

(₹ One Lakh Eighty Eight Thousand Five Hundred Only)

FOR CITIZEN CREDIT
CO-OP. BANK LTD.

AUTHORISED SIGNATORY

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.1 & 16, SAPANA TERRACES C.H.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 403 802

D-5/STP(V)/C.R./35/33/2011-RD

भारत 12080
178284



INDIA

NON JUDICIAL गोवा
JAN 16 2019

16:02

Rs.0188500/- PB7122

STAMP DUTY

GOA

Name of Purchaser Zion Builders



AGREEMENT FOR DEVELOPMENT, CONSTRUCTION
AND SALE

THIS AGREEMENT is made and executed in this city of Vasco,
Taluka and Sub-District of Mormugao, District of South-Goa, State of
Goa, on this 16th day of January 2019.

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Condt.....2/-

Shunho

M. Vas

Jeenukelhar

[Signature]

[Signature]

BY AND BETWEEN:

1. **MRS. ROSARIA RODRIGUES**, w/o. Late Mr. Jose Nolasco Vas, aged 64 years, housewife, widow, Indian National, Aadhar Card bearing No. 737235982490, and her son;



MR. LASLIE VAZ, s/o. Late Mr. Nolasco Vaz, aged 37 years, married, service, Indian National, through its constituted attorney holder **MRS. ROSARIA DA CUNHA**, w/o. Mr. Laslie Vaz, aged 38 years, housewife, married, Indian National, Aadhar Card bearing No. 386921557307, r/o. H. No. 193, Rumabhat, Goa, vide General Power of Attorney dated 23/03/2017 executed before the Assistant Consular Officer, Embassy of India, Abu Dhabi, UAE, and his wife;

3. **MRS. ROSARIA DA CUNHA**, w/o. Mr. Laslie Vaz, aged 38 years, housewife, married, Indian National, Aadhar Card bearing No. 386921557307, all r/o. H. No. 193, Rumabhat, Goa, and;

4. **MR. DENCYL VAZ**, s/o. Late Mr. Peter Vaz, aged 40 years, service, Indian National, having PAN Card bearing No. AFXPV1567K, Aadhar Card bearing No. 904681994660, and his wife;

5. **MRS. SONYA LINDA DAMSHECAR**, w/o. Mr. Dencyl Vaz, aged 35 years, married, housewife, Indian National, having

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Amke *M. Vaz* *Shamshada* *Shadan*

PAN Card bearing No. CTDPD1729H, Aadhar Card bearing No. 730396632415, both r/o. H. No. 117, Patrong Baina, Vasco-Da-Gama, Goa, and;

6. **MRS. DILZA VAZ**, d/o. Late Mr. Peter Vaz, aged 37 years, service, 39 years, housewife, Indian National, and her husband;
7. **MR. CRUZ AFONSO**, s/o. Mr. Rosario Afonso, aged 45 years, service, Portuguesa Nationality, having Certificate of Registration Overseas Citizen of India bearing No. A367600, both resident of 101, Beaconsfield, Southall, Middlesex, UBI 1BU, U.K. represented through constituted attorney **MR. DENCYL VAZ**, s/o. Late Mr. Pedro Benedito Vaz, aged 37 years, service, r/o. H. No. 185, Patrong Baina, Vasco-Da-Gama, Goa vide Special Power of Attorney dated 17/08/13 executed before Adv. Ulhas G. Shetye under No. 3031/2013, and;
8. **MISS. MARGARIDA BASILIA SILVIA VAS**, d/o. Late Mr. Joao Bernardo Salvador Vas, aged 59 years, landlady, spinster, Indian National, having PAN Card bearing No. ALOPV6163G, Aadhar Card bearing No. 433950895012, r/o. H. No. 185, behind Chowgule Bungalow, Patrong Baina, Vasco-Da-Gama, Goa, hereinafter referred to as the **"OWNERS-CUM-PROSPECTIVE VENDORS"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, administrators, executors, successors and assigns) of the **ONE PART**.

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AND

Condt.....4/-

Condt *M. Vaz* *Shankar* *Shankar*

M/S. ZION BUILDERS, a partnership firm, registered under the Indian Partnership Act, 1932, (PAN No. AAVFZ3264E), having its registered office at Cortalim, Goa and represented herein by namely:

1) **MR. DINESH S. NADAR**, son of Salvaraju Nadar, holder of Aadhaar card no. 6888 4596 5131, P.A.N. No. AEOPN5129F, aged 31 years, businessman, bachelor, residing at flat no. AS-3, Mangirish Prasad Co-operative housing society, opposite Babu Naik house, Aquem, Margao, Goa, represented by his constituted attorney **MR.**

MAHESH V. S. NADAR, son of Salvaraju Nadar, holder of Aadhaar card no. 6836 7685 4233, P.A.N. No. AHUPN5526B, aged 30 years, businessman, bachelor, residing at Flat No. AS-3, Mangirish Prasad Co-operative housing society, opposite Babu Naik house, Aquem, Margao, Goa vide Power of Attorney dated 14/07/2015 executed before the Notary Advocate Uday D. Chodnekar, Marago, Goa under No. 14613/15 and 2) **MR. MAHESH V. S. NADAR**, son of Salvaraju Nadar, holder of Aadhaar card no. 6836 7685 4233, P.A.N. No. AHUPN5526B, aged 30 years, businessman, bachelor, residing at Flat No. AS-3, Mangirish Prasad Co-operative housing society, opposite Babu Naik house, Aquem, Margao, Goa, hereinafter referred to as the **"DEVELOPER-CUM-PROSPECTIVE PURCHASER"** (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS the **OWNERS** herein are the owners-in-possession of property being the "Lote No. 962/A" admeasuring 524 sq. mtrs. situated at Baina, Vasco-Da-Gama, within the jurisdiction of Mormugao Municipal Council, Taluka and Sub-District of

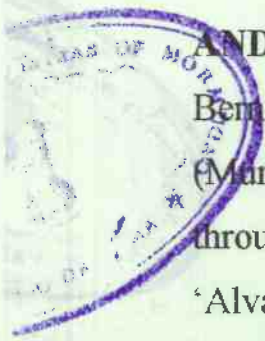
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Curke *N. val* *Shamshin* *DRB*

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Mormugao, District of South Goa, State of Goa, with a house constructed thereon, described under Description No. 38,606 at Folio 11 of Book B No. 100, of New Series and enrolled with the Land Revenue Office of Mormugao under Matriz No. 2508, presently surveyed under Chalta No. 50 of P. T. Sheet No. 136 of the City Survey of Vasco-Da-Gama, more particularly described in the **SCHEDULE A** hereinafter written and hereinafter referred to as the **"SAID PROPERTY"**.



AND WHEREAS the **SAID PROPERTY** was allotted to Mr. Joao Bernardo Salvador by the 'Commissao' Municipal de Mormugao (Municipal Committee of Mormugao), permanently on 'aforamento' through Annual Lease Rent of Rs. 10/- (Rupees ten only), on by 'Alvara' issued by the Governor General of State of India, on 11.08.1941.

AND WHEREEAS permanent possession of the **SAID PROPERTY** was given to Mr. Joao Bernardo Salvador Vas, as during the inspection it was found that the concessionaire had maintained the dimensions, area and boundaries, as recorded in the respective deed of demarcation and provisional possession, with the respective plan and licence.

AND WHEREAS the **SAID PROPERTY** was allocated to Mr. Joao Bernardo Salvador Vas, on yearly lease rent of Rupees ten, nine annas and four pies, payable in only one instalment between 2 and 31 January, every year.

AND WHEREAS the said property was allocated to the Vendors in

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the Inventory Proceedings No. 5/2012/B, initiated upon the deaths of Sri Joao Bernardo Salvador Vas alias Joao Bernardo Salvador Vaz, and his wife Mrs. Petolina Almeida alias Mrs. Petornila Vaz, who were domiciled and expired, at Patrong, Baina, Vasco-Da-Gama, Goa.

AND WHEREAS the chart of Partition confirmed by the Court of the Civil Judge, Senior Division at Vasco-Da-Gama, by order dated 31.12.2013 in the aforesaid Inventory Proceeding No. B/2012/B, by which the **SAID PROPERTY** was allotted by way of licitation to Leslie Vaz, Mr. Dencyl Vaz and Mr. Domingos Antonio Vas.

AND WHEREAS Mr. Domingos Antonio Vas expired in the status of bachelor on 07/01/2015 at Goa Medical College, Bambolim leaving behind as his sole and universal heirs namely Maria Lourdes Joana Vaz, Mrs. Asy Candida Vaz, Mr. Danny Ricky Rebello, Miss. Ara Balrine Vaz, Mrs. Rosinha Josefina Vas, Mrs. Ivy Francisca Paulina Rodrigues, Mr. Alois Faria Saldanha, Mrs. Rosaria Rodrigues, Mr. Leslie Vaz, Mrs. Rosoria Da Cunha, Mrs. Daisy Vaz, Mr. Anthony Bruno Fernandes, Mr. Dencyl Vaz, Mrs. Sonya Linda Damshekar, Mrs. Dilza Vaz, Mr. Cruz Afonso, Mr. Francis Correia, Mr. John Correia, Mr. Gladwin George Correia, Mrs. Amalda D'Mello, Mr. Pedro Santana Vas, Mrs. Bemvinda Judita Silva, Miss. Sangeeta Bevinda Fernandes, Ms. Margarida Basilia Silvia Vas, Mr. Basilio Vas, Mrs. Lucy Veronica Vas, Mr. Pocidonio Estevam Sousa, Mrs. Manuelina Arcanja Vas.

AND WHEREAS by Deed of Relinquishment executed on 18.4.2017 in notarial Book of deeds bearing no. 186 at folios 59 to 61 overleaf of

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Mr. Vas Shamshekar

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the Notary Ex- Officio, Mormugao by Mrs. Rosinha Josefina Vas, Ivy Francisca Paulina Rodrigues, Alois Faria Saldanha, Shri Pedro Santana Vaz, Mrs. Bemvinda Judita Silva, Miss Sangeeta Bevinda Fernandes, Mrs. Lucy Veronica Vas, Shri. Pocidonio Estevam Souza, Mrs. Manuelina Aarcanja Vas, Mrs. Asy Candida Vas, Miss Ara Balbine Vaz, Shri. Francisco Correia, Mr. John Correia, gratuitously renounced, relinquished and released all their undivided, illiquid and undivided right, title and interest in the properties which they are entitled in the inheritance upon the death of their brother/ brother in law and uncle Mr. Domingos Antonio Vas.

AND WHEREAS by Deed of Relinquishment executed on 18.4.2017 in notarial Book of deeds bearing no. 186 at folios 62 to 63 overleaf of the Notary Ex-Officio, Mormugao by Mr. Danny Ricky Rebello, Mrs. Daisy Vaz, Mr. Anthony Bruno Fernandes, Mr. Gladwin George Correia, Mrs. Amalda D'Mello, of their own accord and free from coercion and undue influence, gratuitously renounced, affirmed, relinquished and released all their undefined, illiquid and undivided rights, title and interest in the properties which they are entitled to in inheritance upon the death of their uncle Shri Domingos Antonio leaving behind the Legal Heirs Mrs. Rosaria Rodrigues, Mr. Leslie Vaz, Mrs. Rosoria Da Cunha, Mr. Dencyl Vaz, Mrs. Sonya Linda Damshecar, Mrs. Dilza Vaz, Mr. Cruz Afonso, Ms. Margarida Basilia Silvia Vas as per the Order dated 17/05/2017 And as such the **OWNERS** herein became the absolute owners-in-possession of the **SAID PROPERTY**.

AND WHEREAS of Rs. 10/- (Rupees ten only) per annum, has been

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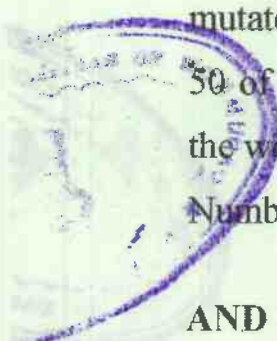
M. Vaz

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redeemed—vide order dated 3.10.2018, made by the Dy. Collector and S.D.O. Mormugao, in Case No. SDOM/LRC/COR/01/2018/1583, by which order he has ordered the Inspector of Survey & Land Records, City Survey, Vasco da Gama, to delete the words: "FORO OF RS. 10.50p. per annum, in the 'other remarks' column and correct the city survey records of survey under Chalta No. 50 of P. T. Sheet No. 136 of City Vasco, in Mormugao Taluka.

 **AND WHEREAS** the Inspector of Survey and Land Records has mutated the Survey records of the property surveyed under Chalta No. 50 of P. T. Sheet No. 136 of City Survey of Mormugao, by deleting the words: "FORO OF RS.10. 59P. PER ANNUM", of the said Chalta Number 50;

AND WHEREAS the **SAID PROPERTY** is inscribed at the Taluka Revenue Office in favour of Shri. Joao Bernardo Salvador Vas, as owner/usufructuary.

AND WHEREAS the **OWNERS-CUM-PROSPECTIVE VENDORS** have now approached the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** expressing their willingness to have developed the **SAID PROPERTY** and have made following representations to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**:

- i) they have clean, clear, marketable and subsisting title to sell, convey or otherwise transfer their respective parts of the "**SAID PROPERTY**" and that they are in lawful occupation, exclusive possession and enjoyment of their respective parts of the

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"SAID PROPERTY";

- ii) that the **"SAID PROPERTY"** is not subject to any mundkarial rights, tenancy rights, leasehold rights or any other rights whatsoever from any other person/s whomsoever;
- iii) that the **"SAID PROPERTY"** or any portion thereof is not subject to any attachments from any Court of Law or department or authority whomsoever;
- iv) That no other person/persons other than the **OWNERS-CUM-PROSPECTIVE VENDORS** mentioned hereinabove are the owners or possessors of the **"SAID PROPERTY"** or have any right, claim or interest over the same or any part thereof and that they have absolute right to dispose and/or sell the **"SAID PROPERTY"** and/or deal with it in any manner whatsoever;
- v) That there is no legal bar or impediment for this transaction and that the **"SAID PROPERTY"** is free from encumbrances, liens and/or charges;
- vi) That no notice/s from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition had/has been received by and/or served upon the **OWNERS-CUM-PROSPECTIVE VENDORS** regarding the **"SAID PROPERTY"**;
- vii) That neither the **"SAID PROPERTY"** nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and/or Regulation and/or under any

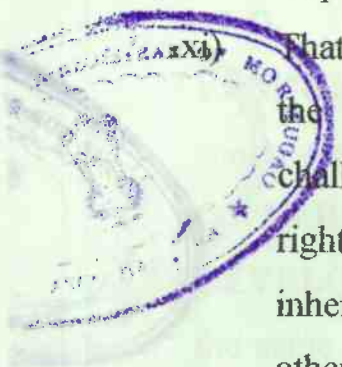


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- subsisting Order, Judgment and/or Decree of any Court of Law;
- viii) That they have not agreed, committed or contracted or entered into any agreement for sale, M. O. U. or lease or any other Agreement whether oral or in writing, with any third party or third parties in respect of the **"SAID PROPERTY"**.
- ix) That no person has any right of access through the **"SAID PROPERTY"** or part thereof, nor does any access, public or private, exist through the same;
- x) That there are no dues or any other liability outstanding in respect of the **"SAID PROPERTY"**.



That in case at any time in future, if any objection is raised to the present understanding or the present understanding is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the **"SAID PROPERTY"**, the **OWNERS-CUM-PROSPECTIVE VENDORS**, shall be fully liable and responsible to settle any such share, right, interest, claim of the third party/objectionist in the **SAID PROPERTY** from the consideration determined herein and the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the **OWNERS-CUM-PROSPECTIVE VENDORS** for any such settlement made by them with the third party.

- xii) notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the **OWNERS-CUM-PROSPECTIVE VENDORS** or by

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any of their predecessors in title or any person claiming under or through the **OWNERS-CUM-PROSPECTIVE VENDORS**, had at all material times heretofore and now have a good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the **SAID PROPERTY** unto and to the use of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.

- xiv) That the **SAID PROPERTY** is under Commercial zone and does not fall under any zone prohibited for development.

AND WHEREAS the **OWNERS-CUM-PROSPECTIVE VENDORS** intends develop the **SAID PROPERTY** by constructing commercial/residential complex/building therein and further the **OWNERS-CUM-PROSPECTIVE VENDORS** have approached the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to construct the same by using maximum permissible FAR/FSI as per the plan, licenses and permissions that will be approved and granted by the concerned authorities, at the cost and expense of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and consequently has agreed to sell the **SAID PROPERTY** for a valuable consideration.

AND WHEREAS the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** have put forth the proposal to the **OWNERS-CUM-PROSPECTIVE VENDORS**, that in lieu of payment of the consideration of the **SAID PROPERTY** in monetary terms, the **OWNERS-CUM-PROSPECTIVE VENDORS** be allotted 303.9 Sq. meters of super built up area in terms of three flats and three shops, in the building that shall be constructed in the **SAID PROPERTY** while the balance constructed premises and or balance development in the

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Dr. V. S. Shunshika DR Shunshika

SAID PROPERTY, be retained and owned by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and further that the **OWNERS-CUM-PROSPECTIVE VENDORS** shall execute Sale Deed/Exchange Deed in favour of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and or the person of the choice of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in respect to the proportionate share in the land appurtenant to the premises retained by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.

The premises agreed to be allotted to the **OWNERS-CUM-PROSPECTIVE VENDORS** are hereinafter referred to as "**OWNER'S PREMISES**" and are identified in the provisional plans annexed hereto and described in hereunder written and the remaining constructed premises agreed to be retained by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** are hereinafter collectively referred to as "**DEVELOPER'S PREMISES**". The Flats/shops proposed to be constructed in the **SAID PROPERTY** is hereinafter referred to as "Said Building Complex".

AND WHEREAS pursuant to the understanding arrived at by and between the parties hereto, the **OWNERS-CUM-PROSPECTIVE VENDORS** hereby agree to sell the **SAID PROPERTY** unto the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and pending the completion of such sale/transfer of title of the **SAID PROPERTY** hereby permits the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to develop the **SAID PROPERTY** more particularly described in the **SCHEDULE B** for the construction of said

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OWNER'S PREMISES and DEVELOPER'S PREMISES i.e. SAID BUILDING COMPLEX, for the consideration payable by the DEVELOPER-CUM-PROSPECTIVE PURCHASER in kind.

AND WHEREAS both the parties have agreed to reduce the above understanding into writing on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT FOR SALE, DEVELOPMENT AND CONSTRUCTION WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-



The **OWNERS-CUM-PROSPECTIVE VENDORS** have agreed to sell, allot, entrust and assign the **SAID PROPERTY** described in the **SCHEDULE A** herein below written to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and pending final conveyance to have the **SAID PROPERTY** developed by constructing Said Building Complex and in lieu of the **OWNERS-CUM-PROSPECTIVE VENDORS**, selling, allotting, entrusting and assigning the **SAID PROPERTY**, with all the rights to develop the **SAID PROPERTY** by constructing thereon the **SAID BUILDING COMPLEX** and selling and conveying the **DEVELOPER'S PREMISES** therein along with the proportionate share in the land appurtenant thereto, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** has agreed to purchase the **SAID PROPERTY** described in the **SCHEDULE A** herein below written, for the agreed consideration payable by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to the

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OWNERS-CUM-PROSPECTIVE VENDORS in kind, by allotting premises to the **OWNERS CUM PROSPECTIVE VENDORS** as detailed out in **SCHEDULE B** of this agreement.

2. The **OWNERS-CUM-PROSPECTIVE VENDORS** do hereby nominate, constitute and appoint the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to develop the **SAID PROPERTY** described in the **SCHEDULE A**, at its own cost and expense by constructing a commercial/residential building, Flats/shops thereon as per the plans/specifications that will be approved by the Mormugao Planning and Development Authority, Mormugao Municipal Council, Competent Authority under the Planning and Development Act and other civic authorities or as per the plans which may be revised by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** as per its requirements. The nature of development of the **SAID PROPERTY**/nature of the premises to be constructed in the **SAID PROPERTY** is however, left to the absolute discretion of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and the **OWNERS-CUM-PROSPECTIVE VENDORS** shall have no say therein nor shall interfere in the plans prepared/approved by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.

3. That apart from the Owner's allocation as described in **SCHEDULE-B** mentioned hereinbelow, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall also pay an amount of Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand

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Only) in the following manner:-

- a. Cheque bearing No. 651376 dated 15/05/2019 drawn on the Indian Overseas Bank, Vasco Branch for an amount of Rs. 1,25,000/- (Rupees One Lakhs Twenty Five Thousand Only) in favour of the **OWNERS-CUM-PROSPECTIVE VENDOR NO. 1.**
- b. Cheque bearing No. 651377 dated 15/05/2019 drawn on the Indian Overseas Bank, Vasco Branch for an amount of Rs. 1,25,000/- (Rupees One Lakhs Twenty Five Thousand Only) in favour of the **OWNERS-CUM-PROSPECTIVE VENDOR NO. 3.**
- c. Cheque bearing No. 651378 dated 21/01/2019 drawn on the Indian Overseas Bank, Vasco Branch for an amount of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) in favour of the **OWNERS-CUM-PROSPECTIVE VENDOR NO. 5.**
- d. Cheque bearing No. 651379 dated 15/05/2019 drawn on the Indian Overseas Bank, Vasco Branch for an amount of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) in favour of the **OWNERS-CUM-PROSPECTIVE VENDOR NO. 8.**

4. That the **OWNERS-CUM-PROSPECTIVE VENDORS** have further agreed to sell to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** or any person of its choice, the **DEVELOPER'S PREMISES** along with the proportionate

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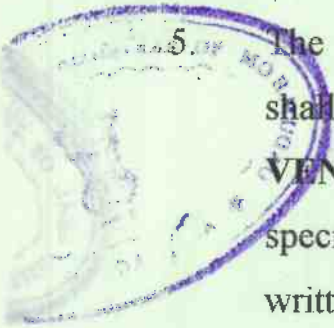
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Director

share in the SAID PROPERTY appurtenant to the DEVELOPER'S PREMISES along with privies, benefits, privileges, advantages, appurtenances, etc. available to the "DEVELOPER PREMISES" and the DEVELOPER-CUM-PROSPECTIVE PURCHASER has agreed to develop the SAID PROPERTY by constructing SAID BUILDING COMPLEX at his own cost and expense and as per the plan/revised plan the DEVELOPER-CUM-PROSPECTIVE PURCHASER deems fit and as may be approved by the civic authorities.



The OWNER'S PREMISES described in SCHEDULE B shall be owned by the OWNERS-CUM-PROSPECTIVE VENDORS as detailed out therein, which shall be of such specification as provided in the SCHEDULE C hereunder written and shall belong to the ownership of the OWNERS-CUM-PROSPECTIVE VENDORS along with the proportionate undivided share of land in the SAID PROPERTY.

6. The DEVELOPER-CUM-PROSPECTIVE PURCHASER shall provide accommodation to the OWNERS-CUM-PROSPECTIVE VENDORS NO. 4, 5 and 8 at its own cost and expenses within the vicinity of Vasco-Da-Gama, Goa once the possession of the SAID PROPERTY is handed over to the DEVELOPER-CUM-PROSPECTIVE PURCHASER for the purpose of development and construction.

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H. V. S. Shumshulay

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7. The development of the **SAID PROPERTY** by constructing **SAID BUILDING COMPLEX** as per the approved plan/revised plan in the **SAID PROPERTY** at the cost and expense of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and allotment of the **OWNER'S PREMISES** to the **OWNERS-CUM-PROSPECTIVE VENDORS**, shall be the consideration payable to the **OWNERS-CUM-PROSPECTIVE VENDORS** for the present agreement by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and for the sale of the proportionate share in the land appurtenant to the **DEVELOPER'S PREMISES**. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall not be entitled for anything over and above the consideration hereby agreed to be paid in kind.

8. The **OWNERS-CUM-PROSPECTIVE VENDORS** agree that as the **DEVELOPER'S PREMISES** shall be constructed by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** at his own cost and expenses, he shall become the absolute owner of the **DEVELOPER'S PREMISES** automatically and no separate deed shall be required to be executed to transfer the ownership/title of the **DEVELOPER'S PREMISES**, except to convey the undivided proportionate share in the **SAID PROPERTY** corresponding to the **DEVELOPER'S PREMSIES**.

9. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall immediately upon completion and handing over the possession of the **OWNER'S PREMISES** execute Deed of Sale/Exchange

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P. S. Rao

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Deed in favour of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** or the person of the choice of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** conveying therein unto the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** or such other person the proportionate undivided share of land corresponding to the "**DEVELOPER'S PREMISES**" in the **SAID PROPERTY**. The Stamp Duty and Registration fees shall be borne and paid by the parties proportionate to the title acquired by them.

10. The **OWNERS-CUM-PROSPECTIVE VENDORS**, pending the execution of the Deed of Sale/Exchange in respect of the **SAID PROPERTY** in favour of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** or society or its nominee/nominees, hereby give permission to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to develop the **SAID PROPERTY** or any part thereof and to do all types of construction of building in the **SAID PROPERTY** according to the plans to be approved by the authorities concerned and in terms of Construction Plan that will be approved/revised in this regard by the authorities concerned and at the cost, risk, expenses and responsibilities of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, on principal to principal basis and not as agent of the **OWNERS-CUM-PROSPECTIVE VENDORS**.

11. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** is hereby authorized to make necessary application and obtain at his cost and expense, electricity connections, water connections

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from the competent authorities in the **SAID PROPERTY** to facilitate the carrying on the work of development and construction in the **SAID PROPERTY**.

12. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall sign all such applications, papers as are reasonably and legally necessary and required for the development of the **SAID PROPERTY** and construction of said building complex thereon.

13. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall do and complete construction of the said building complex as per the plans to be approved, subsequently revised, approvals, Licenses obtained from the various authorities/departments concerned for the said construction/development in the **SAID PROPERTY**. The finalization of the plan or the revised plan of the proposed building complex in the **SAID PROPERTY** shall be at the sole discretion of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and no consent/permission/accord of the **OWNERS-CUM-PROSPECTIVE VENDORS** will be required provided the area of the **OWNER'S PREMISES** is not changed. If the revised plan reduces the area of the **OWNER'S PREMISES**, then such revised plan shall be subject to the approval of both the parties to these presents.

14. The area surrounding the said proposed building complex, Parking slots, terrace areas or any other open space/structure/room in the Said Development Scheme, shall

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16. The **OWNERS-CUM-PROSPECTIVE VENDORS** agree that they shall sign, execute and verify all applications, forms and documents or papers of any description including drawings, plans, letters and forms as may be necessary to be signed and filed before the proper authorities.
17. The **OWNERS-CUM-PROSPECTIVE VENDORS** do hereby declare and confirm that they are the exclusive owner in possession of the **SAID PROPERTY**, that they are having a valid, enforceable, clean, clear and marketable title of ownership and possession of the **SAID PROPERTY**, free from all encumbrances or charges or free from any attachment of whatsoever nature, that they have not done any act of alienation of the **SAID PROPERTY** in favour of any persons or party whosoever nor there is any existing claim of tenancy or mundkarship or caretaker, or any sort of agreements in favour of anybody in respect of the **SAID PROPERTY** and that the **OWNERS-CUM-PROSPECTIVE VENDORS** hereby undertakes to indemnify and keep indemnified the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** from any claim in respect of the **SAID PROPERTY** by third parties and shall be liable for damages/compensation and development cost incurred, to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in this regard.
18. The **OWNERS-CUM-PROSPECTIVE VENDORS** covenant with **DEVELOPER-CUM-PROSPECTIVE PURCHASER** that no other person/party besides the **OWNERS-CUM-PROSPECTIVE VENDORS**, herein have any right or claim

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of whatsoever nature in the **SAID PROPERTY** or any part thereof and that in case any damage or loss is caused to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** due to any claim of ownership, right, title, interest, tenancy, mundkar, caretaker, agreements in any form or any other claim by any third party towards the **SAID PROPERTY** the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled to claim from the **OWNERS-CUM-PROSPECTIVE VENDORS** such compensation as he deems fit and proper.

19. The **OWNERS-CUM-PROSPECTIVE VENDORS** further covenant with the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** that in case the work of development/construction is stopped or hindered/obstructed by any third party due to any reason attributable to the **OWNERS-CUM-PROSPECTIVE VENDORS**, the **OWNERS-CUM-PROSPECTIVE VENDORS** shall stand by and support the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in the matter of all such claims arising there from. In such circumstances, the **OWNERS-CUM-PROSPECTIVE VENDORS**, shall give reasonable extension of time limit to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** without any penalty from the date of such obstruction till the time such difficulties are resolved and the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** carry on his work of construction and development in the **SAID PROPERTY**.

20. The **OWNERS-CUM-PROSPECTIVE VENDORS**, as and

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when called upon by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, shall execute an irrevocable Power of Attorney duly attested before the Notary Public or registered in the office of the Sub Registrar, in favour of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** jointly and severally, conferring upon **DEVELOPER-CUM-PROSPECTIVE PURCHASER** or his nominee, the powers required for smooth execution and construction of the proposed building complex and development of the **SAID PROPERTY**, amongst others;

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- i) For all the necessary documentation from the concerned authorities in respect of the **SAID PROPERTY**;
- ii) for obtaining permission from the Mormugao Municipal Council/Mormugao Planning and Development Authority as may be required for the development and construction of the building/s or for obtaining permission;
- iii) for obtaining necessary permission from the concerned Municipality/corporation, health authorities, pollution Board/ authority and any other authority as may be necessary for obtaining Construction licence for the construction of building/s **SAID PROPERTY**, approval of plans, drawings of the building construction, building plans, including rectification/alterations/ modification in the plans of construction, form the necessary authority, obtaining Conversion Sanad/Completion Certificate/ Occupancy Certificate, water connection, electricity connection and House Tax records in respect of the

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premises to be constructed in the **SAID PROPERTY**;

- iv) for getting approval from any other authority that may be specified by the Government including RERA, if any for starting the construction work, to carry out the construction and to get the same completed in the **SAID PROPERTY**;
- v) to change the zone of the **SAID PROPERTY**;
- vi) to represent on behalf of the **OWNERS-CUM-PROSPECTIVE VENDORS** before any authorities in connection with the development of and/or construction of the building/s on the **SAID PROPERTY** and to sign and to execute and to make any applications/petitions/drawings, signing the records for submitting and obtaining various approvals as may be required in respect of and for construction of building/s in the **SAID PROPERTY**, including the construction license, occupancy certificate, house tax registration records or any other records/ permissions from the concerned authorities;
- vii) to negotiate and finalize sale price in respect of any constructed premises in the building complex in the **SAID PROPERTY**(except the **OWNERS PREMISES**) and to receive the payment of consideration price in respect thereof either in part or in full,
- viii) to sign and present any Agreement for Sale/Agreement for Construction and Sale/Sale Deed of such constructed premises, for registration, in favour of prospective purchasers of the **DEVELOPER'S PREMISES** and get

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them registered before the Sub- Registrar of Assurances, Goa, to admit execution thereof as well as to admit the receipt of consideration and to complete the process of registration of such Agreement under the Indian Registration Act.

- ix) and for such other purpose as may be reasonably and lawfully required to facilitate development, conversion, demarcation, construction on the **SAID PROPERTY**;
- x) to file proceedings in a competent Court of Law such as Civil Suits, Criminal cases or any other proceedings against any third party causing obstruction/hindrance/delays or stoppage of work of development and construction in the **SAID PROPERTY**, to appoint advocate or advocates and to terminate the appointment of any advocate and to appoint a fresh advocate, to sign Vakalatnama forms, to sign and verify and execute affidavits, petitions, complaints, written statements or any other proceedings that may be filed in any Court of Law or to defend any proceedings that may be filed by any third parties, to depose on oath, give evidence, as also to compromise and settle such proceedings in respect to development construction activity in the **SAID PROPERTY**;



21. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** at its absolute discretion may enter into any MOU, Agreement in respect of the **DEVELOPER'S PREMSIES**, without the consent of the **OWNERS CUM PROSPECTIVE VENDORS**.

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Provided the **OWNERS-CUM-PROSPECTIVE VENDORS** shall have no claim against the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** if the delivery of possession of the **OWNER'S PREMISES** is delayed for a period of six months beyond the above stipulated period, for any reason whatsoever. Further, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled to reasonable extension of time for handing over the delivery of the **OWNER'S PREMISES** on the date as agreed, if the possession of the premises is delayed on account of:

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- i) Non-availability of steel, cement, other building material;
 - ii) War, armed rebellion, civil disturbance or natural calamity, agitation by locals/organizations etc. due to which construction work could not be completed;
 - iii) Any notice, order, rules, notification of the Government and/or any other public or competent authority and/or any judicial authority;
 - iv) Delay on the part of Government/Statutory Authority in approving any plans, revised plans, renewal of any plans, any licences, permissions,
 - v) delay on the part of Government/Statutory Authority in issuing Occupancy Certificate and or Completion Certificate and or releasing water and or electric supply in case the SAID PREMISES is completed in all respect and proper application are made to the Government/Statutory Authority;
 - vi) any delay due to adverse weather conditions

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including heavy rains, flooding, and other acts of nature, fire, explosion, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, epidemics or war;

vii) any delay due to activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the construction of the apartments or project or the progress of the building work or the free movement of man power and material and vehicles into or out of the project site for any length of time

viii) Alteration required in the Owner's premises by the **OWNERS CUM PROSPECTIVE VENDORS;**

ix) for other reasons beyond the control of the **DEVELOPERS CUM PROSPECTIVE PURCHASER.**

21.a) The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled for reasonable extension of time for the completion of the **OWNER'S PREMSIES** in case the construction of is hampered or stopped for any reason beyond the control of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and also for delay on the part of the civic authorities in approving the revised/altered plan or for granting any permission/approval/NOC. The period during which the work could not be carried out for reasons beyond the control of

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the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, shall be excluded for calculating the completion period of 30 months.

- b) Subject to above, in case of the failure on the part of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to complete the construction of the proposed building within the said agreed period of 18 months or within the extended time, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be liable to pay simple interest @ 5% p.a. (five) on the half the value of the **OWNER'S PREMISES** as determined, from the expiry of the said period of 30 months and the extended time upto the date of handing over of the possession. For the purpose of this clause, the average of the consideration shown in the agreements executed in respect of the Developer's Premises shall be considered as value of the Owner's Premises.

22. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER**, as shall be authorized by power of attorney that shall be executed, at his sole risk and responsibility, may present for registration before the concerned Sub-Registrar, Goa, as the case may be Agreement or Agreements for sale or Agreement for Construction and Sale or Sale Deed of the constructed units/units under construction in the building/s in the **SAID PROPERTY**(save and except the **OWNER'S PREMISES**) to any prospective purchaser/customer, to negotiate and finalize the sale price, to receive payment either in part or full in respect thereof except the **OWNER'S PREMISES** to be owned by the

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23. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** may also agree to give at its own risk and responsibility No Objection Certificate to such prospective purchasers/ customers for agreeing to mortgage such constructed premises by the prospective customers as security for loan/ finance pending the execution of the Deed of Sale or Deed of Exchange in respect of **SAID PROPERTY** or any part or parts thereof, provided that **OWNERS-CUM-PROSPECTIVE VENDORS** shall not be liable in any manner whatsoever, for repayment of such loan/finance either by way of the principal sum or interest or in any manner whatsoever in respect of all such loan or loans.

24. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** is hereby authorized to make necessary application and obtain, at its cost and expenses, electricity connection, water connections from the competent authorities in the **SAID PROPERTY** to facilitate the carrying on the work of development and construction in the **SAID PROPERTY**.

25. In addition to Power of Attorney referred to in clause 18 hereinabove, the **OWNERS-CUM-PROSPECTIVE VENDORS** shall sign, free of any costs or charges, all such applications, papers as are reasonably and legally necessary and required for the development of the **SAID PROPERTY** and construction of building complex thereon. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall sign and execute, free of any costs or charges, as and when called upon by the

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DEVELOPER-CUM-PROSPECTIVE PURCHASER such instrument under whatever nomenclature it is, as may be requested for by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to be executed with the nominee of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in respect of the **DEVELOPER'S PREMISES** and shall also remain present for registration if need be. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall not have any right to claim or demand any consideration forming subject matter of such instruments.



26. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall construct the building in the **SAID PROPERTY**, in accordance with the approved plans and design and subject to conditions of construction license granted by the Authorities concerned. All such approvals, licenses, NOCs, etc. shall be obtained by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** from the authorities concerned at his costs and risk in the name of the **OWNERS-CUM-PROSPECTIVE VENDORS**, the same being the entire responsibility of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** alone.
27. The Parties hereto agree that during the subsistence of this Agreement, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be in occupation and possession of the **SAID PROPERTY** and that the **OWNERS-CUM-PROSPECTIVE VENDORS** neither shall obstruct the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** nor interfere with the proposed construction or any part of the

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construction to be built by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** in the **SAID PROPERTY**. The possession of the **SAID PROPERTY** is delivered by the **OWNERS-CUM-PROSPECTIVE VENDORS** to the **DEVELOPER-CUM-PROSPECTIVE VENDORS** today.

28. The parties hereto also agree that in event of any breach of the terms and conditions contained herein and on the part of the **OWNERS-CUM-PROSPECTIVE VENDORS** to be observed and performed, then the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled to the specific performance of this Agreement by the **OWNERS-CUM-PROSPECTIVE VENDORS** and **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled to claim reasonable compensation for damage caused due to non-performance of any of the terms and conditions of this Agreement and on part of the **OWNERS-CUM-PROSPECTIVE VENDORS** to be observed and performed, and similarly, in the event of breach of terms and condition herein contained and on the part of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to be observed and performed, the **OWNERS-CUM-PROSPECTIVE VENDORS** shall be entitled to claim from the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** reasonable compensation for the damage caused due to the breach of any of the terms and conditions on its part to be observed and performed.



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29. The Parties covenant that the name of the said proposed residential building to be constructed in the **SAID PROPERTY** shall be decided mutually by **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and **OWNERS-CUM-PROSPECTIVE VENDORS**.
30. The **DEVELOPER-CUM-PROSPECTIVE PURCHASER** at its sole discretion shall be entitled to change, amend, alter and vary the plans and drawings of construction in the **SAID PROPERTY**, with the previous approval from the Municipality or any other authority, as the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** may find it necessary and convenient for the purpose of construction in the **SAID PROPERTY**. The previous approval of the **OWNERS-CUM-PROSPECTIVE VENDORS** to such revised or altered plan shall be required if and only if such altered or revised plan diminishes the area of **OWNER'S PREMISES** and such altered/revised/approved plan shall supersede all earlier plans.
31. It is mutually agreed by and between the **OWNERS-CUM-PROSPECTIVE VENDORS** and the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** that subsequent upon the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** delivering the possession of the **OWNER'S PREMISES** in favour of the **OWNERS-CUM-PROSPECTIVE VENDORS** in terms of this Agreement, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall have the right as constituted Attorney of the **OWNERS-CUM-PROSPECTIVE VENDORS**, to sign and execute and present



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for registration and admit execution of Deed or Deeds of Sale in respect of the sale and transfer of the constructed premises (**DEVELOPER PREMISES**) in the Said building complex in the **SAID PROPERTY** along with the undivided proportionate share in the **SAID PROPERTY** pertaining to the said constructed premises in the buildings erected in the **SAID PROPERTY**, in the names of the prospective purchasers or in the name of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall be responsible only to extent of transferring the proportionate undivided share of land pertaining to such constructed premises to such prospective customers and that the **OWNERS-CUM-PROSPECTIVE VENDORS** shall not be entitled to receive any sum of monies as share or otherwise from the consideration agreed/paid by the prospective Purchasers to the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** under any circumstances whatsoever.



32. This Agreement, subject to stipulations contained herein, shall be governed by the provisions of the Specific Relief Act, 1963.
33. It is specifically agreed that subject to the specific clauses herein touching the title of ownership and exclusive possession of the **OWNERS-CUM-PROSPECTIVE VENDORS** to the **SAID PROPERTY**, as from the date hereof, the **SAID PROPERTY** shall be at entire risk of the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and that the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** shall be entitled to take recourse to all legal means of safeguarding

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the possession of the SAID PROPERTY of the DEVELOPER-CUM-PROSPECTIVE PURCHASER against third party and or even against the OWNERS-CUM-PROSPECTIVE VENDORS.

34. The OWNERS-CUM-PROSPECTIVE VENDORS shall have no claim over DEVELOPER PREMISES belonging to the DEVELOPER-CUM-PROSPECTIVE PURCHASER in the building complex that will be constructed in the SAID PROPERTY and the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall have no claim over the OWNERS PREMISES belonging to the OWNERS-CUM-PROSPECTIVE VENDORS that will be constructed in the SAID PROPERTY, provided the reciprocal obligations casted on each other in this agreement are discharged. Further the OWNERS CUM PROSPETIVE VENDORS shall also have no claim over the unused FAR/FSI of the SAID PROPERTY.

35. If the existing Zone of the SAID PROPERTY gets converted and thereby it results in enhancement in the present FSI/FAR in area available for further construction/sale, the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall be exclusively entitled to consume more FAR/FSI of such additional/extra built up area available and which can be utilized by the DEVELOPER-CUM-PROSPECTIVE PURCHASER for construction either in the SAID PROPERTY itself or can have the said development rights transferred to any other project/property of the DEVELOPER-CUM PROSPECTIVE PURCHASER; and the OWNERS CUM PROSPECTIVE



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VENDORS undertake to issue necessary NOC as the may be required. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall have no right or claim over such FAR/FSI and or additional construction done or any compensation or consideration for such benefit received by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.

36. However, if the existing FAR/FSI of the **SAID PROPERTY** diminishes due to change in zone of the **SAID PROPERTY** or due to any policy/decision/Notification/ordinance etc. of the government the existing FAR/FSI with current zone is reduced, then the area of the **OWNER'S PREMISES** shall be correspondingly reduced or the **DEVELOPER-Cum-PROSPECTIVE PURCHASER** shall be compensated by the **OWNERS CUM PROSPETIVE VENDORS** in terms of monies (equivalent to cost of construction) for the corresponding area of **OWNER'S PREMISES** that would have reduced.

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



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OF THE OWNERS-CUM-PROSPECTIVE VENDORS:

H. No. 187, Patrong Baina, Vasco-Da-Gama, Goa.

DEVELOPER-CUM-PROSPECTIVE PURCHASER:

Cortalim, Goa.

38. From the date of occupancy certificate, the **OWNERS-CUM-PROSPECTIVE VENDORS** shall contribute and pay the common maintenance charges, electricity, water charges etc. proportionate to the **OWNER'S PREMISES**. The **OWNERS-CUM-PROSPECTIVE VENDORS** shall also become member of the Co-operative Housing Society or the maintenance society or association of persons as may be formed amongst the various owners of the premises in the proposed building complex and contribute monies for its formation and registration proportionate to the **OWNER'S PREMISES**.

39. The **OWNERS-CUM-PROSPECTIVE VENDORS** with intention to bind themselves as also to bring all persons into whosoever's hands the **OWNER'S PREMISES** may come, hereby covenants with the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** as follows:

- i. To maintain the **OWNER'S PREMISES** at the **OWNERS-CUM-PROSPECTIVE VENDORS** own cost in good and tenantable repair and condition from the date of its delivery and shall not do or suffer to be done anything in or to the Said

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Building Complex which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the OWNERS PREMISES and or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the **OWNER'S PREMISES** any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage any other structure / landscape elements of the said building complex, including entrances of the complex and in case any damage is caused to the complex on account of negligence or otherwise or for default of the **OWNERS CUM PROSPECTIVE VENDORS** or their nominee in this behalf, the **OWNERS CUM PROSPECTIVE VENDORS** or their nominee shall be liable for the consequences of the breach.

- iii. To carry out at **OWNERS CUM PROSPECTIVE VENDORS** or their nominee's own cost all internal maintenance repairs to the **SAID PREMISES** and maintain the Said Premises in the same condition, state and order in which it will be delivered by the **DEVELOPER CUM PROSPECTIVE PURCHASER** to the **OWNERS CUM PROSPECTIVE VENDORS** or their nominee.

- iv. Not to demolish or cause to be demolished the **OWNERS PREMISES** or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to

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the **OWNERS PREMISES** or any part thereof, nor any alteration in the elevation and outside color scheme of the **OWNERS PREMISES** and shall keep the portion, sewers, drains and pipes in the **OWNERS PREMISES** and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said complex in which the **OWNERS PREMISES** is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the **OWNERS PREMISES** without the prior written permission of the **DEVELOPER** and/or the Society and/or local authority.



- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the **OWNERS PREMISES** in the compound or any portion of the Said Complex.
- vi. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority,
- vii. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee, shall observe and perform all the rules and regulations which the Society or any other Entity or association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said complex and the **OWNERS PREMISES** and for the observance and

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performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Entity/association regarding the occupation and use of the **SAID PREMISES** in the Said Complex and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

viii. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s, shall permit, at all time, the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** and or Society/Limited Company/Entity/association and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the **OWNERS PREMISES** or any part thereof to view and examine the state and condition thereof and may recommend necessary repairs / maintenance to be carried out to the **OWNERS PREMISES** to protect the interest of the neighboring premises and such recommendations shall be carried out by the **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s forthwith at their own cost and expense.

x. That **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree with the owners of the remaining premises in the said complex to co-operate in matters of common interest of the owners of the premises such as

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landscaping, common lighting, sewage, drainage, external painting of the complex and/or any other structural maintenance required to be done and to contribute proportionately towards such maintenance expenses incurred, as per the area allotted to the **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s.

- xi. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s agree and shall join the Society/Limited Company/Entity/association by paying necessary transfer fees and shall contribute and pay every month/yearly as decided by the said Society/Limited Company/Entity/association proportionate expenses, towards the security, sweeper, gardener, common electricity charges, including the replacement of the common fused bulbs and other fixtures, water charges and common expenses towards the maintenance of the said complex and such contributions shall be proportionate to the area sold to the **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s.

- ix. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to abide by the rules specified by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** to not install or erect any Box-type Grills or any other design other than as specified by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** during possession and maintain the uniformity of the elevation.

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- x. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to install the external units of the Air Conditioners only in the place as specified by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.
- xi. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to adhere to The Goa Land Development and Building Construction Regulations and abstain from erecting or installing any temporary or permanent structure made up of M.S. structure with G.I. sheets/any other roofing material in the setback or the terrace roof.
- xii. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to not make any changes to the electrical lighting of the external façade. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.
- xiii. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to not make any changes to the landscaping work for any purposes. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.



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xiv. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to leave the backyard space/setback area open to sky at all times without erecting any temporary/permanent shade or structure of any kind.

xv. The **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s shall agree to leave the front entrance Balcony/entrance porch unaltered as designed and executed by the **DEVELOPER-CUM-PROSPECTIVE PURCHASER**.

xii. In case any GST, VAT, service tax, infrastructure tax or any other tax, line minimum charges, transformer charges, its installation cost is paid or payable in respect of the **OWNERS PREMISES**, the **OWNERS CUM PROSPECTIVE VENDORS** and or their nominee/s undertake to pay unto the **DEVELOPER-CUM-PROSPECTIVE PURCHASER** immediately upon demand.



40. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the **OWNERS PREMISES** and Said Complex shall equally be applicable to and enforceable against any subsequent allottees/**PURCHASER** of the **OWNERS PREMISES**, in case of a transfer, as the said obligations go along with the **OWNERS PREMISES** for all intents and purposes.

41. If due to any reason whatsoever the plans and drawings showing the **OWNER'S PREMISES** are altered or their

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alignments are changed, the **DEVELOPER** as well as the **OWNERS-CUM-PROSPECTIVE VENDORS** shall sort out this matter of alignments of the **OWNER'S PREMISES** and the drawings in respect thereof by mutual consultations, so that the area of construction and location of the **OWNER'S PREMISES** shall remain the same as agreed.

42. Any dispute that may arise shall be settled by the parties amicably.
43. That the **OWNERS-CUM-PROSPECTIVE VENDOR NO. 1** being a widow the necessary permission from the office of the Dy. Collector of Mormugao has been obtained.



44. For the purpose of Stamp Duty and Registration the present Agreement is valued at Rs. 65,00,000/- and the appropriate Stamp Duty is paid herewith.

SCHEDULE A
(Description of the Said Property)

ALL THAT SAID PROPERTY being the "Lote No. 962/A" admeasuring 524 sq. mtrs. situated at Baina, Vasco-Da-Gama, within the jurisdiction of Mormugao Municipal Council, Taluka and Sub-District of Mormugao, District of South Goa, State of Goa, with a house constructed thereon, described under Description No. 38,606 at Folio 11 of Book B No. 100, of New Series, enrolled in the Taluka Reveunue Office for Matriz under No. 2508, presently surveyed under Chalta No. 50 of P. T. Sheet No. 136 of the City Survey of Vasco-Da-

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Chaudhary N. Vas *Shamshir* *Shiradar*

Gama and bounded as follows:

- On the East : by projected lane and presently road;
- On the West : with 'Lote' No. 963 B, of Domingos Francisco Souza, presently surveyed under chalta No. 47 of P. T. Sheet No. 136 of the City survey under Chalta No. 47 of P. T. Sheet No. 136 of the City survey of Vasco da Gama;
- On the North : by projected lane, presently road, and;
- On the South : with "Lote" No. 962-B, of Placiano de Almeida.

SCHEDULE B

(OF THE OWNER'S PREMISES)



TO THE PROSPECTIVE VENDORS NO. 1 TO 3:-

- (i) F1, Second Floor, double bedroom built up area 89.82 sq. mts. present market value whereof is Rs. 16,00,000/- and one shop double height bearing Shop No. 1 facing main road, area 10.51 sq. mts, present market value whereof is Rs. 5,00,000/-.

TO THE PROSPECTIVE VENDORS NO. 4 TO 7:-

- (ii) F3, Second Floor, double bedroom, built up area 91.07 sq. mts. present market value whereof is Rs. 16,00,000/- and one shop double height bearing Shop No. 3 facing main road, area 10.51 sq. mts present market value whereof is Rs. 5,00,000/-.

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TO THE PROSPECTIVE VENDORS NO. 8:-

- (iii) F3, First Floor, double bedroom, super built up area 91.07 sq. mts., present market value whereof is Rs. 16,00,000/- and one shop double height bearing Shop No. 2 facing main road, area 10.92 sq. mts. present market value whereof is Rs. 5,00,000/-.

SCHEDULE C

(Specification for Owner's Premises)

(FIXTURES, FITTINGS AND AMENITIES)

1. STRUCTURE:

R.C.C. framed structure as per Engineer's drawing, design and instructions.

2. WALLS:

External walls shall be of 20 cm thick block/laterite/brick masonry. Internal walls shall be of 10 cm thick brick/block masonry with 1:2:4 R.C.C. patlis at every metre height.

3. PLASTER:

Plaster for the exterior shall be of 2 coats sandfaced cement plaster 18mm thick with "IMPERMO" or equivalent waterproofer added to cement. Plaster for the interior walls shall be 12 mm finished with neeru or alternatively the walls shall be finished with readymade putty.

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4. FLOORING & SKIRTING:

Vitrified flooring and skirting shall be provided in all rooms laid on c.m. bedding with proper jointing. 4" skirting of the respective quality tile shall be provided.

5. PAINT:

The interior of the building shall be painted with Emulsion paint. The ceiling shall be white oil bound distemper and all the doors with good quality oil paint wherever necessary. The building shall be painted externally with two coats of good quality cement paint such as apex or equivalent

6. DOORS & WINDOWS

The main door frame shall be of Salwood 5" x 3" size. The frames of all other doors shall be of good quality sal/seasoned wood 4" x 2½" in size. The main door shutter shall be 30 mm flush door with both side teak finish with good quality brass S.S finish. All other doors shutters shall be of 30 mm commercial flush type with wooden membrane finish on both sides, with good quality brass S.S. fittings in matt finish, fitted with Godrej Mortise locks or Equivalent. All the windows are provided with 3/4 "series powder coated aluminum sliding windows.

7. KITCHEN :

The kitchen shall be provided with granite counter of 60 cm width, with a stainless steel sink and with dado of 60 cm coloured ceramic tiles. The sink shall be provided with two water taps, inclusive of one direct.

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Shamshulha

8. Toilet :

The Toilet shall be provided with dado of coloured ceramic tile of ht. 2.1m, the flooring shall also be of ceramic tiles. E.W.C. white colour (coloured optional and charged extra) with flushing cistern and a wash basin (white) shall be provided with necessary taps and shower system etc complete.

9. PLUMBING AND DRAINAGE :

Internal plumbing is concealed with good quality U.P.V.C. pipes and all necessary fittings of C.P. brass. Hot and cold water line arrangement with provisions for geyser shall be provided. The external waterline shall be of good quality, P.V.C/U.P.V.C pipes. The drainage pipes are of good quality S.W.R pipes. The rain water pipes are of 4" P.V.C. A septic tank and Soak pit as per requirement and as per design shall be constructed with required inspection chambers, vent pipes, T-connections, etc., complete. The provision to connect to the drainage system shall be made.

10. ROOFING :

The roof slab shall be partly inclined and/or and partly horizontal and shall be waterproofed. The inclined roof slab will be provided with either good quality Mangalore tiles/ PVC sheets or finished neat with red oxide.

11. WATER TANK/G.L.R :

A R.C.C. water tank/ Sintex or Equivqlent of adequate capacity shall

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D. Prasad

be provided at the top staircase room with manhole/inspection hole. The water tank shall be water proofed. A ground level tank with pump shall also be provided.

ELECTRICAL INSTALLATIONS :

Adequate electric points in rooms, toilets, passages , staircase area and other common area in concealed type with good quality copper wiring (Finolex Make /Polycab/ KEI/ anchor) shall be provided for the building . A typical room will be provided with 2 Light points , 1 Fan point, 1 A/c point, 2 nos 5 amp, TV and Tel points, including cabling for Bell, with 1 Light points in the toilet, 15Amp and 5 amp for exhaust fan. All switches shall be of Anchor or Legrand make.

ELEVATOR: One Lift of 5 Pax shall be provided for the building.

EXTRA WORK

Extra works shall be executed on request of flat owners at proper construction stages and charged extra as per prevailing market rates. An estimate will be given by the builder as per the requirement of the client and 70% of the estimate amount will be paid in advance by the buyer. The detailed bill will be submitted on completion of any such works.

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

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(Signature)

14.12.2019 Shamskhan

Condt.....50/-

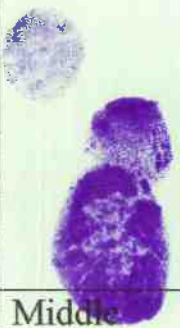
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SIGNED, SEALED AND }
DELIVERED BY THE }
WITHINAMED OWNERS- }
CUM-PROSPECTIVE }
VENDOR NO. 1 MRS. }
ROSARIA RODRIGUES }



				
Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION

				
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION

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Condt.....51/-

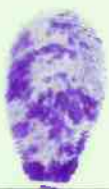
[Handwritten signatures and initials]
Cunha M. 1000 Shankar D.R. Shadon

SIGNED, SEALED AND }
 DELIVERED BY THE }
 WITHINAMED OWNERS- }
 CUM-PROSPECTIVE }
 VENDOR NO. 3 MRS. }
 ROSARIA DA CUNHA }
 FOR SELF AND AS }
 ATTORNEY HOLDER }
 FOR OWNER-CUM- }
 PROSPECTIVE VENDOR }
 NO. 2 }

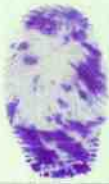


Rosaria



				
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LEFT HAND FINGER PRINT IMPRESSION

				
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION

Condt.....52/-

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Rosaria

A. Vee

Shamsheer

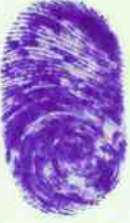
SIGNED, SEALED AND }
DELIVERED BY THE }
WITHINAMED OWNERS- }
CUM-PROSPECTIVE }
VENDOR NO. 4 MR. }
DENCYL VAZ FOR SELF }
AND AS ATTORNEY }
HOLDER FOR OWNER- }
CUM-PROSPECTIVE }
VENDOR NO. 6 AND 7 }



Handwritten signature

				
Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION

				
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION

Condt.....53/-

RR

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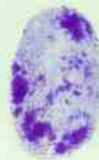
N. Vaz

Shamshekar

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SIGNED, SEALED AND }
DELIVERED BY THE }
WITHINAMED OWNERS- }
CUM-PROSPECTIVE }
VENDOR NO. 5 MRS. }
SONYA LINDA }
DAMSHECAR }



				
Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION

				
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION

RR

Condt.....54/-

Renuka

N. Vas

Shamskelan

Shendur

SIGNED, SEALED AND }
DELIVERED BY THE }
WITHINAMED OWNERS- }
CUM-PROSPECTIVE }
VENDOR NO. 8 MISS. }
MARGARIDA BASILIA }
SILVIA VAS }



Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION

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Condt.....55/-

Amka *N. Vas* *Shankar* *Shankar*

SIGNED, SEALED AND }
DELIVERED BY THE }
WITHINAMED DEVELOPER- }
CUM-PROSPECTIVE }
PURCHASER NO. 2 }
MR. MAHESH V. S. NADAR }
FOR SELF AND AS }
CONSTITUED ATTORNEY }
HOLDER FOR DEVELOPER- }
CUM-PROSPECTIVE }
PURCHASER NO. 1 }



				
Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION

				
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION

RP

Condt.....56/-

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[Signature]

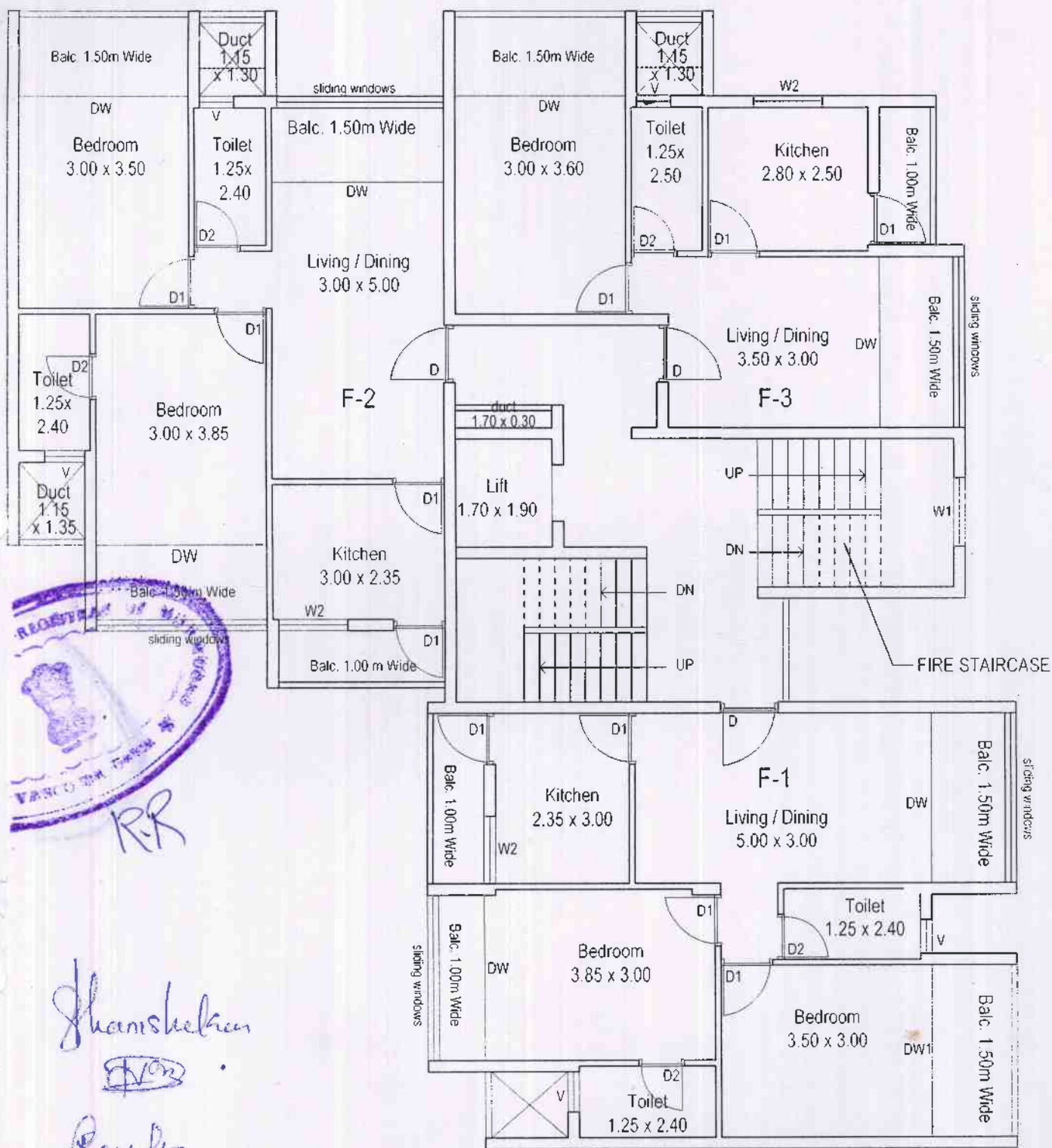
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Witnesses:

1. Adv. Harjit Kaur Haur
2. Anesh Singh S



Punjab
Shamsher Singh was
Ap. was
Pradar



SECOND FLOOR PLAN

SCALE : 1:100



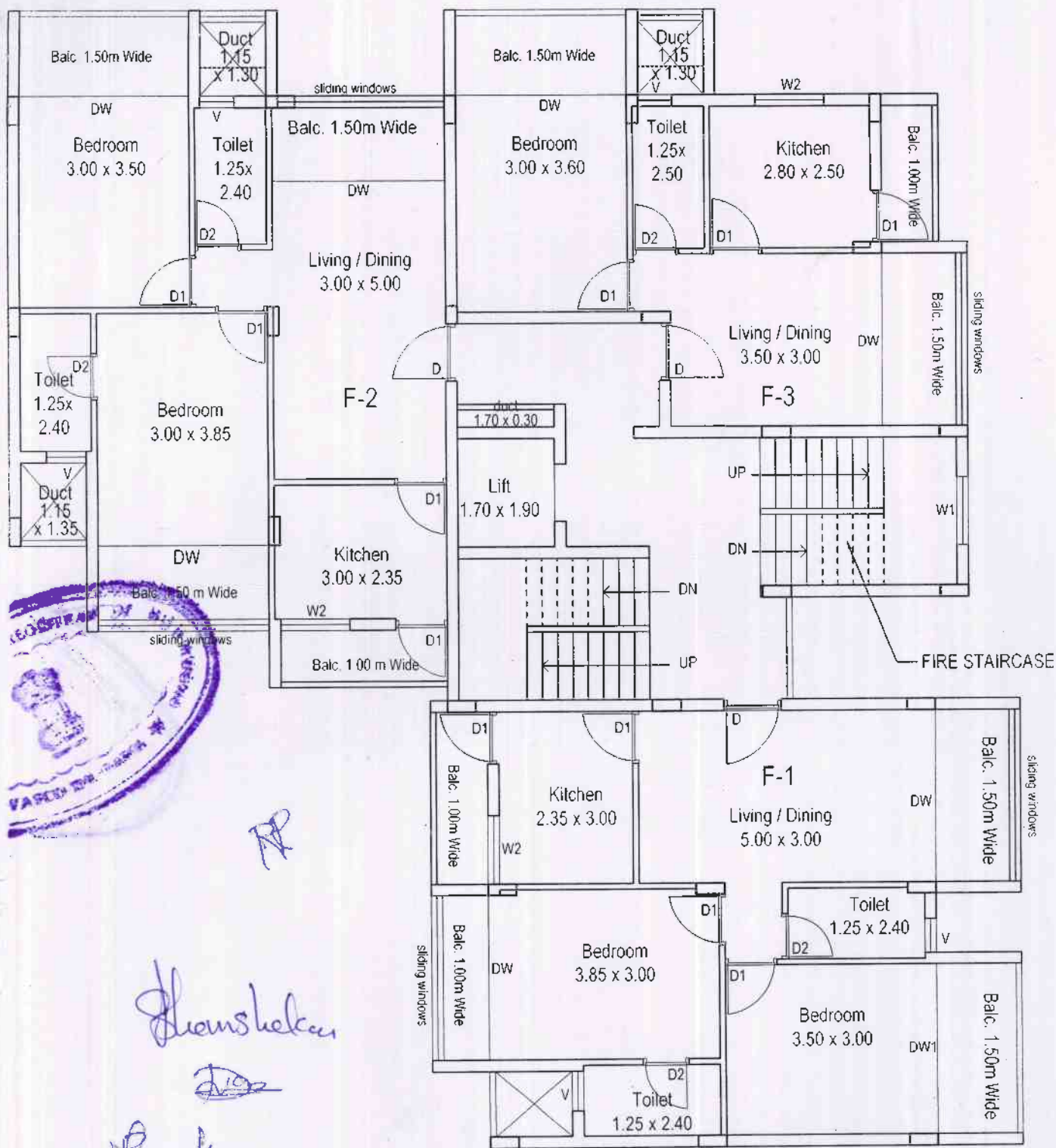
Shamshekar

11/03

Paula

M. Val

Shneider



FIRST FLOOR PLAN

SCALE : 1:100

Handwritten signatures and notes:

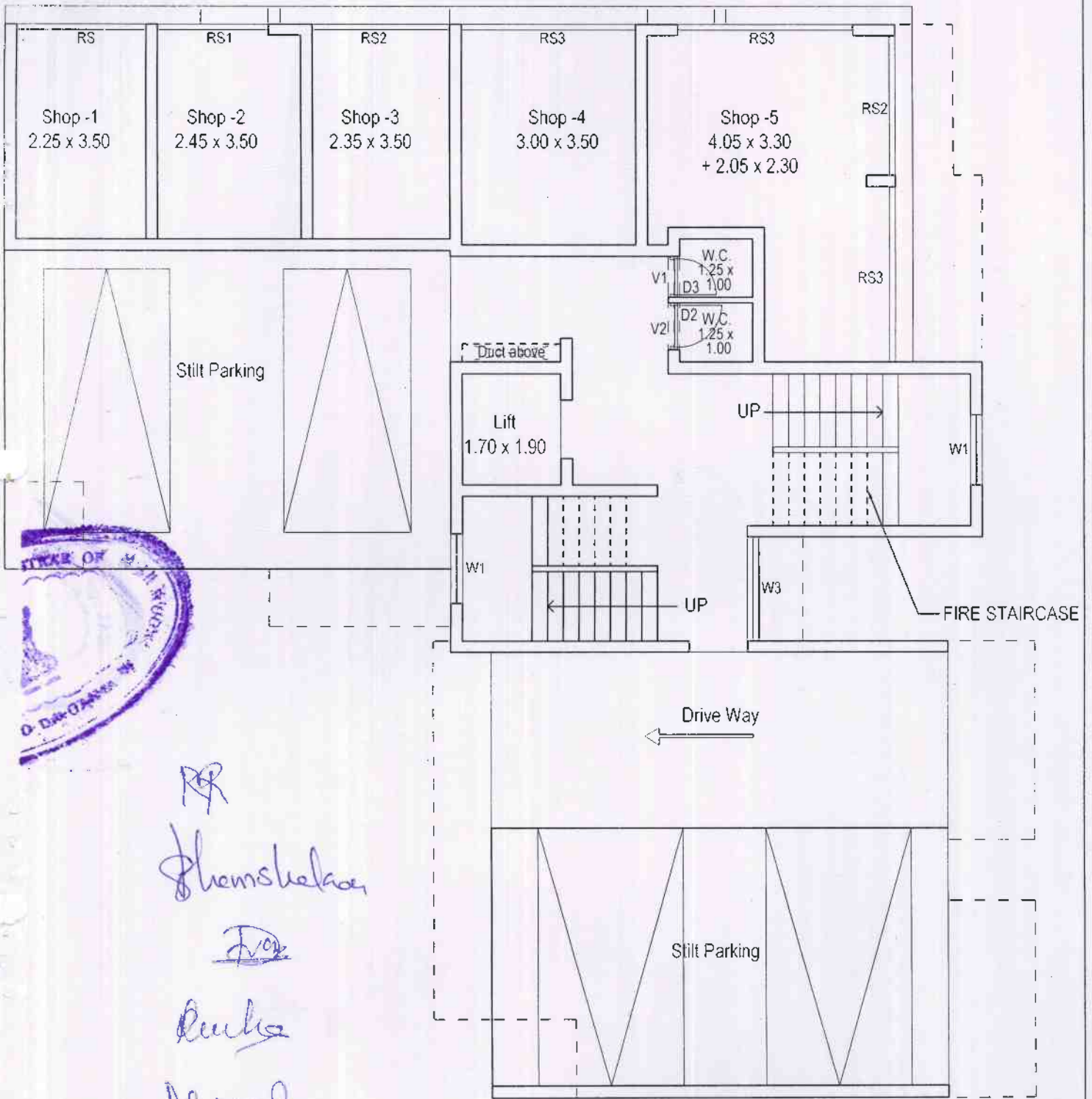
Shenshela

2102

Banka

H. 102

Shendal



GROUND FLOOR PLAN

SCALE : 1:100

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Shemshelkar
For
Runka
H. Val
Shiradar

Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 21-Jan-2019 01:01:19 pm

Document Serial Number :- 2019-MOR-92

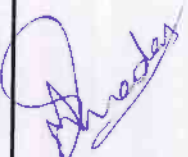
Presented at 12:01:19 pm on 21-Jan-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	188500
2	Registration Fee	162500
3	Processing Fee	700
Total		351700

Stamp Duty Required :188500

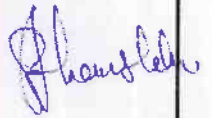
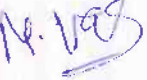
Stamp Duty Paid : 188500

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
	Mahesh Nadar ,S/o - D/o Selvaraju Nadar Age: 30, Gender:Male, Occupation: Business, Address1 - Flat no. AS-3 Mangirish Prasad Co operative Housing Society Aquem Margao Goa, Address2 - , PAN No.: AHUPN5526B			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Dencyl Vaz ,S/o - D/o Late Peter Vaz Age: 40, Gender:Male, Occupation: Service, Address1 - H no 117 Patrong Baina Vasco Goa, Address2 - , PAN No.:			
2	Dencyl Vaz ,S/o - D/o Late Pedro Benedito Vaz Age: 37, Gender:Male, Occupation: Service, Address1 - H no 185 Patrong Baina Vasco Da Gama Goa, Address2 - , PAN No.:			
3	Rosaria Rodrigues ,S/o - D/o Late Andre Rodrigues Age: 64, Gender:Female, Occupation: Housewife, Address1 - H no 193 Rumabhat Goa, Address2 - , PAN No.:			
4	Rosaria Da Cunha ,S/o - D/o Francisco Da Cunha Age: 38, Gender:Female, Occupation: Housewife, Address1 - H no 193 Rumabhat Goa, Address2 - , PAN No.:			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
5	Rosaria Da Cunha ,S/o - D/o Laslie Vaz Age: 38,Gender:Female,Occupation: Housewife, Address1 - Rumabhat Goa, Address2 - , PAN No.:			
6	Sonya Linda Damshecar ,S/o - D/o Gangaram Damshecar Age: 35,Gender:Female,Occupation: Housewife, Address1 - H no 117 Patrong Bain Vasco Goa, Address2 - , PAN No.: CTDPD1729H			
7	Margarida Basilia Silvia Vas ,S/o - D/o Late Joao Bernardo Salvador Vas Age: 59,Gender:Male,Occupation: Land Lady, Address1 - H no 185 Behind Chowgule Bungalow Patrong Baina Vasco Baina Goa, Address2 - , PAN No.: ALOPV6163G			
8	Mahesh Nadar ,S/o - D/o Selvaraju Nadar Age: 30,Gender:Male,Occupation: Business, Address1 - Flat no AS-3 Mangirish Prasad Co operative Housing Society Aquem Margao Goa, Address2 - , PAN No.: AHUPN5526B			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Harjit Kaur 403802 Vasco Da Gama, Mormugao, SouthGoa, Goa			
2	Umesh Shinde 403802 Vasco Da Gama, Mormugao, SouthGoa, Goa			

Sub Registrar

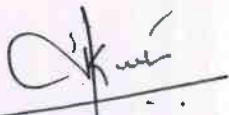
SUB - REGISTRAR
MORMUGAO

Document Serial No:-2019-MOR-92

Book :- 1 Document

Registration Number :- **MOR-1-81-2019**

Date : 21-Jan-2019



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

**SUB-REGISTRAR
MORMUGAO**

