

D-5/STP(V)/C.R./35/10/2010-RD(1466903)

R.0079050/- PB7072

INDIA STAMP DUTY GOA

Munir Khan
17/11

NAME: Munir Khan
ADDRESS: Vasce dagama
THROUGH: Alladin RJ
SIGNATURE: [Signature]
RECEIPT NO: 11860



Serial No. 2558/2016
Presented at the Office of the
Sub-Registrar of Ponda
between the hours of 10:00
and 10:20 on 18/11/2016

Received fees for Rs
Registration 54500-00
Copying (Folios) 180 100-00
Copying Endorsements 270-00
Postage 10-00
Total Rs 54880-00

Munir Khan [Signature]

~~SUB-REGISTRAR~~
PONDA

~~SUB-REGISTRAR~~
PONDA

AGREEMENT FOR DEVELOPMENT, CONSTRUCTION AND RESALE

THIS AGREEMENT FOR DEVELOPMENT, CONSTRUCTION AND RESALE is made at Ponda in the State of Goa on this 18th Day of the Month of November of the Year Two Thousand Sixteen. [18/11/2016]

[Signature] [Signature]



BETWEEN

1. **MR. SHAIKH CUDRATULLA** alias **Shaikh Aslam** alias **Aslem Shaikh**, son of late Shaikh Kassim, 64 years of age, married, business, having a PAN Card bearing No. AGVPS5560L, Indian National and his wife;

2. **MRS. GULZAR BANU** alias **Gulzar Bi** alias **Gulzar Shaikh**, wife of Shaikh Cudratulla alias Shaikh Aslam, 61 years of age, married, housewife, Indian National and both residents of House No. 867, Aformento, Shiroda, Ponda, Goa, hereinafter called as the "**VENDORS/OWNERS**" (which expression shall unless repugnant the context or meaning thereof be deemed to mean and include their heirs, administrators, executors, legal representatives and assigns) OF THE FIRST PART.

AND

1) **MR. MUNIR KHAN** son of Mr. Akbar Khan, 39 years of age, married, business, Indian National having PAN Card bearing No.

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AWCPK7598R, resident of Flat Nos. 401 & 402, 4th Floor, Hill Top Residency, Mangoor Hill, Vasco-da-Gama, Goa, hereinafter called as the **"BUILDER/DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his legal heirs, executors, administrators, successors and assigns) OF THE SECOND PART.

AND

FELICITY ESTATE PRIVATE LIMITED, company duly incorporated under The Companies Act 1956, having its registered office at C-2/2449, Vasant Kunj, New Delhi, 110 070, having a PAN Card bearing No.AABCF1900G by its Director Mr. Rohit Bhuchar, son of late Shri. Ashok Kumar Bhuchar, 42 years of age, married, business, Indian National, resident of S-476, Greater Kailash, New Delhi, hereinafter called as the **"CONFIRMING PARTY"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include its legal heirs, executors, administrators, successors and assigns) OF THE THIRD PART.



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WHEREAS, the Vendor/Owner No.2 herein has executed the Power of Attorney to the Vendor/Owner No.1 vide Power of Attorney dated 29/10/2012 duly executed before the Notary Adv. H.P. Gudekar of Ponda under Registration No. 4136 and further Vendors/Owners has sub-delegated the Power of Attorney to Confirming Party i.e. Felicity Estates Private Limited vide Power of Attorney dated 05/05/2013 duly executed before the Notary Adv. Manohar C. Adpaikar of Ponda under Registration No. 6991/2013 on 29/05/2013 and further Confirming Party i.e. Felicity Estates Private Limited has sub-delegated its powers to Mr. Nazir Khan, son of Akbar Khan, aged 45 years, married, business, Indian National and resident of Flat No.302, 3rd Floor, Murgaon Avenue, Near Desterro Church, Vasco-da-Gama, vide Power of Attorney dated 12/02/2011 duly executed before the Notary S.P. Verma of Delhi on 14/02/2011.

AND WHEREAS, there exist the property 1/10th part of the property known as "COLLIA MOLI" alias "BOROD" alias "KOLIA MOLLI", measuring 11602.00 sq. mts. situated at Shiroda Village of Ponda Taluka, within the limits of Shiroda Village Panchayat, Taluka and Sub-District of Ponda, District of North Goa, State of Goa, which property neither described in the Land Registration




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Office nor enrolled in the Taluka Revenue Office under Matríz Number but presently surveyed under Survey No. 483/1 of Shiroda Village of Ponda Taluka and which is more particularly described in Schedule I herein after written and shall referred to as the "Original Property".

AND WHEREAS the said property was originally belonged to Sociedade familiar of Shri. Xec Amod Mozavar and others.

AND WHEREAS, upon the demise of Shri. Xec Amod Mozavar an Inventory Proceeding was initiated in the Court of the Civil Judge Junior Division at Ponda, under Inventory Proceedings No. 1216/1921 by Smt. Sultanbi who is widow of Xec Amod Mozavar.

AND WHEREAS, in the said Inventory Proceeding it is stated that Shri. Xec Amod Mozavar was living in a common family alongwith his brothers and hence they had purchased various properties in the name of Sociadade familiar which is dissolve due to the death of various members and hence all the members have decided to partition various properties of Sociadade familiar.

The stamp is circular with the text 'REGISTRAR OF PONDA' around the perimeter. Inside the circle, there is a small emblem or logo. The word 'PONDA' is also written at the bottom of the circle.
(NS)

A handwritten signature in dark ink, appearing to be 'M. S. ...', written over a horizontal line.

AND WHEREAS, as per the said Inventory Proceedings the aforesaid property were enumerated at Sr. Nos. 7 and 1/4 share in the said property was allotted, assigned to Shri. Xec Ibraimo, 1/4th share in the said property was allotted, assigned to Shri. Xec Usman, 1/4th Share in the said property was allotted, assigned to Xec Abdul Raiman and 1/4th share in the said property was allotted, assigned to Xerifambi, which allotment was duly sanctioned and confirmed by Order dated 21/07/1926.

AND WHEREAS, from the aforesaid it is clear that Shri. Xec Ibraimo, Shri. Xec Usman, Xec Abdul Raiman and Xerifambi are the lawful owner in possession and enjoyment of the larger property having equal 1/4th share.

AND WHEREAS, Smt. Xerifambi and her husband Mr. Issac Khan (moiety shareholder) gifted their 1/4th share in the entire property to their daughter Mrs. Zoinabi, vide Deed of Gift dated 24/03/1976, duly registered in the office of Sub-Registrar of Ponda Taluka under Registration No. 125 at pages 315 to 318 of Book I, Vol. 34 dated 29/05/1976.

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AND WHEREAS, upon the demise of Mrs. Zoinabi on 27/10/1978 and her husband Mr. Xec Mussa on 14/03/1977 a Deed of Succession dated 07/09/2004 was drawn before the Sub Registrar cum Civil Registrar and Notary Ex-Officio of Margao Salcete Goa, at folio 25 (overleaf) of Deeds Book No. 1486, wherein 1) Mr. Xec Ali Usman 2) Ramiza Bi 3) Noorjahan 4) Saguirabi 5) Xez Anwar 6) Raziambi 7) Nassima Bi and 8) Rafia Bi, have acquired right, title, interest and share inter alia in the said property being sole and universal heirs/successors.

AND WHEREAS, legal heirs of the Smt. Zoinabi and her husband Shri. Xec Mussa viz 1) Ramiza Bi, 2) Noorjahan 3) Saguirabi 4) Xez Anwar 5) Raziambi 6) Nassima Bi and 7) Rafia Bi sold the Plot of Land admeasuring 3225.00 sq. mts. from the aforesaid property, which portion constituted a separate and distinct property by itself, more particularly described in Schedule II below written to the Owners/Vendors No.1 vide Deed of Sale dated 03/10/1988, duly registered in the office of the Sub Registrar of Ponda under registration No. 586 at pages 299 to 314 of Book I, Vol. 42, dated 04/09/1991 (except Mr. Xec Ali Usman who is also



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one of the legal heir of late Smt. Zoinabi and her husband Shri. Xec Mussa).

AND WHEREAS, the Mr. Xec Ali Usman one of the legal heir of late Smt. Zoinabi and Shri. Xec Mussa filed a suit against the Owners/Vendors No.1 and other legal heirs of late Smt. Zoinabi and Shri. Xec Mussa in the Court of Civil Judge Junior Division at Ponda under Case No. Spl. Civil Suit No. 50/1996(old)/Reg. Civil Suit No. 294/2000/D for declaring Deed of Sale dated 03/10/1988 as null and void.

AND WHEREAS, during the pendency of the suit Mr. Xec Ali Usman expired and hence his legal heirs viz, Smt. Mubina Shaikh, Sheikh aiyaz Mussa and Sheikh Ali Wasin were brought on record.

AND WHEREAS, the said Civil Suit was decreed vide Judgment and Decree dated 30/11/2005 in favour of legal heirs of Mr. Xec Ali Usman by which Deed of Sale dated 03/10/1988 was declared as null and void.

AND WHEREAS, Owners/Vendors No.1 filed an Appeal against Judgment and Decree dated

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30/11/2005 passed by Court of Civil Judge Junior Division at Ponda under Case No. Spl. Civil Suit No.50/1996(old)/Reg. Civil Suit No.294/2000/D in the Court of Ad-Hoc-District Judge-1, Panaji, Goa.

AND WHEREAS, the said appeal was however compromised and accordingly consent Terms were signed on 06/07/2007 by the Owners/Vendors No.1 legal heirs of Mr. Xec Ali Usman and legal heirs of late Smt. Zoinabi and Shri. Xec Mussa.

AND WHEREAS, as per the said consent terms it was agreed by and between the parties that a) the Judgment and Decree dated 30/11/2005 be set aside b) legal heirs of Mr. Xec Ali Usman have agreed to ratify and confirm the Deed of Sale of 03/10/1988 and an area of 500.00 sq. mts. from the aforesaid Plot of Land would be conveyed to the widow of Xec Ali Usman viz. Mlibina Shaikh.

AND WHEREAS, the Owners/Vendors No.2 has acquired right, title, interest and share in the aforesaid property as per communion of assets being moiety share holder of Owners/Vendors No.1 as per the prevailing laws in the State of Goa.



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AND WHEREAS, as per the Consent Decree dated 20/07/2007, a portion admeasuring 500 sq. mts. of the said Larger Property was conveyed in the name of Smt. Mibina Shaikh, vide Deed of Sale dated 16/09/2007 which deed is duly registered in the office of the Sub-Registrar of Ponda Taluka under registration No. 1827 at pages 251 to 269 of Book I Volume 1177 dated 26/10/2007.

AND WHEREAS, Owners/Vendors subsequently sold and conveyed another portion admeasuring 500 sq. mts. to Mr. Sayed Shadula, vide Deed of Sale dated 13/03/2009 duly registered in the office of the Sub-Registrar of Ponda Taluka under Registered No. 526/09 in Book I, Vol. 1413 at pages 207 to 226 on 26/03/2009.

AND WHEREAS, from the aforesaid it is clear that Owners/Vendors are now lawful owner in possession and enjoyment of a Plot of Land, admeasuring 2225 sq mts. which portion constitutes a separate and distinct property by itself and more particularly described in Schedule III hereinafter written and hereinafter referred to as the "SAID PROPERTY".



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AND WHEREAS, the said Vendors entered into an Agreement for Development, Construction and Sale dated 05/05/2013 with Confirming Party and the said Agreement is registered before the Sub-Registrar of Ponda under Registration No. 1530/13 at pages 51 to 87 of Book No. I, Volume No. 2343 on 01/07/2013.

AND WHEREAS on account of not starting the development of said project, Vendors/Owners hereby decided to forfeit the amount paid by the Confirming Party and handover the said project for development to new Builder.

AND WHEREAS, Builder/Developer herein approached to the Vendors/Owners to resale the said property for development and construction to which Vendors agreed.

AND WHEREAS, in order not to have conformity with title of the property, confirming party herein is made as a party to the present agreement.



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AND WHEREAS the Owners/Vendors has declared and covenanted unto the Builder/Developer as follows:

- a) That they have an absolute right to sell and dispose off the said property for constructing or development of buildings or any other type of permanent or other structures on the said property.
- b) That there is no legal bar or impediment for this transaction and that the said property is free from encumbrances, liens and/or charges.
- c) That there are no Mundcars and/or building or agricultural tenants and/or persons entrusted with watch/ward duties and/or any persons claiming agricultural tenancy and/or any other rights whatsoever in, to and/or over the said property and/or any part thereof.
- d) That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices /Proceedings for Acquisition/Requisition had/has been received by and/or served upon the First Party in respect of the said property and/or any part thereof.

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- e) 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, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- f) That neither the said property nor any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.
- g) That the Vendors/Owners are fully entitled to enter into this agreement with the Builder/Developer and they have full right and authority to sign and execute the same.
- h) That the Vendors/Owners forfeited the amount paid by the Confirming Party and agreed to give the said property for development to the Builder/Developer herein.
- i) That they have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may prevented or affected in any manner whatsoever.



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AND WHEREAS, the owners intend to resell and the Builder/Developer intend to purchase the aforesaid property as is where is basis for a total consideration of Rs. 27,25,000/- (Rupees Twenty Seven Lakhs And Twenty Five Thousand Only) which is the present market price of the said property.

AND WHEREAS, the Owners/Vendors has agreed for the said proposal and has decided to entered into an Agreement to that effect.

NOW THEREFORE, THIS AGREEMENTN
FOR RESALE, DEVELOPMENT AND
CONSTRUCTION WITNESSETH AS

UNDER:

1. That in consideration of the Owners/Vendors permitting the Builder/Developer to put construction on the said property, the Builder/Developer shall pay Rs.27,25,000/- (Rupees Twenty Seven Lakhs And Twenty Five Thousand Only) to the Owners/Vendors towards



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the resale of the said property which is more particularly described in the Schedule hereinafter written in the following manner:

- a) The Builder/Developer has today paid to the Owners/Vendors, a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) by cash.
- b) The Builder/Developer shall pay the balance amount of Rs.22,25,000/- (Rupees Twenty Two Lakhs and Twenty Five Thousand Only) to the Owners/Vendors as per the oral terms agreed between both the parties.

2. That the Owners/Vendors shall permit the Builder/Developer and the Builder/Developer shall construct and sell at their own risk cost responsibility and by putting a residential cum commercial Building on the property more particularly described in the Schedule-III hereinafter written as per the plans annexed herewith and to be sanctioned by Shiroda Village Panchayat or any other development authorities as per terms and condition rules and



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regulations as may be imposed by these authorities while sanctioning the said plans and shall consume and utilize thereon the floor space plans and shall consume and utilize thereon the Floor space Index area ratio as may be applicable to as per the plan annexed.

3. That upon the payment of the balance Consideration amount by the Builder/Developer to the Owner/Vendors they shall be only the Confirming Party for the sale of Flats to be constructed on the said property and they shall surrender their all right, title, interest and share with respect to the said Flats in favour of Builder/Developer.

4. That the Owners/Vendors shall at their own cost but subject to whatever stated hereinabove make out a clear title to the said property or any encumbrances and shall at their own cost get clear all defect in title if any such as claims by way of sale exchange mortgage and gift trust inheritance lien or lease or otherwise and



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reduce a marketable title to the said property.

5. That the Owners/Vendors at their behalf if necessary all the other necessary parties shall make and execute a proper Deed of Conveyance and all other necessary documents and papers to complete the title Deed to be given in respect of the said property.

6. The Builder/Developer shall pay the balance amount to the Vendors/Owners as per oral terms agreed between them and after getting approval from concerned authorities viz. Town and Country Planning Department, PDA, Panchayats. In case the said building is not completed within the agreed period owing to unforeseen circumstances the Builder/Developer shall be entitled to an extension of the time limit.

7. On execution of this agreement the Owners/Vendors shall grant license to

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Builder/Developer to enter upon the property as only for enabling them to develop and construct in the said property and to that effect do any act sign application to the proper authority.

8. That Builder/Developer constructs the said project/building without making liable the Owners/Vendors for any consequences.

9. It is hereby clarified by and between the parties hereto that on the advance payment of the said consideration, the Builder/Developer has a right to develop and construct a residential and commercial project on the said property in terms of the permission and licenses to be obtained from the concerned authorities and the balance consideration shall be payable to the Owners/Vendors by the Builder/Developer as per the oral terms agreed between them.



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10. That the Builder/Developer shall be entitled to develop the said property at their own cost, risk, expenses and responsibility by putting up thereon and to construct a residential cum commercial project in accordance with Laws and regulations in force, the Plans, to be approved and construction license to be issued by the concerned authorities.

11. That the Builder/Developer or his nominees/assigns/attorney holder shall have all powers to book the Flats/Shops to be constructed in the said Project by accepting the necessary amount towards the booking of respective Flat/Shops and shall also execute necessary agreement for sale, memorandum of understanding, sale deeds, deed of rectification, conveyance and any other deed or deeds in respect of proposed flats/shops in the said project.

12. That the Builder/Developer agrees that all the sale or agreements to sell, transfer



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or conveyance of the premises in the proposed project shall be at the risk, costs, account and responsibility of the Builder/Developer. It is hereby clarified that the intention of the parties hereto is that the Builder/Developer shall alone be liable and responsible to any third parties in connection with all dealings between the Builder/Developer and all proceeds of sale of various premises shall be sole entitlement of the Builder/Developer without any share/interest to the Owners/Vendors.

13. That the Builder/Developer shall bear all the expenses concerning the construction of the residential and commercial building in the said property, including all taxes and other charges relating to the said construction and development. Besides the responsibility for the construction towards workmen and all other matters shall exclusively vest with the Builder/Developer without any reference to the Owners.



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14. That the Builder/Developer shall alone be responsible for violation of any laws, regulations and divisions from plans approved by concerned authorities and pay all outgoing regarding the proposed development of the said plot.

15. If any litigation/dispute arises from the side of the family members of the Owners/Vendors or from any third persons or from any local governing bodies then the Owners/Vendors shall be fully responsible to sort out the same and the Builder/Developer shall not be liable and the Owner/Vendor shall indemnify the Builder/Developer if any loss/damage is caused to the Builder/Developer due to the above.

16. That the Owners/Vendors shall handover all the necessary documents in respect of the aforesaid property to the Builder/Developer for carrying out necessary construction work in the said property.







17. That the Owners/Vendors shall cooperate with the Builder/Developer to do such further and more acts, act in order to develop and construct a residential and commercial building in the said property and to sell the same to the prospective buyers.

18. That the Owners/Vendors state and declare that there are No Encumbrances of whatsoever nature against the aforesaid property and the same are free from encumbrances of whatsoever nature.

19. That the Owners/Vendors agrees to convey/transfer the said property along with project in the name of proposed housing society/association that will be formed of the buyers of shops/flats owners in the proposed building to be constructed by the Builder/Developer.

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20. That the Owners/Vendors shall not have any right, title, interest and share of whatsoever nature on the project to be constructed on the said property.

21. That the Owners/Vendors have agreed to execute necessary documents in favour of the Builder/Developer for transferring their undivided proportionate share in land in the name of the Builder/Developer.

22. That in case of change of zone and in case of any increase in FAR the Builder/Developer would be entitled to extend the building by increasing the floor etc and the Builder/Developer reserved unto as itself the right to dispose of the flats on such additional floor or such additional flats if and when erected and that the said property and the said building would be transferred to the legal entity by executing a Deed of Conveyance and such conveyance would contain a condition reserving to the Builder/Developer the rights in respect of



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the said additional FAR or Additional Floor or Additional Flats.

23. In case of any dispute between the Owners/Vendors and the Builder/Developer, the same shall be solved amicably with the intervention of an arbitrator of the choice of both the parties.

24. That on execution of this present Agreement Vendors/Owners are not allowed to enter into an agreement of development of said property with any third party in future without making the Builder/Developer herein as a Confirming Party for which Vendors/Owners is hereby agreed.

25. The possession of said property is handed over by the Vendors/Owners to the Builder/Developer on signing of this present agreement.

26. That the market value of the said property is taken as Rs.27,25,000/- (Rupees Twenty Seven Lakhs And Twenty Five Thousand



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Only) and the stamp duty of 2.9% i.e. Rs.79,050/- (Rupees Seventy Nine Thousand And Fifty Only) is paid herewith.

SCHEDULE-I

(DESCRIPTION OF PROPERTY)

ALL THAT PROPERTY, 4/10th part of the property known as 'Collia Moli' alias "BOROD" alias "KOLIA MOLLI", admeasuring 11602.00 sq. mts. situated at Shiroda Village of Ponda Taluka, within the limits of Shiroda Village Panchayat, Sub-District and Taluka of Ponda, North Goa District and at present South Goa District of State of Goa, which property neither described in the Land Registration Office nor enrolled in the Taluka Revenue Office under Matriz Number but presently surveyed under Survey No.483/1 of Shiroda Village of Ponda Taluka.

SCHEDULE-II



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Executing parties

1] Mr. Nazir Khan, son of Akbar Khan, aged forty five years, married, business, Indian national, resident of Murgaoon Avenue. Near Desterro chwech Vasco, da Gama. as an attorney of confirming party. Felicity Estate Private Limited. represented by its Director. Mr. Rohit Buchar, resident of S-476, Greater Kailash New Delhi and owners. Mr. Shaikh Chadratulla, alias Shaikh Aslam alias Aslem Shaikh, and. Mrs. Gulzar Banu alias Gulzar Bi alias Gulzar Shaikh both residing at H. No. 867, Aformento, Shiroda Ponda Goa.

2] Mr. Munir Khan, son of Akbar Khan, aged thirtynine years, married, business, Indian National, resident of flat nos. H01E. 402, 4th floor, Top Residency, Mangoor Hill, Vasco-da-Gama, Goa.

executing party
Nos. are two
admits execution of the so called Agreement

→ Nazir Khan

→ Munir Khan

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Munir Khan



Mrs. Prashanti Sagare Naik, Advocate,
major of age, married, Indian National,
residing at H. No. 65, Pirna Baredoz Goa,

and known to the Sub-Registrar
states that he personally knows the
above executant and identifies him

Prashanti Naik
(Adv. Prashanti Naik)
Ponda dated 18/11/2016.

~~SUB-REGISTRAR~~
PONDA

Registered No. 2927/16
at pages 54 to 111
Book No. I Volume No. 3305
date 21/11/2016

~~Sub-Registrar~~

