in accordance with the plans approved/sanctioned by requisite authority/authorities by consuming maximum permissible coverage and maximum permissible Floor Area Ratio (FAR) and as per specifications contained in the SCHEDULE "F" below;

1a) The small mundkar houses on the SAID PLOT and the land on which they stand and the belts around the same under the law in force shall not form part of the land to be developed under the present Agreement and shall belong exclusively to THE OWNERS who shall exclusively receive the full compensation or price due and payable by the mundkars. THE OWNERS make it clear that in the event of any litigation/obstructions by the said mundcars, the same shall be settled by THE OWNERS without casting any burden on THE DEVELOPER; and in that event, THE DEVELOPER shall be entitled for extension of time for the period of delay; however, THE DEVELOPER shall be bound to intimate THE OWNERS in writing at the beginning of such litigations/obstructions and also at the end of such



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litigations/obstructions; failure by THE DEVELOPER to intimate THE OWNERS in writing at the beginning and at the end of such litigations/obstructions, THE DEVELOPER shall not be entitled for any extension of time to complete the construction of proposed building/s

2) The SAID PLOT is shown as "Settlement Zone" (S1) in the approved Outline Development Plan (ODP) for Margao City where maximum permissible coverage is 40% (forty per cent) and maximum permissible FAR is 100% (one hundred per cent) and THE DEVELOPER has verified the same on the approved ODP.

3) THE DEVELOPER shall obtain at its own cost and expense all the requisite permissions and licences required to develop the SAID PLOT and construct the proposed building/s including doing the following:

- (a) Conversion of use of land from the present use to Settlement Area (S1);
- (b) Obtaining Development Order from the Planning and Development Authority;
- (c) Obtaining Licences from Margao Municipal Council;
- (d) Obtaining Licences and/or NOC from Forest Department, Health Department, Fire Department and/or any other Government Department/Authority as required to construct the said Building/s;

All the necessary permissions, Licences and NOCs

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required to be obtained from the competent authorities as above, shall be obtained by THE DEVELOPER within a period of 6(SIX) MONTHS from the signing of this Agreement; it is however agreed by and between the parties that all permissions, licences, NOCs shall be in the name of THE OWNERS and that all the Original permissions, licences and NOCs shall be the property of THE OWNERS.

4) If THE DEVELOPER is unable to get all or any of the permissions, Licences and NOCs within the period stipulated in Clause 3 above, except the delay caused by concerned offices in issuing such permissions, licences and NOCs for any reason attributable to THE OWNERS, this Agreement shall stand automatically terminated/rescinded and without any force or effect, unless the period stipulated is extended by THE OWNERS, in writing; THE OWNERS shall not be bound to serve any notice or reminder, verbal or written, on THE DEVELOPER with regard to such termination;

4(a) THE DEVELOPER shall be bound to communicate to THE OWNERS that he/it has obtained all the permissions, licences and NOCs as stipulated in Clause 3 above; the said communication shall be accompanied by original of the approved plans, licences, NOCs, permissions, as the case may be and of the approved RCC

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analysis and calculations; the said documents shall remain with THE OWNERS who shall allow inspection thereof whenever required by THE DEVELOPER and/or for the purpose of obtaining certified copies of the same;

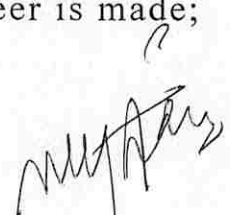
4(b) THE DEVELOPER herein has appointed Shri DHANANJAY DATAR, registered under No. AR/0058/2012, as the Architect to plan and design the above development and also appointed Shri DAMODAR SHANBAG, registered under No. SE/0038/2010, as Engineer to carry out the structural design of the said development;

THE DEVELOPER shall be responsible to execute and to ensure that the development is properly supervised by the said Architect and/or the said Structural Engineer who has designed the above development and has carried out the structural design of the said development;

In the event of the above mentioned Architect/Structural Engineer dissociates from the said development, THE DEVELOPER shall appoint another Architect/Structural Engineer to be responsible for the said development and intimate in writing of such change to THE OWNERS, and shall not carry out any development until such time that appointment of Architect/Structural Engineer is made;

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4(c) THE OWNERS have named the said Scheme in THE SAID PLOT as "ROOFMAKERS-DAISY" for all time to come, and until THE OWNERS consents in writing, if ever, to any change.

5) After obtaining all the permissions stipulated in Clause 3 above THE DEVELOPER shall construct in the SAID PLOT consuming maximum permissible Coverage and maximum permissible FAR. The development and the construction of the proposed building/s shall be at the entire cost, expenses and on the entire account of THE DEVELOPER, exclusively.

These costs shall include the cost of conversion of the SAID PLOT into non-agricultural, the cost of permissions/licences/NOCs, and other costs incidental thereto, as well as, all the taxes/charges payable to the authorities from the execution of these presents such as GST and Infrastructure Tax among others.

6) It is expressly agreed by the parties that THE DEVELOPER, shall be entitled to enter the SAID PLOT only upon obtaining all the permissions/licences/NOCs stipulated in Clause 3 above, and only for the purpose of development, which means to commence, carry on and complete development thereof, upto the completion of the proposed building/s in all respects; the right of THE DEVELOPER will be in the nature of a licence as defined

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in the Easement Act; for all purposes, THE OWNERS, in their capacity as Owners shall continue to have a constructive and legal possession of the SAID PLOT.

7) The construction and all the risks incidental thereto shall be that of THE DEVELOPER; THE DEVELOPER shall indemnify THE OWNERS of any pecuniary liability that may arise on account of infringement of any law relating to the construction in the SAID PLOT; during the period of construction THE OWNERS shall be entitled to inspect the construction and if any violation of law is found which cannot be rectified by THE DEVELOPER at his own cost and expense within a period of THREE MONTHS, after due notice to THE DEVELOPER by THE OWNERS, to terminate this Agreement forthwith; however if any violation of approved plan is found due to internal changes only to THE PREMISES, the same shall be rectified/regularised by THE DEVELOPER at his own cost and expense before applying for completion and/or occupancy certificate and within the time limit of this Agreement.

8) THE DEVELOPER shall alone be responsible for any violation by THE DEVELOPER in the matter of construction to be raised in the SAID PLOT described in SCHEDULE "E" below, including the violation of

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approved plan/s, violation of building bye-laws and other laws.

9) THE DEVELOPER shall upon obtaining all the permissions/licences/NOCs stipulated in Clause 3 above, be entitled to enter into separate contracts in its own name with labour contractor/s, architects, engineers and other technical and other consultants for carrying out the construction of the proposed building/s in the SAID PLOT, without any liability to THE OWNERS.

10) In lieu of the consideration due to THE DEVELOPER, THE OWNERS shall retain certain built-up premises, on certain floors of the said proposed building/s which shall be constructed in the SAID PLOT and upon completion of the said building project, transfer the remaining built-up premises to THE DEVELOPER; the total built-up area of THE PREMISES shall be the sum of Floor Area of premises counted for computation of maximum permissible Floor Area and area of premises not counted for computation of Floor Area by Planning and Development Authority and/or Margao Municipal Council, which includes inter alia, basement or cellar, balcony or verandah, stilt reserved parking, covered parking and lofts.

11) The parties agree that on certain floors, THE OWNERS shall retain certain built-up premises which shall be constructed in the SAID PLOT and transfer the remaining

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built-up premises to THE DEVELOPER as stipulated in Clause 10 above and for this purpose THE OWNERS and THE DEVELOPER have prepared a plan of the building to be constructed in THE SAID PLOT and have mutually and amicably decided as to the allocation of the premises on each and every floor between them;

11a) The said premises so chosen by THE OWNERS shall belong to THE OWNERS and the same are hereinafter referred to as "THE OWNERS PREMISES" and the said premises so chosen by THE DEVELOPER shall be allotted to THE DEVELOPER and the same are hereinafter referred to as "THE DEVELOPER'S PREMISES";

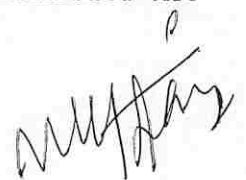
11b) The OWNERS PREMISES are more particularly described in the SCHEDULE "G" below and are more clearly shown hatched in pink colour on the plans hereto attached.

11c) The DEVELOPERS PREMISES are more particularly described in the SCHEDULE "H" below and are more clearly shown hatched in blue colour on the plans hereto attached.

11d) The parties agree that, THE OWNERS shall also retain (1/2) half of the STILT RESERVED PARKING area, which shall be provided in the SAID BUILDING and transfer the

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remaining (1/2) half STILT RESERVED PARKING area to THE DEVELOPER as stipulated in Clause 10 above and for this purpose THE OWNERS and THE DEVELOPER agree to enter into a separate Agreement after the layout of the stilt parking area is finalized.

11e) The list of plans attached to this Agreement and its details are shown in the SCHEDULE "J" below.

12) Upon obtaining all the permissions/licences stipulated in Clause 3 above and upon allotment of premises as stipulated in Clause 11 above and pending the development, THE DEVELOPER shall be at liberty and be entitled to agree to sell and/or enter into any package deal or arrangement for the allotment of THE DEVELOPER'S PREMISES (not THE OWNERS PREMISES) to its Prospective Customers, at such price and on such terms and conditions as THE DEVELOPER may deem fit and shall also be entitled to receive the monies of sales/allotment of THE DEVELOPER'S PREMISES in the proposed building/s; THE OWNERS shall not be entitled to the money received by THE DEVELOPER from such sale/allotment; however such Agreements shall not include the sale or allotment of open spaces to anyone. All such Agreements/commitments shall be valid and binding upon THE OWNERS, subject to THE DEVELOPER performing the terms and conditions of this Agreement;



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However in case of any default of this Agreement, the Agreements by THE DEVELOPER with third parties and/or its prospective customers, shall not come on the way of consequences of the said default; THE OWNERS shall in no event be responsible or liable in respect of the repayment of monies if THE DEVELOPER fails to honour its commitment with third parties and/or its prospective customers;

It is only upon the execution of the final Deed of Transfer in favour of such customer/s by THE OWNERS/THE DEVELOPER, that the transfer as understood under the Income Tax Act shall take place.

It is clearly agreed between the parties that the construction and other development cost of THE OWNERS PREMISES shall form the consideration payable to THE OWNERS for the sale of undivided or proportionate share in land corresponding to THE DEVELOPERS PREMISES.

- 13) The construction of THE OWNERS PREMISES shall be completed as per the specifications contained in the SCHEDULE "F" below, within 3 (THREE) YEARS after obtaining Construction Licence from the Margao Municipal Council; the completion of the construction of THE OWNERS PREMISES shall include the obtaining of occupancy certificate for the same from the Margao



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Municipal Council, Planning and Development Authority and/or any other competent authority.

14) In the event that THE DEVELOPER fails to complete the construction of THE OWNERS PREMISES within the period stipulated in para 13 above, THE DEVELOPER shall be liable to pay to THE OWNERS damages as calculated in para 14(a) below; Except where the delay is owing to non-availability of cement or other building materials in the open market, or any lockdown declared by Government, delay caused by concerned offices in issuing of occupancy/completion certificate attributable to THE OWNERS, or due to force majeure; However, THE DEVELOPER shall be bound to intimate THE OWNERS in writing at the beginning and also at the end of such cause of delay; in such a situation and if cause of delay is found to be genuine by THE OWNERS, THE DEVELOPER may be entitled for extension of time for the period of delay for delivery of the OWNERS PREMISES; failure by THE DEVELOPER to intimate THE OWNERS in writing at the beginning and at the end of such cause of delay shall not entitle THE DEVELOPER for any extension of time for the delay for the delivery of the OWNERS PREMISES;

For the purpose of this section, the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the construction of THE OWNERS PREMISES;

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THE DEVELOPER shall not allot and deliver possession of any premises from THE DEVELOPERS PREMISES to his/their customers or any other persons unless and until the possession of all the premises to be constructed to THE OWNERS from THE OWNERS PREMISES are delivered/handed over/offered first to THE OWNERS;

(a) The damages as above mentioned shall be at the rate of 15% (fifteen per cent) per annum on the prevailing market value of the completed premises and shall be calculated on the OWNERS PREMISES not completed by THE DEVELOPER within the period stipulated in para 13 above; the damages shall be paid by THE DEVELOPER to THE OWNERS at the end of each calendar month;

(b) THE OWNERS and THE DEVELOPER agree that the market rate per each square meter of the completed flats on the date and year of signing of this Agreement is Rs.30,000/- (Rupees thirty thousand only) and for the purpose of determining the prevailing market rate of any year as contemplated in 14(a) the above market rate shall be increased at the rate of 10% (ten per cent) per year on the previous year market rate.

15) The construction of the entire building project in the SAID PLOT (which shall include THE OWNERS

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PREMISES, THE DEVELOPERS PREMISES) shall be completed within 5(FIVE) YEARS after obtaining Construction Licence from Margao Municipal Council; the completion of the construction of the entire building project shall include the obtaining of occupancy certificate for the said entire project from the Margao Municipal Council, Planning and Development Authority and any other competent authority.

16) In the event that THE DEVELOPER fails to complete the construction of the entire building project and get the undivided or proportionate share in the land corresponding to THE DEVELOPERS PREMISES transferred in his/its name or in the name of its prospective customers within the period stipulated in para 15 above, this Agreement shall stand automatically terminated/rescinded and without any force or effect, and in which case THE OWNERS shall not be bound to serve any notice or reminder, verbal or written on THE DEVELOPER with regard to such termination, unless the period stipulated is extended by THE OWNERS, in writing, on such terms and conditions as THE OWNERS may deem fit; Except where the delay is owing to non-availability of cement or other building materials in the open market, delay caused by concerned offices in issuing of occupancy/completion certificate or any other reason attributable to THE OWNERS, or due to force majeure; However, THE DEVELOPER shall be bound to intimate

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THE OWNERS in writing at the beginning and also at the end of such cause of delay; in such a situation and if cause of delay is found to be genuine by THE OWNERS, THE DEVELOPER may be entitled for extension of time for the period of delay for the completion of the entire building project; failure by THE DEVELOPER to intimate THE OWNERS in writing at the beginning and at the end of such cause of delay shall not entitle THE DEVELOPER for any extension of time for the delay to complete the construction of the entire building project within the period stipulated in para 15 above;

For the purpose of this section, the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the construction of the entire building project within the period as stipulated in para 15 above;

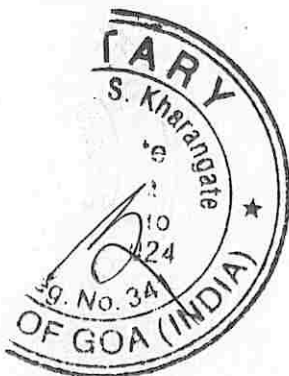
17) In the event this agreement is terminated/rescinded as stipulated in para 16 above, whatever constructions are made till then in the SAID PLOT shall stand automatically vested in THE OWNERS without THE OWNERS having to pay any compensation to THE DEVELOPER for the constructions.

18) It is expressly provided that THE DEVELOPER shall be entitled to charge, mortgage, or offer as security for any loan, THE DEVELOPER'S PREMISES in the proposed

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building/s (not OWNERS PREMISES) upon completion of construction thereof and/or during the progress of the construction work provided that THE OWNERS shall in no event be liable for repayment of such loan.

19) Upon completion of the said building project, and upon THE OWNERS PREMISES are delivered/handed over to the OWNERS, THE OWNERS shall transfer the title and/or possession of THE DEVELOPER'S PREMISES and right in the SAID PLOT proportionate to the same which corresponds to approximately undivided 672.92 sq.mts. or 33.30% of the SAID PLOT for a price of Rs.73,41,557/- (Rupees Seventy three lakhs fourty one thousand five hundred fifty seven only), in favour of THE DEVELOPER, for which expenses like Stamp duty, registration charges, cost of drafting and printing and/or any other charges, taxes, shall be borne by THE DEVELOPER

19(a) In case the transfer as stipulated at 19 above is made to each customer/nominee of THE DEVELOPER, the total consideration received by THE DEVELOPER from such customer/nominee shall be bifurcated into consideration received by THE OWNERS towards transfer of undivided share in the SAID PLOT proportionate to the premises transferred, and the



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remaining consideration as received by THE DEVELOPER towards the construction and development cost of THE DEVELOPERS PREMISES transferred.

20) After the construction of the said building/s is complete, and after THE OWNERS PREMISES are handed over to THE OWNERS, whichever event is latter, THE DEVELOPER undertakes to maintain at its own cost the common facilities/amenities and security in the SAID PLOT for a period of two years.

21) After the construction of the building/s is complete, and after THE OWNERS PREMISES are handed over to THE OWNERS the customers who have acquired premises in the building/s constructed in the SAID PLOT shall form themselves into a co-operative housing maintenance or any Legal Entity, for the purpose of maintenance of the building/s and provision of common amenities. THE DEVELOPER shall facilitate or cause the formation and registration of such Legal Entity; After formation of such Legal Entity, THE OWNERS will contribute to such Legal Entity only towards maintenance of THE OWNERS PREMISES till THE OWNERS PREMISES are sold/transferred to their prospective customers in which event their prospective customers shall be members of such Legal Entity.



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- 22) THE OWNERS make it clear that in the event of any defect in title to the SAID PLOT, the same shall be got rectified by THE OWNERS and that there shall be no burden cast on THE DEVELOPER to rectify or clear aforementioned title to the SAID PLOT.
- 23) THE DEVELOPER shall not use THE DEVELOPERS PREMISES for any purpose other than the one approved by Margao Municipal Council and shall not under any circumstances utilize the same for any other purpose or shall not permit anything to be done in the said THE DEVELOPERS PREMISES or do anything in it, which may cause noise or disturbance or nuisance to anyone whomsoever in the building/s or its surroundings.
- 24) In case THE DEVELOPER desires to register the entire project to be constructed in the SAID PLOT under Real Estate Regulation and Development Act, 2016 (RERA), THE OWNERS shall cooperate with THE DEVELOPER in the said registration and in which case, THE DEVELOPER shall alone be responsible for any violation of the RERA Act and the rules and regulations framed there under by the Government of Goa including delay in completion of construction of the said building; also THE OWNERS shall have full right and authority to sell / transfer / retain all or any of said premises from the said premises.

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- 25) The OWNERS and the DEVELOPER shall cooperate with each other to form a Maintenance Society or any Legal entity as prescribed by the law in force in order to protect preserve and maintain the buildings complex. The OWNERS and the DEVELOPER hereby undertake to maintain the building and pay all their monthly contributions to the society or legal entity with utmost diligence and duty and without any delay.
- 26) In case of any dispute between the parties hereto in respect of price or value of compensation as referred above, the same shall be settled by referring such dispute for arbitration as provided under the Law of Arbitration in force at the relevant time.
- 27) In the event arbitration proceedings are required, notices in the same shall be served at the address of the parties specified in the present Agreement.
- 28) All letters to THE OWNERS shall be deemed to have been duly served if posted by Registered Post A.D. at the under mentioned address:-

Mr. Francisco Almeida,
Flat No.1, First Floor, B Block,
Chapel View Apartments,
St. Joaquim Road
Borda, Margao,
Goa 402602.



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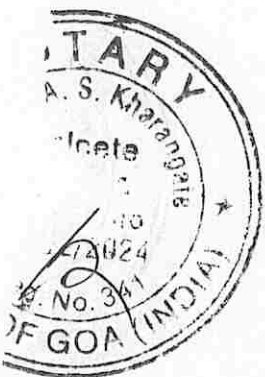
All letters to THE DEVELOPER shall be deemed to have been duly served if posted by Registered Post A.D. at the under mentioned address:-

Roofmakers Realtors,
AS/8, 2nd floor,
Pancharatna 'A' bldg.
Margao,
Goa - 403601

OR

Mr. Mujib Shaikh
F-5, Lima Residency,
Near P.W.D., Fatorda,
Margao,
Goa - 403602

- 29) Both the parties are entitled for the specific performance of this Agreement.
- 30) The original of this Agreement shall remain with THE OWNERS who shall allow inspection thereof whensoever THE DEVELOPER so reasonably require and the duplicate or certified true copy shall remain with THE DEVELOPER.



SCHEDULE "A"
(Description of property)

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A handwritten signature in black ink, appearing to be "Mujib Shaikh".

ALL THAT landed property known as "UNHACHEM MOLA" or "UNHA MOLLA", situated at Fatorda, Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, described in the Land Registration Office of Salcete under No. 165 of Book B-2 (old series) and enrolled in the Taluka Revenue Office under No. 952 and 959, and bounded as under:

East by the boundary of Arlem Village

West & South by the property of Comunidade and

North by nalla

SCHEDULE "B"

(Description of Property)

ALL THAT landed property known as "AFORAMENTO" or "OITAVO LANCO DE CUPANGALI", situated at Fatorda, Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, described in the Land Registration Office of Salcete under No. 17379 of Book B-44 (new series) and enrolled in the Taluka Revenue Office under No. 949, and bounded as under:



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East by the property of Constancio Piedade de Cruz
West by the of Joaquim Curumbim and others
North by the property known as "Unhachem Molla" or
"UnhaMolla" and
South by the property of Constancio Cruz and heirs of
Jose Curumbim

SCHEDULE "C"

(Description of property)

ALL THAT western portion being 2/3rd of the property described under SCHEDULE "A", being separate, distinct and independent unit in itself and bounded as under:

East by the road reserved by the Comunidade of Margao and by the remaining 1/3rd of the same property and property of Joaquim Dias
West by the properties of Piedade Braganca and heirs of Francisco Xavier Lourenco
North by properties of the said Joaquim Dias, reserved road, property of the Burmah Shell & Co., reserved road, Joaquim Fernandes, Sadekar, reserved road and by properties of Sadanand Ladu Borkar, Alfredo Fernandes, reserved road, property of Isac Khan and
South by properties of Joao Camilo, Antonio Gomes,



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road and property of Joaquim Silva

SCHEDULE "D"
(Description of property)

ALL THAT eastern portion being 1/3rd of the property described under SCHEDULE "A", being separate, distinct and independent unit in itself and bounded as under:

- East by the eastern bypass highway
- West by properties surveyed under Chalta Nos 23, 49 and 50 of P.T. Sheet No. 30.
- North by properties of the said Joaquim Dias and nallah
- South By properties surveyed under chalta No. 3 of P.T. Sheet No. 47, chalta Nos. 6, 7, 8 and 9 of P.T. Sheet No 48 and chalta no 1 of P.T. Sheet No. 48



SCHEDULE "E"
(Description of the SAID PLOT)

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ALL THAT landed plot, being PLOT No.20, admeasuring 2,021 sq.mts, bearing Chalta No. 49 of PTS No. 30, out of which around 789sq.mts has been retained by the owners and will not be part of the development, thereby making available for development an area of about 1,232 sq.mts, forming part of the property described in the SCHEDULE "D" but surveyed separately under chaltas as mentioned above and bounded as under:

East by properties bearing Chalta nos. 40 and 51 of PTS no.30

West by 10 mts wide road

North by properties bearing Chalta no.22 and 23 of PTS no30

South by property bearing Chalta No.50 of PTS No. 30

SCHEDULE "F"
(Specifications)

STRUCTURES:

The building/s shall have R.C.C. framed structures of columns, beams and slabs. The top flat slab, underground and overhead water tanks, water closets and bathrooms shall be

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waterproofed through a recognised waterproofing company.
The roof shall be covered with Mangalore tiles if sloping.

WALLS:

The internal partition walls will be brick masonry and the external walls will be brick/laterite or concrete masonry

PLASTER:

All external surface of the building will be plastered with two coats of cement mortar sand faced finished with Apex paint. Internal walls will be plastered with one coat of cement mortar and finished smooth with wall putty and oil bound distemper (Asian Pain)

FLOORING:

The flooring will be provided with Vermora or equivalent quality of vitrified tiles (60 x 60) cms.

DOORS & WINDOWS:

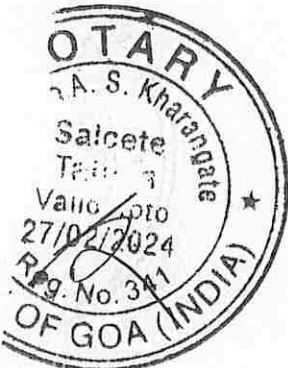
Main door will be of teak wood frame and attractive decorative panels of teak wood and brass fittings; for main door Europa triple locking type night latch will be provided. All other door frames shall be of salwood or equivalent wood of sizes 2.5"x4.0". Bedroom doors shall be of FRP doors or equivalent.



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Windows shall be of powder coated aluminium frames with shutters with glass.

KITCHEN:

The kitchen will have a cooking platform with granite top and stainless steel sink with drain board. Ceramic tiles or equivalent lining 60 cms above the platform will be provided. Provision for exhaust fan and electronic water purification system shall be made in the kitchen.

WATER TANKS:

A common underground sump with a common electric pump and a common overhead tank will be provided. Bungalows and Row Houses shall have individual overhead tank

PLUMBING AND SANITARY:

All plumbing work will be concealed from inside and open pipes from outside. White glazed European WC unit will be provided with flushing system. The sanitary installation will be in accordance with the Municipal specifications. Shower and wash basin will be provided will be of Cera, Hindware or equivalent; All sanitary fittings shall be chromium plated of Ben aleve make or equivalent.

Hot and cold system will be provided in Bathrooms

ELECTRICAL INSTALLATIONS:

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The electric wiring will be concealed copper wiring of PVC insulation of premium brand such as Finolex or equivalent with modular electrical switches of Anchor/Legrand make or equivalent as under:

- a) In living/dining room: two light points, one fan points and two 5 Amp sockets, one bell point, one telephone point and one TV point will be provided.
- b) In Bed Room: two light points, one fan point, one 5 Amp socket will be provided. One AC point in master bedroom will be provided
- c) In Kitchen: one light point, one 5 Amp and one 15 Amp socket shall be provided
- d) In Toilet/Bath: one light point each and one 15Amp socket will be provided
- e) Balconies: One light point
- f) Staircase: two way switch on each landing

MISCELANEOUS:

Lifts and common spaces with 24 hours back-up generator will be provided for the building. All surrounding open spaces will be covered with landscaped gardens well laid by professionals. Other amenities shall include, well-lit street lights around the scheme.

SCHEDULE "G"

(OWNERS PREMISES – shown in pink colour boundary lines)

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Sn	Flat No.	Carpet Area Flat - A	Carpet Area Balcony -B	Total Carpet Areas (A+B)	Built Up Area-Flats	Covered Terrace	Total Built Up Area	Common Areas	Saleable Area
Bldg.-BSecond Floor									
1	B-201	64.06	2.98	67.04	76.67	4.67	81.34	6.74	88.08
2	B-202	68.00	3.34	71.34	81.38	4.85	86.23	7.14	93.37
3	B-203	63.36	3.16	66.52	76.85	4.67	81.52	6.75	88.27
4	B-204	38.31	7.87	46.18	54.03	0.00	54.03	4.47	58.50
Bldg.-BFourth Floor									
5	B-401	64.06	2.98	67.04	76.67	4.67	81.34	6.74	88.08
6	B-402	68.00	3.34	71.34	81.38	4.85	86.23	7.14	93.37
7	B-403	63.36	3.16	66.52	76.85	4.67	81.52	6.75	88.27
8	B-404	38.31	7.87	46.18	54.03	0.00	54.03	4.47	58.50
Bldg.-BFifth Floor									
9	B-503	63.36	3.16	66.52	76.85	4.67	81.52	6.75	88.27

SCHEDULE "H"

(DEVELOPERS PREMISES—shown in blue colour boundary lines)

Sn	Flat No.	Carpet Area Flat - A	Carpet Area Balcony -B	Total Carpet Areas (A+B)	Built Up Area-Flats	Covered Terrace	Total Built Up Area	Common Areas	Saleable Area
Bldg.-B First Floor									
1	B-101	64.06	2.98	67.04	76.67	4.67	81.34	6.74	88.08



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[Handwritten Signature]

SIGNED AND DELIVERED
BY THE WITHIN NAMED
THE DEVELOPER:



ROOFMAKERS REALTORS
represented herein by its proprietor
Mr. MUJIB SHAIKH

LEFT HAND FINGER PRINTS:



RIGHT HAND FINGER PRINTS



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WITNESSES:

1. KAM KHELAWAN DAS. Junhlowar M
2. Mr Shamshad. Bed

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2	B-102	68.00	3.34	71.34	81.38	4.85	86.23	7.14	93.37
3	B-103	63.36	3.16	66.52	76.85	4.67	81.52	6.75	88.27
4	B-104	38.31	7.87	46.18	54.03	0.00	54.03	4.47	58.50
Bldg.-B Third Floor									
5	B-301	64.06	2.98	67.04	76.67	4.67	81.34	6.74	88.08
6	B-302	68.00	3.34	71.34	81.38	4.85	86.23	7.14	93.37
7	B-303	63.36	3.16	66.52	76.85	4.67	81.52	6.75	88.27
8	B-304	38.31	7.87	46.18	84.03	0.00	54.03	4.47	58.50
Bldg.-B Fifth Floor									
9	B-501	64.06	2.98	67.04	76.67	4.67	81.34	6.74	88.08
10	B-502	68.00	3.34	71.34	81.38	4.85	86.23	7.14	93.37
11	B-504	38.31	7.87	46.18	54.03	0.00	54.03	4.47	58.50

SCHEDULE "J"
(List of Plans Attached to this Agreement)

Sn	Plan	Description	Details Shown
1	Plan-1	Site Plan	Location of Block-B
2	Plan-2	Block-B (First Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
3	Plan-3	Block-B (Second Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
4	Plan-4	Block-B (Third Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
5	Plan-5	Block-B (Fourth Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
6	Plan-6	Block-B (Fifth Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month, year and place first herein above mentioned.

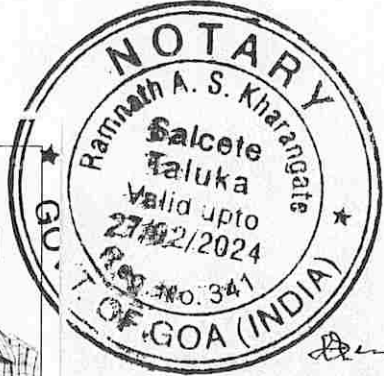
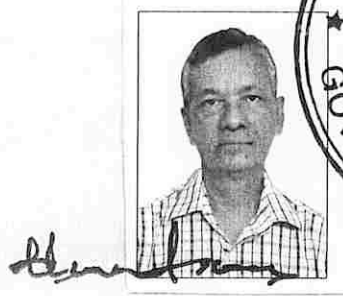


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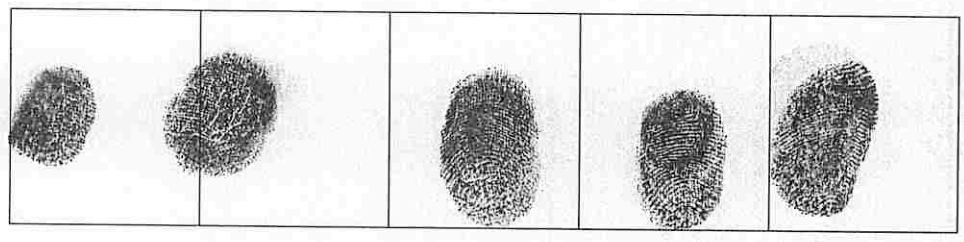
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BY THE WITHINNAMED
THE OWNERS:

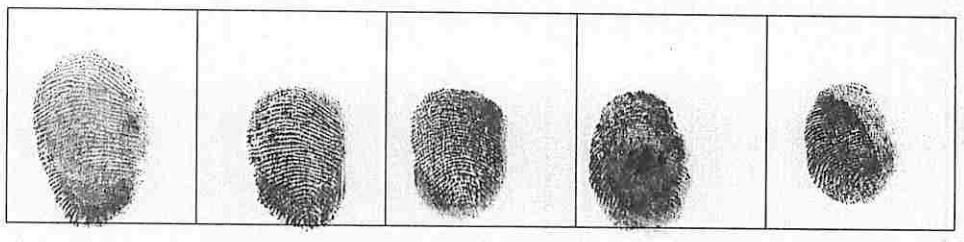


Francisco
Mr. FRANCISCO DO ROSARIO
ALMEIDA

LEFT HAND FINGER PRINTS:



RIGHT HAND FINGER PRINTS



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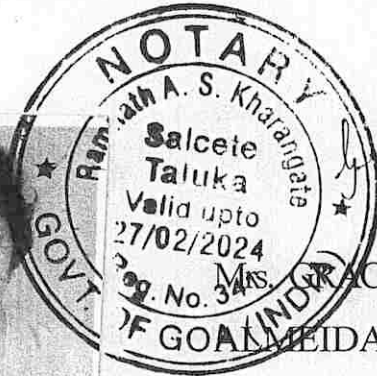
g.A

Francisco

SIGNED AND DELIVERED
BY THE WITHIN NAMED
THE OWNERS:



Grazianda Almeida



Grazianda Almeida

MRS. GRAZINDA DE CONCEICAO

ALMEIDA

LEFT HAND FINGER PRINTS:



RIGHT HAND FINGER PRINTS



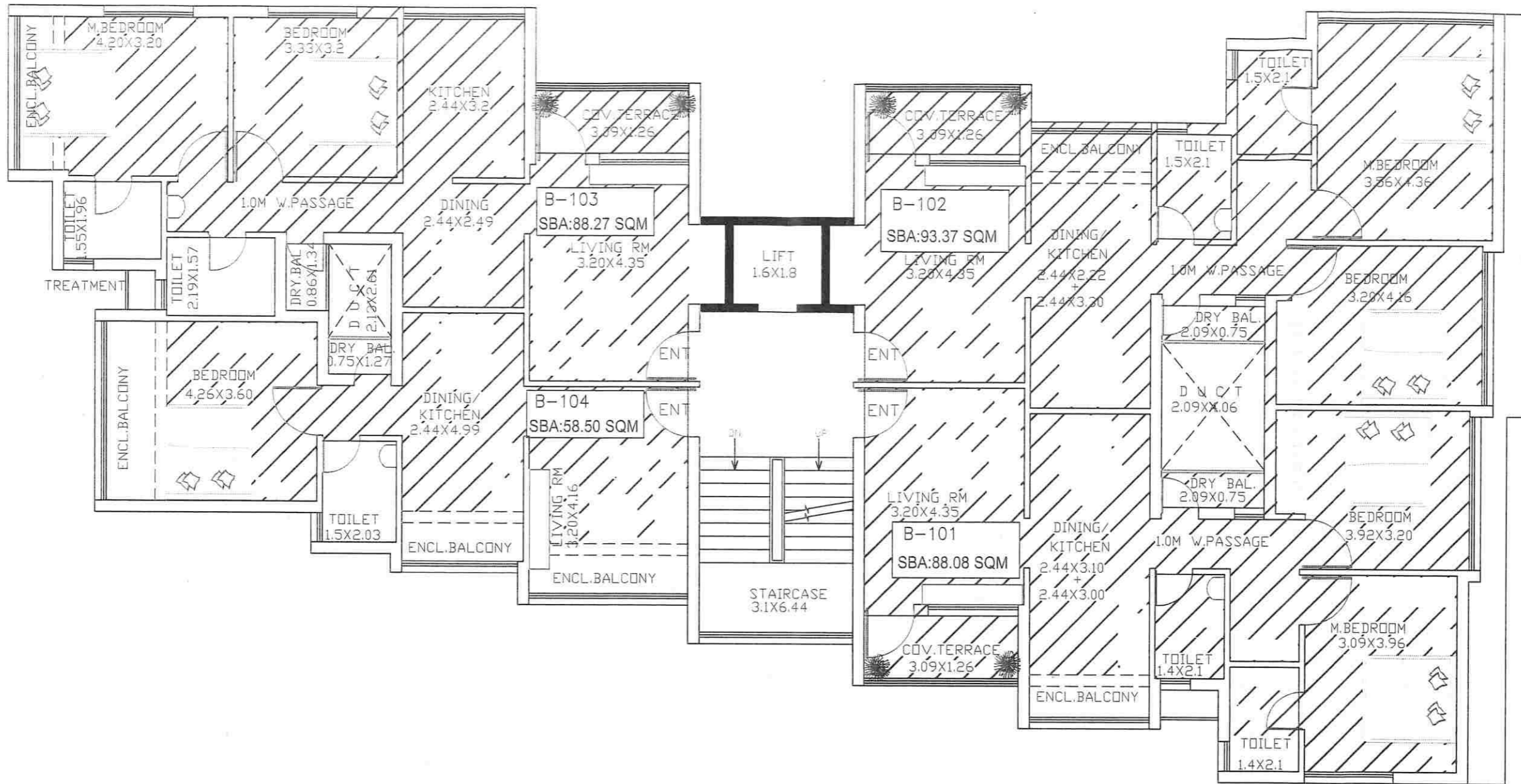
RA

G.A

Grazianda Almeida



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TYPICAL FIRST FLOOR PLAN (BUILDING B)
SCALE = 1:100

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DATE	NOS.	DESCRIPTION OF REVISION.
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5		NOTES:
4		• DO NOT SCALE THE DRAWING
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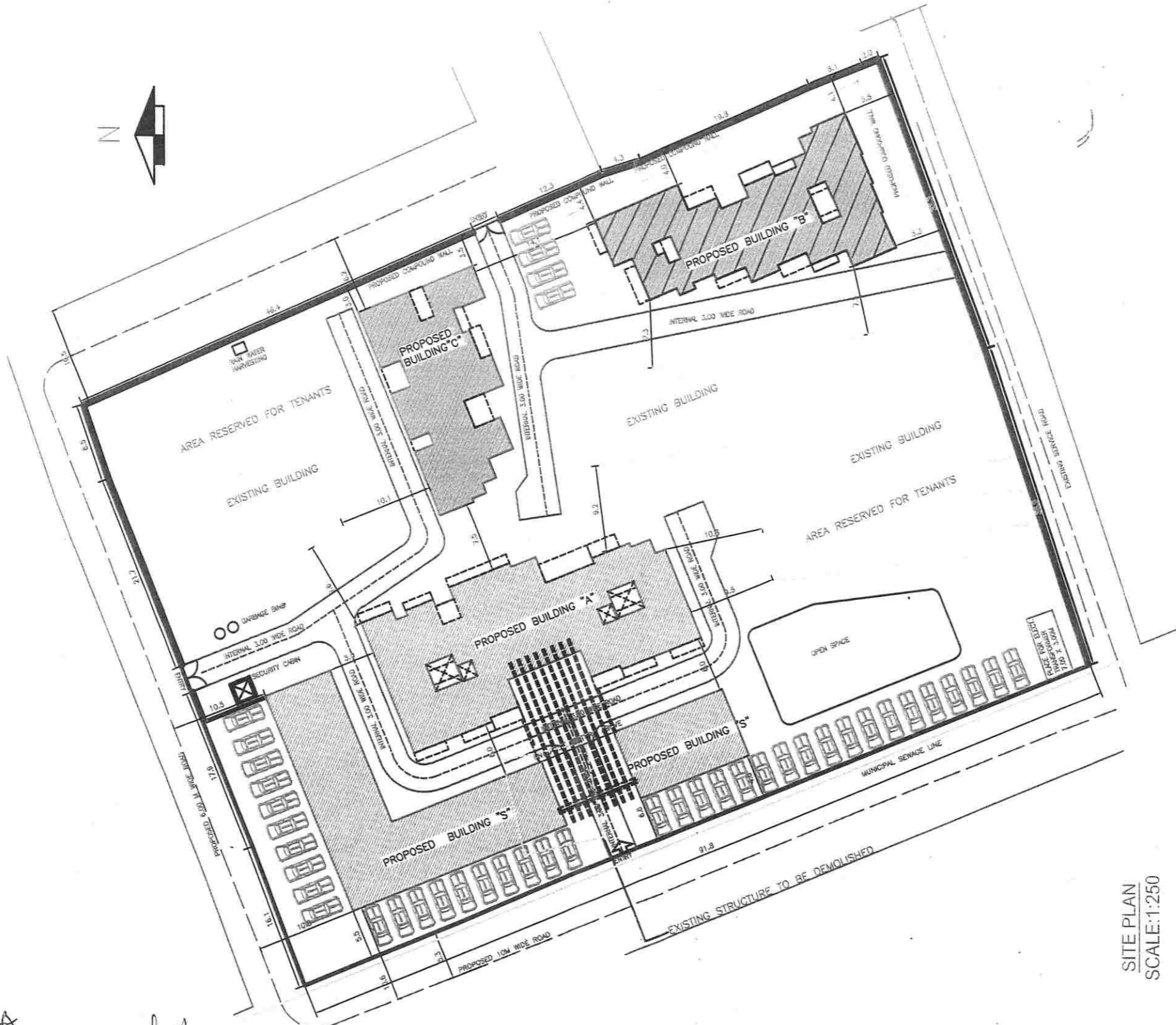
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DRAWN: BGA
CKD & APPR.: DD
SIGN: DD
DATE: 23/08/20
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DRG. NO.: G/ML/M1/WD/PRESENTATION DRAWINGS.

PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22,23 AND 49 OF P.TS 30 LOCATED AT MARGAO-GOA
TITLE: PRESENTATION DRAWINGS

CLIENT: M/S ROOFMAKERS REALTORS
JOB NO.: G/M/ML



DHANANJAY DATAR AND ASSOCIATES.
ARCHITECTS AND VALUERS
HEAD OFFICE: 9-304 3RD FLOOR, ASAN COSTA PRINACLE, WELDFATRODA, SALCETE GOA, INDIA 403602
TELE: 91-7774006735
HEAD OFFICE: 787/6, 'PONGAL', BEHIND HOTEL PANCHVATI GAURAV, OFF BHANDARKAR ROAD, SHIVAJINAGAR, PUNE, INDIA 411004.
TELEFAX: 91-020-25861936, 25857890
E-MAIL: dda@vsnl.com, ddapune@gmail.com



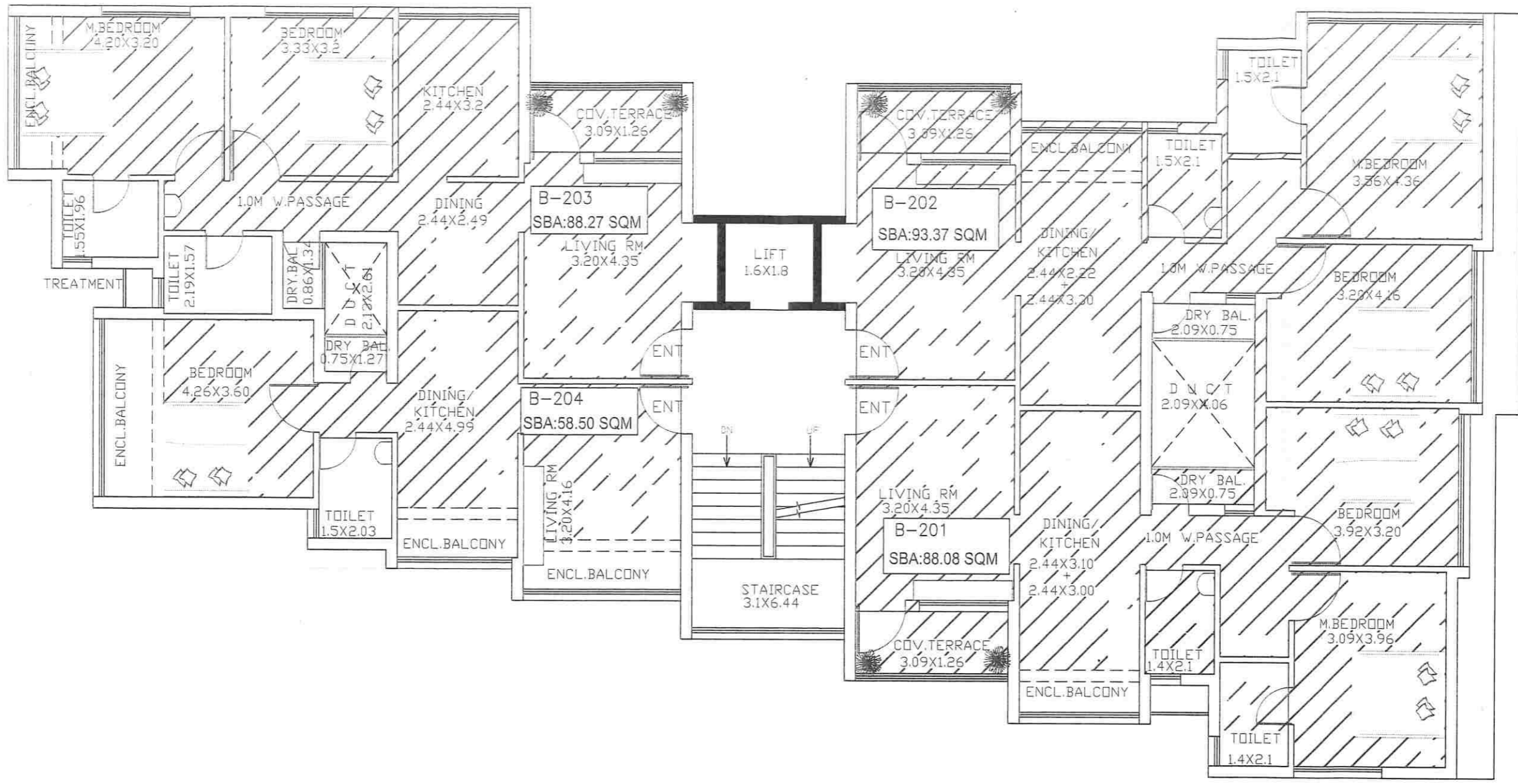
SITE PLAN
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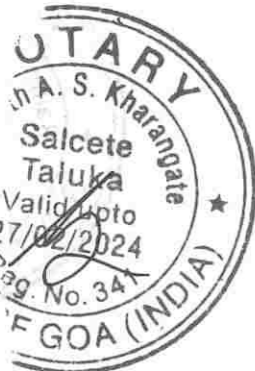
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TYPICAL SECOND FLOOR PLAN (BUILDING B)
SCALE = 1:100

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DRAW BGA
CKD & APPR. DD
SIGN DD
DATE 23/06/20
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TITLE: PRESENTATION DRAWINGS

CLIENT: M/S ROOFMAKERS REALTORS
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ARCHITECTS AND VALUERS
BRANCH OFFICE: B-304, 3RD FLOOR, ANSAR COSTA PINNACLE, WILSA PATERNA, SALCETE GOA, INDIA 403602
TELE: 91-777406735
HEAD OFFICE: 787/8, "PONGAL", BEHIND HOTEL PANCHVATI GAURAV, OFF BHANDARKAR ROAD, SHIVAJINAGAR, PUNE, INDIA 411004.
TELEFAX: 91-020-25661936, 25657890
E-MAIL: dda@vsnl.com, ddopune@gmail.com

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TYPICAL THIRD FLOOR PLAN (BUILDING B)

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 DRAWN BGA
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TITLE: PRESENTATION DRAWINGS

CLIENT: M/S. ROOFMAKERS REALTORS

JOB NO. G/ML

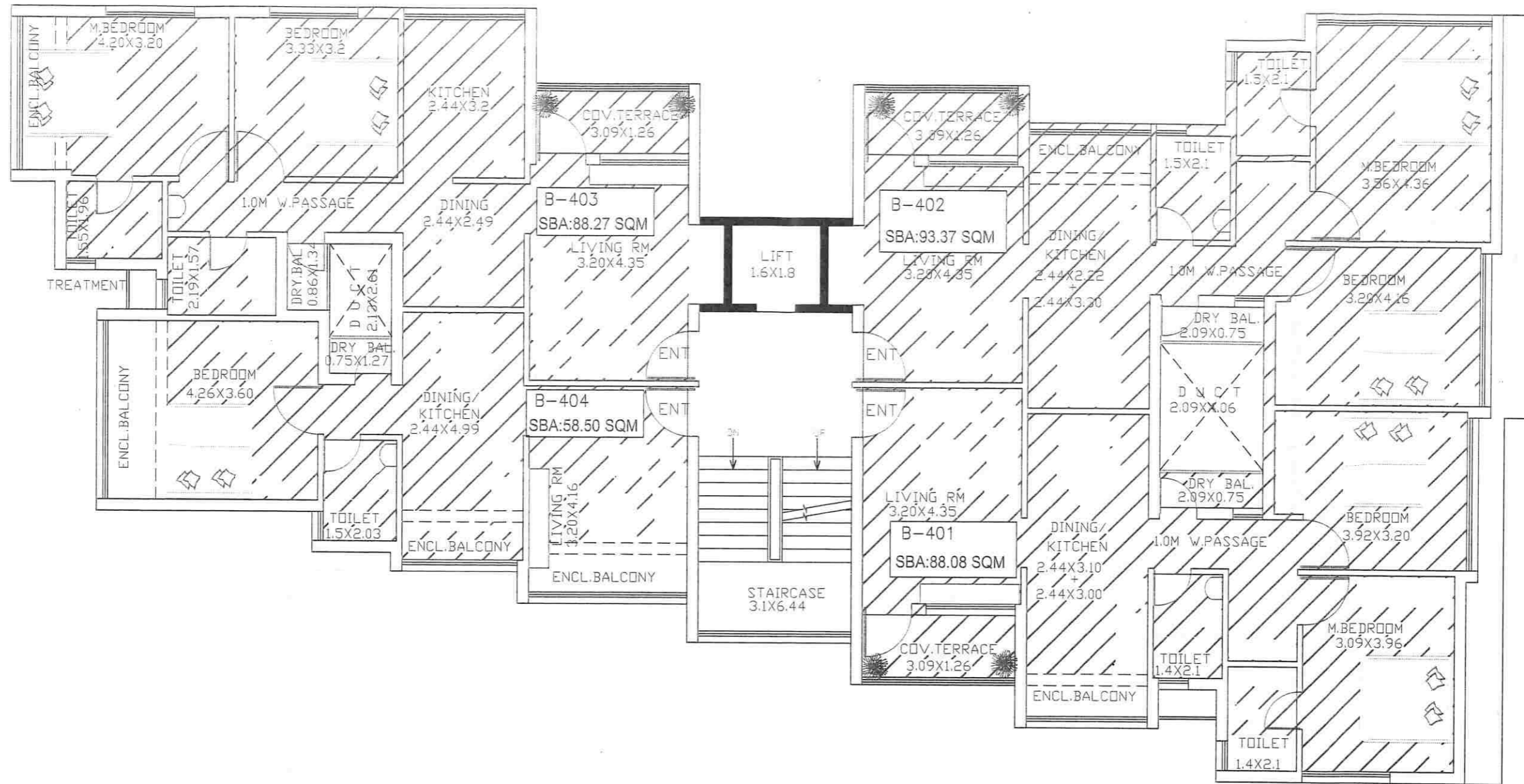
DHANANJAY DATAR AND ASSOCIATES.
 ARCHITECTS AND VALUERS

BRANCH OFFICE: B-304, 3RD FLOOR ASHWINI COSTA PINNACLE, WELLS FARGO SALCETE GOA, INDIA 403602
 TELE: 91-777406725

HEAD OFFICE: 787/8, 'PONGAL', BEHIND HOTEL PANCHVATI GAURAV, OFF BHANDARKAR ROAD, SHIVAJINAGAR, PUNE, INDIA 411004
 TELEFAX: 91-020-25661936, 25657890
 E-MAIL: ddatar@vsnl.com, ddatar@rediffmail.com



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TYPICAL FOURTH FLOOR PLAN (BUILDING B)

SCALE = 1:100

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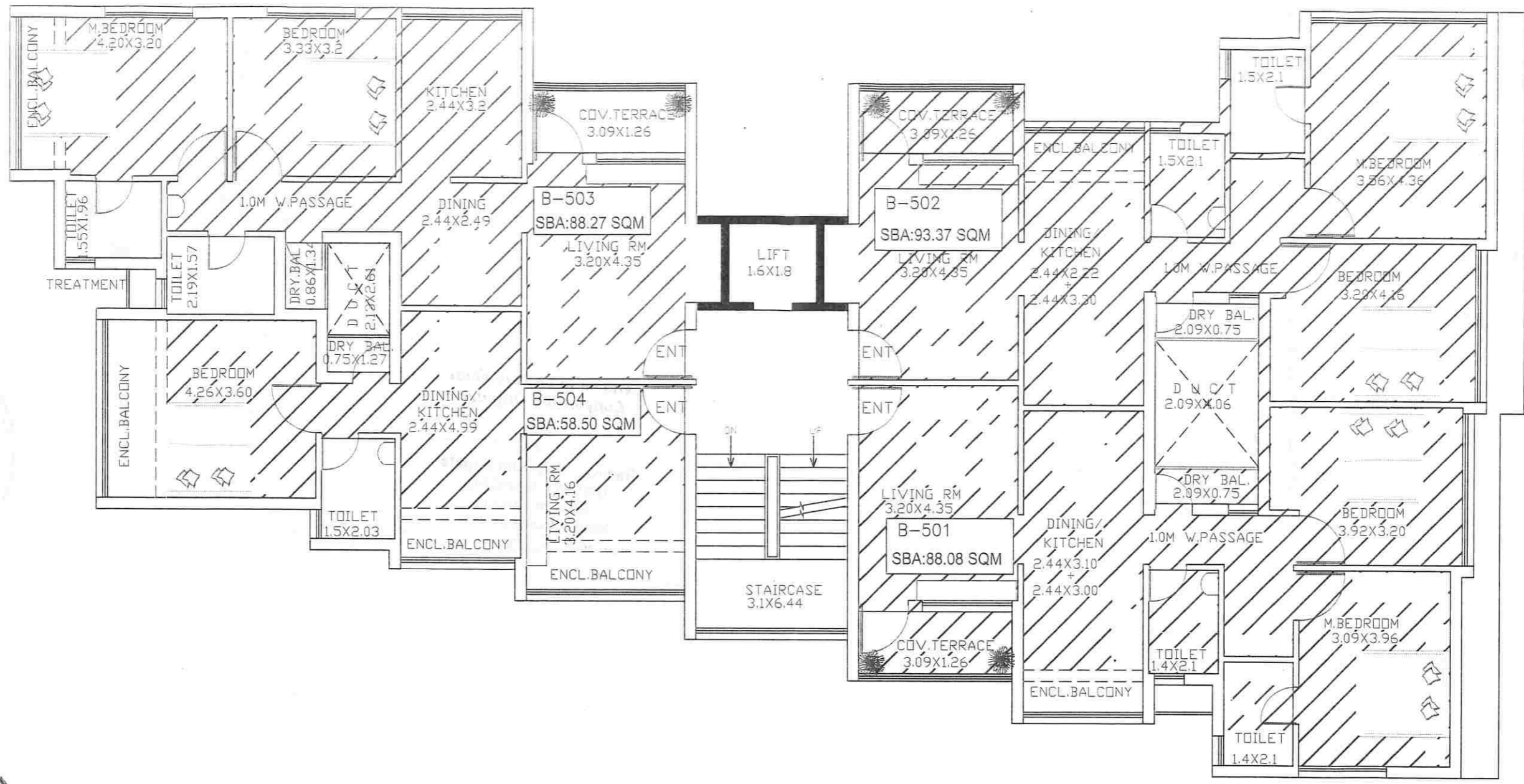
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 DRAWN BCA
 CKD & APPR. DD
 SIGN DATE 23/06/20
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 DRG. NO.: G/ML/M1/WD/PRESENTATION DRAWINGS.

PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22.23 AND 49 OF PTS 33 LOCATED AT MARGAO-GOA
 CLIENT: M/S ROOFMAKERS REALTORS
 TITLE: PRESENTATION DRAWINGS
 JOB NO.
 G/M/ML

DHANANJAY DATAR AND ASSOCIATES.
 ARCHITECTS AND VALUERS
 HEAD OFFICE: B-304, 3RD FLOOR, ANSA COSTA PINNACLE, NILEM FATORIA SALCETE GOA, INDIA 403602
 TEL: 91-77468673
 BRANCH OFFICE: 1767/8, "PONGAL", BEHIND HOTEL PANCHWATI GAURAV, OFF BHANDARKAR ROAD, SHIVAJINAGAR, PUNE, INDIA 411004.
 TELEFAX: 91-020-25661936, 25657890
 E-MAIL: ddatar@vsnl.com, ddatar@rediffmail.com



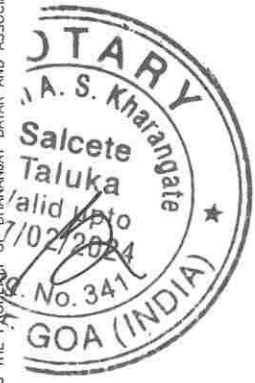
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TYPICAL FIFTH FLOOR PLAN (BUILDING B)
SCALE = 1:100

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DESIGNED DD
DRAWN BGA
CKD & APPR. DD
SIGN DD
DATE 23/06/20
FILE PATH: D:\ODDAGO\01 PROJECTS\G/ML/M1.
DRG. NO.: G/ML/M1/WD/PRESENTATION DRAWINGS.

PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22.23 AND 19 OF P.TS 33 LOCATED AT MARGAO-GOA
TITLE: PRESENTATION DRAWINGS

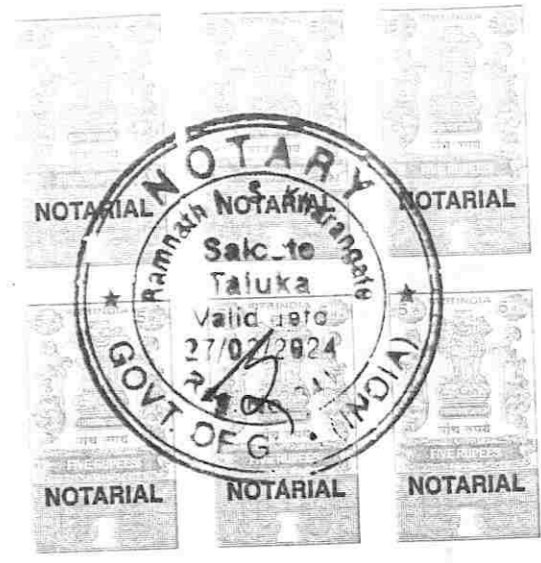
CLIENT: W/S ROOFMAKERS REALTORS
JOB NO. G/M/ML



DHANANJAY DATAR AND ASSOCIATES.
ARCHITECTS AND VALUERS
BRANCH OFFICE: 9-304 3RD FLOOR, ASAN COSTA PINNACLE, WELLSFARROW SALCETE GOA, INDIA 403602
TELE: 91-777406725
HEAD OFFICE: 787/5, 'PONGAL', BEHIND HOTEL PANCHVATI GAURAV, OFF BHANDARKAR ROAD, SHALAJINAGAR, PUNE, INDIA 411004.
TELEFAX: 91-020-25661938, 25657890
E-MAIL: dda@vsnl.com, ddpune@gmail.com

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Bharangoli
Ramnath A. S. Kharangate
NOTARY MARGAO
Saicete Taluka
State of Goa, India
725/2020
28/10/2020

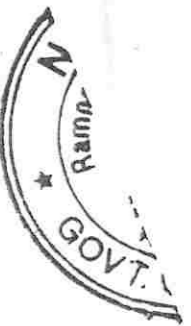


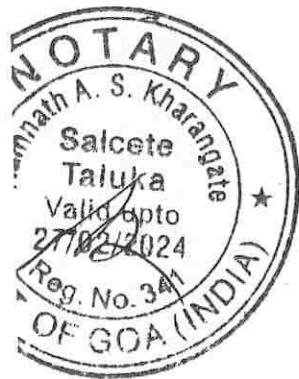
Certified to be true xerox
Copy of the Original

Bharangoli
Ramnath A. S. Kharangate
NOTARY MARGAO
Saicete Taluka
State of Goa (India)
Req. No. 767/2020
Date 06/11/2020



GOV.





TRUE COPY

AGREEMENT -BETWEEN-

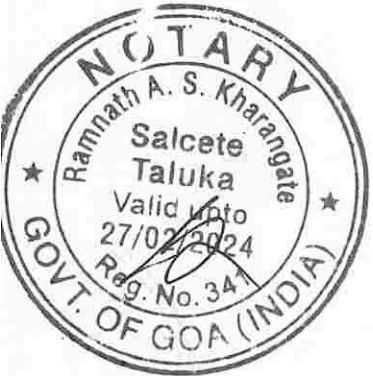
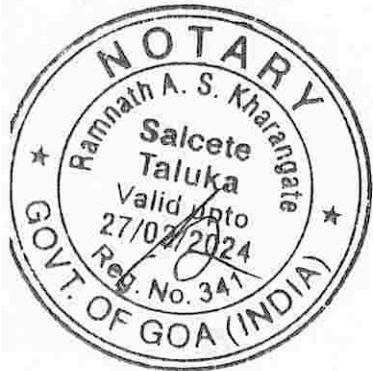
MR. JOAQUIM SANTANA JOSE ALMEIDA

MRS. MARIA ANA IVETTE CLOTILDES PERES
E ALMEIDA

-AND-

ROOFMAKERS REALTORS

(BLOCK C)





गोवा GOA

Sl. No. 4363 Place of Vend: Margao. Date of Issue: 25/9/2020 596168

Value of Stamp Paper..... 1000/-

Name of the Purchaser..... M. Shaikh

Sl. No..... Residing at Margao

TONY FERNANDES
Govt. Authorised Stamp Vendor
Licence No. JUB/VEN-LIC/1/2013/AC-I
Shop No. 4, Ave Marig Building,
Margao-Goa Ph: 2731274

Stamp Vendor Signature: Signature of Purchaser:

AGREEMENT

This AGREEMENT is made at MARGAO, GOA, on this 28th day of the month of September in the year Two Thousand Twenty (28/09/2020), -BETWEEN-



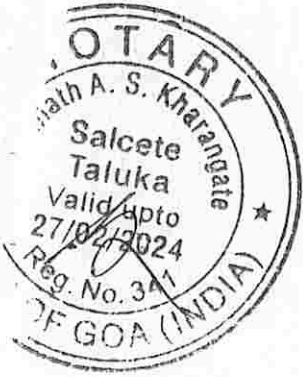
1) Mr. JOAQUIM SANTANA JOSE ALMEIDA, alias JOSE ALMEIDA, son of late Caetano Braancamp do Coracao de Jesus Almeida, major of age, Engineer, holding Income Tax PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] and his wife;

2) Mrs. MARIA ANA IVETTE CLOTILDES PERES E ALMEIDA, daughter of late Joaquim Salvador Peres, major of age, housewife holding Income Tax PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED]

Both of them residents at Fatorda, Margao, Goa, Indian Nationals and hereafter called "THE OWNERS" (which expression shall unless repugnant to the context include their heirs, assigns and legal representatives) OF THE ONE PART;
-AND-

1) ROOFMAKERS REALTORS, a sole proprietorship concern, having office at Pancharatna, AS/8, 2nd floor, Margao-Goa, represented herein through its sole proprietor, Mr. MUJIB SHAIKH, son of Mr. Shaikh Hidayat, 47 years, widower, businessman, holding Income Tax PAN Card No. [REDACTED], Aadhar Card No. [REDACTED], resident of Fatorda, Margao, Goa, hereafter called "THE DEVELOPER" (which expression shall unless repugnant to the context include its assigns, successors and legal representatives) OF THE OTHER PART, and WITNESSES:



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WHEREAS at Fatorda of Margao city, there exists two landed properties adjacent to each, namely (a) property known as "UNHACHEM MOLLA" or "UNHA MOLLA" described in the Land Registration Office of Salcete under No.165 of Book B-2 (old series), and enrolled in the Taluka Revenue Office under No. 952 and 959, more particularly described in the SCHEDULE "A" hereunder written, and is hereinafter referred to as SAID PROPERTY "A" and (b) property known as "AFORAMENTO" or "OITAVO LANCO DE CUPANGALI" described in the Land Registration Office of Salcete under No. 17379 of Book B-44 (new series), and enrolled in the Taluka Revenue Office under No. 949, more particularly described in the SCHEDULE "B" hereunder written and is hereinafter referred to as SAID PROPERTY "B"; both the said properties are situated within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa;

AND WHEREAS the SAID PROPERTY "A" was originally owned and possessed by Mrs. Adelaide Florentina Quiteria de Menezes, widow of Mr. Manuel Expectacao de Almeida in whose name the same is inscribed under Inscription No. 3072;

AND WHEREAS by virtue of Deed of Partition dated



23/11/1931, executed upon the death of said Mrs. Adelaide Florentina Quiteria de Menezes before Notary Shri Francisco Xavier Theodore de Miranda, between the heirs of said Mrs. Adelaide Florentina Quiteria de Menezes, the properties left by her were partitioned amongst her heirs and the SAID PROPERTY "A" was allotted to her son named Mr. Dulcidonio Expectacao Roque do Rosario Almeida;

AND WHEREAS the SAID PROPERTY "B" was originally owned and possessed by Dulcidonio Expectacao Roque Do Rosario Almeida and his wife Elizena Carmelina dos Prazeres Torrado e Almeida in whose names the same is inscribed under Inscription No. 2220;

AND WHEREAS in the Inventory proceedings being Inventory Orfanologico No. 40/1944, that took place upon the death of said Dulcidonio Expectacao Roque do Rosario Almeida and his wife Elizena Carmelina dos Prazeres Torrado e Almeida, the SAID PROPERTY "A" and the SAID PROPERTY "B" were allotted to their son named Joaquim Antonio do Coracao de Jesus Almeida;

AND WHEREAS the said Joaquim Antonio do Coracao de Jesus Almeida, expired subsequently and upon his death the said inventory proceedings continued to distribute his assets and by final order dated 29/08/1947, the SAID PROPERTY "A" and the SAID PROPERTY "B" were allotted to his



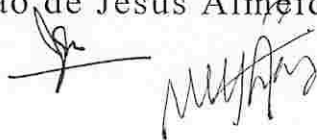
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sister, Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida in whose name the Matriz Nos. 952, 959 and 949 are enrolled;

AND WHEREAS during her lifetime said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida, by Deed of Gift dated 14/03/1972, duly registered in the office of the Sub-Registrar, Salcete under No. 599, at pages 311 to 317 of Book No.1, Vol. No. 90 dated 08/05/1972, gifted the SAID PROPERTY "B" and 2/3rd of western side of the SAID PROPERTY "A" forming a separate plot in itself, more particularly described in the SCHEDULE "C" hereunder written and hereinafter for the sake of convenience is referred to as "SAID WESTERN SIDE OF PROPERTY "A", in equal shares to her nephews, Antonio Agnelo Dulcidonio Almeida, Joaquim Santana Jose Almeida, Francisco do Rosario Almeida and Manuel Maria do Rosario Almeida, all sons of her brother Caetano Braancamp do Coracao de Jesus Almeida;

AND WHEREAS the said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida then executed a Public Will on 19/3/1980 in favour of her said nephews, whereby she appointed them as her sole and universal heirs;

AND WHEREAS the said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida expired on 30/8/1984, in the state





of spinster with no lineal ascendants or descendants who would be entitled to any LEGITIMA in her assets, leaving behind her said nephews, as her universal successors as witnessed by the Deed of Succession dated 24/10/1986;

AND WHEREAS the said Antonio Agnelo Dulcidonio Almeida, Joaquim Santana Jose Almeida, Francisco do Rosario Almeida and Manuel Maria do Rosario Almeida, not desirous of continuing to hold the properties inherited by them by virtue of the said Public Will dated 19/03/1980 and the said Deed of Succession dated 24/10/1986, in common, resorted to a family partition of the SAID PROPERTY "B" and the remaining eastern side of the SAID PROPERTY "A" forming a separate plot in itself, more particularly described in the SCHEDULE "D" hereunder written and hereinafter for the sake of convenience is referred to as "SAID EASTERN SIDE OF PROPERTY "A" into 25 plots, designated by numbers "1" to "25", and into roads designated by letters "A" to "C" as witnessed by Deed of Partition dated 21/8/1987, duly registered at Sr. No. 1309 at pages 466 to 468 of Book I Vol. 53 dated 29/11/88



AND WHEREAS in the above said family partition among others, Plot No.19 was transferred to the said Joaquim Santana Jose Almeida (OWNER No.1 herein);

AND WHEREAS the said Plot No.19, forming a separate plot




in itself, is more particularly described in the SCHEDULE "E" hereunder written and herein after for the sake of convenience is referred to as the "SAID PLOT"

AND WHEREAS the SAID PROPERTY "A" together with the SAID PROPERTY "B" were originally surveyed under Chalta No.1 of P.T. Sheet No.30 and at present comprises several numbers, in view of the Judgment dated 29/9/1987 of the Enquiry Officer, City Survey, Margao;

AND WHEREAS in view of the said Judgment dated 29/9/1987 of the Enquiry Officer, City Survey, Margao the said Plot No.19 is surveyed under Chalta No.23 of P.T. Sheet No.30 and is confirmed in the name of THE OWNER No.1 in the Survey records;

AND WHEREAS THE OWNERS has approached THE DEVELOPER with a request to take up the development of the SAID PLOT;

AND WHEREAS THE DEVELOPER after due deliberation has accepted the proposal of THE OWNERS to develop the SAID PLOT by constructing therein multi storied building, hereinafter referred to as "THE PROPOSED BUILDING" subject to the settlement of the terms of consideration and the modalities in that regard;



AND WHEREAS after due negotiations between THE OWNERS and THE DEVELOPER, it has now been settled finally that THE OWNERS shall make available to THE DEVELOPER the SAID PLOT fully described in the SCHEDULE "E" below, for such development and on such terms as are indicated herein below;

AND WHEREAS THE DEVELOPER shall obtain all the requisite permissions and licences required to develop the SAID PLOT and construct the proposed building, including all permissions required from the Town and Country Planning Department, South Goa Planning and Development Authority, or any Planning and Development Authority as may be required, Collector of South Goa, Margao Municipal Council, and other Government Department/s or Authority, within a period of 6 (SIX) MONTHS from the signing of this Agreement;

AND WHEREAS it has been agreed that the development and the construction of the proposed building shall be at the entire cost, expenses and on the entire account of THE DEVELOPER;

AND WHEREAS THE OWNER No.2 is herein represented by her Attorney, THE OWNER No.1 abovenamed, by virtue of the General Power of Attorney dated 16/01/2008 executed

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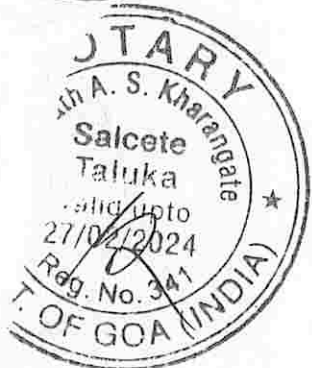


before the Notary Shri Narahari O.Keni at Margao, and registered under No. 31262 on 16/1/2008.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1) THE OWNERS hereby permit THE DEVELOPER to develop the SAID PLOT fully described in the SCHEDULE "E" below, by obtaining all permissions and licences and constructing thereon multi-storied building consisting of residential flats, and other premises hereinafter referred to as "THE PREMISES", in accordance with the plans approved/sanctioned by requisite authority/authorities by consuming maximum permissible coverage and maximum permissible Floor Area Ratio (FAR) and as per specifications contained in the SCHEDULE "F" below;

1a) The small mundkar houses on the SAID PLOT and the land on which they stand and the belts around the same under the law in force shall not form part of the land to be developed under the present Agreement and shall belong exclusively to THE OWNERS who shall exclusively receive the full compensation or price due and payable by the mundkars. THE OWNERS make it clear that in the event of any litigation/obstructions by the said mundcars, the same shall be settled by THE OWNERS without casting any burden on THE DEVELOPER; and in that event, THE DEVELOPER




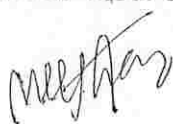
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shall be entitled for extension of time for the period of delay; however, THE DEVELOPER shall be bound to intimate THE OWNERS in writing at the beginning of such litigations/obstructions and also at the end of such litigations/obstructions; failure by THE DEVELOPER to intimate THE OWNERS in writing at the beginning and at the end of such litigations/obstructions, THE DEVELOPER shall not be entitled for any extension of time to complete the construction of proposed building/s

2) The SAID PLOT is shown as "Settlement Zone" (S1) in the approved Outline Development Plan (ODP) for Margao City where maximum permissible coverage is 40% (forty per cent) and maximum permissible FAR is 100% (one hundred per cent) and THE DEVELOPER has verified the same on the approved ODP.

3) THE DEVELOPER shall obtain at its own cost and expense all the requisite permissions and licences required to develop the SAID PLOT and construct the proposed building/s including doing the following:

- (a) Conversion of use of land from the present use to Settlement Area (S1);
- (b) Obtaining Development Order from the Planning and Development Authority;
- (c) Obtaining Licences from Margao Municipal Council;
- (d) Obtaining Licences and/or NOC from Forest Department,



Health Department, Fire Department and/or any other Government Department/Authority as required to construct the said Building/s;

All the necessary permissions, Licences and NOCs required to be obtained from the competent authorities as above, shall be obtained by THE DEVELOPER within a period of 6(SIX) MONTHS from the signing of this Agreement; it is however agreed by and between the parties that all permissions, licences, NOCs shall be in the name of THE OWNERS and that all the Original permissions, licences and NOCs shall be the property of THE OWNERS.

4) If THE DEVELOPER is unable to get all or any of the permissions, Licences and NOCs within the period stipulated in Clause 3 above, except the delay caused by concerned offices in issuing such permissions, licences and NOCs for any reason attributable to THE OWNERS, this Agreement shall stand automatically terminated/rescinded and without any force or effect, unless the period stipulated is extended by THE OWNERS, in writing; THE OWNERS shall not be bound to serve any notice or reminder, verbal or written, on THE DEVELOPER with regard to such termination;

4a) THE DEVELOPER shall be bound to communicate to THE OWNERS that he/it has obtained all the permissions, licences and NOCs as stipulated in Clause 3 above; the said communication shall be accompanied by original of the



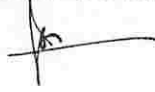

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approved plans, licences, NOCs, permissions, as the case may be and of the approved RCC analysis and calculations; the said documents shall remain with THE OWNERS who shall allow inspection thereof whensoever required by THE DEVELOPER and/or for the purpose of obtaining certified copies of the same;

4b) THE DEVELOPER herein has appointed Shri DHANANJAY DATAR, registered under No. AR/0058/2012, as the Architect to plan and design the above development and also appointed Shri DAMODAR SHANBAG, registered under No. SE/0038/2010, as Engineer to carry out the structural design of the said development;

THE DEVELOPER shall be responsible to execute and to ensure that the development is properly supervised by the said Architect and/or the said Structural Engineer who has designed the above development and has carried out the structural design of the said development;

In the event of the above mentioned Architect/Structural Engineer dissociates from the said development, THE DEVELOPER shall appoint another Architect/Structural Engineer to be responsible for the said development and intimate in writing of such change to THE OWNERS, and shall not carry out any development until such time that appointment of Architect/Structural Engineer is made;

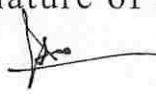



4c) THE OWNERS have named the said Scheme in THE SAID PLOT as "ROOFMAKERS-TULIP" for all time to come, and until THE OWNERS consents in writing, if ever, to any change.

5) After obtaining all the permissions stipulated in Clause 3 above THE DEVELOPER shall construct in the SAID PLOT consuming maximum permissible Coverage and maximum permissible FAR. The development and the construction of the proposed building/s shall be at the entire cost, expenses and on the entire account of THE DEVELOPER, exclusively.

These costs shall include the cost of conversion of the SAID PLOT into non-agricultural, the cost of permissions/licences/NOCs, and other costs incidental thereto, as well as, all the taxes/charges payable to the authorities from the execution of these presents such as GST and Infrastructure Tax among others.

6) It is expressly agreed by the parties that THE DEVELOPER, shall be entitled to enter the SAID PLOT only upon obtaining all the permissions/licences/NOCs stipulated in Clause 3 above, and only for the purpose of development, which means to commence, carry on and complete development thereof, upto the completion of the proposed building/s in all respects; the right of THE DEVELOPER will be in the nature of a licence as defined in the Easement Act;

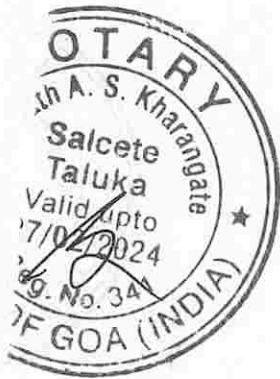
 



for all purposes, THE OWNERS, in their capacity as Owners shall continue to have a constructive and legal possession of the SAID PLOT.

7) The construction and all the risks incidental thereto shall be that of THE DEVELOPER; THE DEVELOPER shall indemnify THE OWNERS of any pecuniary liability that may arise on account of infringement of any law relating to the construction in the SAID PLOT; during the period of construction THE OWNERS shall be entitled to inspect the construction and if any violation of law is found which cannot be rectified by THE DEVELOPER at his own cost and expense within a period of THREE MONTHS, after due notice to THE DEVELOPER by THE OWNERS, to terminate this Agreement forthwith; however if any violation of approved plan is found due to internal changes only to THE PREMISES, the same shall be rectified/regularised by THE DEVELOPER at his own cost and expense before applying for completion and/or occupancy certificate and within the time limit of this Agreement.

8) THE DEVELOPER shall alone be responsible for any violation by THE DEVELOPER in the matter of construction to be raised in the SAID PLOT described in SCHEDULE "E" below, including the violation of approved plan/s, violation of building bye-laws and other laws.



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9) THE DEVELOPER shall upon obtaining all the permissions/licences/NOCs stipulated in Clause 3 above, be entitled to enter into separate contracts in its own name with labour contractor/s, architects, engineers and other technical and other consultants for carrying out the construction of the proposed building/s in the SAID PLOT, without any liability to THE OWNERS.

10) In lieu of the consideration due to THE DEVELOPER, THE OWNERS shall retain certain built-up premises, on certain floors of the said proposed building/s which shall be constructed in the SAID PLOT and upon completion of the said building project, transfer the remaining built-up premises to THE DEVELOPER; the total built-up area of THE PREMISES shall be the sum of Floor Area of premises counted for computation of maximum permissible Floor Area and area of premises not counted for computation of Floor Area by Planning and Development Authority and/or Margao Municipal Council, which includes inter alia, basement or cellar, balcony or verandah, stilt reserved parking, covered parking and lofts.

11) The parties agree that on certain floors, THE OWNERS shall retain certain built-up premises which shall be constructed in the SAID PLOT and transfer the remaining built-up premises to THE DEVELOPER as stipulated in Clause 10 above and for this purpose THE OWNERS and





THE DEVELOPER has prepared a plan of the building to be constructed in THE SAID PLOT and have mutually and amicably decided as to the allocation of the premises on each and every floor between them;

11(a) The said premises so chosen by THE OWNERS shall belong to THE OWNERS and the same are hereinafter referred to as "THE OWNERS PREMISES" and the said premises so chosen by THE DEVELOPER shall be allotted to THE DEVELOPER and the same are hereinafter referred to as "THE DEVELOPER'S PREMISES";

11(b) The OWNERS PREMISES are more particularly described in the SCHEDULE "G" below and are more clearly shown hatched in pink colour on the plans hereto attached.

11(c) The DEVELOPERS PREMISES are more particularly described in the SCHEDULE "H" below and are more clearly shown hatched in blue colour on the plans hereto attached.

11(d) The parties agree that, THE OWNERS shall also retain (1/2) half of the STILT RESERVED PARKING area, which shall be provided in the SAID BUILDING and transfer the remaining (1/2) half STILT RESERVED PARKING area to THE DEVELOPER as stipulated in Clause 10 above and



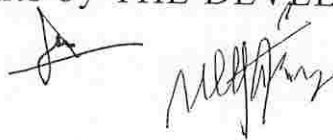
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for this purpose THE OWNERS and THE DEVELOPER agree to enter into a separate Agreement after the layout of the stilt parking area is finalized.

11(e) The list of plans attached to this Agreement and its details are shown in the SCHEDULE "J" below.

12) Upon obtaining all the permissions/licences stipulated in Clause 3 above and upon allotment of premises as stipulated in Clause 11 above and pending the development, THE DEVELOPER shall be at liberty and be entitled to agree to sell and/or enter into any package deal or arrangement for the allotment of THE DEVELOPER'S PREMISES (not THE OWNERS PREMISES) to its Prospective Customers, at such price and on such terms and conditions as THE DEVELOPER may deem fit and shall also be entitled to receive the monies of sales/allotment of THE DEVELOPER'S PREMISES in the proposed building/s; THE OWNERS shall not be entitled to the money received by THE DEVELOPER from such sale/allotment; however such Agreements shall not include the sale or allotment of open spaces to anyone. All such Agreements/commitments shall be valid and binding upon THE OWNERS, subject to THE DEVELOPER performing the terms and conditions of this Agreement;

However in case of any default of this Agreement, the Agreements by THE DEVELOPER with third parties and/or

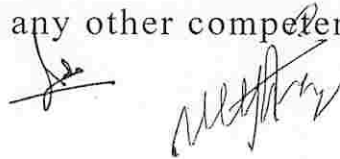


its prospective customers, shall not come on the way of consequences of the said default; THE OWNERS shall in no event be responsible or liable in respect of the repayment of monies if THE DEVELOPER fails to honour its commitment with third parties and/or its prospective customers;

It is only upon the execution of the final Deed of Transfer in favour of such customer/s by THE OWNERS/THE DEVELOPER, that the transfer as understood under the Income Tax Act shall take place.

It is clearly agreed between the parties that the construction and other development cost of THE OWNERS PREMISES shall form the consideration payable to THE OWNERS for the sale of undivided or proportionate share in land corresponding to THE DEVELOPERS PREMISES.

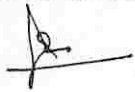
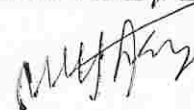
13. The construction of THE OWNERS PREMISES shall be completed as per the specifications contained in the SCHEDULE "F" below, within 3 (THREE) YEARS after obtaining Construction Licence from the Margao Municipal Council; the completion of the construction of THE OWNERS PREMISES shall include the obtaining of occupancy certificate for the same from the Margao Municipal Council, Planning and Development Authority and/or any other competent authority.



14) In the event that THE DEVELOPER fails to complete the construction of THE OWNERS PREMISES within the period stipulated in para 13 above, THE DEVELOPER shall be liable to pay to THE OWNERS damages as calculated in para 14(a) below; Except where the delay is owing to non-availability of cement or other building materials in the open market, or any lockdown declared by Government, delay caused by concerned offices in issuing of occupancy/completion certificate attributable to THE OWNERS, or due to force majeure; However, THE DEVELOPER shall be bound to intimate THE OWNERS in writing at the beginning and also at the end of such cause of delay; in such a situation and if cause of delay is found to be genuine by THE OWNERS, THE DEVELOPER may be entitled for extension of time for the period of delay for delivery of the OWNERS PREMISES; failure by THE DEVELOPER to intimate THE OWNERS in writing at the beginning and at the end of such cause of delay shall not entitle THE DEVELOPER for any extension of time for the delay for the delivery of the OWNERS PREMISES;

For the purpose of this section, the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the construction of THE OWNERS PREMISES;

THE DEVELOPER shall not allot and deliver possession of any premises from THE DEVELOPERS PREMISES to



his/their customers or any other persons unless and until the possession of all the premises to be constructed to THE OWNERS from THE OWNERS PREMISES are delivered/handed over/offered first to THE OWNERS;

(a) the damages as above mentioned shall be at the rate of 15% (fifteen per cent) per annum on the prevailing market value of the completed premises and shall be calculated on the OWNERS PREMISES not completed by THE DEVELOPER within the period stipulated in para 13 above; the damages shall be paid by THE DEVELOPER to THE OWNERS at the end of each calendar month;

(b) THE OWNERS and THE DEVELOPER agree that the market rate per each square meter of the completed flats on the date and year of signing of this Agreement is Rs.30,000/- (Rupees thirty thousand only) and for the purpose of determining the prevailing market rate of any year as contemplated in 14(a) the above market rate shall be increased at the rate of 10% (ten per cent) per year on the previous year market rate.

15) The construction of the entire building project in the SAID PLOT (which shall include THE OWNERS PREMISES, THE DEVELOPERS PREMISES) shall be completed within 5(FIVE) YEARS after obtaining Construction Licence from Margao Municipal Council; the completion of the





construction of the entire building project shall include the obtaining of occupancy certificate for the said entire project from the Margao Municipal Council, Planning and Development Authority and any other competent authority.

16) In the event that THE DEVELOPER fails to complete the construction of the entire building project and get the undivided or proportionate share in the land corresponding to THE DEVELOPERS PREMISES transferred in his/its name or in the name of its prospective customers within the period stipulated in para 15 above, this Agreement shall stand automatically terminated/rescinded and without any force or effect, and in which case THE OWNERS shall not be bound to serve any notice or reminder, verbal or written on THE DEVELOPER with regard to such termination, unless the period stipulated is extended by THE OWNERS, in writing, on such terms and conditions as THE OWNERS may deem fit; Except where the delay is owing to non-availability of cement or other building materials in the open market, delay caused by concerned offices in issuing of occupancy/completion certificate or any other reason attributable to THE OWNERS, or due to force majeure; However, THE DEVELOPER shall be bound to intimate THE OWNERS in writing at the beginning and also at the end of such cause of delay; in such a situation and if cause of delay is found to be genuine by THE OWNERS, THE DEVELOPER may be entitled for extension of time for the period of delay



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for the completion of the entire building project; failure by THE DEVELOPER to intimate THE OWNERS in writing at the beginning and at the end of such cause of delay shall not entitle THE DEVELOPER for any extension of time for the delay to complete the construction of the entire building project within the period stipulated in para 15 above;

For the purpose of this section, the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the construction of the entire building project within the period as stipulated in para 15 above;

17) In the event this agreement is terminated/rescinded as stipulated in para 16 above, whatever constructions are made till then in the SAID PLOT shall stand automatically vested in THE OWNERS without THE OWNERS having to pay any compensation to THE DEVELOPER for the constructions.

18) It is expressly provided that THE DEVELOPER shall be entitled to charge, mortgage, or offer as security for any loan, THE DEVELOPER'S PREMISES in the proposed building/s (not OWNERS PREMISES) upon completion of construction thereof and/or during the progress of the construction work provided that THE OWNERS shall in no event be liable for repayment of such loan.

19) Upon completion of the said building project,



and upon THE OWNERS PREMISES are delivered/handed over to the OWNERS, THE OWNERS shall transfer the title and/or possession of THE DEVELOPER'S PREMISES and right in the SAID PLOT proportionate to the same which corresponds to approximately undivided 382 sq.mts. or 17.43% of the SAID PLOT for a price of Rs.41,67,620/- (Rupees fourty one lakhs sixty seven thousand six hundred twenty only), in favour of THE DEVELOPER, for which expenses like Stamp duty, registration charges, cost of drafting and printing and/or any other charges, taxes, shall be borne by THE DEVELOPER

19(a) In case the transfer as stipulated at 19 above is made to each customer/nominee of THE DEVELOPER, the total consideration received by THE DEVELOPER from such customer/nominee shall be bifurcated into consideration received by THE OWNERS towards transfer of undivided share in the SAID PLOT proportionate to the premises transferred, and the remaining consideration as received by THE DEVELOPER towards the construction and development cost of THE DEVELOPERS PREMISES transferred.

20) After the construction of the said building/s is complete, and after THE OWNERS PREMISES are handed over to THE OWNERS, whichever event is latter, THE DEVELOPER

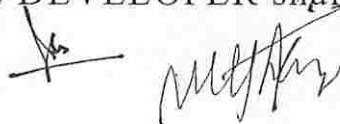


undertakes to maintain at its own cost the common facilities/amenities and security in the SAID PLOT for a period of two years.

21) After the construction of the building/s is complete, and after THE OWNERS PREMISES are handed over to THE OWNERS the customers who have acquired premises in the building/s constructed in the SAID PLOT shall form themselves into a co-operative housing maintenance or any Legal Entity, for the purpose of maintenance of the building/s and provision of common amenities. THE DEVELOPER shall facilitate or cause the formation and registration of such Legal Entity; After formation of such Legal Entity, THE OWNERS will contribute to such Legal Entity only towards maintenance of THE OWNERS PREMISES till THE OWNERS PREMISES are sold/transferred to their prospective customers in which event their prospective customers shall be members of such Legal Entity.

22) THE OWNERS make it clear that in the event of any defect in title to the SAID PLOT, the same shall be got rectified by THE OWNERS and that there shall be no burden cast on THE DEVELOPER to rectify or clear aforementioned title to the SAID PLOT.

23) THE DEVELOPER shall not use THE DEVELOPERS

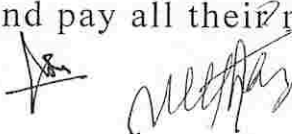




PREMISES for any purpose other than the one approved by Margao Municipal Council and shall not under any circumstances utilize the same for any other purpose or shall not permit anything to be done in the said THE DEVELOPERS PREMISES or do anything in it, which may cause noise or disturbance or nuisance to anyone whomsoever in the building/s or its surroundings.

24) In case THE DEVELOPER desires to register the entire project to be constructed in the SAID PLOT under Real Estate Regulation and Development Act, 2016 (RERA), THE OWNERS shall cooperate with THE DEVELOPER in the said registration and in which case, THE DEVELOPER shall alone be responsible for any violation of the RERA Act and the rules and regulations framed there under by the Government of Goa including delay in completion of construction of the said building; also THE OWNERS shall have full right and authority to sell / transfer / retain all or any of said premises from the said premises.

25) The OWNERS and the DEVELOPER shall cooperate with each other to form a Maintenance Society or any Legal entity as prescribed by the law in force in order to protect preserve and maintain the buildings complex. The OWNERS and the DEVELOPER hereby undertake to maintain the building and pay all their monthly contributions to the





society or legal entity with utmost diligence and duty and without any delay.

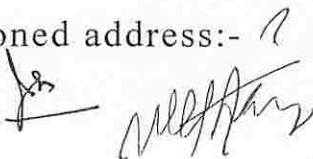
26) In case of any dispute between the parties hereto in respect of price or value of compensation as referred above, the same shall be settled by referring such dispute for arbitration as provided under the Law of Arbitration in force at the relevant time.

27) In the event arbitration proceedings are required, notices in the same shall be served at the address of the parties specified in the present Agreement.

28) All letters to THE OWNERS shall be deemed to have been duly served if posted by Registered Post A.D. at the under mentioned address:-

Mr. Jose Almeida,
H. No. 669, Behind Petrol Pump,
Fatorda, Margao,
Goa - 403602

All letters to THE DEVELOPER shall be deemed to have been duly served if posted by Registered Post A.D. at the under mentioned address:-



Roofmakers Realtors,
AS/8, 2nd floor,
Pancharatna 'A' bldg.
Margao,
Goa - 403601

OR

Mr. Mujib Shaikh
F-5, Lima Residency,
Near P.W.D., Fatorda,
Margao,
Goa - 403602

29) Both the parties are entitled for the specific performance of this Agreement.

30) The original of this Agreement shall remain with THE OWNERS who shall allow inspection thereof whensoever THE DEVELOPER so reasonably require and the duplicate or certified true copy shall remain with THE DEVELOPER.

SCHEDULE "A"

(Description of property)

ALL THAT landed property known as "UNHACHEM MOLA" or "UNHA MOLLA", situated at Fatorda, Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, described in the Land Registration Office of Salcete under





No. 165 of Book B-2 (old series) and enrolled in the Taluka Revenue Office under No. 952 and 959, and bounded as under:

East by the boundary of Arlem Village

West & South by the property of Comunidade and

North by nalla

SCHEDULE "B"

(Description of Property)

ALL THAT landed property known as "AFORAMENTO" or "OITAVO LANCO DE CUPANGALI", situated at Fatorda, Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, described in the Land Registration Office of Salcete under No. 17379 of Book B-44 (new series) and enrolled in the Taluka Revenue Office under No. 949, and bounded as under:

East by the property of Constancio Piedade de Cruz

West by the of Joaquim Curumbim and others

North by the property known as "Unhachem Molla" or "UnhaMolla" and

South by the property of Constancio Cruz and heirs of Jose Curumbim

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SCHEDULE "C"

(Description of property)

ALL THAT western portion being 2/3rd of the property described under SCHEDULE "A", being separate, distinct and independent unit in itself and bounded as under:

- East by the road reserved by the Comunidade of Margao and by the remaining 1/3rd of the same property and property of Joaquim Dias
- West by the properties of PiedadeBraganca and heirs of Francisco Xavier Lourenco
- North by properties of the said Joaquim Dias, reserved road, property of the Burmah Shell & Co., reserved road, Joaquim Fernandes, Sadekar, reserved road and by properties of Sadanand Ladu Borkar, Alfredo Fernandes, reserved road, property of Isac Khan and
- South by properties of Joao Camilo, Antonio Gomes, road and property of Joaquim Silva

SCHEDULE "D"

(Description of property)

ALL THAT eastern portion being 1/3rd of the property described under SCHEDULE "A", being separate, distinct

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and independent unit in itself and bounded as under:

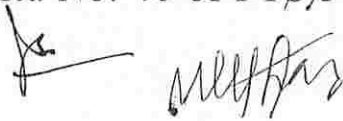
- East by the eastern bypass highway
- West by properties surveyed under Chalta Nos 23, 49 and 50 of P.T. Sheet No. 30.
- North by properties of the said Joaquim Dias and nallah
- South By properties surveyed under chalta No. 3 of P.T. Sheet No. 47, chalta Nos. 6, 7, 8 and 9 of P.T. Sheet No 48 and chalta no 1 of P.T. Sheet No. 48

SCHEDULE "E"

(Description of the SAID PLOTS)

ALL THAT landed plot, being PLOT No.19, admeasuring 2,194 sq.mts, bearing Chalta No. 23 of PTS No. 30, out of which around 812 sq.mts has been retained by the owners and will not be part of the development, thereby making available for development an area of about 1,382sq.mts, forming part of the property described in the SCHEDULE "D" but surveyed separately under chaltas as mentioned above and bounded as under:

East by 10 mts. wide road and property bearing Chalta No. 40 of PTS, 30





West by property bearing Chalta No. 22 of PTS No. 30

North by 10 mts. wide road

South by property bearing Chalta No.49 of PTS No. 30

SCHEDULE "F"
(Specifications)

STRUCTURES:

The building/s shall have R.C.C. framed structures of columns, beams and slabs. The top flat slab, underground and overhead water tanks, water closets and bathrooms shall be waterproofed through a recognised waterproofing company. The roof shall be covered with Mangalore tiles if sloping.

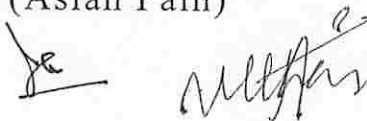
WALLS:

The internal partition walls will be brick masonry and the external walls will be brick/laterite or concrete masonry

PLASTER:

All external surface of the building will be plastered with two coats of cement mortar sand faced finished with Apex paint. Internal walls will be plastered with one coat of cement mortar and finished smooth with wall putty and oil bound distemper (Asian Pain)

FLOORING:



The flooring will be provided with Vermora or equivalent quality of vitrified tiles (60 x 60)cms.

DOORS & WINDOWS:

Main door will be of teak wood frame and attractive decorative panels of teak wood and brass fittings; for main door Europa triple locking type night latch will be provided. All other door frames shall be of salwood or equivalent wood of sizes 2.5"x4.0". Bedroom doors shall be of FRP doors or equivalent.

Windows shall be of powder coated aluminium frames with shutters with glass.

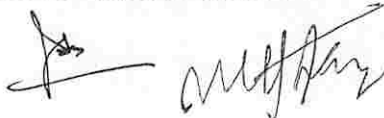
KITCHEN:

The kitchen will have a cooking platform with granite top and stainless steel sink with drain board. Ceramic tiles or equivalent lining 60 cms above the platform will be provided. Provision for exhaust fan and electronic water purification system shall be made in the kitchen.

WATER TANKS:

A common underground sump with a common electric pump and a common overhead tank will be provided. Bungalows and Row Houses shall have individual overhead tank

PLUMBING AND SANITARY:



All plumbing work will be concealed from inside and open pipes from outside. White glazed European WC unit will be provided with flushing system. The sanitary installation will be in accordance with the Municipal specifications. Shower and wash basin will be provided will be of Cera, Hindware or equivalent; All sanitary fittings shall be chromium plated of Ben alve make or equivalent.

Hot and cold system will be provided in Bathrooms

ELECTRICAL INSTALLATIONS:

The electric wiring will be concealed copper wiring of PVC insulation of premium brand such as Finolex or equivalent with modular electrical switches of Anchor/Legrand make or equivalent as under:

- a) In living/dining room: two light points, one fan points and two 5 Amp sockets, one bell point, one telephone point and one TV point will be provided.
- b) In Bed Room: two light points, one fan point, one 5 Amp socket will be provided. One AC point in master bedroom will be provided
- c) In Kitchen: one light point, one 5 Amp and one 15 Amp socket shall be provided
- d) In Toilet/Bath: one light point each and one 15Amp socket will be provided
- e) Balconies: One light point
- f) Staircase: two way switch on each landing



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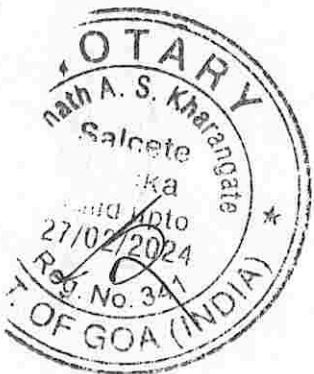
MISCELANEOUS:

Lifts and common spaces with 24 hours back-up generator will be provided for the building. All surrounding open spaces will be covered with landscaped gardens well laid by professionals. Other amenities shall include, well-lit street lights around the scheme.

SCHEDULE "G"

(OWNERS PREMISES – shown in pink colour boundary lines)

Sn	Flat No.	Carpet Area Flat - A	Carpet Area Balcony - B	Total Carpet Areas (A+B)	Built Up Area-Flats	Covered Terrace	Total Built Up Area	Common Areas	Saleable Area
Bldg.-C First Floor									
1	C-101	64.87	4.92	69.79	79.38	6.58	85.96	8.42	94.38
2	C-102	40.31	4.58	44.89	51.65	0	51.65	5.06	56.71
3	C-103	66.38	2.77	69.15	79.72	6.94	86.66	8.49	95.15
Bldg.-C Third Floor									
4	C-301	64.87	4.92	69.79	79.38	6.58	85.96	8.42	94.38
5	C-302	40.31	4.58	44.89	51.65	0	51.65	5.06	56.71
6	C-303	66.38	2.77	69.15	79.72	6.94	86.66	8.49	95.15
Bldg.-C Fourth Floor									
7	C-401	64.87	4.92	69.79	79.38	6.58	85.96	8.42	94.38



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8	C-402	40.31	4.58	44.89	51.65	0	51.65	5.06	56.71
9	C-403	66.38	2.77	69.15	79.72	6.94	86.66	8.49	95.15
Bldg.-C Fifth Floor									
10	C-502	40.31	4.58	44.89	51.65	0	51.65	5.06	56.71
11	C-503	66.38	2.77	69.15	79.72	6.94	86.66	8.49	95.15

SCHEDULE "H"

(DEVELOPERS PREMISES—shown in blue colour boundary lines)

Sn	Flat No.	Carpet Area Flat - A	Carpet Area Balcony - B	Total Carpet Areas (A+B)	Built Up Area-Flats	Covered Terrace	Total Built Up Area	Common Areas	Saleable Area
Bldg.-C Second Floor									
1	C-201	64.87	4.92	69.79	79.3 8	6.58	85.96	8.42	94.38
2	C-202	40.31	4.58	44.89	51.6 5	0	51.65	5.06	56.71
3	C-203	66.38	2.77	69.15	79.7 2	6.94	86.66	8.49	95.15
Bldg.-C Fifth Floor									
4	C-501	64.87	4.92	69.79	79.3 8	6.58	85.96	8.42	94.38



SCHEDULE "J"

(List of Plans Attached to this Agreement)

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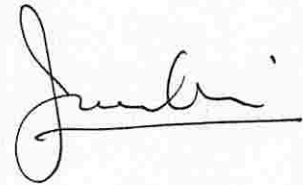
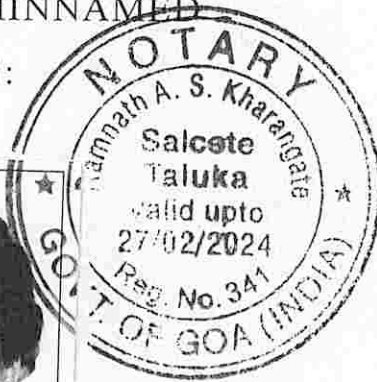
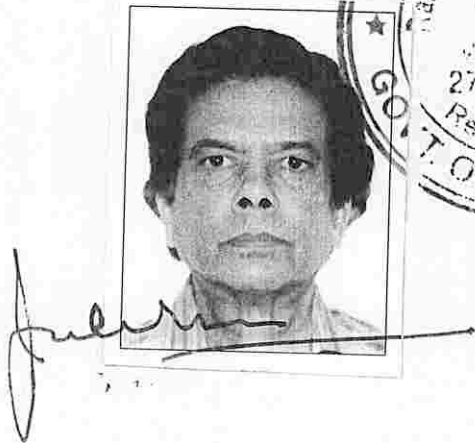
Sn	Plan	Description	Details Shown
1	Plan-1	Site Plan	Location of Block-C
2	Plan-2	Block-C (First Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
3	Plan-3	Block-C (Second Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
4	Plan-4	Block-C (Third Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
5	Plan-5	Block-C (Fourth Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
6	Plan-6	Block-C (Fifth Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective handsand signatures on the day, month, year and place first hereinabove mentioned.

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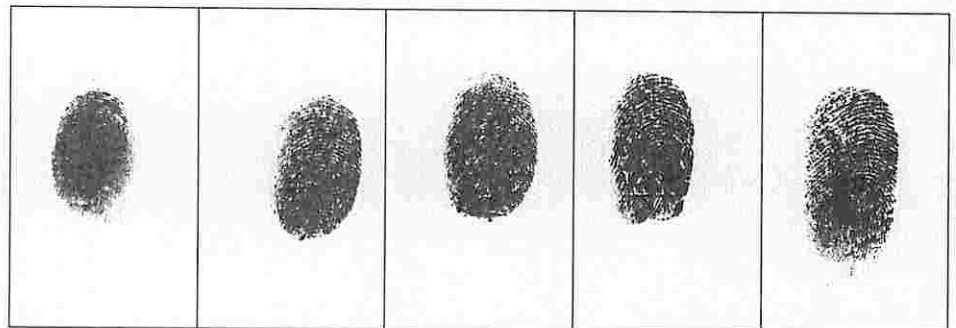


SIGNED AND DELIVERED
BY THE WITHINNAMED
THE OWNERS:

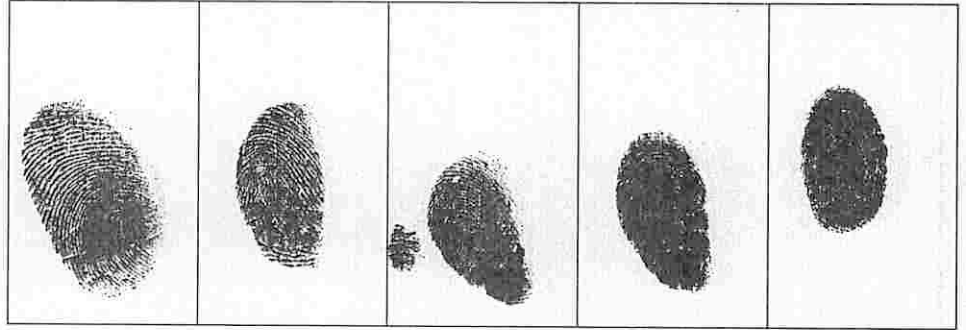


Mr. JOAQUIM SANTANA
JOSE ALMEIDA alias JOSE
ALMEIDA for self and as duly
constituted attorney for
OWNER No.2 Mrs. MARIA
ANA IVETTE CLOTILDES
PERES E ALMEIDA

LEFT HAND FINGER PRINTS:



RIGHT HAND FINGER PRINTS



SIGNED AND DELIVERED
BY THE WITHINNAMED
THE DEVELOPER:



meffan *meffan*

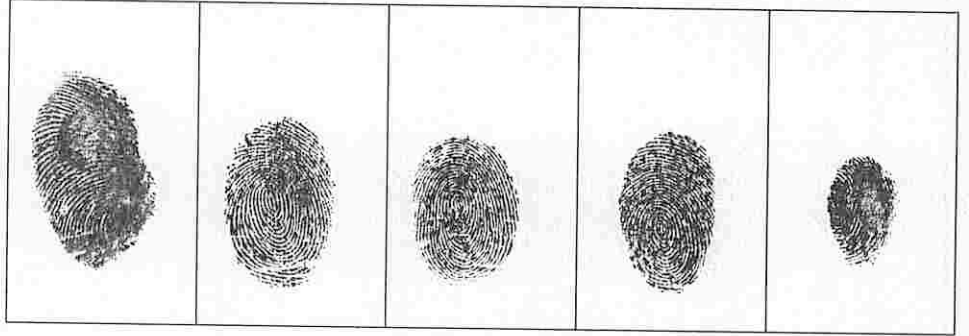
ROOFMAKERS REALTORS
represented herein
proprietor Mr.
SHAIKH



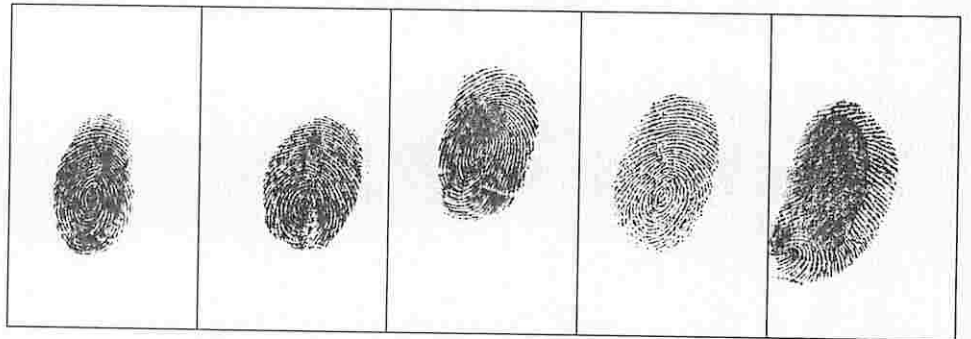
Ja *meffan*



LEFT HAND FINGER PRINTS:



RIGHT HAND FINGER PRINTS



WITNESSES:

1. KAM KHELAWAN DAS *Kam Khelawan Das*

2. Md. Shamshad *Md. Shamshad*

[Handwritten signatures]



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TYPICAL FIRST FLOOR PLAN (BUILDING C)

SCALE = 1:100

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NO.	DATE	DESCRIPTION OF REVISION.
3		
7		
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- NOTES:
- DO NOT SCALE THE DRAWING
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 - ALL DIMENSIONS ARE IN METERS
 - ANY DISCREPANCY IS TO BE BROUGHT TO THE NOTICE OF OUR OFFICE
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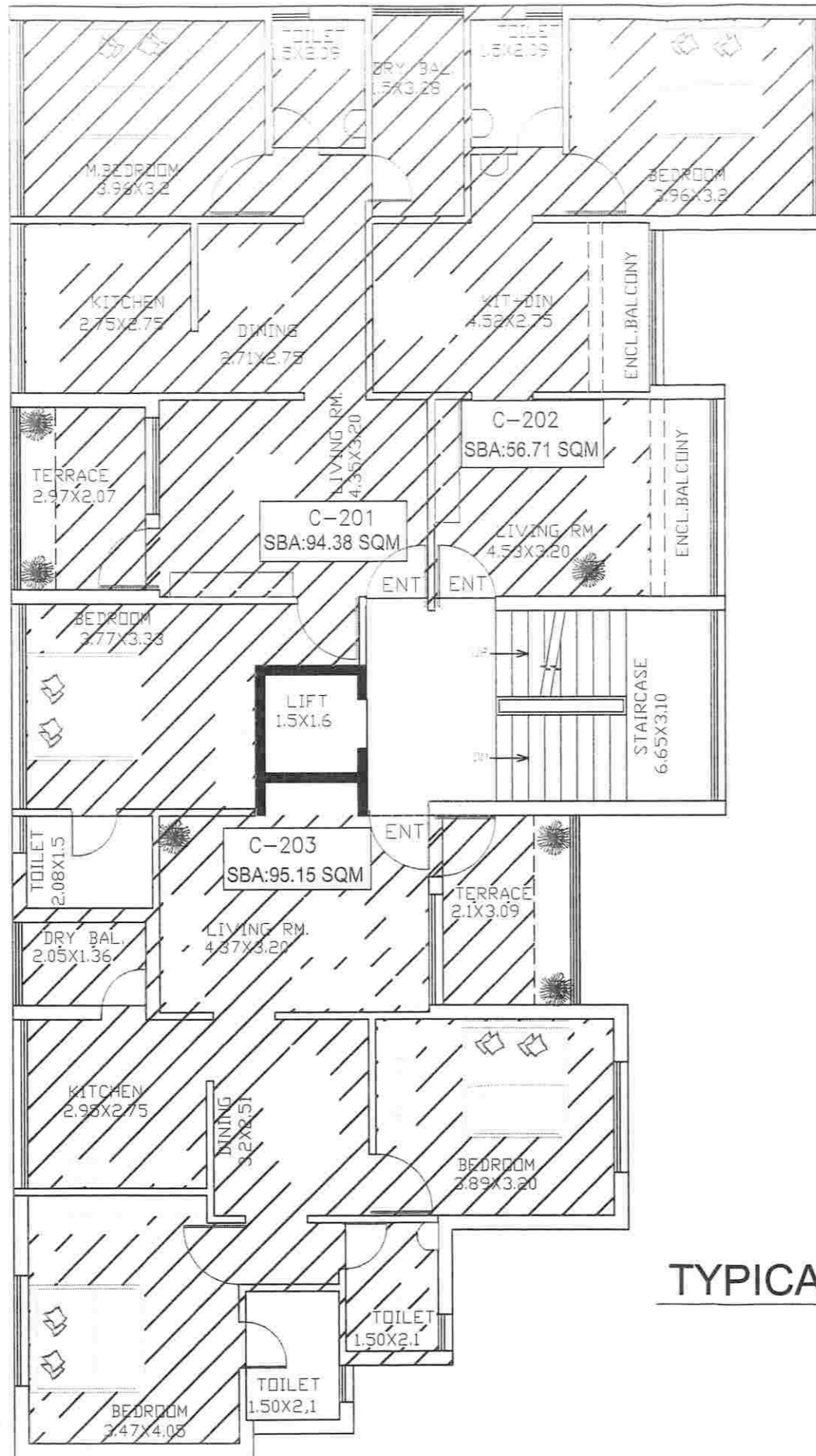
DESIGNED DD
 DRAWN BGA
 CKD & APPR. DD
 SIGN DATE 23/06/20
 FILE PATH: D:\DDAGGA\01\PROJECTS\G/ML/M1.
 DRG. NO.: G/ML/M1/WO/PRESENTATION DRAWINGS.

PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 2223 AND 49 OF PTS 30 LOCATED AT MARGAO-GOA
 TITLE: PRESENTATION DRAWINGS

CLIENT: M/S ROOFMAKERS REALTORS
 JCB NO.
 G/M/ML

DHANANJAY DATAR AND ASSOCIATES.
 ARCHITECTS AND VALUERS
 BRANCH OFFICE: 8-30A 3RD FLOOR ASH GOSTA PINNACLE, WELDFATORDA SALCETE GOA, INDIA 403602
 TEL: 91-774006735
 HEAD OFFICE: 757/5, 'POHGA', BEHIND HOTEL PANCHVATI GAURAV, OFF BHANDARKAR ROAD, SHEVAJINAGAR, PUNE, INDIA 411004
 TELEFAX: 91-020-25661938, 25657890
 E-MAIL: dda@vsnl.com, dda@punepune@gmail.com

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TYPICAL SECOND FLOOR PLAN (BUILDING C)

SCALE = 1:100

Handwritten signature



NO.	DATE	DESCRIPTION OF REVISION.
8		
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6		

REV. NO.	REV. DATE	DESCRIPTION OF REVISION.
5		NOTES:
4		DO NOT SCALE THE DRAWING
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		IF IN DOUBT, PLEASE ASK

DESIGNED	DD	<p>north SCALE- 1:100</p>
DRAWN	BGA	
CKD & APPR.	DD	
SIGN DATE	23/06/20	
FILE PATH:	D:\DAGGA\01 PROJECTS\G/M/L/M1	
DRG. NO.:	G/M/L/M1/WD/PRESENTATION DRAWINGS.	

PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22.23 AND 49 OF PIS 30 LOCATED AT MARGAO-GOIA

TITLE: PRESENTATION DRAWINGS

CLIENT: M/S. ROOFMAKERS REALTORS

JOB NO. G/N/ML

DHANANJAY DATAR AND ASSOCIATES.
ARCHITECTS AND VALUERS

BRANCH OFFICE: B-30A 3RD FLOOR, ANA COSTA FRINGE, ARLEN FATORADA SALCETE GOA, INDIA 401602
TELE: 91-777400735

HEAD OFFICE: 17/7/5, 'PONGAL', BEHIND HOTEL PANCHVATI CAURAV, OFF BHANDARKAR ROAD, SHIVAJINAGAR, PUNE, INDIA 411004
TELEFAX: 91-020-25661938, 25657890
E-MAIL: ddatar@vsnl.com, ddatar@rediffmail.com



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TYPICAL THIRD FLOOR PLAN (BUILDING C)

SCALE = 1:100

Handwritten signature and initials



NO.	DATE	DESCRIPTION OF REVISION.
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- NOTES:
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 - THIS DRAWING IS TO BE READ IN CONJUNCTION WITH OTHER RELEVANT DRAWINGS
 - IF IN DOUBT, PLEASE ASK

DESIGNED: DD
 DRAWN: BCA
 CKD & APPR: DD
 SIGN: DD
 DATE: 23/06/20
 FILE PATH: D:\00AG0A\01_PROJECTS\G/ML/M1
 DRG. NO.: G/ML/M1/WD/PRESENTATION DRAWINGS

PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22.23 AND 49 OF P.T.S 30 LOCATED AT MARGAO-GOIA
 TITLE: PRESENTATION DRAWINGS

CLIENT: M/S ROOFMAKERS REALTORS
 JOB NO.: G/M/ML

DHANANJAY DATAR AND ASSOCIATES.
 ARCHITECTS AND VALUERS
 BRANCH OFFICE: 8-304-305 FLOOR AGANI COSTA PRINCE, HELIX TOWER, SALCETE, GOA, INDIA 403602
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 TELEFAX: 91-020-25661936, 25657890
 E-MAIL: dda@vsnl.com, ddpune@gmail.com



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TYPICAL FOURTH FLOOR PLAN (BUILDING C)
SCALE = 1:100



NOS.	DATE	DESCRIPTION OF REVISION.
8		
7		
6		

REV. NO.	DATE	DESCRIPTION
5		NOTES:
4		• DO NOT SCALE THE DRAWING
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DESIGNED	DD
DRAWN	BCA
CKD & APPR.	DD
SIGN	
DATE	23/06/20
FILE PATH:	D:\DAGGA\01_PROJECTS\G/ML/M1.
DRG. NO.:	G/ML/M1/WD/PRESENTATION DRAWINGS.

PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22.23 AND 49 OF PTS 30 LOCATED AT MARGAO-GOIA

TITLE: PRESENTATION DRAWINGS

CLIENT: M/S ROOFMAKERS REALTORS

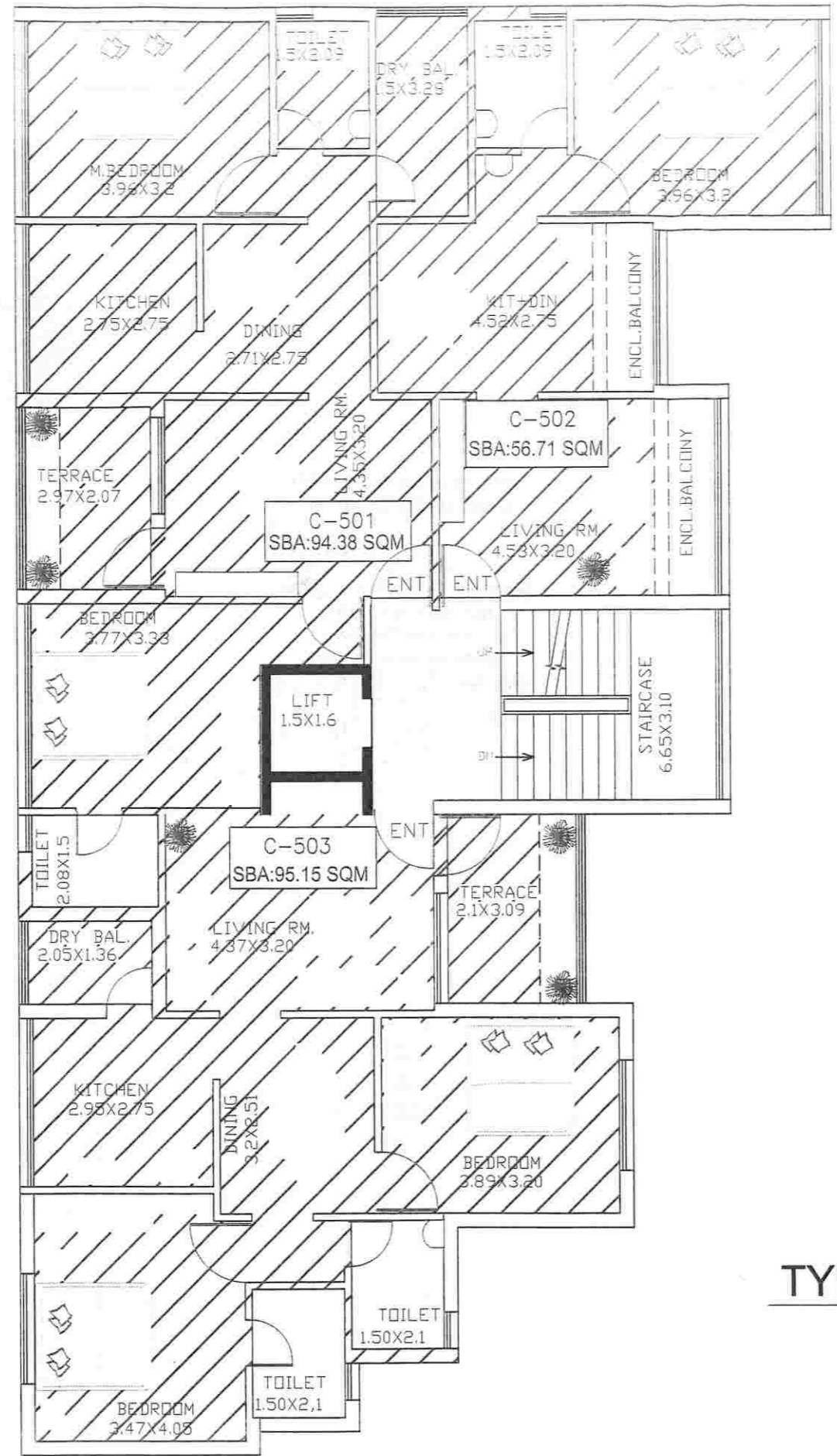
JOB NO. G/M/ML

DHANANJAY DATAR AND ASSOCIATES.
ARCHITECTS AND VALUERS

BRANCH OFFICE: B-304, 3RD FLOOR, ASHWINI CHALTA PINNACLE, WILEDATERDA, SALCETE, GOA, INDIA 403602
TEL: 91-777406735

HEAD OFFICE: 1757/8, 'PONGAL', BEHIND HOTEL, PANCHVATI GAURAV, OFF BHANDARKAR ROAD, SHIVAJINAGAR, PUNE, INDIA 411004.
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Handwritten signature

TYPICAL FIFTH FLOOR PLAN (BUILDING C)

SCALE = 1:100



NOS.	DATE	DESCRIPTION OF REVISION.
8		
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REV. NO.	REV. DATE	NOTES
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8		IF IN DOUBT, PLEASE ASK

DESIGNED: DD
 DRAWN: BCA
 CKD & APPR: DD
 SIGN: DD
 DATE: 23/06/20
 FILE PATH: G:\DDAGCA\01\PROJECTS\G/ML/M1.
 DRG. NO.: G/ML/M1/WD/PRESENTATION DRAWINGS.

PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22,23 AND 49 OF PTS 30 LOCATED AT MARGAO-GOIA
 CLIENT: M/S. ROOFMAKERS REALTORS
 TITLE: PRESENTATION DRAWINGS
 JOB NO.: G/4/ML

DHANANJAY DATAR AND ASSOCIATES.
 ARCHITECTS AND VALUERS

HEAD OFFICE: 9-304,3RD FLOOR, SHANU COSTA PINNACLE, ALEM, FATORODA SALCETE GOA, INDIA 403502
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 TELEFAX: 91-020-25661938, 25657890
 E-MAIL: ddb@vsnl.com, ddbpune@gmail.com

SELECTED BEFORE
OF WHICH I ATTEST.

Bharangali

Ram Nath A.S. Kharangale
NOTARY MARGAO
Saicete Taluka
State of Goa (India)

Reg. No. 722/2020
Date 28/10/2020

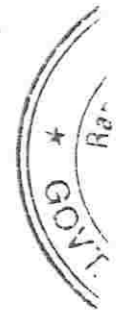
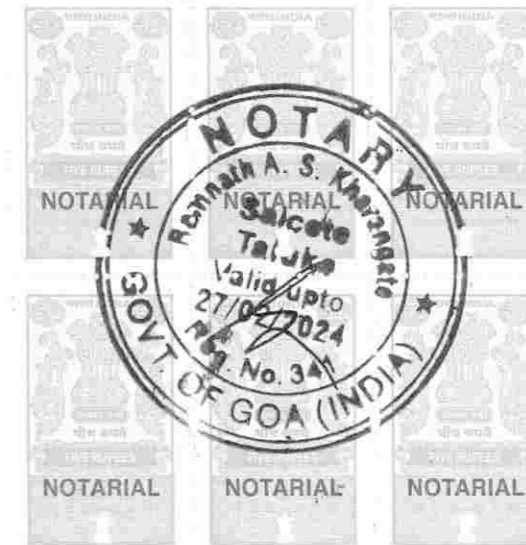


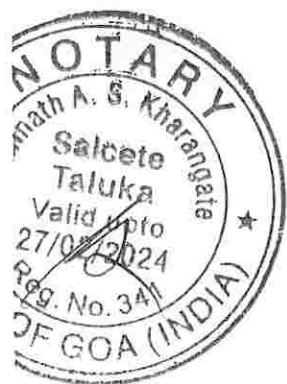
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Bharangali

Ram Nath A.S. Kharangale
NOTARY MARGAO
Saicete Taluka
State of Goa (India)

Reg. No. 763/2020
Date 06/11/2020





TRUE COPY

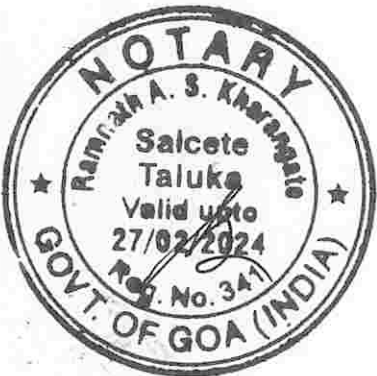
AGREEMENT -BETWEEN-

MR. MANUEL MARIA DO ROSARIO ALMEIDA

-AND-

ROOFMAKERS REALTORS

(BLOCK A & S)





गोवा GOA

Sl. No. 4365 Place of Vend: Margao. Date of Issue: 25/9/2020

596170

Value of Stamp Paper: 1000/-

Name of the Purchaser: M. Sheikh

S/o: _____ Residing at: Marg

TONY FERNANDES
Govt. Authorised Stamp Vendor
Licence No. JUDVEN-LIC/1/2013/AC-1
Shop No. 4, Ave Maria Building,
Margao-Goa Ph: 2731274

Stamp Vendor Signature: _____ Signature of Purchaser: _____

AGREEMENT

This AGREEMENT is made at MARGAO, GOA, on this 28th day of the month of September in the year Two Thousand Twenty (28/09/2020), -BETWEEN-

M.A.



1) Mr. MANUEL MARIA DO ROSARIO ALMEIDA, son of late Caetano Braancamp do Coracao de Jesus Almeida, major of age, businessman, holding Income Tax PAN Card No. [REDACTED], and Aadhar Card No. [REDACTED], resident at Fatorda, Margao, Goa, Indian National and hereafter called "THE OWNER" (which expression shall unless repugnant to the context include his heirs, assigns and legal representatives) OF THE ONE PART; -AND-

1) ROOFMAKERS REALTORS, a sole proprietorship concern, having office at Pancharatna, AS/8, 2nd floor, Margao-Goa, represented herein through its sole proprietor, Mr. MUJIB SHAIKH, son of Mr. Shaikh Hidayat, 47 years, widower, businessman, holding Income Tax PAN Card No. [REDACTED], Aadhar Card No. [REDACTED], resident of Fatorda, Margao, Goa, hereafter called "THE DEVELOPER" (which expression shall unless repugnant to the context include its assigns, successors and legal representatives) OF THE OTHER PART, and WITNESSES:

WHEREAS at Fatorda of Margao city, there exists two landed properties adjacent to each, namely (a) property known as "UNHACHEM MOLLA" or "UNHA MOLLA" described in the Land Registration Office of Salcete under No.165 of Book B-2 (old series), and enrolled in the Taluka Revenue Office under No. 952 and 959, more particularly described in the SCHEDULE "A" hereunder written, and is

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[Handwritten Signature]



hereinafter referred to as SAID PROPERTY "A" and (b) property known as "AFORAMENTO" or "OITAVO LANCO DE CUPANGALI" described in the Land Registration Office of Salcete under No. 17379 of Book B-44 (new series), and enrolled in the Taluka Revenue Office under No. 949, more particularly described in the SCHEDULE "B" hereunder written and is hereinafter referred to as SAID PROPERTY "B"; both the said properties are situated within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa;

AND WHEREAS the SAID PROPERTY "A" was originally owned and possessed by Mrs. Adelaide Florentina Quiteria de Menezes, widow of Mr. Manuel Expectacao de Almeida in whose name the same is inscribed under Inscription No. 3072;

AND WHEREAS by virtue of Deed of Partition dated 23/11/1931, executed upon the death of said Mrs. Adelaide Florentina Quiteria de Menezes before Notary Shri Francisco Xavier Theodore de Miranda, between the heirs of said Mrs. Adelaide Florentina Quiteria de Menezes, the properties left by her were partitioned amongst her heirs and the SAID PROPERTY "A" was allotted to her son named Mr. Dulcidonio Expectacao Roque do Rosario Almeida;

AND WHEREAS the SAID PROPERTY "B" was originally

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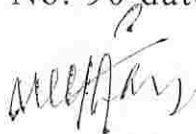
owned and possessed by Dulcidonio Expectacao Roque Do Rosario Almeida and his wife Elizena Carmelina dos Prazeres Torrado e Almeida in whose names the same is inscribed under Inscription No. 2220;

AND WHEREAS in the Inventory proceedings being Inventory Orfanologico No. 40/1944, that took place upon the death of said Dulcidonio Expectacao Roque do Rosario Almeida and his wife Elizena Carmelina dos Prazeres Torrado e Almeida, the SAID PROPERTY "A" and the SAID PROPERTY "B" were allotted to their son named Joaquim Antonio do Coracao de Jesus Almeida;

AND WHEREAS the said Joaquim Antonio do Coracao de Jesus Almeida, expired subsequently and upon his death the said inventory proceedings continued to distribute his assets and by final order dated 29/08/1947, the SAID PROPERTY "A" and the SAID PROPERTY "B" were allotted to his sister, Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida in whose name the Matriz Nos. 952, 959 and 949 are enrolled;

AND WHEREAS during her lifetime said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida, by Deed of Gift dated 14/03/1972, duly registered in the office of the Sub-Registrar, Salcete under No. 599, at pages 311 to 317 of Book No.1, Vol. No. 90 dated 08/05/1972, gifted the SAID

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PROPERTY "B" and 2/3rd of western side of the SAID PROPERTY "A" forming a separate plot in itself, more particularly described in the SCHEDULE "C" hereunder written and hereinafter for the sake of convenience is referred to as "SAID WESTERN SIDE OF PROPERTY "A", in equal shares to her nephews, Antonio Agnelo Dulcidonio Almeida, Joaquim Santana Jose Almeida, Francisco do Rosario Almeida and Manuel Maria do Rosario Almeida, all sons of her brother Caetano Braancamp do Coracao de Jesus Almeida;

AND WHEREAS the said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida then executed a Public Will on 19/3/1980 in favour of her said nephews, whereby she appointed them as her sole and universal heirs;

AND WHEREAS the said Adelaide Guiomar Azpulqueta do Coracao de Jesus Almeida expired on 30/8/1984, in the state of spinster with no lineal ascendants or descendants who would be entitled to any LEGITIMA in her assets, leaving behind her said nephews, as her universal successors as witnessed by the Deed of Succession dated 24/10/1986;

AND WHEREAS the said Antonio Agnelo Dulcidonio Almeida, Joaquim Santana Jose Almeida, Francisco do Rosario Almeida and Manuel Maria do Rosario Almeida, not desirous of continuing to hold the properties inherited by

M.A. 



them by virtue of the said Public Will dated 19/03/1980 and the said Deed of Succession dated 24/10/1986, in common, resorted to a family partition of the SAID PROPERTY "B" and the remaining eastern side of the SAID PROPERTY "A" forming a separate plot in itself, more particularly described in the SCHEDULE "D" hereunder written and hereinafter for the sake of convenience is referred to as "SAID EASTERN SIDE OF PROPERTY "A" into 25 plots, designated by numbers "1" to "25", and into roads designated by letters "A" to "C" as witnessed by Deed of Partition dated 21/8/1987, duly registered at Sr. No. 1309 at pages 466 to 468 of Book I Vol. 53 dated 29/11/88

AND WHEREAS in the above said family partition among others, Plot No.18 was transferred to the said Manuel Maria do Rosario Almeida (OWNER herein);

AND WHEREAS the said Plot No.18, forming a separate plot in itself, is more particularly described in the SCHEDULE "E" hereunder written and hereinafter for the sake of convenience is referred to as the "SAID PLOT"

AND WHEREAS the SAID PROPERTY "A" together with the SAID PROPERTY "B" were originally surveyed under Chalta No.1 of P.T. Sheet No.30 and at present comprises several numbers, in view of the Judgment dated 29/9/1987 of the Enquiry Officer, City Survey, Margao;

M.A. 



AND WHEREAS in view of the said Judgment dated 29/9/1987 of the Enquiry Officer, City Survey, Margao the said Plot No.18 is surveyed under Chalta No.22 of P.T. Sheet No.30 and is confirmed in the name of THE OWNER in the Survey records;

AND WHEREAS THE OWNER has approached THE DEVELOPER with a request to take up the development of the SAID PLOT;

AND WHEREAS THE DEVELOPER after due deliberation has accepted the proposal of THE OWNER to develop the SAID PLOT by constructing therein multi storied buildings, hereinafter referred to as "THE PROPOSED BUILDINGS" subject to the settlement of the terms of consideration and the modalities in that regard;

AND WHEREAS after due negotiations between THE OWNER and THE DEVELOPER, it has now been settled finally that THE OWNER shall make available to THE DEVELOPER the SAID PLOT fully described in the SCHEDULE "E" below, for such development and on such terms as are indicated herein below;

AND WHEREAS THE DEVELOPER shall obtain all the requisite permissions and licences required to develop the SAID PLOT and construct the proposed building, including

M.A. 



all permissions required from the Town and Country Planning Department, South Goa Planning and Development Authority, or any Planning and Development Authority as may be required, Collector of South Goa, Margao Municipal Council, and other Government Department/s or Authority, within a period of 6 (SIX) MONTHS from the signing of this Agreement;

AND WHEREAS it has been agreed that the development and the construction of the proposed building shall be at the entire cost, expenses and on the entire account of THE DEVELOPER;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1) THE OWNER hereby permits THE DEVELOPER to develop the SAID PLOT fully described in the SCHEDULE "E" below, by obtaining all permissions and licences and constructing thereon multi-storied buildings consisting of shops and residential flats, and other premises hereinafter referred to as "THE PREMISES", in accordance with the plans approved/sanctioned by requisite authority/authorities by consuming maximum permissible coverage and maximum permissible Floor Area Ratio (FAR) and as per specifications contained in the SCHEDULE "F" below;

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2) The SAID PLOT is shown as "Settlement Zone" (S1) in the approved Outline Development Plan (ODP) for Margao City where maximum permissible coverage is 40% (forty per cent) and maximum permissible FAR is 100% (one hundred per cent) and THE DEVELOPER has verified the same on the approved ODP.

3) THE DEVELOPER shall obtain at its own cost and expense all the requisite permissions and licences required to develop the SAID PLOT and construct the proposed building/s including doing the following:

- (a) Conversion of use of land from the present use to Settlement Area (S1);
- (b) Obtaining Development Order from the Planning and Development Authority;
- (c) Obtaining Licences from Margao Municipal Council;
- (d) Obtaining Licences and/or NOC from Forest Department, Health Department, Fire Department and/or any other Government Department/Authority as required to construct the said Building/s;

All the necessary permissions, Licences and NOCs required to be obtained from the competent authorities as above, shall be obtained by THE DEVELOPER within a period of 6(SIX) MONTHS from the signing of this Agreement; it is however agreed by and between the parties that all permissions, licences, NOCs shall be in the name of THE OWNER and that all the Original permissions, licences and

M. A.



NOCs shall be the property of THE OWNER.

4) If THE DEVELOPER is unable to get all or any of the permissions, Licences and NOCs within the period stipulated in Clause 3 above, except the delay caused by concerned offices in issuing such permissions, licences and NOCs for any reason attributable to THE OWNER, this Agreement shall stand automatically terminated/rescinded and without any force or effect, unless the period stipulated is extended by THE OWNER, in writing; THE OWNER shall not be bound to serve any notice or reminder, verbal or written, on THE DEVELOPER with regard to such termination;

4a) THE DEVELOPER shall be bound to communicate to THE OWNER that he/it has obtained all the permissions, licences and NOCs as stipulated in Clause 3 above; the said communication shall be accompanied by original of the approved plans, licences, NOCs, permissions, as the case may be and of the approved RCC analysis and calculations; the said documents shall remain with THE OWNER who shall allow inspection thereof whensoever required by THE DEVELOPER and/or for the purpose of obtaining certified copies of the same;

4b) THE DEVELOPER herein has appointed Shri DHANANJAY DATAR, registered under No.

M.A.



AR/0058/2012, as the Architect to plan and design the above development and also appointed Shri DAMODAR SHANBAG, registered under No. SE/0038/2010, as Engineer to carry out the structural design of the said development;

THE DEVELOPER shall be responsible to execute and to ensure that the development is properly supervised by the said Architect and/or the said Structural Engineer who has designed the above development and has carried out the structural design of the said development;

In the event of the above mentioned Architect/Structural Engineer dissociates from the said development, THE DEVELOPER shall appoint another Architect/Structural Engineer to be responsible for the said development and intimate in writing of such change to THE OWNER, and shall not carry out any development until such time that appointment of Architect/Structural Engineer is made;

4c) THE OWNER have named the said Scheme in THE SAID PLOT as "ROOFMAKERS-ORCHID" for all time to come, and until THE OWNER consents in writing, if ever, to any change.

5) After obtaining all the permissions stipulated in Clause 3 above THE DEVELOPER shall construct in the SAID

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PLOT consuming maximum permissible Coverage and maximum permissible FAR. The development and the construction of the proposed building/s shall be at the entire cost, expenses and on the entire account of THE DEVELOPER, exclusively.

These costs shall include the cost of conversion of the SAID PLOT into non-agricultural, the cost of permissions/licences/NOCs, and other costs incidental thereto, as well as, all the taxes/charges payable to the authorities from the execution of these presents such as GST and Infrastructure Tax among others.

- 6) It is expressly agreed by the parties that THE DEVELOPER, shall be entitled to enter the SAID PLOT only upon obtaining all the permissions/licences/NOCs stipulated in Clause 3 above, and only for the purpose of development, which means to commence, carry on and complete development thereof, up to the completion of the proposed building/s in all respects; the right of THE DEVELOPER will be in the nature of a licence as defined in the Easement Act; for all purposes, THE OWNER, in his capacity as Owner shall continue to have a constructive and legal possession of the SAID PLOT.

- 7) The construction and all the risks incidental thereto shall be that of THE DEVELOPER; THE DEVELOPER shall indemnify THE OWNER of any pecuniary liability that

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may arise on account of infringement of any law relating to the construction in the SAID PLOT; during the period of construction THE OWNER shall be entitled to inspect the construction and if any violation of law is found which cannot be rectified by THE DEVELOPER at his own cost and expense within a period of THREE MONTHS, after due notice to THE DEVELOPER by THE OWNER, to terminate this Agreement forthwith; however if any violation of approved plan is found due to internal changes only to THE PREMISES, the same shall be rectified/regularised by THE DEVELOPER at his own cost and expense before applying for completion and/or occupancy certificate and within the time limit of this Agreement.

8) THE DEVELOPER shall alone be responsible for any violation by THE DEVELOPER in the matter of construction to be raised in the SAID PLOT described in SCHEDULE "E" below, including the violation of approved plan/s, violation of building bye-laws and other laws.

9) THE DEVELOPER shall upon obtaining all the permissions/licences/NOCs stipulated in Clause 3 above, be entitled to enter into separate contracts in its own name with labour contractor/s, architects, engineers and other technical and other consultants for carrying out the

M-A



construction of the proposed building/s in the SAID PLOT, without any liability to THE OWNER.

10) In lieu of the consideration due to THE DEVELOPER, THE OWNER shall retain certain built-up premises, on certain floors of the said proposed building/s which shall be constructed in the SAID PLOT and upon completion of the said building project, transfer the remaining built-up premises to THE DEVELOPER; the total built-up area of THE PREMISES shall be the sum of Floor Area of premises counted for computation of maximum permissible Floor Area and area of premises not counted for computation of Floor Area by Planning and Development Authority and/or Margao Municipal Council, which includes inter alia, basement or cellar, balcony or verandah, stilt reserved parking, covered parking and lofts.

11) The parties agree that on certain floors, THE OWNER shall retain certain built-up premises which shall be constructed in the SAID PLOT and transfer the remaining built-up premises to THE DEVELOPER as stipulated in Clause 10 above and for this purpose THE OWNER and THE DEVELOPER have prepared a plan of the building to be constructed in THE SAID PLOT and have mutually and amicably decided as to the allocation of the premises on each and every floor between them;

M.A.



11(a) The said premises so chosen by THE OWNER shall belong to THE OWNER and the same are hereinafter referred to as "THE OWNER'S PREMISES" and the said premises so chosen by THE DEVELOPER shall be allotted to THE DEVELOPER and the same are hereinafter referred to as "THE DEVELOPER'S PREMISES";

11(b) The OWNER'S PREMISES are more particularly described in the SCHEDULE "G" below and are more clearly shown hatched in pink colour on the plans hereto attached.

11(c) The DEVELOPERS PREMISES are more particularly described in the SCHEDULE "H" below and are more clearly shown hatched in blue colour on the plans hereto attached.

11(d) The parties agree that, THE OWNER shall also retain (1/2) half of the STILT RESERVED PARKING area, which shall be provided in the SAID BUILDING and transfer the remaining (1/2) half STILT RESERVED PARKING area to THE DEVELOPER as stipulated in Clause 10 above and for this purpose THE OWNER and THE DEVELOPER agree to enter into a separate Agreement after the layout of the stilt parking area is finalized.

11(e) The list of plans attached to this Agreement and its

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details are shown in the SCHEDULE "J" below.

- 12) Upon obtaining all the permissions/licences stipulated in Clause 3 above and upon allotment of premises as stipulated in Clause 11 above and pending the development, THE DEVELOPER shall be at liberty and be entitled to agree to sell and/or enter into any package deal or arrangement for the allotment of THE DEVELOPER'S PREMISES (not THE OWNER'S PREMISES) to its Prospective Customers, at such price and on such terms and conditions as THE DEVELOPER may deem fit and shall also be entitled to receive the monies of sales/allotment of THE DEVELOPER'S PREMISES in the proposed building/s; THE OWNER shall not be entitled to the money received by THE DEVELOPER from such sale/allotment; however such Agreements shall not include the sale or allotment of open spaces to anyone. All such Agreements/commitments shall be valid and binding upon THE OWNER, subject to THE DEVELOPER performing the terms and conditions of this Agreement;

However in case of any default of this Agreement, the Agreements by THE DEVELOPER with third parties and/or its prospective customers, shall not come on the way of consequences of the said default; THE OWNER shall in no event be responsible or liable in respect of the repayment of monies if THE DEVELOPER fails to honour its

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commitment with third parties and/or its prospective customers;

It is only upon the execution of the final Deed of Transfer in favour of such customer/s by THE OWNER/THE DEVELOPER, that the transfer as understood under the Income Tax Act shall take place.

It is clearly agreed between the parties that the construction and other development cost of THE OWNER'S PREMISES shall form the consideration payable to THE OWNER for the sale of undivided or proportionate share in land corresponding to THE DEVELOPERS PREMISES.

13) The construction of THE OWNER'S PREMISES shall be completed as per the specifications contained in the SCHEDULE "F" below, within 3 (THREE) YEARS after obtaining Construction Licence from the Margao Municipal Council; the completion of the construction of THE OWNER'S PREMISES shall include the obtaining of occupancy certificate for the same from the Margao Municipal Council, Planning and Development Authority and/or any other competent authority.

4) In the event that THE DEVELOPER fails to complete the construction of THE OWNER'S PREMISES within the

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period stipulated in para 13 above, THE DEVELOPER shall be liable to pay to THE OWNER damages as calculated in para 14(a) below; Except where the delay is owing to non-availability of cement or other building materials in the open market, or any lockdown declared by Government, delay caused by concerned offices in issuing of occupancy/completion certificate attributable to THE OWNER, or due to force majeure; However, THE DEVELOPER shall be bound to intimate THE OWNER in writing at the beginning and also at the end of such cause of delay; in such a situation and if cause of delay is found to be genuine by THE OWNER, THE DEVELOPER may be entitled for extension of time for the period of delay for delivery of the OWNER'S PREMISES; failure by THE DEVELOPER to intimate THE OWNER in writing at the beginning and at the end of such cause of delay shall not entitle THE DEVELOPER for any extension of time for the delay for the delivery of the OWNER'S PREMISES; For the purpose of this section, the expression "force majeure" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the construction of THE OWNER'S PREMISES;

THE DEVELOPER shall not allot and deliver possession of any premises from THE DEVELOPERS PREMISES to his/their customers or any other persons unless and until the possession of all the premises to be constructed to THE

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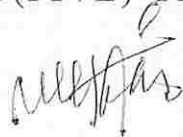
OWNER from THE OWNER'S PREMISES are delivered/handed over/offered first to THE OWNER;

(a) the damages as above mentioned shall be at the rate of 15% (fifteen per cent) per annum on the prevailing market value of the completed premises and shall be calculated on the OWNER'S PREMISES not completed by THE DEVELOPER within the period stipulated in para 13 above; the damages shall be paid by THE DEVELOPER to THE OWNER at the end of each calendar month;

(b) THE OWNER and THE DEVELOPER agree that the market rate per each square meter of the completed shops and flats on the date and year of signing of this Agreement is Rs.90,000/- (Rupees Ninety thousand only) and Rs.30,000/- (Rupees thirty thousand only) respectively and for the purpose of determining the prevailing market rate of any year as contemplated in 14(a) the above market rate shall be increased at the rate of 10% (ten per cent) per year on the previous year market rate.

15) The construction of the entire building project in the SAID PLOT (which shall include THE OWNER'S PREMISES, THE DEVELOPERS PREMISES) shall be completed within 5(FIVE) YEARS after obtaining

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Construction Licence from Margao Municipal Council; the completion of the construction of the entire building project shall include the obtaining of occupancy certificate for the said entire project from the Margao Municipal Council, Planning and Development Authority and any other competent authority.

16) In the event that THE DEVELOPER fails to complete the construction of the entire building project and get the undivided or proportionate share in the land corresponding to THE DEVELOPERS PREMISES transferred in his/its name or in the name of its prospective customers within the period stipulated in para 15 above, this Agreement shall stand automatically terminated/rescinded and without any force or effect, and in which case THE OWNER shall not be bound to serve any notice or reminder, verbal or written on THE DEVELOPER with regard to such termination, unless the period stipulated is extended by THE OWNER, in writing, on such terms and conditions as THE OWNER may deem fit; Except where the delay is owing to non-availability of cement or other building materials in the open market, delay caused by concerned offices in issuing of occupancy/completion certificate or any other reason attributable to THE OWNER, or due to force majeure; However, THE DEVELOPER shall be bound to intimate THE OWNER in writing at the beginning and also at the end of such cause of delay; in such a situation and if cause

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of delay is found to be genuine by THE OWNER, THE DEVELOPER may be entitled for extension of time for the period of delay for the completion of the entire building project; failure by THE DEVELOPER to intimate THE OWNER in writing at the beginning and at the end of such cause of delay shall not entitle THE DEVELOPER for any extension of time for the delay to complete the construction of the entire building project within the period stipulated in para 15 above;

For the purpose of this section, the expression “force majeure” shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the construction of the entire building project within the period as stipulated in para 15 above;

17) In the event this agreement is terminated/rescinded as stipulated in para 16 above, whatever constructions are made till then in the SAID PLOT shall stand automatically vested in THE OWNER without THE OWNER having to pay any compensation to THE DEVELOPER for the constructions.

18) It is expressly provided that THE DEVELOPER shall be entitled to charge, mortgage, or offer as security for any loan, THE DEVELOPER'S PREMISES in the proposed building/s (not OWNERS PREMISES) upon completion of construction thereof and/or during the progress of the



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construction work provided that THE OWNER shall in no event be liable for repayment of such loan.

19) Upon completion of the said building project, and upon THE OWNERS PREMISES are delivered/handed over to the OWNERS, THE OWNERS shall transfer the title and/or possession of THE DEVELOPER'S PREMISES and right in the SAID PLOT proportionate to the same which corresponds to approximately undivided 1213.72 sq.mts. or 56.61% of the SAID PLOT for a price of Rs.1,32,41,685/- (One Crore thirty two lakhs fourty one thousand six hundred eighty five only), in favour of THE DEVELOPER, for which expenses like Stamp duty, registration charges, cost of drafting and printing and/or any other charges, taxes, shall be borne by THE DEVELOPER

19(a) In case the transfer as stipulated at 19 above is made to each customer/nominee of THE DEVELOPER, the total consideration received by THE DEVELOPER from such customer/nominee shall be bifurcated into consideration received by THE OWNERS towards transfer of undivided share in the SAID PLOT proportionate to the premises transferred, and the remaining consideration as received by THE

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DEVELOPER towards the construction and development cost of THE DEVELOPERS PREMISES transferred.

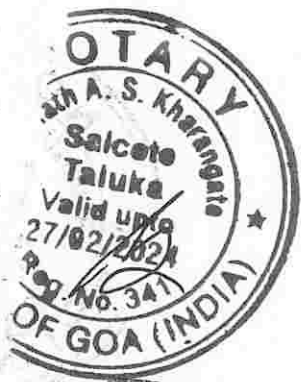
20) After the construction of the said building/s is complete, and after THE OWNER'S PREMISES are handed over to THE OWNER, whichever event is latter, THE DEVELOPER undertakes to maintain at its own cost the common facilities/amenities and security in the SAID PLOT for a period of two years.

21) After the construction of the building/s is complete, and after THE OWNER'S PREMISES are handed over to THE OWNER the customers who have acquired premises in the building/s constructed in the SAID PLOT shall form themselves into a co-operative housing maintenance or any Legal Entity, for the purpose of maintenance of the building/s and provision of common amenities. THE DEVELOPER shall facilitate or cause the formation and registration of such Legal Entity; After formation of such Legal Entity, THE OWNER will contribute to such Legal Entity only towards maintenance of THE OWNER'S PREMISES till THE OWNER'S PREMISES are sold/transferred to their prospective customers in which event their prospective customers shall be members of such Legal Entity.

22) THE OWNER makes it clear that in the event of any

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defect in title to the SAID PLOT, the same shall be got rectified by THE OWNER and that there shall be no burden cast on THE DEVELOPER to rectify or clear aforementioned title to the SAID PLOT.

23) THE DEVELOPER shall not use THE DEVELOPERS PREMISES for any purpose other than the one approved by Margao Municipal Council and shall not under any circumstances utilize the same for any other purpose or shall not permit anything to be done in the said THE DEVELOPERS PREMISES or do anything in it, which may cause noise or disturbance or nuisance to anyone whomsoever in the building/s or its surroundings.

24) In case THE DEVELOPER desires to register the entire project to be constructed in the SAID PLOT under Real Estate Regulation and Development Act, 2016 (RERA), THE OWNER shall cooperate with THE DEVELOPER in the said registration and in which case, THE DEVELOPER shall alone be responsible for any violation of the RERA Act and the rules and regulations framed thereunder by the Government of Goa including delay in completion of construction of the said building; also THE OWNER shall have full right and authority to sell / transfer / retain all or any of said premises from the said premises.

25) The OWNER and the DEVELOPER shall cooperate with

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each other to form a Maintenance Society or any Legal entity as prescribed by the law in force in order to protect preserve and maintain the buildings complex. The OWNER and the DEVELOPER hereby undertake to maintain the building and pay all their monthly contributions to the society or legal entity with utmost diligence and duty and without any delay.

26) In case of any dispute between the parties hereto in respect of price or value of compensation as referred above, the same shall be settled by referring such dispute for arbitration as provided under the Law of Arbitration in force at the relevant time.

27) In the event arbitration proceedings are required, notices in the same shall be served at the address of the parties specified in the present Agreement.

28) All letters to THE OWNER shall be deemed to have been duly served if posted by Registered Post A.D. at the under mentioned address:-

Mr. Manuel Almeida,
H. No. 669, Behind Petrol Pump,
Fatorda, Margao,
Goa - 403602

All letters to THE DEVELOPER shall be deemed to have

M. A.



been duly served if posted by Registered Post A.D. at the under mentioned address:-

Roofmakers Realtors,
AS/8, 2nd floor,
Pancharatna 'A' bldg.
Margao,
Goa - 403601

OR

Mr. Mujib Shaikh
F-5, Lima Residency,
Near P.W.D., Fatorda,
Margao,
Goa - 403602

- 29) Both the parties are entitled for the specific performance of this Agreement.
- 30) The original of this Agreement shall remain with THE OWNER who shall allow inspection thereof whensoever THE DEVELOPER so reasonably require and the duplicate or certified true copy shall remain with THE DEVELOPER.

SCHEDULE "A"

(Description of property)

ALL THAT landed property known as "UNHACHEM MOLA" or "UNHA MOLLA", situated at Fatorda, Margao,

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within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, described in the Land Registration Office of Salcete under No. 165 of Book B-2 (old series) and enrolled in the Taluka Revenue Office under No. 952 and 959, and bounded as under:

East by the boundary of Arlem Village
West & South by the property of Comunidade and
North by nalla

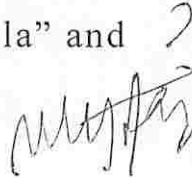
SCHEDULE "B"

(Description of Property)

ALL THAT landed property known as "AFORAMENTO" or "OITAVO LANCO DE CUPANGALI", situated at Fatorda, Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, described in the Land Registration Office of Salcete under No. 17379 of Book B-44 (new series) and enrolled in the Taluka Revenue Office under No. 949, and bounded as under:

East by the property of Constancio Piedade de Cruz
West by the of Joaquim Curumbim and others
North by the property known as "Unhachem Molla" or "UnhaMolla" and

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South by the property of Constancio Cruz and heirs of Jose Curumbim

SCHEDULE "C"

(Description of property)

ALL THAT western portion being 2/3rd of the property described under SCHEDULE "A", being separate, distinct and independent unit in itself and bounded as under:

East by the road reserved by the Comunidade of Margao and by the remaining 1/3rd of the same property and property of Joaquim Dias

West by the properties of Piedade Braganca and heirs of Francisco Xavier Lourenco

North by properties of the said Joaquim Dias, reserved road, property of the Burmah Shell & Co., reserved road, Joaquim Fernandes, Sadekar, reserved road and by properties of Sadanan dLadu Borkar, Alfredo Fernandes, reserved road, property of Isac Khan and

South by properties of Joao Camilo, Antonio Gomes, road and property of Joaquim Silva

SCHEDULE "D"
(Description of property)

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ALL THAT eastern portion being 1/3rd of the property described under SCHEDULE "A", being separate, distinct and independent unit in itself and bounded as under:

- East by the eastern bypass highway
- West by properties surveyed under Chalta Nos 23, 49 and 50 of P.T. Sheet No. 30.
- North by properties of the said Joaquim Dias and nallah
- South By properties surveyed under chalta No. 3 of P.T. Sheet No. 47, chalta Nos. 6, 7, 8 and 9 of P.T. Sheet No 48 and chalta no 1 of P.T. Sheet No. 48

SCHEDULE "E"

(Description of the SAID PLOTS)

ALL THAT landed plot, being PLOT No.18, admeasuring 2,144sq.mts, bearing Chalta No. 22 of PTS No. 30, forming part of the property described in the SCHEDULE "D" herein above mentioned and bounded as under:

- East By property bearing Chalta no.23 of PTS no.30
- West by 10 mts wide road
- North by 10 mts. wide road
- South by property bearing ChaltaNo.49 of PTSNo. -30

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SCHEDULE "F"
(Specifications)

STRUCTURES:

The building/s shall have R.C.C. framed structures of columns, beams and slabs. The top flat slab, underground and overhead water tanks, water closets and bathrooms shall be waterproofed through a recognised waterproofing company. The roof shall be covered with Mangalore tiles if sloping.

WALLS:

The internal partition walls will be brick masonry and the external walls will be brick/laterite or concrete masonry

PLASTER:

All external surface of the building will be plastered with two coats of cement mortar sand faced finished with Apex paint. Internal walls will be plastered with one coat of cement mortar and finished smooth with wall putty and oil bound distemper (Asian Pain)

FLOORING:

The flooring will be provided with Vermora or equivalent quality of vitrified tiles (60 x 60) cms.

DOORS & WINDOWS: a

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Main door will be of teak wood frame and attractive decorative panels of teak wood and brass fittings; for main door Europa triple locking type night latch will be provided. All other door frames shall be of salwood or equivalent wood of sizes 2.5"x4.0". Bedroom doors shall be of FRP doors or equivalent.

Windows shall be of powder coated aluminium frames with shutters with glass.

KITCHEN:

The kitchen will have a cooking platform with granite top and stainless steel sink with drain board. Ceramic tiles or equivalent lining 60 cms above the platform will be provided. Provision for exhaust fan and electronic water purification system shall be made in the kitchen.

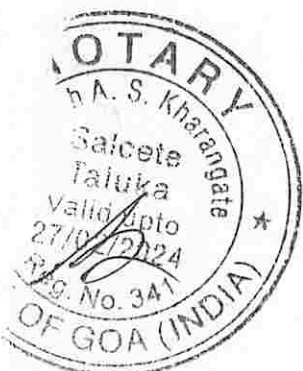
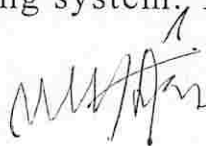
WATER TANKS:

A common underground sump with a common electric pump and a common overhead tank will be provided. Bungalows and Row Houses shall have individual overhead tank

PLUMBING AND SANITARY:

All plumbing work will be concealed from inside and open pipes from outside. White glazed European WC unit will be provided with flushing system. The sanitary installation will

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be in accordance with the Municipal specifications. Shower and wash basin will be provided will be of Cera, Hindware or equivalent; All sanitary fittings shall be chromium plated of

Ben aleve make or equivalent.

Hot and cold system will be provided in Bathrooms

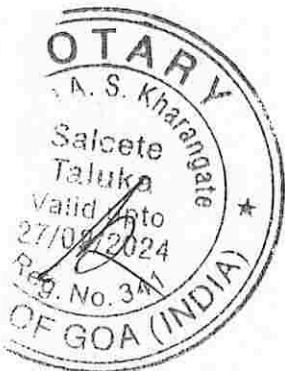
ELECTRICAL INSTALLATIONS:

The electric wiring will be concealed copper wiring of PVC insulation of premium brand such as Finolex or equivalent with modular electrical switches of Anchor/Legrand make or equivalent as under:

- a) In living/dining room: two light points, one fan points and two 5 Amp sockets, one bell point, one telephone point and one TV point will be provided.
- b) In Bed Room: two light points, one fan point, one 5 Amp socket will be provided. One AC point in master bedroom will be provided
- c) In Kitchen: one light point, one 5 Amp and one 15 Amp socket shall be provided
- d) In Toilet/Bath: one light point each and one 15Amp socket will be provided
- e) Balconies: One light point
- f) Staircase: two way switch on each landing

MISCELANEOUS:

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Lifts and common spaces with 24 hours back-up generator will be provided for the building. All surrounding open spaces will be covered with landscaped gardens well laid by professionals. Other amenities shall include, well-lit street lights around the scheme.

SCHEDULE "G"

(OWNERS PREMISES – shown in pink colour boundary lines)

Sn	Flat No.	Carpet Area Flat - A	Carpet Area Balcony -B	Total Carpet Areas (A+B)	Built Up Area-Flats	Covered Terrace	Total Built Up Area	Common Areas	Saleable Area
Bldg –A First Floor									
1	A-101	64.00	6.67	70.67	80.45	4.71	85.16	9.67	94.83
2	A-102	67.37	6.16	73.53	84.17	4.64	88.81	10.09	98.90
3	A-103	66.07	6.88	72.95	83.22	4.98	88.20	10.02	98.22
4	A-104	43.79	5.47	49.26	56.44	6.91	63.35	7.19	70.54
5	A-105	64.61	6.76	71.37	81.27	4.71	85.98	9.76	95.74
Bldg A – Fourth Floor									
6	A-401	64.00	6.67	70.67	80.45	4.71	85.16	9.67	94.83
7	A-402	67.37	6.16	73.53	84.17	4.64	88.81	10.09	98.90
8	A-403	66.07	6.88	72.95	83.22	4.98	88.20	10.02	98.22
9	A-404	43.79	5.47	49.26	56.44	6.91	63.35	7.19	70.54
10	A-405	64.61	6.76	71.37	81.27	4.71	85.98	9.76	95.74
Bldg A- Fifth Floor									



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11	504	43.79	5.47	49.26	56.44	6.91	63.35	7.19	70.54
Bldg S - Ground Floor - Shops									
12	SH-06	24.01	7.85	31.86	26.70	8.73	35.43	0	35.43
13	SH-07	25.53	7.85	33.38	27.13	10.01	37.14	0	37.14
14	SH-08	22.72	7.85	30.57	24.34	7.21	31.55	0	31.55
15	SH-09	24.24	7.85	32.09	26.05	8.93	34.98	0	34.98
16	SH-10	24.24	7.85	32.09	26.05	8.93	34.98	0	34.98
17	SH-11	24.24	7.85	32.09	26.05	8.93	34.98	0	34.98
18	SH-12	24.24	7.85	32.09	27.33	9.37	36.70	0	36.70

SCHEDULE "H"

(DEVELOPERS PREMISES—shown in blue colour boundary lines)

Sn	Flat No.	Carpet Area Flat - A	Carpet Area Balcony -B	Total Carpet Areas (A+B)	Built Up Area-Flats	Covered Terrace	Total Built Up Area	Common Areas	Saleable Area
Bldg-A Second Floor									
1	A-201	64.00	6.67	70.67	80.45	4.71	85.16	9.67	94.83
2	A-202	67.37	6.16	73.53	84.17	4.64	88.81	10.09	98.90
3	A-203	66.07	6.88	72.95	83.22	4.98	88.20	10.02	98.22
4	A-204	43.79	5.47	49.26	56.44	6.91	63.35	7.19	70.54
5	A-205	64.61	6.76	71.37	81.27	4.71	85.98	9.76	95.74
Bldg A – Third Floor									
6	A-301	64.00	6.67	70.67	80.45	4.71	85.16	9.67	94.83
7	A-302	67.37	6.16	73.53	84.17	4.64	88.81	10.09	98.90
8	A-303	66.07	6.88	72.95	83.22	4.98	88.20	10.02	98.22
9	A-304	43.79	5.47	49.26	56.44	6.91	63.35	7.19	70.54
10	A-305	64.61	6.76	71.37	81.27	4.71	85.98	9.76	95.74
Bldg A – Fifth Floor									
11	A-501	64.00	6.67	70.67	80.45	4.71	85.16	9.67	94.83



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12	A-502	67.37	6.16	73.53	84.17	4.64	88.81	10.09	98.90
13	A-503	66.07	6.88	72.95	83.22	4.98	88.20	10.02	98.22
14	A-505	64.61	6.76	71.37	81.27	4.71	85.98	9.76	95.74
Bldg S-Ground Floor - Shops									
15	SH-01	24.47	7.83	32.30	27.58	9.34	36.92	0	36.92
16	SH-02	24.47	7.83	32.30	26.29	8.90	35.19	0	35.19
17	SH-03	24.47	7.73	32.30	26.29	8.90	35.19	0	35.19
18	SH-04	24.47	7.83	32.30	26.29	8.90	35.19	0	35.19
19	SH-05	25.43	8.15	33.58	27.29	9.23	36.52	0	36.52
20	SH-13	28.14	9.15	37.29	31.48	10.79	42.27	0	42.27
21	SH-14	28.14	9.15	37.29	30.20	10.35	40.55	0	40.55
22	SH-15	28.14	9.15	37.29	31.48	10.79	42.27	0	42.27

SCHEDULE "J"

(List of Plans Attached to this Agreement)

Sn	Plan	Description	Details Shown
1	Plan-1	Site Plan	Location of Block-A & S
2	Plan-2	Block-S	Developers Shops shown in blue colour and Owners Shops shown in pink colour
3	Plan-3	Block-A (First Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
4	Plan-4	Block-A (Second Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
5	Plan-5	Block-A (Third Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour



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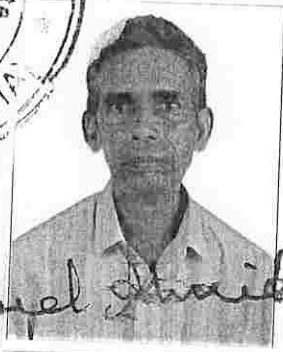
6	Plan-6	Block-A (Fourth Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour
7	Plan-7	Block-A (Fifth Floor)	Developers Flats shown in blue colour and Owners Flats shown in pink colour

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month, year and place first hereinabove mentioned.

SIGNED AND DELIVERED

BY THE WITHIN NAMED

THE OWNER:



NO. *Manuel Almeida*

Manuel Almeida

Mr. MANUEL MARIA DO ROSARIO ALMEIDA

LEFT HAND FINGER PRINTS:



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[Handwritten signature]



RIGHT HAND FINGER PRINTS



SIGNED AND DELIVERED
BY THE WITHIN NAMED
THE DEVELOPER:

Mujib Shaikh



ROOFMAKERS REALTORS
represented herein by its
proprietor Mr. MUJIB
SHAIKH

LEFT HAND FINGER PRINTS:



M.A. *Mujib Shaikh*



RIGHT HAND FINGER PRINTS



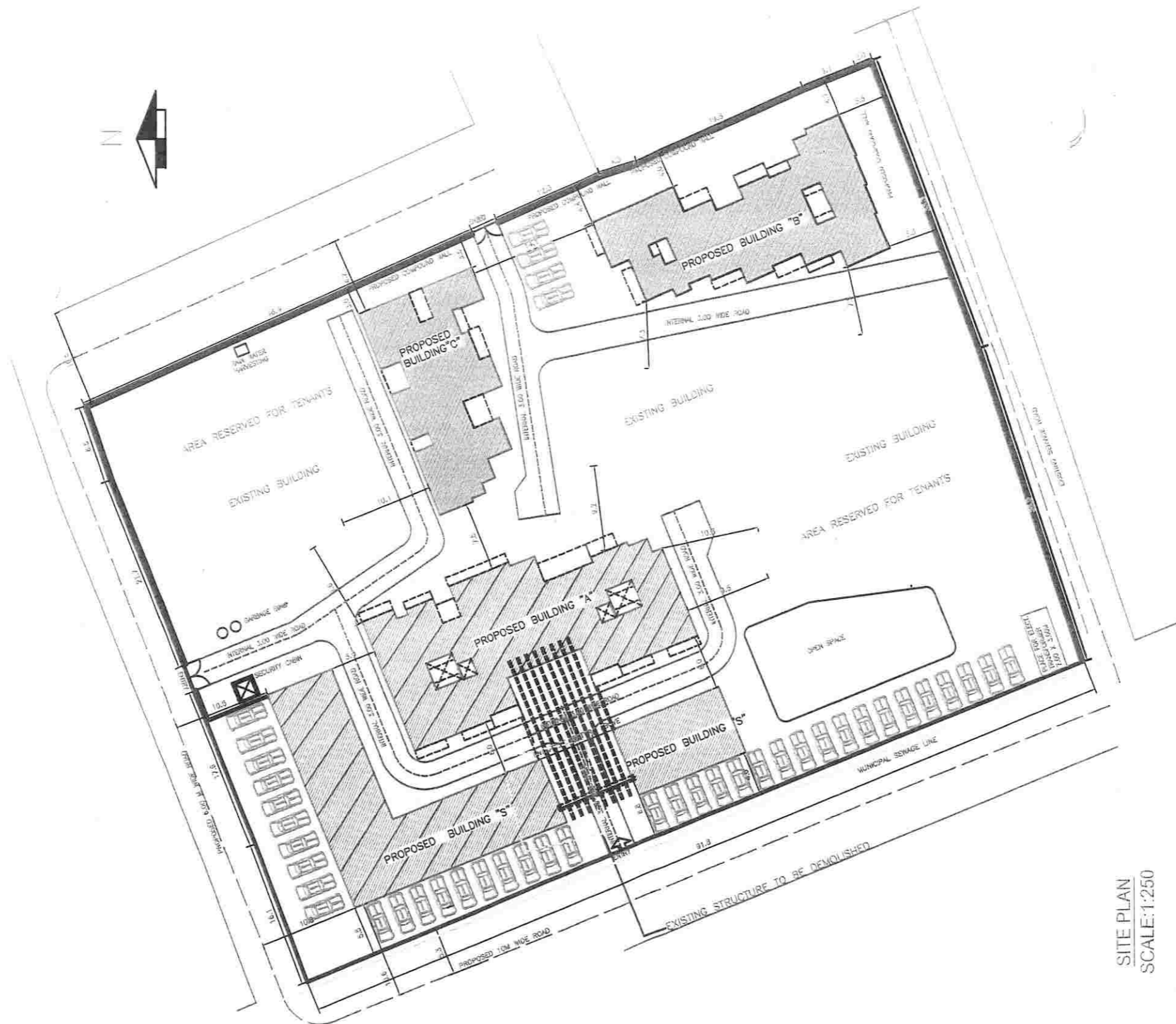
WITNESSES:

1. KAM KARLAWAN DAC. Jutekawa-1m

2. MD. Shamsad. Bud

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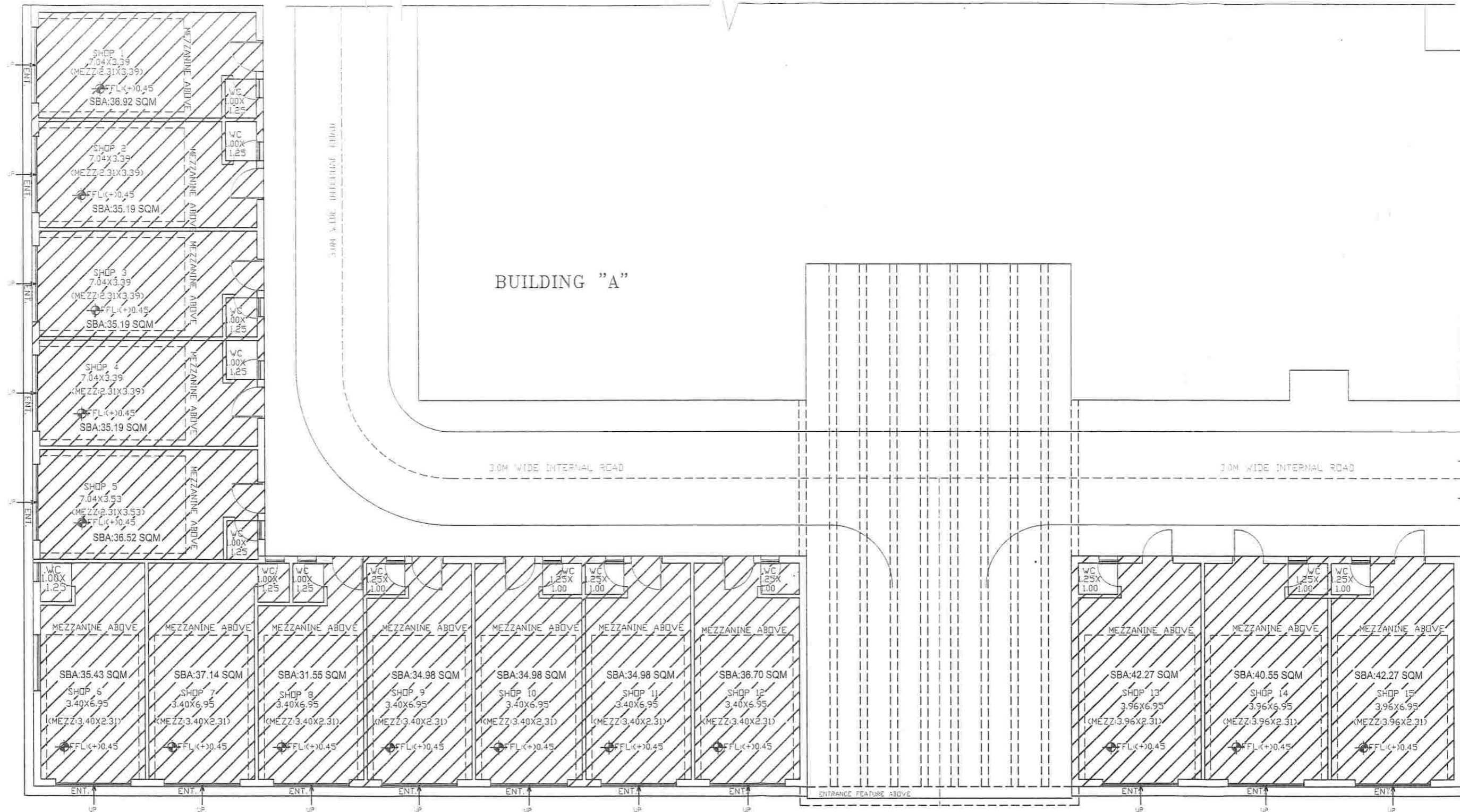
SITE PLAN
SCALE: 1:250

NOTARY
A. S. Kharangate
Salcete
Taluka
Valid upto
7/02/2024
No. 341
GOA (INDIA)

NOTARY
A. S. Kharangate
Salcete
Taluka
Valid upto
7/02/2024
No. 341
GOA (INDIA)

M.A.
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GROUND FLOOR PLAN (BUILDING S)
SCALE = 1:100

NOTARY
A. S. Kharangate
Salcete Taluka
Goa (INDIA)
7/02/2024
No. 341

REV. NO.	DATE	DESCRIPTION OF REVISION
1		WITH OTHER RELEVANT DRAWINGS
2		ANY DISCREPANCY IS TO BE BROUGHT TO THE NOTICE OF OUR OFFICE
3		THIS DRAWING IS TO BE READ IN CONJUNCTION
4		ALL DIMENSIONS ARE IN METERS
5		ONLY WRITTEN DIMENSIONS TO BE FOLLOWED
6		DO NOT SCALE THE DRAWING

DESIGNED DD
DRAWN BGA
CHKD & APPR. DD
SIGN DATE 23/05/20
FILE PATH: D:\DDAQQA\01\PROJECTS\G/ML/M1.
DRG. NO.: G/ML/M1/WD/PRESENTATION DRAWINGS.

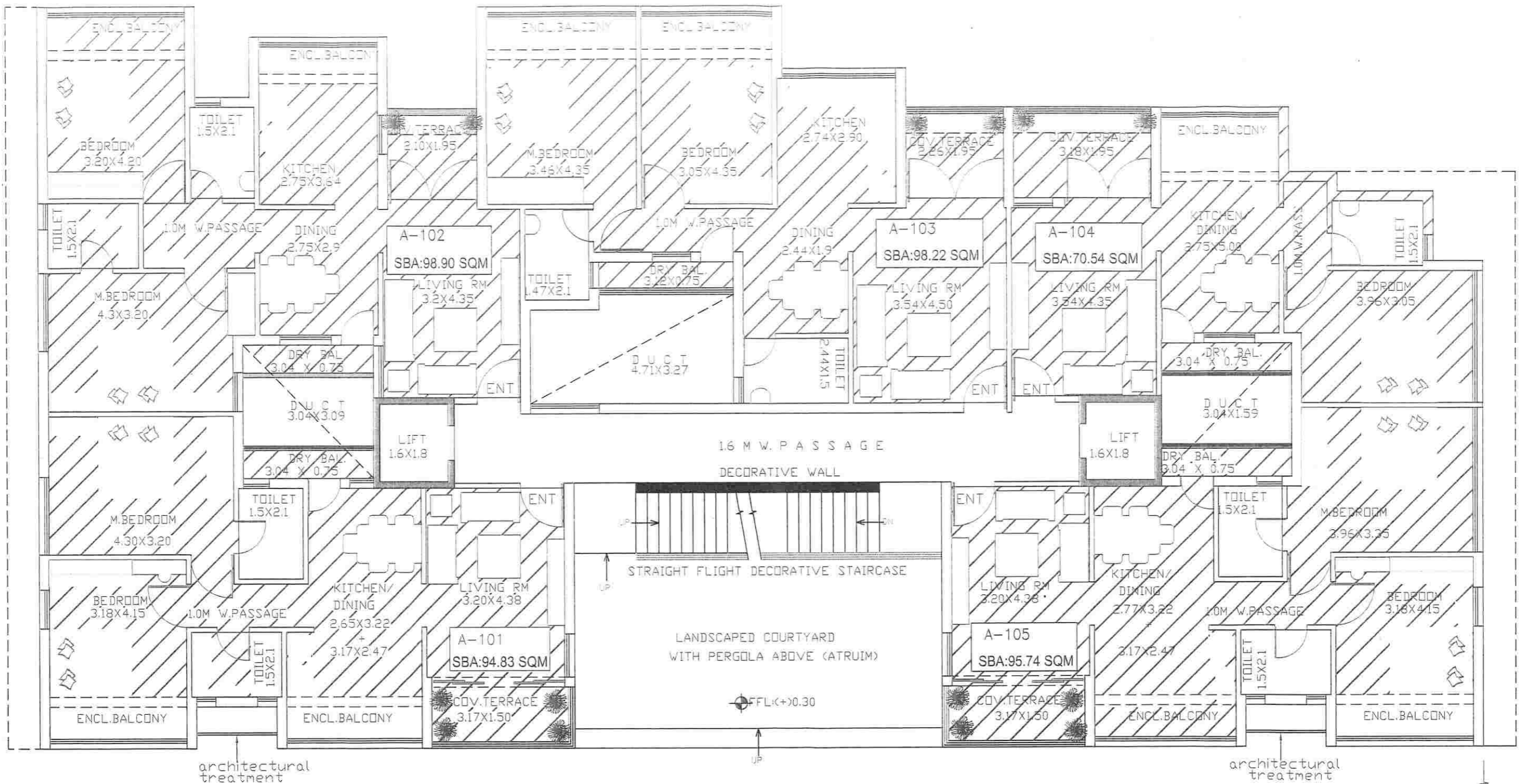
PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22.23 AND 49 OF P.TS 30 LOCATED AT MARGAO-GOA
TITLE: PRESENTATION DRAWINGS

CLIENT: M/S ROOFMAKERS REALTORS
JOB NO. G/M/ML

DHANANJAY DATAR AND ASSOCIATES ARCHITECTS AND VALUERS
BRANCH OFFICE: 9-304, 3RD FLOOR, ANSA COSTA PRINCIPLE, PLEIA FORTORA SALCETE GOA, INDIA 403502
TELE: 91-7774006733
HEAD OFFICE: 787/6, "PONDAL", BEHIND HOTEL PANCHAJANYA OFF. BHANDARKAR ROAD, SHIVAJINAGAR, PUNE, INDIA 411004
TELEFAX: 91-020-25651936, 25657890
E-MAIL: ddatar@vsnl.com, ddatar@rediffmail.com

M-A. *[Signature]*

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TYPICAL FIRST FLOOR PLAN (BUILDING A)

SCALE = 1:100

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NO.	DESCRIPTION OF REVISION.
8	
7	
6	

REV. DATE	REV. NO.	DESCRIPTION OF REVISION.
	1	IF IN DOUBT, PLEASE ASK
	2	THIS DRAWING IS TO BE READ IN CONJUNCTION WITH OTHER RELEVANT DRAWINGS
	3	ANY DISCREPANCY IS TO BE BROUGHT TO THE NOTICE OF OUR OFFICE.
	4	ONLY WRITTEN DIMENSIONS TO BE FOLLOWED
	5	DO NOT SCALE THE DRAWING

DESIGNED: DD
DRAWN: BCA
CHK & APPR.: DD
SIGN: DD
DATE: 23/06/20
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DRG. NO.: G/ML/M1/WD/PRESENTATION DRAWINGS.

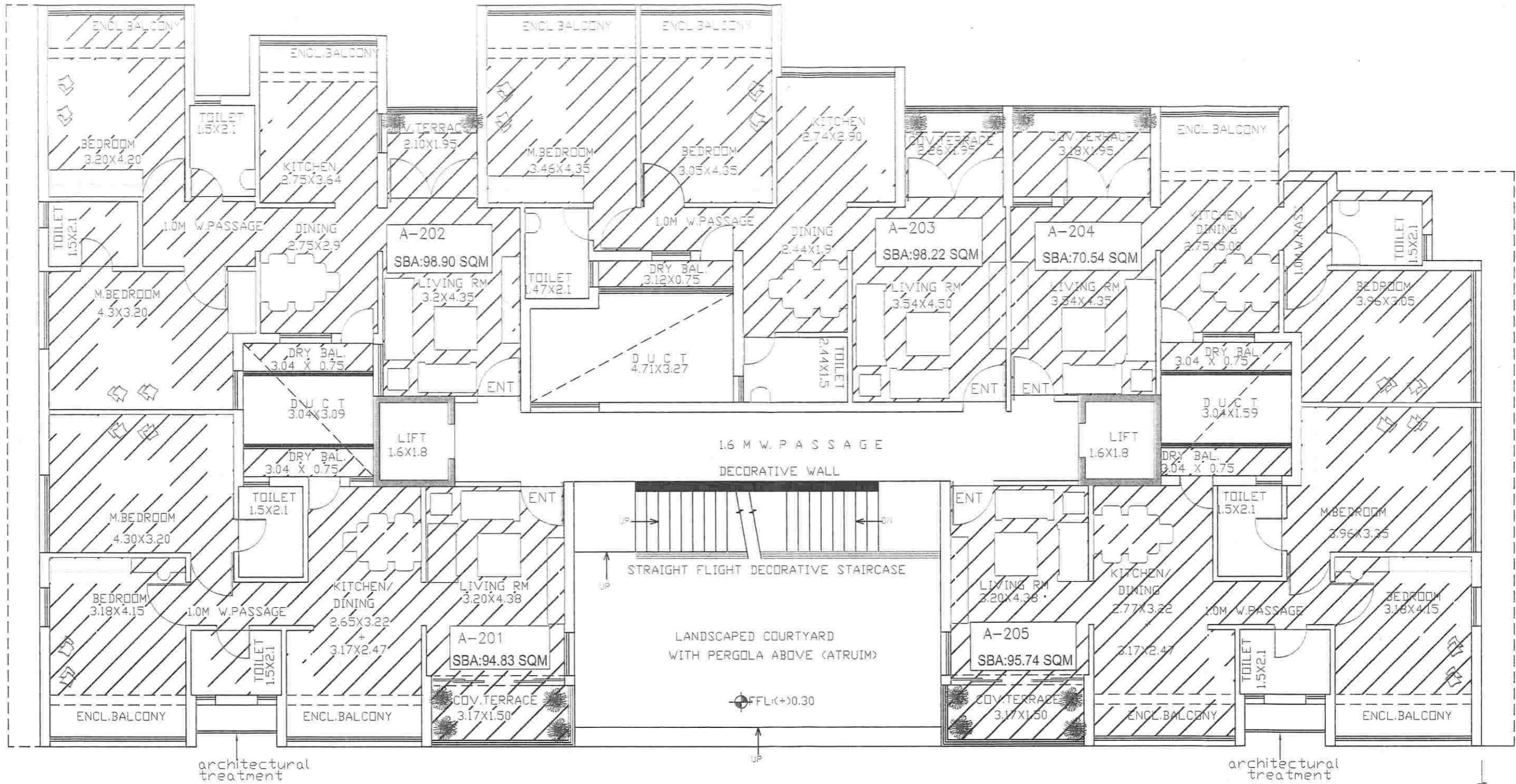
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TITLE: PRESENTATION DRAWINGS

CLIENT: M/S ROOFMAKERS REALTORS
JOB NO.: G/M/ML



DHANANJAY DATAR AND ASSOCIATES.
ARCHITECTS AND VALUERS
BRANCH OFFICE: B-304, 2ND FLOOR, ASHAN COSTA PAVILLON, ARLEM, FATORDA, SALCETE, GOA, INDIA 403002
TELE: 91-7774066735
HEAD OFFICE: 747/8, 'PONGAL', BEHIND HOTEL PANCHHATI GAURAV, OFF BHANDARKAR ROAD, SHIVAJINAGAR, PUNE, INDIA 411004.
TELEFAX: 91-020-25681936, 25657960
E-MAIL: ddatar@vsnl.com, ddatarpune@gmail.com

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TYPICAL SECOND FLOOR PLAN (BUILDING A)

SCALE = 1:100

M.A.
M.A. Datar



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DRG. NO.: 0/ML/M1/00/PRESENTATION DRAWINGS.

PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22,23 AND 49 OF P.T.S. 30 LOCATED AT: HANGAD-GOA
TITLE: PRESENTATION DRAWINGS

CLIENT: M/S. ROOFMAKERS REALTORS
JOB NO.: G/M/ML



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TYPICAL THIRD FLOOR PLAN (BUILDING A)

SCALE = 1:100

M.A.
[Signature]



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PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22, 23 AND 29 OF PTS 30 LOCATED AT MARGAO-GOA

TITLE: PRESENTATION DRAWINGS

CLIENT: M/S. ROOFMAKERS REALTORS

JOB NO. G/M/ML

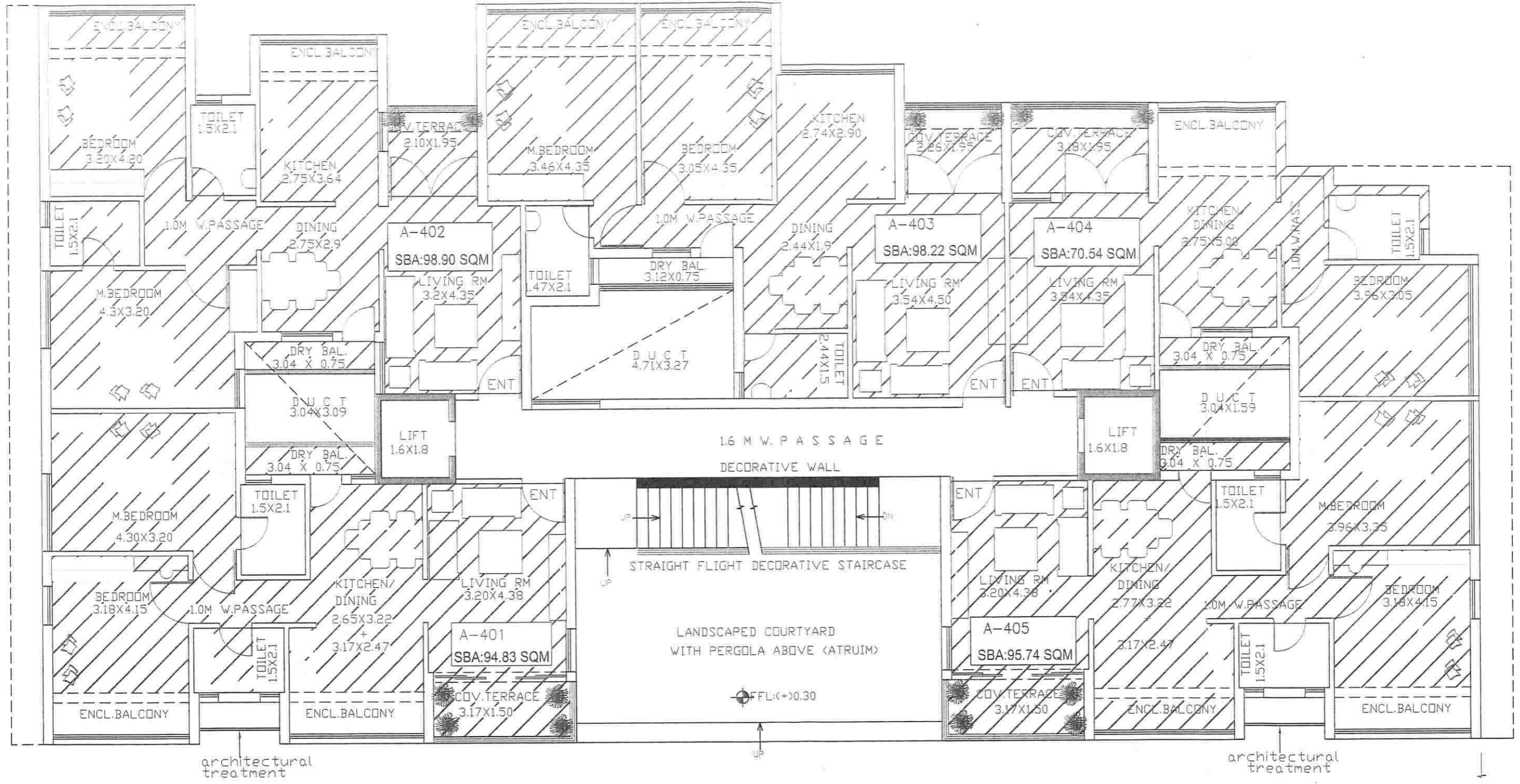


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TYPICAL FOURTH FLOOR PLAN (BUILDING A)

SCALE = 1:100

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PROJECT: PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING FOR MR. JOSE ALMEIDA & OTHERS ON PLOT BEARING CHALTA NO. 22,23 AND 19 OF P73/39 LOCATED AT MARGAO-GOIA.
 TITLE: PRESENTATION DRAWINGS

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TYPICAL FIFTH FLOOR PLAN (BUILDING A)

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M.A. *[Signature]*



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TITLE: PRESENTATION DRAWINGS

CLIENT: M/S. ROOFMAKERS REALTORS

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TELEFAX: 91-020-25661936, 25657890

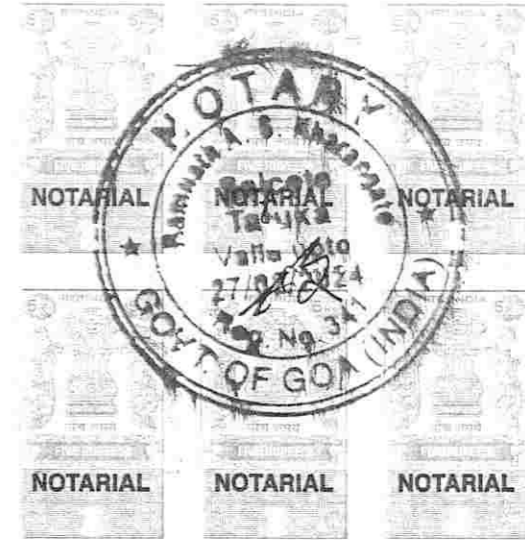
E-MAIL: dda@vsnl.com, ddpune@gmail.com

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IN WHICH I AM

Bharangali

Ramath A.S. Kharangak.
NOTARY MARGAO
Salcete Taluka
State of Goa (India)

Reg No. 726/2020
Date 28/10/2020



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