भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

INDIA

गोवा GOA

260/2023

Sl. No. 9115 Place of Vend: Margao. Date of Issue 17/10/23

Value of Stamp Paper 25,000/-

Name of the Purchaser M/s TRICON

S/o ..... Residing at Margao

As there is no one single stamp paper for the value of Rs.: 104500/- Additional stamp paper for the completion of the value is attached along with

Stamp Vendor Signature Signature of Purchaser

146648

TONY FERNANDES

Govt. Authorised Stamp Vendor

Licence No. JUD/VSN-LIC/1/2013/AC-I

Shop No. 4, Ave Maria Building,

Margao-Goa Ph: 2731274

For M/S TRICON (NILESH M. NAIK)

For TRICON

Authorised Signatory

AGREEMENT FOR DEVELOPMENT

(WITHOUT POSSESSION)

For TRICON

Authorised Signatory

THE SEAL OF THE SUB-REGISTRAR OF SANGUEM

SANGUEM

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

INDIA

गोवा GOA

Sl. No. 9115 Place of Vend: Margao. Date of Issue 17/10/23

Value of Stamp Paper 25,000/-

Name of the Purchaser M/s. Tricon

S/o ..... Residing at Margao

As there is no one single stamp paper for the value of Rs.: 104500/- Additional stamp paper for the completion of the value is attached along with

Stamp Vendor Signature Signature of Purchaser

146649

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

AGREEMENT FOR DEVELOPMENT

(WITHOUT POSSESSION)

For TRICON

Authorised Signatroy

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

INDIA

गोवा GOA

Sl. No. 9115 Place of Vend: Margao. Date of Issue 17/10/23

Value of Stamp Paper 25,000/-

Name of the Purchaser M/s. Tricon

S/o ..... Residing at Margao

As there is no one single stamp paper for the value of Rs. 104500/- Additional stamp paper for the completion of the value is attached along with

Stamp Vendor Signature Signature of Purchaser

146650

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

TRAR OF SANGUEM

AGREEMENT FOR DEVELOPMENT

(WITHOUT POSSESSION)

For TRICON

Authorised Signatroy

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

INDIA

गोवा GOA

Sl. No. 9115 Place of Vend: Margao. Date of Issue 17/10/23

Value of Stamp Paper 25,000/-

Name of the Purchaser M/s. Tricon

S/o ..... Residing at Margao

As there is no one single stamp paper for the value of Rs. 104500/- Additional stamp paper for the completion of the value is attached along with.

Stamp Vendor Signature Signature of Purchaser

146651

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

AGREEMENT FOR DEVELOPMENT

(WITHOUT POSSESSION)

For TRICON

Authorised Signatroy

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

गोवा GOA

Sl. No. 9115 Place of Vendi Margao Date of Issue 17/10/23

Value of Stamp Paper 1000/-

Name of the Purchaser M/s. Tricon

S/o. Residing at Margao

As there is no one single stamp paper for the value of Rs. 104500/- Additional stamp paper for the completion of the value is attached along with

Stamp Vendor Signature Signature of Purchaser

800298

TONY FERNANDE

Govt. Authorised Stamp Vendor

Shop No. 4, Ave Maria Build

Margao-Goa Ph. 273127

GISTRAR OF SANGUEM

AGREEMENT FOR DEVELOPMENT

(WITHOUT POSSESSION)

For TRICON

Authorised Signatroy

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

INDIA

गोवा GOA

1000/-
M/s Tricon
Margao

Stamp Vendor Signature

Signature of Purchaser

AGREEMENT FOR DEVELOPMENT

(WITHOUT POSSESSION)

For TRICON

Authorised Signatory

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

गोवा GOA

Sl. No. 9115 ... 17/10/23

800300

Value of ... 1000/-

Name of the ... M/s. Tricon

S/o. ... Residing at Margao

As there is no one single stamp paper for the value of Rs. 104500/- Additional stamp paper for the completion of the value is attached along with

TONY FERNANDES

Govt. Authorised Stamp Vendor

Shop No. 4, Ave Maria Building

Margao-Goa Ph: 2731274

Stamp Vendor Signature Signature of Purchaser

ISTRAR OF SANGUEM

AGREEMENT FOR DEVELOPMENT

(WITHOUT POSSESSION)

For TRICON

Authorised Signatroy

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

गोवा GOA

Sl. No. 9115 Dt. 17/10/23

Value 1000/-

Name of the Party M/s. Tricon.

S/o. Vestiting at Margao

As there is no other single stamp paper for the value of Rs. 104500/- additional stamp paper for completion of the value is attached along with

Stamp Vendor Signature Signature of Purchaser

800301

TONY FERNANDE

Govt. Authorised Stamp Vendor

Licence No. [illegible]

Shop No. [illegible]

Margao-[illegible]

STRAR OF SANGUEM

AGREEMENT FOR DEVELOPMENT

(WITHOUT POSSESSION)

For TRICON

Authorised Signatroy

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

गोवा GOA

Sl. No. 9115 Place of Vend: Margao. Date of Issue 17/10/23

Value of Stamp Paper 500/-

Name of the Purchaser M/S. Tricon

S/o ____ Residing at Margao

as there is no one single stamp paper for the value of Rs.: 104500/- Additional stamp paper for the completion of the value is attached along with

Stamp Vendor Signature Signature of Purchaser

886147

TONY FERNANDES

Govt. Authorised Stamp Vendor

Licence No. JUD/VEN-LIC/1/2013/ACH

Shop No. 4, Ave Maria Building

Margao-Goa Ph: 2731274

AGREEMENT FOR DEVELOPMENT

(WITHOUT POSSESSION)

For TRICON

Authorised Signatroy

THIS AGREEMENT FOR DEVELOPMENT is made and executed at SANGUEM GOA on 17th day of October of the Year Two Thousand and Twenty-Three (17/10/2023).

BETWEEN

1. **Mr. STANLEY CRESCENT FERNANDES** son of Mr. A.V.M. Fernandes, aged 49 years, married, occupation business, Indian National, holder of Pan Card No. , Aadhar Card No. and Mobile number , residing at House No. 105/2, Gavant, Carambolim, Tiswadi, Goa.

2. **Mrs. NIRMALA CARVALHO E FERNANDES** alias **NIRMALA CARVALHO**, wife of Mr. Stanley Crescent Fernandes, aged 48 years, Married, Occupation: Business, Indian National, holder of Pan Card bearing No. , Aadhar Card No. and Mobile number , residing at H.No. 105/2, Gavant, Carambolim, Tiswadi, Goa

3. **Dr. CHANDRAKANT PUNDALIK SHETYE,** Son of Late Pundalik B. Shetye, aged 52 years, Married, Occupation: Doctor, Indian National, holder of Pan Card bearing No. , Aadhar Card No. and Mobile number , residing at H. No. 4/196, Pundalik Niwas, Plot No.3, Sapna Village, Peddem, Mapusa, Bardez-Goa.

For TRICON

Authorised Signatory

4. **Dr. BHAGYASHREE CHANDRAKANT SHETYE**, wife of Dr. Chandrakant P. Shetye, 42 years of age, Married, Doctor by profession, Indian National, holder of Aadhar Card No. --- and Pan Card No. , resident of H. No. 4/196, Pundalik Niwas, Plot No.3, Sapna Village, Peddem, Mapusa, Bardez-Goa.

5. **Mr. PERVIS BENEDITO GOMES**, Son of Constacio Floriano Gomes, aged 63 years, married, retired, Indian National, holder of Pan Card No. , Aadhar Card No. and mobile number , residing at H. No. F/9, Altamont Society, Ascanio Costa Road, Margao-Goa.

REGISTRAR OF SALCETE

6. **Mrs. MELITA GRACE PINTO E GOMES**, wife of Mr. Pervis Benedito Gomes, aged 54 years, Married, Occupation: Business, Indian National, holder of Pan Card bearing No. , Aadhar Card No. and Mobile number , residing at H. No. F/9, Altamont Society, Ascanio Costa Road, Margao-Goa.

7. **Mr. SANDEEP CHANDRAKANT PRABHU**, Son of Mr. Chandrakant Prabhu, age 45 years, married, Indian National, Businessmen, holding Pan Card No. , Aadhar Card No.

For TRICON

Authorised Signatory

resident of H. No. 516, Bagwada, Sanvordem, Sanguem, South-Goa and his wife;

8. **Mrs. SIDDHI SANDEEP PRABHU**, wife of Mr. Sandeep Prabhu, age 35 years, married, Indian National, Business, holding of Aadhar Card No. Pan Card No. , resident of H. No. 516, Bagwada, Sanvordem, Sanguem, South Goa, herein under jointly referred to as the **VENDORS** (Which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the **FIRST PART.**

AND

M/s. TRICON, a registered partnership firm having PAN Card No: and duly registered under No.MGO-F68-2023 before the Office of the Sub-registrar of Firms, Salcete, represented herein by its duly authorized partner namely **MR. NILESH MOHAN NAIK**, son of late Mr. Mohan Rama Naik, aged 49 years, married, occupation business, Indian National, holder of Pan Card No. and Aadhaar card No. , residing at House No.166, Near Market, Madallem, Cansaulim, South-Goa, Goa - 403712, hereinafter referred to as the "**DEVELOPER**" party of the OTHER PART.

For TRICON

Authorised Signatroy

The VENDOR No.2 is represented in this act by their duly constituted Power of Attorney, husband the VENDOR No. 1 **Mr. STANLEY CRESCENT FERNANDES** son of Mr. A.V.M. Fernandes, aged 49 years, by virtue of Power of Attorney dated 26/08/2023, registered under No. 6774/2023 executed before the Notary Adv. Noel Parras D'Cruz, having its office at Margao Goa.

The VENDORS No. 3 & 4 are represented in this act by their duly constituted Power of Attorney, brother/brother-in-law **Mr. SABAJI PUNDALIK SHETYE**, son of late Pundalik B. Shetye, 65 years of age, Married, occupation-business, having Pan Card No. [illegible] and Adhar Card No. [illegible] and resident of H.No. 883/5, Socorro Porvorim, Opposite Socorro Panchayat, Porvorim, Bardez, North Goa 403501, by virtue of Power of Attorney dated **25/08/2023**, registered under No. **25685/2023** executed before the Notary Advocate **N. C. Gaonkar**, having its office at **Mapusa, Bardez Goa.**

The VENDOR No.6 is represented in this act by their duly constituted Power of Attorney, husband the VENDOR No. 5, **Mr. PERVIS BENEDITO GOMES**, Son of Constacio Floriano Gomes, aged 61 years, by virtue of Power of Attorney dated ,28.08.2023, registered under No. 6809/2023 executed before the Notary Adv. Noel Parras D'Cruz, having its office at Margao Goa.

For TRICON

Authorised Signatroy

The VENDOR No.8 represented in this act by their duly constituted Power of Attorney, husband, the VENDOR No. 7 **Mr. SANDEEP CHANDRAKANT PRABHU**, Son of Mr. Chandrakant Prabhu, age 43 years, by virtue of Power of Attorney dated **25/08/2023**, registered under No. **144/2023** executed before the Notary Advocate **Vithoo K. Naik**, having its office at **Curchorem Goa.**

WHEREAS, All that immovable property bearing Survey Number 13/1 known as "TOLEM" alias "XENDO of TOLEM" alias ZORO totally admeasuring an area of 50,225 square meters situated at Sanvordem, within the jurisdiction of Village Panchayat Sanvordem, Taluka and Registration Sub- District of Sanguem, South Goa District, State of Goa and was recorded under the Cadastral Sy. No. 36 of village Sanvordem in the name of Visomber Xamba Sinai Savordecar during Portuguese regime better described in SCHEDULE- I and is herein after referred to as the "SAID LARGER PROPERTY"

AND WHEREAS the SAID LARGER PROPERTY was originally inscribed in favour of Late. Shri. Xamba Sanvlo Sinai Sanvordemkar and upon death of late Shri. Xamba Sanvlo Sinai Sanvordemkar and his wife, SAID LARGER PROPERTY devolved in favour of their sole and Universal heir Shri. Visvambara Sanvordencar alias Vishwambar Shamba Sanvordekar married to Smt. Sogunabai

For **TRICON**

Authorised Signatory

Sinai Sanvordekar and Shri. Sanvlo Shamba Sinai Sanvordencar alias Sanvlo Xamba Sinai Narcornim Sanvodekar and his wife Smt. Himavatibai alias Lilabai Sanvolo Sinai Narcornim Sanvordekar.

AND WHEREAS said Shri. Visvambara Sanvordencar alias Vishwambar Shamba Sanvordekar and his wife Smt. Sogunnabai Sinai Sanvordekar expired leaving behind their sole and universal heir Shri. Jaganath Vishwambhar Sinai Sanvordencar, married to Mrs. Tara Jaganath Nadkarni Sawardekar alias Tara Jaganath Sinai Sanvordencar alias Tarabai Nadcarnim.

AND WHEREAS said late Shri. Jaganath Vishwambhar Sinai Sanvordencar expired at Singbal hospital, Ponda-Goa, on 26.10.1996, leaving behind his wife and moiety share holder Mrs. Tara Jaganath Nadkarni Sawardekar alias Tara Jaganath Sinai Sanvordencar alias Tarabai Nadcarnim, and his sole and universal heir his only child Shri. Xamba Jegonata Nadcarnim alias Shyam Jagahnath Nadkarni Sawardekar, married to Smt. Suvarna Shyam Nadkarni Sawardekar, to the estate left behind him in the state of Goa including the "SAID LARGER PROPERTY", who are qualified as heirs by Deed of Succession dated 14.01.2005 drawn at the office of the Notary & Ex-officio of the Judicial Division of Quepem, City of Quepem, at page Nos. 57-60 of Notarial Book No. 579.

For TRICON

Authorised Signatory

AND WHEREAS the said late Shri. Sanvlo Shamba Sinai Sanvordencar alias Sanvlo Xamba Sinai Narcarnim Sanvodekar and his wife late Smt. Himavatibai alias Lilabai Sanvolo Sinai Narcarnim Sanvordekar, both expired at Sanvordem, on 08.12.1988 and 22.10.1986, respectively without having ascendants and descendants, without issues.

AND WHEREAS Mrs. Tara Jaganath Nadkarni Sawardekar alias Tara Jaganath Sinai Sanvordencar alias Tarabai Nadcarnim, expired at Sanjivani Hospital, Bandora, Ponda - Goa, on 11.02.2015 leaving behind her sole and universal heir her only son Shri. Xamba Jegonata Nadcarnim alias Shyam Jagahnath Nadkarni Sawardekar married to Smt. Suvarna Shyam Nadkarni Sawardekar.

AND WHEREAS vide Deed of Succession dated 07.02.2017 drawn at the office of the Notary Ex-Officio, of Canacona, Goa, at page No. 52-54v of the Notarial Book of Deeds No. 54, said Shri. Xamba Jegonata Nadcarnim alias Shyam Jagahnath Nadkarni Sawardekar, married to Smt. Suvarna Shyam Nadkarni Sawardekar, being grandson of Shri. Viswambara Sanvordencar alias Vishwambar Shamba Sanvordekar and his wife Smt. Sogunabai Sinai Sanvordencar, a collateral heirs being brother/ brother -in-law of late Shri. Sanvlo Shamba Sinai Sanvordencar alias Sanvlo Xamba Sinai Nadcornim Sanvodekar and his wife late Shri. Himavatibai alias Lilabai

REGISTRAR OF SANQUELIM

For TRICON

Authorised Signatroy

Sanvolo Sinai Narcornim Sanvordekar and being son of late Mrs. Tara Jaganath Nadkarni Sawardekar alias Tara Jaganath Sinai Sanvordencar alias Tarabai Nadcarnim, and Shri. Jaganath Vishwambhar Sinai Sanvordencar, as their sole and universal heir to the estate left behind by them in the state of Goa including the SAID LARGER PROPERTY.

AND WHEREAS Shri. Shyam Jagannath Nadkarni alias Xamba Jagonata Nadcarnim alias Shyam Jagahnath Nadkarni Sawardekar and his wife Smt. Suvarna Shyam Nadkarni Sawardekar were owners in possession of the SAID LARGER PROPERTY.

AND WHEREAS the SAID LARGER PROPERTY was admeasuring an area of 50,225 square meters, out of which the part of the property admeasuring an area of 1,278 square meters were sold by erstwhile owners by Deed of Sale and the balance area is 48,947 square meters were retained by them.

AND WHEREAS the VENDORS have purchased part of the "SAID LARGER PROPERTY" admeasuring an area of 48,947 sq. meters by deed of sale dated 09.11.2021 from erstwhile owners Shri Shyam Jagannath Nadkarni alias Xamba Jegonata Nadcarnim alias Shyam Jaganath Nadkarni Sawardekar and his Smt.Suvarna Shyam Nadkarnialias Smt. Suvarna Shyam Nadkarni Sawardekar. The said deed of sale bearing

For TRICON

Authorised Signatroy

serial no. 2021-SGN-175 was duly executed and registered before the Sub-Registrar of Sanguem on 9th November 2021 under Registration No. SGM-1-169-2021 of Book No. 1 Document.

AND WHEREAS the "SAID LARGER PROPERTY" was mutated in favour of the present VENDORS by the Mamlatdar and Certifying Officer of Sanguem Taluka and the name of the present VENDORS were recorded in the occupant column of form I & XIV of village Sanvordem.

AND WHEREAS the Inspector of Land Survey and Records, Quepem by its order in the Partition Proceedings bearing number: LRC/PART/ISLR/SANV/65/22 dated 28.02.2022 have partitioned the share of the VENDORS admeasuring an area of 48,700 sq. mts. and the separate Survey No. 13/1-B of village Sanvordem was allotted to the partitioned property which is more particularly described in the Schedule -II which is herein referred to as the SAID PROPERTY.

AND WHEREAS the said property was developed by the VENDORS into various plots with the permission of the concerned authorities.

AND WHEREAS the Collector of South Goa at Margao has issued the conversion **SANAD** with respect to the said property bearing Sy. No.13/1-B vide No. COL/SAN/SG/CONV/ 121/2021/8166, dated - 17.06.2022.

For TRICON

Authorised Signatory

AND WHEREAS the Town & Country Department has issued the Technical Clearance Order vide Ref. No. TPQ/7538/S-Sanguem/13/1-(P)/2022/441 dated - 07.03.2022.

AND WHEREAS on completion of the development work, the Town& Country Planning Department has issued the final NOC vide. Ref. No. TPQ/7538/S-Sanguem/13/1-B/2023/1231, dated - 01.06.2023.

AND WHEREAS the Village Panchayat of Sanvordem village has issued Development permission / Provisional NOC vide Ref. No. VP/S/SAN/NOC-Provisional/2021-22/19 dated - 05.04.2022.

AND WHEREAS on completion of the development work, the Village Panchayat, Sanvordem has issued final NOC vide Ref. No. VP/S/SAN/FINAL NOC/2023-24/339, dated - 09.06.2023.

AND WHEREAS, the Developers have approached the Owners with a proposal to construct the buildings in the plots No. 1 & 2 in the property bearing Sy.No.13/1-B of village Savordem after obtaining all the necessary NOCs and permissions from the competent authorities;

AND WHEREAS, after discussions the Owners have agreed to permit the Developers to construct the buildings in said plots and the

For TRICON

Authorised Signatroy

Developer has agreed to develop and construct the buildings on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The VENDORS do hereby permit the Developer to develop and construct the building in the plots No.1 & 2 of the said property surveyed under Survey No. 13/1-B of Village Savordem, Sanguem, South Goa, Goa fully described in Schedule III hereunder written, hereinafter referred to as the **"said Plots"** and the Developers do hereby agree and accept to construct the commercial/residential complex in accordance with the plans duly approved by the competent authorities.

2. In consideration of the VENDORS permitting the Developers to develop the said plots by constructing the commercial/residential complex in the said plots upon obtaining all necessary permissions, sanctions, approval of plans, licenses from all Departments or local offices and on payments of all charges thereto by the Developers, the DEVELOPER shall be entitled to 60 % of the built-up area of the premises (shops /residential) constructed in the said plots

For TRICON

Authorised Signatroy

3. All expenses relating to the procurement of approvals /licenses from the concerned authorities for such development /construction including procuring approvals and construction license shall be borne by and paid for by the DEVELOPERS herein who shall pay for the same in the name of the VENDORS herein.

4. That the DEVELOPERS herein based on the representation made by the VENDORS herein with respect to the title and possession of the said property & said plots described herein above, the DEVELOPERS herein hereby agrees to develop, construct the buildings and further complete the constructions of buildings in the said plots at all the costs and expenses of the DEVELOPERS herein.

5. The DEVELOPER will be entitled to modify/make amend the approved building plans in the name of the VENDORS herein provided the modification is within or as per the provision of the approved plans. The DEVELOPERS shall pay all fees of the Surveyor/Engineers, Architect and RCC Consultant etc appointed by him for the purpose of completing the development of the said plots.

6. It is hereby agreed that the VENDORS shall be entitled to and retain 40% (forty percent) of the built-up area and the Developers shall be entitled to and granted as consideration towards the costs and expenses incurred by them

For TRICON

Authorised Signatroy

for undertaking the construction of commercial/residential project in the said plots the remaining 60% (sixty percent) of the built-up area of the said project.

7. Upon execution of this agreement, the VENDORS shall permit the developers to enter into the said plots to carry out the work of development of the said plots. However, it is expressly agreed and understood that the entry of the Developers in the said plots is by way of a mere License and shall not be construed as any kind of grant of possession of the said plots unto the Developers.

REGISTRAR OF SANGUEM

8. After the physical verification of the area of the said plots, the Developers shall apply for and obtain, in the name of the VENDORS, all the necessary permissions and licenses and NOCs from the concerned authorities as required for undertaking development and sub division of plots in the said PLOTS at the Developers own costs and expenses.

9. The Developers shall after preparing and getting the plan approved, with the mutual consent of VENDORS, earmark by Serial Nos. the flats/shops which will form part of the VENDORS entitlement (i.e. 40%) and the one which will form part of the Developers entitlement (i.e. 60%). The entitlement would be reduced in

For TRICON

Authorised Signatroy

writing and signed and exchanged by both the parties.

10. Upon completion of the Development of project, the Developers shall intimate the same in writing along with a copy of Final NOC of development to the VENDORS. The VENDORS shall then secure their entitlement of 40% of the developed flats/shop and hand over the possession of the Developers entitlement of 60% of the developed flats/shops which are earmarked herein above.

11. The development of the said project shall be completed within 36 months from the date of execution of this agreement subject to extension of further six months, which extension if required by the developer, will be obtained by the Developers from the VENDORS in writing before the completion of the 36-month tenure.

12. In the event the Developers fail to complete the development and sub division of the property within the stipulated period of 36 months and/or further extension of six months to be granted by the VENDORS in writing, this agreement shall stand automatically terminated by and between the parties. It is expressly agreed and understood by and between

For TRICON

Authorised Signatory

the parties that time is specifically agreed to be the essence of this agreement.

13. It is specifically agreed between the parties that all the expenses towards the development of the project including obtaining Permissions/license shall be borne exclusively by the Developers and the VENDORS shall not be responsible for the same.

14. The Developers shall be entitled to enter into agreements for sale (without possession), by agreement or any other transactions as they deem fit of the flats/shops earmarked by them towards the 60% built up area to any prospective purchaser/s on such terms and considerations as the Developers may decide and realize the amount thereof for themselves. Similarly the VENDORS shall be entitled to enter into agreement for sale (without possession) with the prospective buyer with respect to 40% built up area.

15. The VENDORS have represented to the Developers that: -

a) Notwithstanding the representations made hereinabove, the Developers have independently verified the right, title, interest and possession of the

For TRICON

Authorised Signatory

Vendors and have satisfied themselves in respect of the Owners' right, title, interest and possession as well as the developable potential of the said property.

16. It is also agreed by and between the parties that the stamp duty and registration charges in respect of the transfer of right, title, interest of the said 60% of the developed area agreed to be transferred to the Developers upon completion of the development shall be borne by the Developers or his nominee. The VENDORS however shall continue to be the owners of the remaining 40% of the developed area of the said PLOT and any stamp duty or registration payable on the same shall be borne by the VENDORS.

17. The areas which will have to be left in the said development of the SAID PLOT as set back/open spaces, roads, sewage lines etc. shall be common properties. However, the area left for road widening and any buffer zone in the said PLOT shall always remain to the exclusive ownership of the VENDORS. The VENDORS however shall always provide access to the Developers/their nominees and/or the prospective Purchasers to access their Plots from the main road.

For TRICON

Authorised Signatroy

18. In the event the permission granted for development is revoked in respect of portion of the said PLOT, on account of any change in law, then the area proposed to be transferred in favour of the Developers shall be reduced proportionately. However, if any permission is revoked on account of contravention of any conditions of this agreement or any permissions granted by authorities, the Developers shall assume its full liability, indemnifying the VENDORS of any liability that may be incurred on account of the permissions being in the name of the VENDORS. It shall also be the responsibility of the Developers to defend their action, rectify the contravention if any and/or pay the fine/penalty, if any levied by the authorities.

19. The Developers shall in the course of construction of buildings OR Development in the said plots shall do all lawful acts, deeds and things required and perform the works in conformity in all respects with the provisions of the Statutes applicable thereto and with the bye-laws and the rules and regulations of the planning and development authority and the rules and regulations of any other public body or local authority or authorities having jurisdiction to regulate the same and keep the VENDORS indemnified of from and against all claims for the fees, charges, fines and other payments whatsoever which during progress of

For TRICON

Authorised Signatroy

the work may become payable or be demanded by the said authorities in respect of the said work or of anything done or caused to be done or omitted to be done under the authority herein contained.

20. That THE VENDORS shall not interfere in the working of the Scheme of the proposed constructions of building in the said PLOT in whatsoever manner.

21. THE VENDORS have permitted THE DEVELOPERS to enter the said property on the execution of this Agreement who shall be entitled to commence and continue the activities of development and/or construction of buildings without any interruption, hindrance or disturbances from the VENDORS or their representatives.

22. On signing of these presents, THE VENDORS shall hand over the attested copies of title documents to THE DEVELOPERS with reference to the representations made to THE DEVELOPERS herein.

23. THE VENDORS shall sign necessary applications for the purpose of obtaining permissions and any other Clearances or NOC's from TCP, Village Panchayat, Health, the Collector etc. which shall be required from

For TRICON

Authorised Signatroy

time to time in order to develop the said property.

24. The parties hereto shall be entitled to specifically enforce the present Agreement. Without prejudice to the above THE VENDORS shall indemnify and keep indemnified THE DEVELOPERS and the Developers shall indemnify and keep indemnified THE VENDORS for any breach on their part of any term or condition or covenant contained herein. Further, the Developers shall indemnify and keep indemnified the Owners for any breach of any terms of this agreement on part of the developers as well as any breach of permission during the development as granted by the authorities.

25. Out of the total built area, 60% of the built-up area is the entitlement of the DEVELOPER for constructing the commercial/residential project and other development in the said plot and the remaining 40% of the built-up areas will be retained by the VENDORS as per the approved plan by the competent authority. The built-up area shall be divided amongst both the parties in the ratio of 60% and 40% in such manner so that both the parties shall get the proportionate area in all the floors.

26. Whatever that is not specifically stated herein shall be governed by the Principles of

For TRICON

Authorised Signatroy

Contract Act, Specific Relief Act and Transfer of Property Act.

27. The Schedules annexed to this Agreement shall form a part and parcel thereof and be construed accordingly.

13. For the purpose of stamp duty, the said plots are valued at Rs. 34,74,450/- (Rupees Thirty Four Lakhs Seventy Four Thousand Four Hundred Fifty Only), which is the fair market price of the same and as such Stamp duty @ of 3% amounting to Rs.104,300/- (Rupees One Lakh Four Thousand Three Hundred Only) is being paid herewith.

REGISTRAR OF SANGUEM

SCHEDULE I

(DISCRIPTION OF THE SAID LARGER PROPERTY)

ALL THAT property identified as "TOLEM" alias Xendo of Tolem alias Zoro, admeasuring an area of 50,225 sq.mts, and surveyed under Survey No. 13/1 of Village Sanvordem, within the jurisdiction of Village Panchayat Sanvordem, Taluka and Registration sub-district of Sanguem, South Goa District, State of Goa, and bounded as under:

ON THE EAST: By property bearing survey No.15/1, 2 and 19/1 of Village Sanvordem, Taluka Sanguem;

For TRICON

Authorised Signatory

ON THE WEST: By property bearing survey No. 12/1 & 2 of Village Sanvordem, Taluka Sanguem;

ON THE NORTH: By property bearing survey No. 14/1 and 15/1 of Village Sanvordem, Taluka Sanguem;

ON THE SOUTH: By property bearing survey No.20/1, 4 and 12/2,3,4,5,6,7 all of Village Sanvordem and public Road.

SCHEDULE II

(DISCRIPTION OF THE SAID PROPERTY)

ALL THAT property identified as "TOLEM" alias Xendo of Tolem alias Zoro, admeasuring an area of 48,700 sq.mts, and surveyed under Survey No. 13/1-B of Village Sanvordem, within the jurisdiction of Village Panchayat Sanvordem, Taluka and Registration sub-district of Sanguem, South Goa District, State of Goa, and bounded as under:

ON THE EAST: By property bearing survey No.15/1, 2 and 19/1 of Village Sanvordem, Taluka Sanguem;

For TRICON

Authorised Signatroy

ON THE WEST: By property bearing survey No. 12/1 & 2 of Village Sanvordem, Taluka Sanguem;

ON THE NORTH: By property bearing survey No. 14/1 and 15/1 of Village Sanvordem, Taluka Sanguem;

ON THE SOUTH: By property bearing survey No.20/1, 4 and 12/2,3,4,5,6,7 of Village Sanvordem and public Road.

SCHEDULE – III

(DESCRIPTION OF THE PLOT FOR CONSTRUCTION OF PROJECT)

(A) All that PLOT carved out from the said property described hereinabove, identified as **Plot No.1** totally admeasuring an area of **750.00** sq. meters. The SAID PLOT i.e. **Plot No.1** is shown in red color boundary lines in the **PLAN** annexed hereto and forming part of this deed and bounded as follows:

ON THE EAST: By property under survey No.20/1 of Village Sanvordem

ON THE WEST: By 10 mts wide internal road

ON THE NORTH: By Plot No.2 of the same property

For TRICON

Authorised Signatroy

ON THE SOUTH:	By property under survey No.13/6 of village Sanvordem and Plot sold Mr. Pedro Caitan Dcosta

(B) All that PLOT carved out from the said property described hereinabove, identified as **Plot No.2** totally admeasuring an area of **2559.00** sq. meters. The SAID PLOT i.e. **Plot No.2** is shown in red color boundary lines in the **PLAN** annexed hereto and forming part of this deed and bounded as follows:

ON THE EAST:	Partly by property under survey No.20/1 and survey No.19/1 both of Village Sanvordem
ON THE WEST:	By 10 mts wide internal road
ON THE NORTH:	By Plot No.3 of the same property
ON THE SOUTH:	By Plot No.1 of the same property

Both the plot described as Plot No.1 and Plot No.2 are collectively referred to as the "said Plots"

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE MENTIONED.

For TRICON

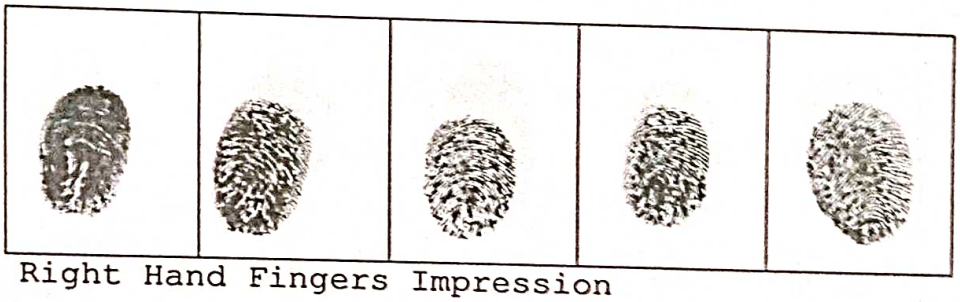
Authorised Signatroy

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS Shri. STANLEY CRESCENT FERNANDES for self and POA for the VENDOR No. 2

1. Shri. **STANLEY CRESCENT FERNANDES**

(For self and as attorney of Vendor No. 2.)

Left Hand Fingers Impression



Right Hand Fingers Impression

For **TRICON**

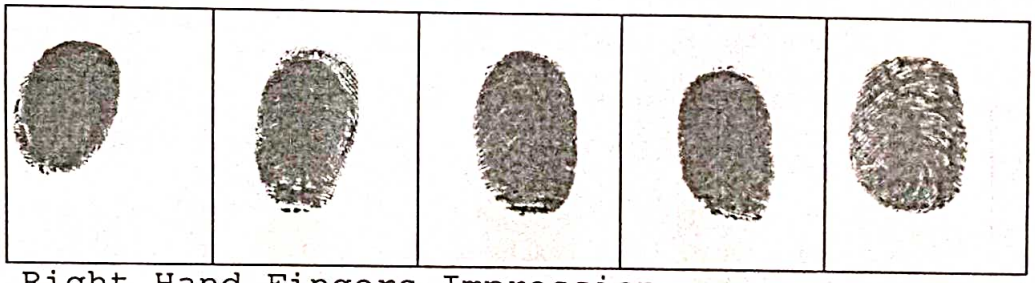
Authorised Signatory

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS, Shri. SABAJI PUNDALIK SHETYE as POA for the VENDORS No. 3 & 4.

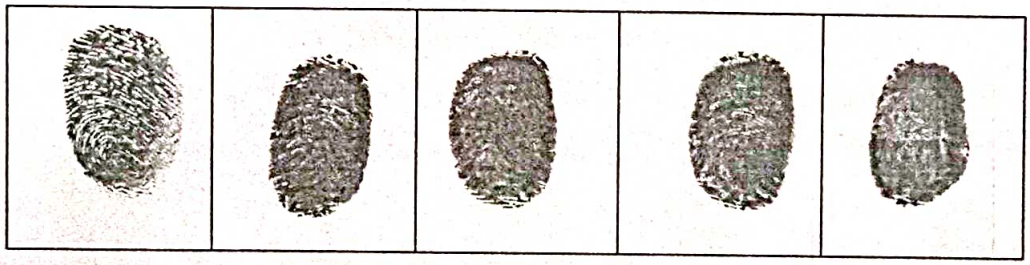
2. Shri. SABAJI PUNDALIK SHETYE

(For as attorney of Vendors No. 3 & 4.)

Left Hand Fingers Impression



Right Hand Fingers Impression



For TRICON

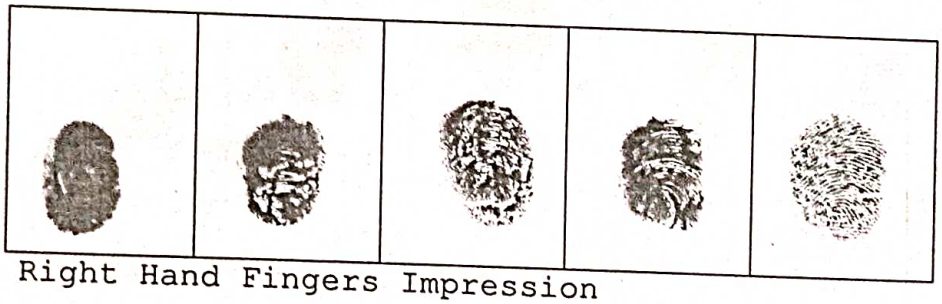
Authorised Signatroy

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS Shri. PERVIS BENEDITO GOMES for self and POA for the VENDOR No. 6

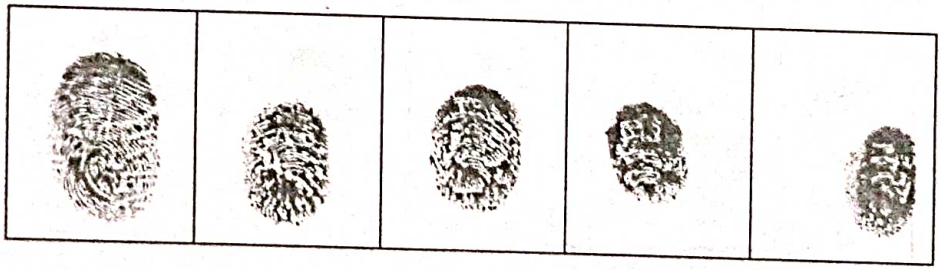
3. Shri. **PERVIS BENEDITO GOMES**

(For self and as attorney of Vendor No. 6)

Left Hand Fingers Impression



Right Hand Fingers Impression



For **TRICON**

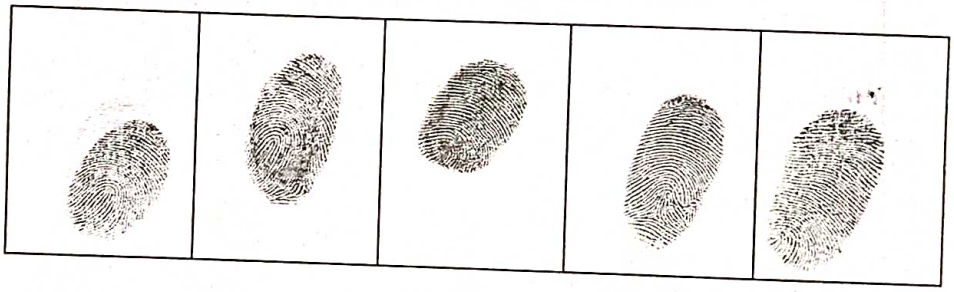
Authorised Signatroy

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS Shri. SANDEEP CHANDRAKANT PRABHU for self and POA for the VENDOR No. 8

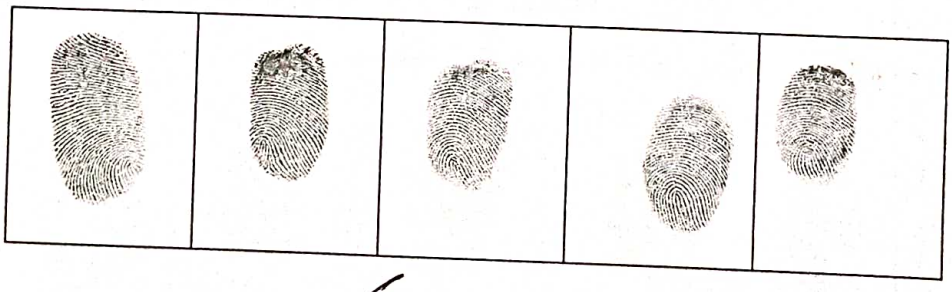
4. Shri. SANDEEP CHANDRAKANT PRABHU

(For self and as attorney of Vendor No. 6)

Left Hand Fingers Impression



Right Hand Fingers Impression



REGISTRAR OF SANGUEM QUEM

For TRICON

Authorised Signatroy

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER **M/s. TRICON**

M/s. TRICON, a registered partnership firm, represented herein by its duly authorized partner namely **MR. NILESH MOHAN NAIK**

Left Hand Fingers Impression

Right Hand Fingers Impression

For TRICON

Authorised Signatroy

WITNESSES:-

1. Shri. FREDY VAZ, Son of Shri. Jose Vaz, age 37 years, married, service, resident of H. No. 834, Madel, Sanvordem Goa 403706, having Aadhar No. and Mobile No.	
2. Shri.. SANJAY SHET SHIRODKAR, Son of Ramdas Shet Shirodkar, 53 years of age, married, service, resident of H.No.282/B, Near Guardian Angel High School, Bepquegal, Curchorem, South-Goa, Goa, 403706, having Aadhaar Card No: and Mobile No:	

REGISTRAR OF SANGUEM

For TRICON

Authorised Signatroy

PLAN

SHOWING PROPOSED SUBDIVISION OF PLOTS IN THE PROPERTY BEARING SURVEY NO: **13** SUBDIVISION NO: ***1(part)*** , SITUATED AT SANVORDEM VILLAGE OF SANGUEM TALUKA

SCALE 1: 1000

TOTAL AREA OF PLOT (as per form I&XIV) ..... 49,684.00 sqm

DETAILED AREA STATEMENT

SR. NO:	DESCRIPTION	AREA
1	AREA PURCHASED AS PER DEED	49,917.00
2	AREA AVAILABLE AS ON SITE	49,706.00
3	LESS AREA FOR ROAD WIDENING	0.00
4	NET EFFECTIVE AREA	49,706.00
5	15 % OPEN SPACE REQUIRED	7305.00
6	OPEN SPACE PROVIDED	7305.00
7	AREA UNDER PLOTS	32,096.00
8	AREA UNDER INTERNAL ROAD	10,305.00

MR. STANLEY C. FERNANDES & OTHERS
OWNERS SIGN

Mr. Shaikh Afran Azam
ENGINEER/ARCHITECT

S.NO. 14/1

OPEN SPACE 7305.00 SQM

S.NO. 12/1

S.NO. 15/1

S.NO. 15/2

S.NO. 13/2

S.NO. 13/3

CUL-DE-SAC

S.NO. 13/4

S.NO. 13/5

S.NO. 13/6

S.NO. 13/7

S.NO. 20/4

S.NO. 20/1

S.NO. 19/1

PROPOSED 10m WIDE ROAD

EXISTING 6m WIDE ROAD

PROPOSED SITE

GOA ROAD

LOCATION PLAN (NTS)

PLOT AREA ALREADY SOLD TO PEDRO CAITAN DCOSTA 900.00 sqm

10.00
C/S OF 10m WIDE ROAD
NTS

8.00
C/S OF 8m WIDE ROAD
NTS

6.00
C/S OF 6m WIDE ROAD
NTS

PLANNED BY
S.F. AZAM
Civil Engineer / Surveyor
Builders / Developers / Contractors
PWD Regd.

SECRETARY
Village Panchayat Sanvordem
sangem- Goa.

DY. SARPANCH
Village Panchayat Sanvordem
Sangem goa

For TRICON

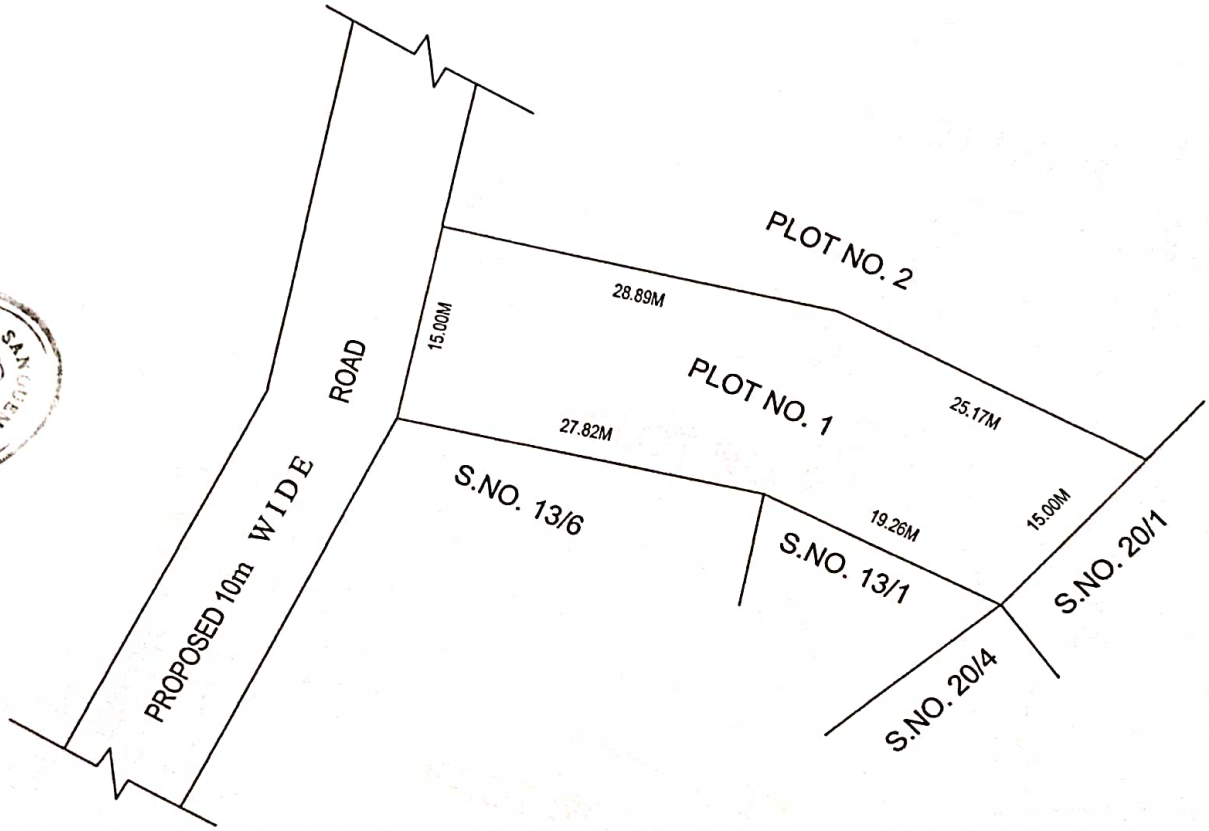
Authorised Signatroy

PLAN

SHOWING THE PROPOSED PLOT NO -1 OF THE PROPERTY BEARING SURVEY NO. 13/1B SITUATED AT VILLAGE SANVORDEM OF SANGUEM TALUKA

AREA OF PLOT NO. 1--------750.00 SQ.MTR

SCALE:-1:500



NAIK
BE (CIVIL)
M.TECH (Construction Technology)
Regd. No. EN/0306/2022

For TRICON

Authorised Signatroy

ENGINEER VENDOR PURCHASER

				Stamp Paper		• Stamp Paper Serial Number : 886147	500
				Stamp Paper		• Stamp Paper Serial Number : 800298	1000
				Stamp Paper		• Stamp Paper Serial Number : 146651	25000
Registration Fee	104240	104240	0	E-Challan(Online fee)		• Challan Number : 202300763908 • CIN Number : 202329212884572	104240
Mutation Fees	2500	2500	0	E-Challan(Online fee)		• Challan Number : 202300763875 • CIN Number : 202329212982006	2500
Processing Fee	2180	2180	0	E-Challan(Online fee)		• Challan Number : 202300763908 • CIN Number : 202329212884572	2180
Sub Total	209720	213420	-3700				

Article : Agreement or its records or Memorandum of Agreement - 5

For TRICON

Authorised Signatroy

Government of Goa

Document Registration Summary 2

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

Print Date & Time : - **20-Oct-2023 12:47:13 pm**

Document Serial Number :- **2023-SGM-260**

Presented at **12:21:28 pm** on **20-Oct-2023** in the office of the **Office of the Civil Registrar-cum-Sub Registrar, Sanguem** along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	100800
2	Registration Fee	104240
3	Mutation Fees	2500
4	Processing Fee	2180
	Total	**209720**

Stamp Duty Required :**100800/-**

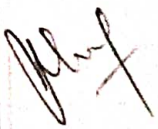
Stamp Duty Paid : **104500/-**

Presenter

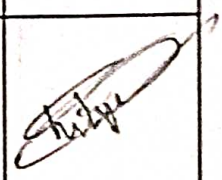
Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	**NILESH MOHAN NAIK ,Father Name:**Mohan Rama Naik,**Age:** 49, **Marital Status:** Married ,**Gender:**Male,**Occupation:** Business, **Address1 -** Office No.2, Royal Plaza Building, Block C, Mandopa, Navelim Salcete Goa, **Address2 -** Margao Salcete Goa, **PAN No.:**			For TRICON

Authorised Signatroy

Executer

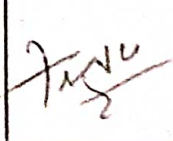
Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	**STANLEY CRESCENT FERNANDES , Father Name:A.V.M. Fernandes, Age:** 49, **Marital Status:** Married ,**Gender:**Male,**Occupation:** Business, House No. 105/2, Gavant, Carambolim, Tiswadi, Goa, **PAN No.:**			
2	**STANLEY CRESCENT FERNANDES , Father Name:A.V.M. Fernandes, Age:** 49, **Marital Status:** Married ,**Gender:**Male,**Occupation:** Business, House No. 105/2, Gavant, Carambolim, Tiswadi, Goa, **PAN No.:**			
3	**PERVIS BENEDITO GOMES , Father Name:Constacio Floriano Gomes, Age:** 63, **Marital Status:** Married ,**Gender:**Male,**Occupation:** Business, H. No. F/9, Altamont Society, Ascanio Costa Road, Margao-Goa, **PAN No.:**			
4	**PERVIS BENEDITO GOMES , Father Name:Constacio Floriano Gomes, Age:** 63, **Marital Status:** Married ,**Gender:**Male,**Occupation:** Business, H. No. F/9, Altamont Society, Ascanio Costa Road, Margao-Goa, **PAN No.:**			

	Party Name and Address	Photo	Thumb	Signature
	SANDEEP CHANDRAKANT PRABHU , Father Name:Chandrakant Prabhu, Age: 45, Marital Status: Married ,Gender:Male,Occupation: Business, H. No. 516, Bagwada, Sanvordem, Sanguem, South-Goa, PAN No.:			
6	SANDEEP CHANDRAKANT PRABHU , Father Name:Chandrakant Prabhu, Age: 45, Marital Status: Married ,Gender:Male,Occupation: Business, H. No. 516, Bagwada, Sanvordem, Sanguem, South-Goa, PAN No.:			
7	NILESH MOHAN NAIK , Father Name:Mohan Rama Naik, Age: 49, Marital Status: Married ,Gender:Male,Occupation: Business, Office No.2, Royal Plaza Building, Block C, Mandopa, Navelim Salcete GoaMargao Salcete Goa, PAN No.:			
8	NILESH MOHAN NAIK , Father Name:Mohan Rama Naik, Age: 49, Marital Status: Married ,Gender:Male,Occupation: Business, Office No.2, Royal Plaza Building, Block C, Mandopa, Navelim Salcete GoaMargao Salcete Goa, PAN No.:			
9	STANLEY CRESCENT FERNANDES , Father Name:A.V.M. Fernandes, Age: 52, Marital Status: ,Gender:Male,Occupation: Business, House No. 105/2, Gavant, Carambolim, Tiswadi, Goa, PAN No.: , as Power Of Attorney Holder for NIRMALA CARVALHO E FERNANDES Alias NIRMALA CARVALHO			
10	STANLEY CRESCENT FERNANDES , Father Name:A.V.M. Fernandes, Age: 52, Marital Status: ,Gender:Male,Occupation: Business, House No. 105/2, Gavant, Carambolim, Tiswadi, Goa, PAN No.: , as Power Of Attorney Holder for NIRMALA CARVALHO E FERNANDES Alias NIRMALA CARVALHO			
11	SABAJI PUNDALIK SHETYE , Father Name:Pundalik B. Shetye, Age: 65, Marital Status: ,Gender:Male,Occupation: Business, H. No. 4/196, Pundalik Niwas, Plot No.3, Sapna Village, Peddem, Mapusa, Bardez-Goa, PAN No.: , as Power Of Attorney Holder for CHANDRAKANT PUNDALIK SHETYE			
12	SABAJI PUNDALIK SHETYE , Father Name:Pundalik B. Shetye, Age: 65, Marital Status: ,Gender:Male,Occupation: Business, H. No. 4/196, Pundalik Niwas, Plot No.3, Sapna Village, Peddem, Mapusa, Bardez-Goa, PAN No.: , as Power Of Attorney Holder for BHAGYASHREE CHANDRAKANT SHETYE			
13	PERVIS BENEDITO GOMES , Father Name:Constacio Floriano Gomes, Age: 63, Marital Status: ,Gender:Male,Occupation: Business, H. No. F/9, Altamont Society, Ascanio Costa Road, Margao-Goa, PAN No.: , as Power Of Attorney Holder for MELITA GRACE PINTO E GOMES			

	Party Name and Address	Photo	Thumb	Signature
14	PERVIS BENEDITO GOMES , Father Name:Constacio Floriano Gomes, Age: 63, Marital Status: ,Gender:Male,Occupation: Business, H. No. F/9, Altamont Society, Ascanio Costa Road, Margao-Goa, PAN No.: , as Power Of Attorney Holder for MELITA GRACE PINTO E GOMES			
15	SANDEEP CHANDRAKANT PRABHU , Father Name:Chandrakant Prabhu, Age: 45, Marital Status: ,Gender:Male,Occupation: Business, H. No. 516, Bagwada, Sanvordem, Sanguem, South-Goa , PAN No.: , as Power Of Attorney Holder for SIDDHI SANDEEP PRABHU			
16	SANDEEP CHANDRAKANT PRABHU , Father Name:Chandrakant Prabhu, Age: 45, Marital Status: ,Gender:Male,Occupation: Business, H. No. 516, Bagwada, Sanvordem, Sanguem, South-Goa , PAN No.: , as Power Of Attorney Holder for SIDDHI SANDEEP PRABHU			
17	Mr. SABAJI PUNDALIK SHETYE , Father Name:Pundalik B. Shetye, Age: 65, Marital Status: ,Gender:Male,Occupation: Business, H. No. 4/196, Pundalik Niwas, Plot No.3, Sapna Village, Peddem, Mapusa, Bardez-Goa, PAN No.: , as Power Of Attorney Holder for BHAGYASHREE CHANDRAKANT SHETYE			
18	Mr. SABAJI PUNDALIK SHETYE , Father Name:Pundalik B. Shetye, Age: 65, Marital Status: ,Gender:Male,Occupation: Business, H. No. 4/196, Pundalik Niwas, Plot No.3, Sapna Village, Peddem, Mapusa, Bardez-Goa, PAN No.: as Power Of Attorney Holder for BHAGYASHREE CHANDRAKANT SHETYE			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: FREDY VAZ,Age: 37,DOB: ,Mobile: ,Email: ,Occupation:Service , Marital status : Married , Address:403706, H.No. 834 Madel Comproi, H.No. 834 Madel Comproi, Sanvordem, Sanguem, SouthGoa, Goa			
2	Name: SANJAY SHET SHIRODKAR,Age: 53,DOB: ,Mobile: ,Email: ,Occupation:Service , Marital status : Married , Address:403706, H.No. 282/B, H.No. 282/B, Bepquegal Near Gaurdian Angel High School, Curchorem, Quepem, SouthGoa, Goa			

Sub Registrar
SUB - REGISTRAR
SANGUEM

Document Serial Number :- 2023-SGM-260

.ument Serial No:-2023-SGM-260

Book :- 1 Document
Registration Number :- **SGM-1-251-2023**
Date : 20-Oct-2023

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

SUB-REGISTRAR
SANGUEM