

(Rupees Three lakh Seven thousand five hundred)

for CITIZEN CREDIT™  
CO-OP. BANK LTD.

CITIZEN CREDIT CO-OP BANK LTD  
SURVEY NO. 125/2, PLOT NO. 158  
NEAR TEEN BUILDING  
ALTO, PORVORIM  
BARDEZ - GOA - 403521

भारत 24439  
186939

NON JUDICIAL गीत  
SEP 05 2019



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D-5/STP(V)/C.R./35/34/2011-RD

Rs. 0307500/- PB7147

भारत गीत

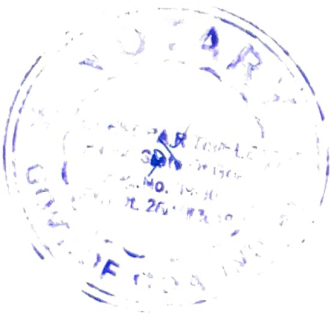
INDIA

STAMP DUTY

GOA

Authorised Signatory

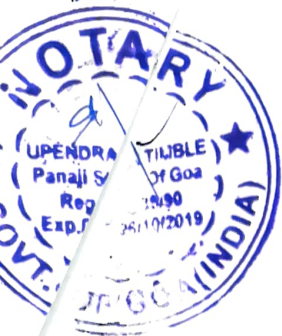
Name of Purchaser M/s Horizon Land Development Pvt Ltd



### AGREEMENT FOR SALE AND DEVELOPMENT

This **AGREEMENT FOR SALE AND DEVELOPMENT** is executed  
at Panaji Goa, on this 5<sup>th</sup>, day of September, 2019.

For Horizon Land Development Pvt. Ltd.



**BETWEEN**

1. **MR. COSMAS FRANCIS FERNANDES alias COSMAS FERNANDES**, son of Late Saluzinho Fernandes, age 62 years, Indian National having PAN Card No AAEPF9458K , and his wife
2. **MRS. PERPETUA FERNANDES alias PERPETUAL FERNANDES**, age 60 years, Indian National having PAN Card No. AAEPF9459J both resident of H. No 391/1 Nr St Ann's Chapel, Marra, Pilerne Bardez Goa 403114. hereinafter referred to as "**THE LANDOWNER**" (which expression shall mean and include their respective heirs, legal representatives' executors, and administrators, and assigns) **of the ONE PART.**

**AND**

1. **M/s HORIZON LAND DEVELOPMENTS PRIVATE LIMITED (PAN NO. AACCH0897B)**, a company incorporated under the Indian Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, House No 435/38, Horizon Square, Nr Canara Bank, Chogm Road Alto Pilerne Porvorim Goa represented by its Managing Director/authorized signatory, **MR. JONATHAN FERNANDES, (PAN NO. AAKPF8576E)** son of Mr. Cosmas Fernandes, age 32 years, Married, businessman, Indian National, resident of H. No. 391/1, Nr St Ann's Chapel, Marra, Pilerne, Bardez Goa, hereinafter referred to as "**THE PROMOTER**" (which expression shall, unless it be repugnant to the context or

*[Handwritten signatures]*

For Horizon Land Developments Pvt. Ltd.  
*[Handwritten signature]*  
 Director



meaning thereof, mean and include its successors in title and assigns) **of the OTHER PART.**

**WHEREAS:**

1. There exists a property known as **"PONGERACHO AKH"** or **"PONGURACHO AKH"**, totally admeasuring 2050 sq. mts, not described in the Land Registration Office of Bardez, but presently surveyed under no. 46/5 of village Marra Pilerne, situated at Marra, within the limits of Village Panchayat of Pilerne Marra, Taluka Bardez, District of North Goa Hereinafter called "The said Property" or "The Project Land" was originally owned by Joao Xavier Almeida, bachelor, Priest by profession, who expired on 24/09/1979 and before his death by registered will dated 18/02/1972 allotted all his properties to his grandnephews Mr. Placido Alves de Jose Mir Almeida son of late Jose Jovino Benedico Almeida married to Mrs. Maria Alves Almeida, Mr. Derek Xavier de Jose Mir Almeida married to Cheryl Maria Almeida, Mrs. Maria Bernadette Sharon Fernandes married to Mr. Roque Agnelo Blasco Fernandes, his only legal heirs.

2. The above-named Mr. Placido Alves de Jose Mir Almeida, Mrs. Maria Alves Almeida, Mr. Derek Xavier de Jose Mir Almeida, Cheryl Maria Almeida, Mrs. Maria Bernadette Sharon Fernandes and Mr. Roque Agnelo Blasco Fernandes vide Deed of Sale dated 10th September 2007 registered under No 4693 at pages 104 to 128 Book No 1 Volume No 2286 dated 20/09/2007 sold the SAID PROPERTY to Mr. Cosmas Fernandes. Thus Mr. Cosmas

For Horizon Land Developments Pvt. Ltd.  
Director



Fernandes alias Mr. Cosmas Francis Fernandes and his wife Mrs. Perpetua Fernandes, the Landowners herein became exclusive owners of the SAID PROPERTY.

3. The Landowners and the Promoter mutually agreed that the Landowners shall sell the said property to the Promoter, who can carry out construction of the building project on the same land and pursuant to such mutual oral understanding the Promoter have obtained following permissions /Licences from the Concerned Authorities

- (a) Construction Licence issued from the Village Panchayat of Pilerne Marra Goa under No. VP/PM/F.2/residential Villas / Swimming Pools / Com-Wall/ 2019-20/53 dated 16/4/2019
- (b) Conversion Sanad dated 8/4/2019 under No. 4/320/CNV/AC-III/2018/568 granted by the Office of the Additional Collector II , North Goa, District, Mapusa Goa.
- (c) Technical Clearance Order dated 13/11/2018, under Ref No. TPB/4857/MARRA/TCP-18/4781 granted by the Office of the Senior Town Planner , Mapusa.
- (d) No Objection Certificate from the Health Primary Health Centre Candolim under No. PHCC/N.O.C. /2018-2019/2206 dated 24/12/2018
- (e) Letter from the Electricity Department O& M Sub division II Porvorim, under No. 1/10/TECH/O&M /SD.11/POR/2018-19/3588 dated 29/11/2018

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Director


(f) Letter from the Water Supply Department under no. PWD/SDIV/PHE-N/F.13/704/2018-19 dated 9/11/2018

4. The PROMOTER has appointed a structural Engineer Mr Shirish Kamat having registration no. ER/0083/2010 from Panaji-Goa and Mrs Virangini Kamat having Registration No. CA/2000/26906 /AR /0027/2011 as Architect for the preparation of the structural design and drawings of the buildings and the PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s;

5. The Landowners also permitted the Promoter to commence construction on the said property and accordingly the Promoter has commenced the construction and have carried out construction upto plinth level pursuant to the Licences and permissions issued by the Concerned Authorities.

6. Accordingly, as per the requirements of the Real Estate (Regulation and Development) Act 2016 and Rules framed thereunder with the Real Estate Regulatory Authority, the present agreement is executed.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

For Horizon Real Developments Pvt. Ltd.







1. The PROMOTER has at his own costs and expenses has prepared plans for construction of a building project on the said property and has obtained various licenses and permissions from the necessary authorities for construction of a building project on the said property which has been done by the Promoter entirely at his own costs and expenses. The Landowners shall execute an Irrevocable Power of Attorney in favor of the Promoter immediately after execution of these present with powers requisite for representing the Landowners in all matters regarding the approvals, conversion, partition etc.
2. The Landowners shall sell and the Purchaser shall purchase the said property at or for a total price of Rs 1,02,50,000/- (Rupees One Crore and Two Lakh and Fifty Thousand Only) .The said Sum of Rs 1,02,50,000/- (Rupees One Crore and Two Lakh and Fifty Thousand Only) has already been paid by the Purchasers vide RTGS transfers.
3. However, as the land is being purchased for a purposes of setting up of project on the same land , the Promoter has informed the Landowners that the ultimate sale deed and transfer of land by the Landowners will have to be made to the nominees of the Promoter in the manner following :-
  - (a) In case of formation of the housing Co-operative Society by the premises holder in the said project by the

For Horizon Real Developments Pvt. Ltd.

execution of proper Conveyance Deed in favour of the Society upon its formation which Society shall in such case be nominee of the Promoter.

(b) In case of non-formation of the Society or if so decided by the Promoter than by execution of individual Sale deed in favour of each of the Purchasers of the Premises in the Project of the corresponding proportionate share in land corresponding to such premises in which case such Purchasers shall be deemed to be nominee of the Purchasers.

4. The Promoter shall join as a Confirming Party to all such Conveyances / Sale deed that may be executed by the Landowner in the manner aforesaid.

5. The Possession of the land is not handed over to the Promoter as the same will be directly handed over to the Co-operative Society and/or transferee of the undivided share/s as aforesaid .

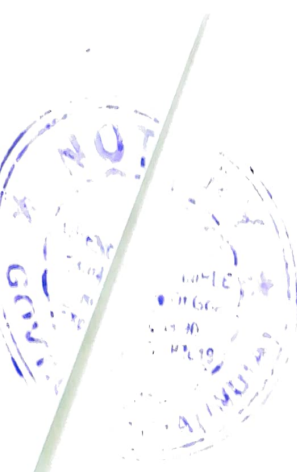
6. In the Circumstances, aforesaid Licence has been granted to the Promoter to enter the said property to carry out works and do all needful for construction and setting up of the project and completion of work .

7. The Landowners shall also execute Power of Attorney in favour of the Promoter and to enable the Promoter to do all needful like obtaining Licences and permissions etc. for the project and obtaining conversion Sanad or Completion or Occupancy Certificate and all other necessary permissions and

*[Signature]*

*[Signature]*

*[Signature]*



approvals from all the Concerned Authorities which Power of Attorney shall be irrevocable.

8. The Promoter shall at any time hereafter be entitled to mortgage the said land to any bank / institution / part as security for any loan/s that may be raised by the Promoter.

9. The PROMOTER shall at any time hereafter be entitled to enter into or execute any agreement/s or transactions with any third party regarding any of the premises to be constructed by PROMOTER in the said project even without consent of or reference to the LANDOWNERS and receive any payments however that, if PROMOTER requires the LANDOWNERS to join to and confirm such agreement or transaction to be entered into with any third party by PROMOTER, then the LANDOWNER shall be bound to join as a confirming party and confirm the transaction.

10. The parties are aware that the said property falls in Settlement Zone "S-2" and that the FAR available for construction on the said plot is "80%" (eighty percent). In case at any time hereafter the FAR with respect to the said property is increased then the benefit of such increased FAR shall accrue to the PROMOTER and the PROMOTER shall be entitled to have and enjoy the entire benefit of such increased FAR entirely and exclusively at all times



For Horizon Land Developments Pvt. Ltd.  
Director





and carry out additional constructions and the Landowners shall not have any claim regarding the same.

11. The PROMOTER shall be entitled to assign or transfer his rights under this agreement either wholly or as regards construction of any building/s or any portion/s of the said property in favor of any person/s and the Landowners declares that the Landowners has no objection for the same. The Promoter shall be entitled to develop the same in the manner deemed proper by him at his discretion and at such time as may be decided by him and the Landowners shall have no objection for the same. The Landowners hereby record their no objection for the Promoter realigning, re-designing, re-locating, altering, extending, increasing the heights, plotting any of the building/s or area/s or any TDR or FSI transfer and consequent changes in the building/s or in the said project in the manner deemed proper at his discretion by the Promoter at any time.

12. In case any party or any person/s entering into any transaction with the PROMOTER regarding any premises are desirous of raising any loan or finance and for that purpose such premises are required to be mortgaged or charged to any Bank or financial institution then the LANDOWNERS hereto at the request of the PROMOTER shall so join to and execute necessary documents and do all requisite acts necessary to perfect creation of such

For Horizon Land Developments Pvt. Ltd.  
Director

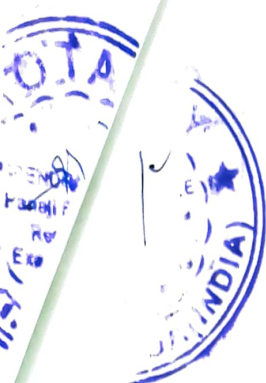


mortgage provided no personal liability of any nature regarding the repayment of loan is cast upon the LANDOWNERS. Further, costs involved therein shall also be borne by the one who obtains such loan. Such loans may be even obtained by the PROMOTER for construction purposes by mortgaging the said property and the LANDOWNERS have no objection for creation of mortgage on said property as security for such loans;

13. The Landowners shall execute all necessary or requisite transfer documents to convey and transfer the said undivided rights and shares in the said property to the Promoter or his nominee/s either as a whole or in such proportions as may be required by the PROMOTER, provided that the costs to the stamp duty and registration charges and other expenses relating to execution of any such document/s is borne and paid by the PROMOTER or his nominee/s.

14. In case any disputes or litigations regarding the title or possession of the said plot arises at any time, it shall be the responsibility of the LANDOWNERS to defend, resolve and settle the same at their own costs and to indemnify and keep indemnified and fully protected and compensated the PROMOTER and his customers/buyers from any losses or liabilities that may arise there from;

For Horizon Land Developments Pvt. Ltd.  
Director




15. The PROMOTER is hereby granted licence as already stated above and shall at all times hereafter be entitled to enter upon the said property along with his laborers, contractors, employees or workmen and carry out any works necessary or requisite for the purposes and intents of this agreement and the LANDOWNERS or his agents or employees shall not in any manner obstruct or object thereto. The PROMOTER may even erect or put up any temporary shed or structures for his laborers at the site and carry out any construction works.


16. The present agreement is not intended to be a commercial development transaction but an enforceable contract to sell regarding acquisition of land by purchase for purposes of setting up his project by the PROMOTER for which consideration has been paid .

17. Both the parties agree that the present agreement shall be specifically enforceable and no party shall terminate the same on any grounds.

18. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the LANDOWNERS in



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Director



respect of the project land and/or the project except those disclosed in the title report.

### 19. ENTIRE AGREEMENT



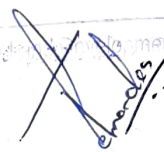
This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, MOU's any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said premises/villas, as the case may be;

### 20. RIGHT TO AMEND


This Agreement may only be amended through written consent of the parties;

### 21. SEVERABILITY

If any provision of this Agreement shall be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and

For ~~Development~~ ~~Agreements~~ Pvt. Ltd.



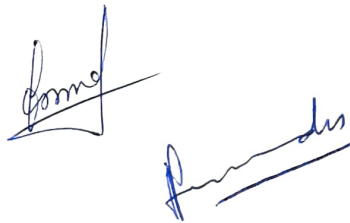
enforceable as applicable at the time of execution of this Agreement;

## 22. FURTHER ASSURANCES


Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provision of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such truncation;

23. That all notices to be served on the LANDOWNERS and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the LANDOWNERS or the PROMOTER by Registered Post A/D and notified Email ID/Under Certificate of posting at their respective addresses.

It shall be the duty of the LANDOWNERS and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTER or the LANDOWNERS, as the case may be.



For Horizon Land Developments Pvt. Ltd.  
Director





24. Stamp Duty and Registration: -The charges towards stamp duty of this Agreement as also Sale deed/s shall be borne by the PROMOTER;

25. Dispute Resolution:-Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to a single Arbitrator or if law so requires then to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development), there under.

26. An irrevocable license to enter upon , remain, carry out works of development and do all such acts as may be desired by the Promoter or his agents or assignee/s is hereby granted in favor of the Promoter by the Landowners.


27. All the original title documents relating to the said property shall be handed over by the Landowners to the Promoter after price amount/s receipts full .

28. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the state of Goa will have the jurisdiction with respect to this Agreement;

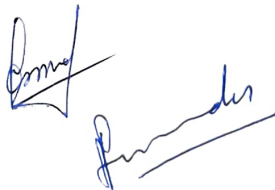
29. The Landowners further declare and assure as under :-


  
For Horizon Land Developments Pvt. Ltd.  
Director

- 
- (a) The said property is not subject matter of any pending litigation of court or other orders.
  - (b) That there are no acquisitions or requisitions or notification or orders affecting the said property in any manner.
  - (c) The Promoter is the son of the Landowners and the Landowners further declare that they have no other Children or any other person who can succeed their estate other than the Promoter and Therefore, they are entitled to enter into agreement to sell with the Promoter without any restrictions of whatsoever nature.
  - (d) That the title of the Landowners of the said property is free from any encumbrances.
  - (e) That no other persons have any rights of whatsoever nature in or over the property.
  - (f) That the Landowners have not entered into any prior agreement or arrangements with any persons with respect to the said property.

**30.** The Executants declare that the subject matter of this Agreement does not pertain to occupancies of persons belonging to Schedule Caste and Schedule Tribes as per Notification bearing no. RD/LND/LRC/318/77 dated 24/08/1978 and circular No. RD/LND/LRC/318/77 dated 24/08/1978 and Circular No. 16/04/2011-RD dated 6/6/2011 issued by Government of Goa.



For Horizon Land Developments Pvt. Ltd.



Director

31. The possession of the said property is not handed over to the PROMOTER nor intended to be handed over.

32. The Market Value of the property subject matter of present Agreement is Rs 1,02,50,000/- (Rupees One Crore and Two Lakh and Fifty Thousand Only) and accordingly the stamp duty of 2.9% being Rs 3,07,500/- (Rupees Three Lakhs and Seven Thousand and five hundred Only) is paid hereon.

#### **SCHEDULE-I**

##### **(DESCRIPTION OF THE SAID PLOT)**


All that property known as "PONGERACHO AKH" or "PONGURACHO AKH", totally admeasuring 2050 sq. mts., not described in the Land Registration Office of Bardez, but presently surveyed under no. 46/5 of village Marra Pilerne, situated at Marra, within the limits of Village Panchayat of Pilerne Marra, Taluka Bardez, District of North Goa,, and bounded as under:

North : By Survey No 39/28 of Village  
Marra

South : By Survey No 45/1 of Village Marra

East : By Survey No 41 of Village Marra

West : By Survey No 46/4 of Village Marra.

For Horizon Land Developments Pvt. Ltd.,  
Director



IN WITNESS WHEREOF THE PARTIES HERETO  
HAVE EXECUTED THESE PRESENTS ON THE DAY, THE  
MONTH AND THE YEAR FIRST HEREINABOVE  
MENTIONED.



For Horizon Land Developments Pvt. Ltd.  
  
Director

SIGNED, SEALED AND DELIVERED

BY WITHIN NAMED VENDOR

1. MR. COSMAS FRANCIS FERNANDES




2. MRS PERPETUA FERNANDES



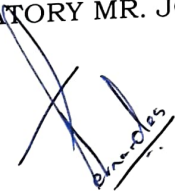

SIGNED, SEALED AND DELIVERED

BY WITHIN NAMED PURCHASER

M/S HORIZON LAND DEVELOPMENTS

PVT. LTD. THROUGH ITS AUTHORISED

SIGNATORY MR. JONATHAN FERNANDES




In the presence of:-

1.

2.



This affidavit/ document is executed  
before me and / attest its execution  
Sd/-: 1250/0/2019  
Dated: 05/09/2019

*[Handwritten signature]*

**U. R. Timble**  
ADVOCATE & NOTARY  
F08, 1st Floor,  
Atmaram Commercial Complex,  
Dr. A. B. Road, Panaji - Goa.





भारत सरकार

Government of India

Cosmas Francis Fernandes

Year of Birth : 1957

Male



2554 6481 4155

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान अधिकरण

Unique Identification Authority of India

Address:

C/O: Perpetua Fernandes, H.No.391/1, Marra, Near St.  
Ann's Chapel, Pilerne, North Goa, Pilerne, Goa, 403114

2554 6481 4155

1800 300 1347

help@uidai.gov.in

www.uidai.gov.in



भारत सरकार  
GOVERNMENT OF INDIA



Perpetua Fernandes  
YoB:1963  
Female



8022 2894 8790

**Aadhaar - Aam Aadmi ka Adhikar**

*Perpetua Fernandes*



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:  
W/O: Cosmos A. Fernandes, H NO-391/1, Mana Pilerne  
Bardez, Goa-Panaji, North Goa  
Goa, 403114

**Aadhaar - Aam Aadmi ka Adhikar**



भारत सरकार  
Government of India  
Jonathan Fernandes  
Year of Birth : 1987  
Male



5893 5757 6961

आधार - आम आदमी का अधिकार

*Handwritten signature in blue ink.*



भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

Address:  
S/O: Cosmas Francis Fernandes, H.No.391/1, Marra, Near  
St. Anns Chapel, Pilerne, North Goa, Pilerne, Goa, 403114

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