

(Rupees One Lakh Ninety Four Thousand Seven Hundred Only)

for CITIZEN CREDITTM
CO-OP. BANK LTD.

Authorised Signatory

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

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

भारत 13113
150932

NON JUDICIAL गोवा
SEP 09 2015



zero one nine four seven zero zero

12:19

Rs. 0194700/- PB7147

INDIA

STAMP DUTY

GOA

Name of Purchaser TRIVIKRAM GOVIND PRABHUGAONKAR

S. No. 4205/2015
10/9/2015



AGREEMENT FOR DEVELOPMENT AND SALE

This Agreement for Development and Sale is made on this 9th day of September 2015 at Mapusa.

M/S TRIVIKRAM CONSTRUCTION
Proprietor

BETWEEN

1) **MR. JOAO ESTEVES**, son of Mr. Andre Esteves, age 61 years, married, business, having PAN Card No. AADPE4461A, and his wife
2) **MRS. JOSEPHINE P. ESTEVES**, wife of Mr. Joao Esteves, age 53 years, housewife, having PAN Card No. AACPE9558R, both resident of House No.137/A, Bhuttem Bhat, Mercas, Tiswadi, Goa, hereinafter called the "**VENDORS/OWNERS**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their heirs, administrators, assigns, successors, nominees and representatives) **OF THE FIRST PART.**

AND

M/s TRIVIKRAM CONSTRUCTIONS represented through its proprietor, **MR. TRIVIKRAM GOVIND PARBHUGAONKER**, age 38 years, married, business, having PAN Card bearing no. AGDPP4633M, resident of Plot No: 2, Shiv Vidhane, opposite Soccoro Panchayat, Porvorim, Bardez – Goa, hereinafter called the "**PURCHASER/BUILDER**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their heirs, administrators, assigns, successors, nominees and representatives) **OF THE SECOND PART.**

ALL the parties to this Agreement are Indian National.

WHEREAS the Vendor No. 2 is represented by her husband through power of Attorney executed by her in his favour dated 15/09/2011.

WHEREAS there exists a property known as "**TORICHEM GALU**" situated at Colvale, sub-district and Taluka of Bardez, district of Goa, within the limits of Village Panchayat of Colvale, not registered in the land registration office of Bardez, not bearing revenue number and surveyed

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Proprietor

M/S TRIVIKRAM CONSTRUCTION

under new survey number 24, sub-division No. 2 of village Colvale admeasuring 2754 sq. mts and bounded on the West by the public road, on the East by property belonging to Mr. Caetano Rodriguez North by property belonging to Mr. Khalap and on the South by Public road and the private property.

AND WHEREAS the Vendors are the exclusive owner and sufficiently entitled to the property known as "**TORICHEM GALU**" situated at Colvale, sub-district and Taluka of Bardez, district of Goa, within the Limits of Village Panchayat of Colvale, not registered in the land registration office of Bardez, not bearing revenue number and surveyed under new survey No. 24. Sub-division No. 2 of village Colvale, admeasuring 2754 sq. mts more particularly described in Schedule-I written hereunder vide Deed of Sale dated 15/12/2010, duly registered before the sub registrar of Bardez under No. BRZ-BK1-04656-2010, CD No. BRZD105, Book 1 dated 15/12/2010.

AND WHEREAS the owner in this Agreement for Development and Sale is in power and possession of the aforesaid Deed of Sale. No. mortgage of whatsoever nature equitable or otherwise has been created in respect of the property referred to in the said Deed of sale.

AND WHEREAS the owner has obtained all the necessary permission from the competent authority for the residential use of the said property vide No. RB/CNV/BAR/ACII/18/2011 and thereafter has completed construction of 3 buildings namely A1, A2 and A3 in the said property.

AND WHEREAS due to certain impediments and difficulties the owner is unable to execute, construct and build the residential building in the remaining part of the property as referred to hereunder.

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AND WHEREAS due to the difficulties as stated hereinabove the owner has approached the builders to construct the residential building in the remaining part of the property admeasuring 763 sq. mts., hereinafter called the "SAID PORTION" better described in Schedule-II appearing hereunder and marked in the red ink on the plan annexed hereto.

AND WHEREAS the parties have held prolonged deliberations and have agreed to execute the present Agreement for Development and Sale upon the Builder agreeing to give 5 flats more particularly described in Schedule III appearing hereunder as per the specifications described in schedule IV appearing hereunder.

**NOW THEREFORE THIS AGREEMENT FOR DEVELOPMENT
AND SALE WITNESSES AS UNDER**



1. That in pursuance of the above agreement and in consideration of the owner agreeing and undertaking to transfer, convey and assign in favour of the builder all that rights, title and interest, and the balance interest in land described in schedule II hereunder along with the right, power and the benefits to the builder as provided hereunder, the holder agrees and undertakes to fully build a residential building as per the approved plans. The builder shall construct thereon the building as per the approved plan and allot 5 flats specified in schedule III appearing hereunder at the entire cost and expenses of the Builder.
2. That in consideration of what has been stated herein above the parties of the first part has put the party of the second part in possession of the property better described in schedule II appearing hereinafter for the purpose of development, construction and sale of the said building on signing of this Agreement for Development and Sale.


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3. That in pursuance of the above Agreement for Development and Sale and in consideration of the builder agreeing to build and construct the building in the land described in schedule II hereunder after its construction the entire cost and expenses of the builder without any monetary liability to the Owner, the Owner jointly and severally, agree and undertake to sell, convey, transfer and assign all that balance undivided share in the land described under schedule I appearing hereunder together with exclusive rights, title, interest, power and authority to the builder and build and construct the building in the land described in schedule II in accordance with law and to sell or appropriate for himself, nominees or assigns all such built-up areas so built and construct excluding the 5 flats reserved for the owner.
4. It is expressly specified that undivided share reserved for the owner shall be corresponding to the ratio of 5 flats reserved for the owners, will be directly bearing the total built-up area which are to be built and constructed in the land described in the schedule II appearing hereunder in accordance with the approved plans and remaining undivided share in the land shall be the balance undivided share in the land which is necessary required to be transferred, conveyed and assigned in favour of the builder, his nominees or assigns notwithstanding that such construction as referred to hereinabove under permissible floor area ratio have been factually done, completed or otherwise.
5. That the balance undivided share in the land which is to be conveyed in favour of the builder, his nominees or assignees as aforesaid shall be conveyed, transferred and assigned in favour of the builder, his nominees or assignees in such manner, at such time and in such fractions as the builder may desire or indicate from time to time.



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6. That the construction and completion of the building and the areas reserved for the owner and the delivery of the possession of the same shall be made by the builder to the owner within a period of 24 months from the date of signing of this Agreement for Development and Sale.
7. It is agreed that the owner along with aforesaid flats contemplated to be built and constructed for the owner shall also be entitled for the exclusive enjoyment and occupation thereof. Similarly all the remaining areas which are not meant for exclusive enjoyment and possession of the owners shall be exclusively enjoyed and possessed by the Builder and all other persons claiming through or under him with all the remaining built-up area which are to be built and constructed in the land, and the owners shall not in any manner interfere with the exclusive enjoyment and possession of the Builders and the person claiming through or under him of the remaining built-up areas and open land exclusively reserved for enjoyment and possession of the Builder or persons claiming through or under him.
8. That the construction and the building reserved for the owner shall be in accordance with the plans approved by the concerned authorities and shall be as per the building specifications more particularly mentioned in schedule IV appearing herein after and signed by the parties.
9. That the builder upon the execution of this Agreement for Development and Sale shall be entitled to enter into negotiable of sale/assignments of the flats to be built and constructed in the land excluding that which is reserved for the owner with any other person and persons and appropriate for himself, that is for builders the entire



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proceeds and benefits of such agreement/assignment and the Owner undertake to convey, transfer and assign in favour of such person or persons the right, title and interest and the proportionate undivided share in the land at such time, in such manner and in such fractions as the builder may desire.

10. The owner shall upon the signing of this Agreement for Development and Sale execute in favour of the builder or his agent an irrevocable Power of Attorney to do inter-alia execute and perform the acts, things or deeds specifically mentioned in the power of attorney executed by the owner.

11. Notwithstanding execution of the irrevocable power of attorney as aforesaid in favour of the Builder, any finances raised from the banks or other financial institutions by the Builder by mortgaging the property or otherwise, the repayment of such finances, loans etc shall be the exclusive liability of the builder and the owners shall in no way be called upon entire to pay or to contribute for any such payments.

12. That notwithstanding the execution of the power of attorney as above, the owner shall whenever required by the Builder sign such application, petitions, papers, plans as may be desired by the builder, as also agree to any modifications, or revisions in the plans of construction if required by the concerned authorities or bodies.

13. The owner shall fully co-operate with the builder in getting the renewals of the licenses or the extensions of the period for the construction of the building whenever required by the Builders and they shall also sign the papers, plans, documents or applications as

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may be necessary to get such renewals or extensions. The Owner shall also consent for any changes or modifications which may be suggested or found necessary in the construction of the buildings and for this purpose shall also give their full consent for the changes in the plans, drawings and specifications.

14. The owner further warranty and declare that the property which is the subject matter of this Agreement for Development and Sale is in their physical enjoyment and possession up to this day continuously and no person is having any claim towards the same or any part thereof under any tenancy, lease or otherwise and they shall continue with such possession without creating any third party right or interest till the same is deliver to the Builder.

15. That the owner shall deliver to the Builder the possession of the land described in Schedule hereunder as the Builder may desire.

16. That the time stipulated under these presents for the construction and completion of the building shall be extended to further period in case the work is delayed on account of certain unforeseen circumstances such as acts of god, war or hostility in the locality, riots, strikes or civil commotion, scarcity of materials, prevention by the government or any other authority or body then the time shall be further extended by equal period during which such activity or condition persisted.

17. That upon the construction an completion of the building the owner will be given a notice of 15days to take the delivery of the flats mentioned hereinabove and if within the said period the possession is not taken by the owner than it shall always be deemed that the builder has duly delivered the possession to the owner on the day of expiry of such notice.



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18. The owner shall fully co-operate with the Builder in getting the occupancy certificate whenever required by the builder and sign such applications, documents as may be necessary or required by the builder from time to time.

19. That the owner warrants the builder that the property described in schedule-II hereunder or any part thereof is not affected by the notice or rule of reacquisition or acquisition and that the property is free from encumbrances and defects of title and they have full authority and complete title over and upon the same and every part thereof and if there be any defect in the title of the owner or if the builder is obstructed or hindered by any third party on account of any defect in the title of the owner then the owner shall take every step in getting such hindrance or obstruction removed and shall co-operate with the builder in every manner for continuing and completing the construction work of the building unhindered and unobstructed.

20. The owner further warrants and assures the builder that the property which is the subject matter of this Agreement for Development and Sale is not affected by any agreement entered into by the owners with any third party in any manner whatsoever and that the builder in no way will be prevented by any third party claim from carrying on or continuing the work in any manner whatsoever.

21. That if any third party raises any dispute regarding the boundaries of the land referred to in the schedule and as shown in the survey plan the owner shall settle such disputes without any obligations to the builder and shall remove all objections, obstructions or hindrances which may be caused by such parties without any risk to the builder and if the work of the builder is obstructed or hindered on account of




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such disputes, obstructions, hindrances then the owner shall fully indemnify and keep indemnified the builder for the same and every part thereof and if the work of the builder is affected or suspended on account of such disputes, the period so consumed shall be excluded from the time limit specified.

22. It is expressly understood that the builder shall strictly adhere to the time period as has been specified hereinabove and in the event of willful default on the part of the builder in handing over the possession of the built-up areas within a said time period the builder shall be liable to pay to the owner an amount equivalent to 10% simple interest on the market price of the premises to be handed over to the owner.

23. That in case the builder decides to form a housing co-operative society then the entire land described in the schedule should be conveyed transferred and assigned by the owners in favour of such housing co-operative society in Toto without reserving for themselves any undivided share, right, title and interest in the land.

24. That notwithstanding the formation of a housing co-operative society the builder shall always have the right to build and construct the additional built-up areas in the land which may be permissible according to the maximum F.A.R available to the land and all such new owners of the premises shall be admitted as members of such housing co-operative housing society notwithstanding the further of the land by the owners in favour of such co-operative housing society and conveyance deed in favour of such co-operative housing society shall contain a specific clause acknowledging the right of the builder to build and construct additional built-up areas in the land as also to



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sell or dispose of the said built-up areas to the prospective purchasers and appropriate the entire proceeds thereof in favour of the builder as also to admit such purchasers of the new built-up areas from the builder as members of the housing co-operative society as the case may be upon the same terms and conditions as applicable to the original members of the co-operative housing society.

25. The owners hereby assure the builder that they shall obtain necessary NOC from PDA for the purpose of registration of conveyance deed as and when required by the builder.

26. That the owner undertake and assure the builder that whenever the builder requires any financial assistance from any institution than the owners shall give their no objection to mortgage their interest under the contract along with the proportionate right over the land to such financial institution as a security towards the mortgage or any other loan constructed by them without any demur, and if required they shall join as a party to such mortgage deed.

27. The builder shall be entitled to make such modification, revisions, additions, alterations in the plans etc as he may desire without any reference to the owner subject to the conditions that the premises reserved for the owners is not thereby effected and it shall always be deemed that the owners have given their due consent for the same at all times.

28. It is further expressly understood by and between the parties to this Agreement for Development and Sale that in the unlikely event, any dispute arises in respect of interpretation of this Agreement for Development and Sale or any other matter touching the subject matter



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of this MOU Agreement for Development and Sale the same be resolved by arbitration in accordance with the Indian arbitration act 1996 as applicable.

29. That for the purpose of stamp duty and registration charges the **SAID PROPERTY** is valued as follows:

The said plot of land is valued at Rs.22,89,000/- (763.00 sq. mts @3,000/) (Rupees Twenty Two Lakhs Eighty Nine Thousand Only).

The owners premises which is equivalent to built up area of 294.64 sq. mts. is valued @ 15,000/- per sq. mts. = 44,19,600/-

Hence the present agreement is valued at Rs 67,08,600/- and stamp papers of 1, 94,700/- is used for printing the present agreement.



SCHEDULE-I

ALL that piece and parcel of land known as "TORICHEM GALU" situated at Colvale, Sub-District and Taluka of Bardez, District of Goa, within the limits of village Panchayat of Colvale, not registered in the land registration office of Bardez, not bearing revenue number and surveyed under New survey No. 24, sub-division No. 2 of village Colvale, admeasuring 2754 sq.mts and bounded as under:-

On the WEST : By the Public Road,

On the EAST : By property belonging to Caetano Rodrigez,

On the NORTH : By property belonging to Mr. Khalap and

On the SOUTH : By public road and the private property

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SCHEDULE-II

(The said Portion)

ALL that "The said Portion" of the said property, which is a part of the property mentioned hereinabove, delineated in red ink on the plan annexed hereto situated at Colvale, Bardez-Goa and bounded as under having an area of 763 sq. mts:

- On the NORTH :By property belonging to Mr. Khalap
On the SOUTH :By private property bearing survey No. 24/8
On the EAST :By remaining part of the property surveyed under No. 24/2 having building Nos. A1, A2 and A3
On the WEST :By main road leading to Mapusa City



SCHEDULE-III

(To the vendor/Owner)

- a) 2 Flats on upper ground floor each admeasuring 57.06 sq. mts and adjacent terrace of 6.92 sq. mts having Flat No. UG3 and UG4 along with two parking spaces having No. P14 and P13 respectively.
- b) 1 Flat on the first floor admeasuring 61.73 sq. mts having Flat No. F3 along with parking space having No. P-3.
- c) 1 Flat on the second floor admeasuring 57.06 sq. mts and adjacent terrace of 6.92 sq. mts having Flat No. S3 along with parking space having No. P 4.
- d) 1 Flat on the third floor admeasuring 61.73 sq. mts having Flat No. T3 along with parking space having No. P10.

M/S TRIVIPRAM CONSTRUCTION 14/-

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SCHEDULE-IV
(Specifications)

The Structure : It is a RCC framed as per designs approved by the Panchayat.

Plaster: Plaster will double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

Doors and windows : All the doors and windows shall be of 2.5" x 4" teak/Sal wood. All doors will be flush doors and the main doors with paneled teak/Sal wood. All windows except in the toilet will be sliding aluminium/brass/MS hardware. Bedroom doors to be furnished in oil paint/French or wax polish.

Kitchen : The Kitchen will have a cooking platform with granite stone top stainless steel with colored glazed tiles lining up to 60 cms height above kitchen platform.

External Décor: External walls will be painted within cement paint.

Internal Décor : Walls will be painted with oil bound distemper ceiling with white walls and doors will be oil painted.

Water tanks : An underground sump with an pump and an tank will be provided.

Plumbing and Sanitary : Soil, waste and water pipes will be partially concealed and a good quality. In both the bathrooms there will be one commode Indian or European W.C., one washbasin of 22"x16 will be provided in the passage outside the bathroom. The sanitary installation will be in accordance with Municipal specifications.

Electrical Installations : The installations will be concealed wiring. The bedroom will have two light points, one fan point and one plug point,

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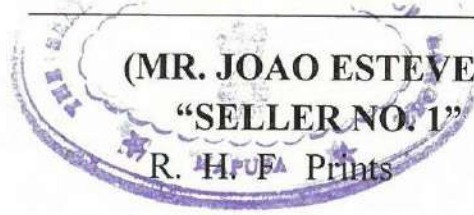
Proprietor

kitchen will have one light point, on 15 amps points, one 5 amps point, one 5 amps points, lavatory and bathroom will have one light point each, one bell point, one fan point and three plug points, one fan point and three plug points and at the entrance one light point will be provided.

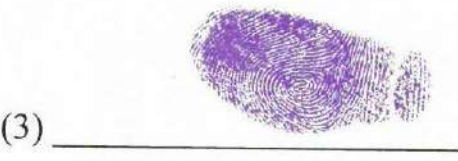
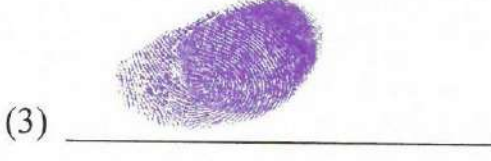
Flooring : The flooring throughout the flat will be of vitrified tiles. The flooring and dado in the bathroom will be glazed ceramic. The kitchen dado tiles will be white based ceramic tiles. The dado in the bathroom will be up to the full height.

IN WITNESS WHEREOF this Agreement For Development And Sale is signed by Vendors and purchaser/builder in presence of two witnesses.

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.....16/-
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L. H. F. Prints



....17/-



M/S TRIVIKRAM CONSTRUCTION


Proprietor

Esteves

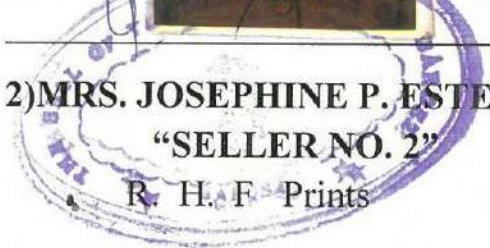


2) MRS. JOSEPHINE P. ESTEVES)

"SELLER NO. 2"

L. H. F. Prints

R. H. F. Prints



(1) _____	(1) _____
(2) _____	(2) _____
(3) _____	(3) _____
(4) _____	(4) _____
(5) _____	(5) _____

.....18/-

Esteves

M/S TRIVIKRAM CONSTRUCTION

Proprietor

Proprietor

M/S TRIVIKRAM CONSTRUCTION
Proprietor



(M/s TRIVIKRAM CONSTRUCTIONS
represented through its proprietor,
MR. TRIVIKRAM GOVIND
PARBHUGAONKER)
"PURCHASER/BUILDER"

L. H. F. Prints

R. H. F Prints

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

.....19/-

[Signature]

[Signature]

M/S TRIVIKRAM CONSTRUCTION

Proprietor

WITNESSES:

1. SANDESH BORDEKAR

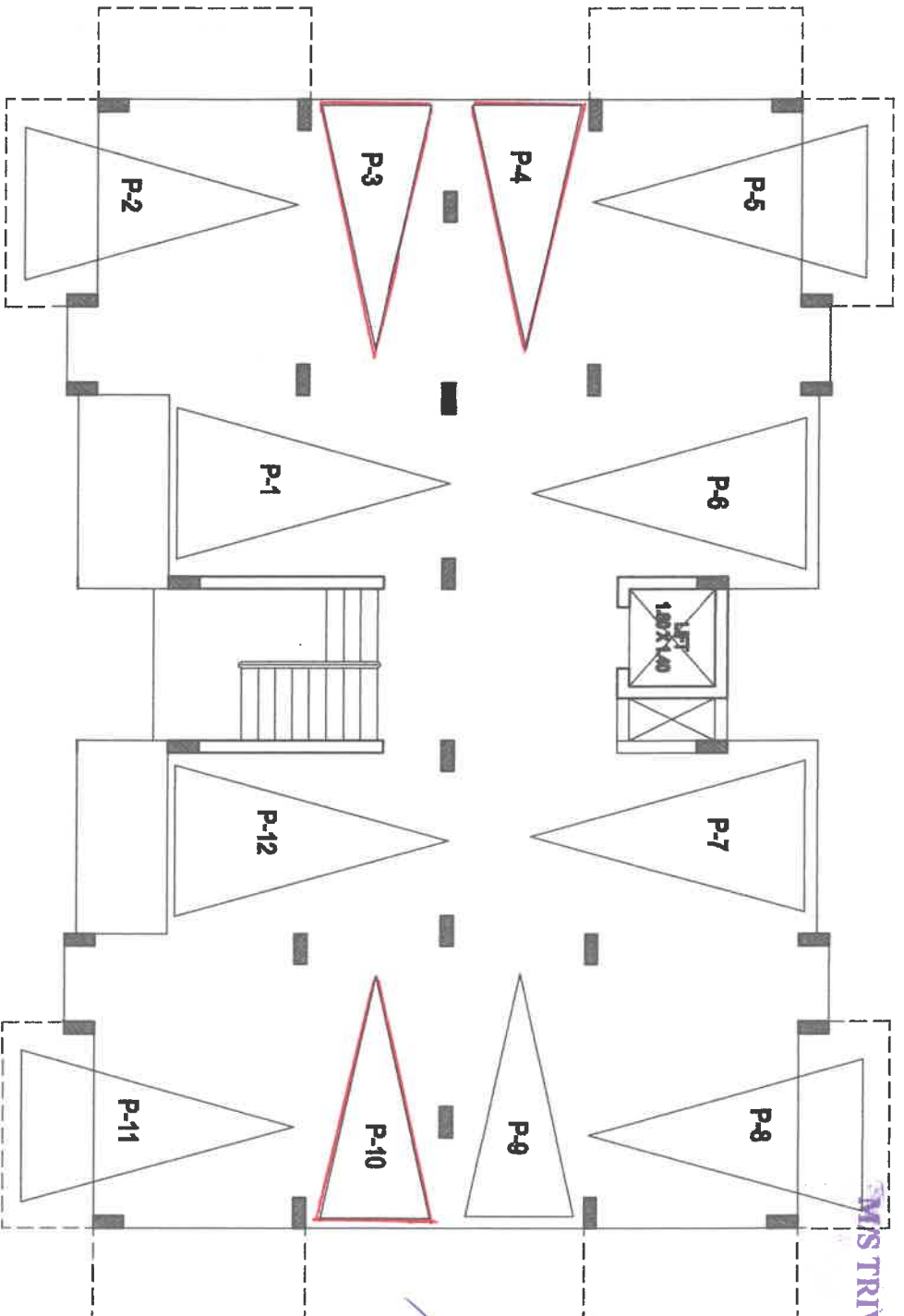
Bordekar

2. Prajita Kerkar

Kerkar

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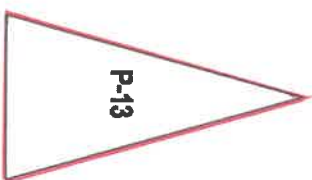
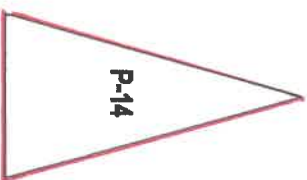


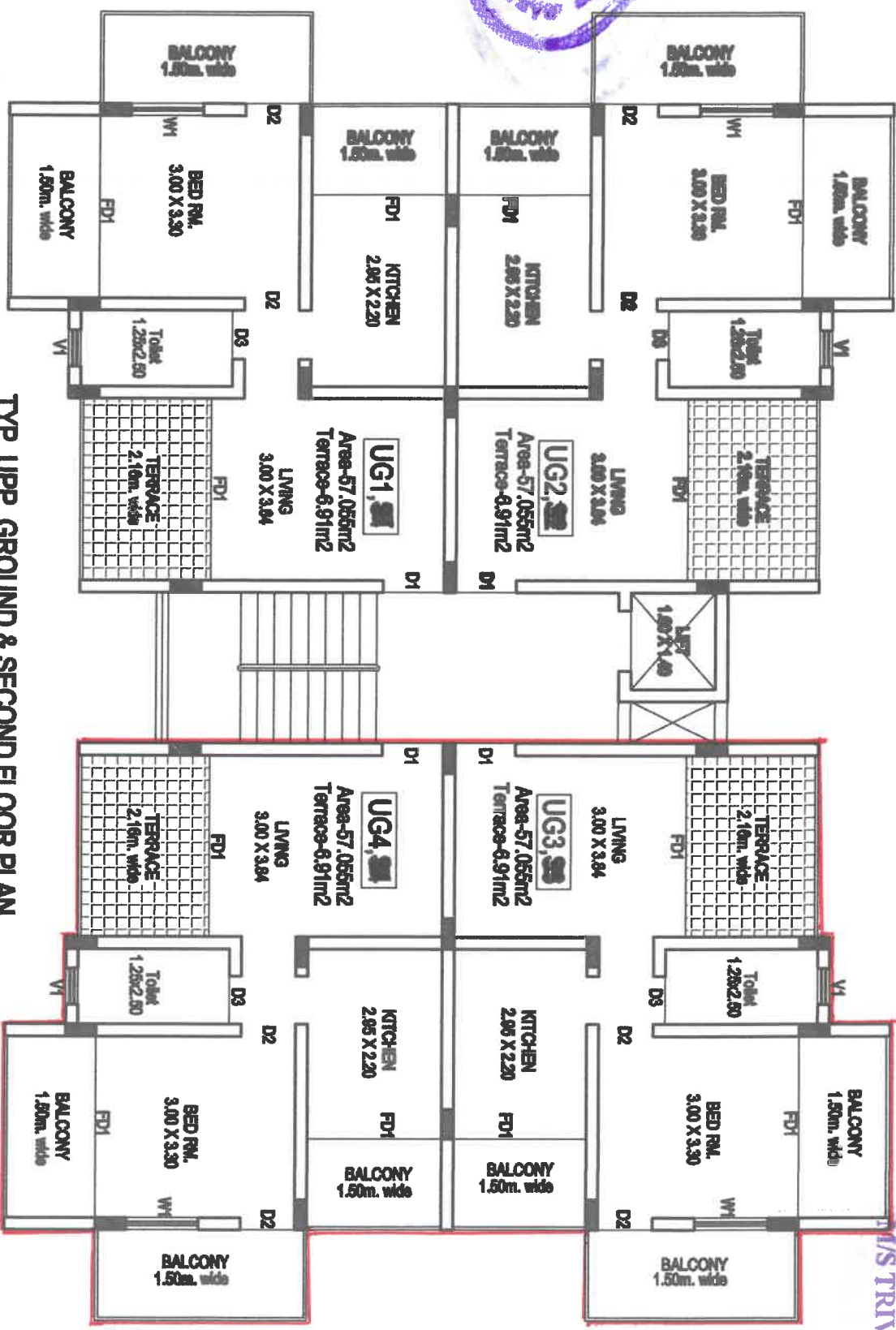
STILT FLOOR PLAN
TOTAL AREA — 207.90m²



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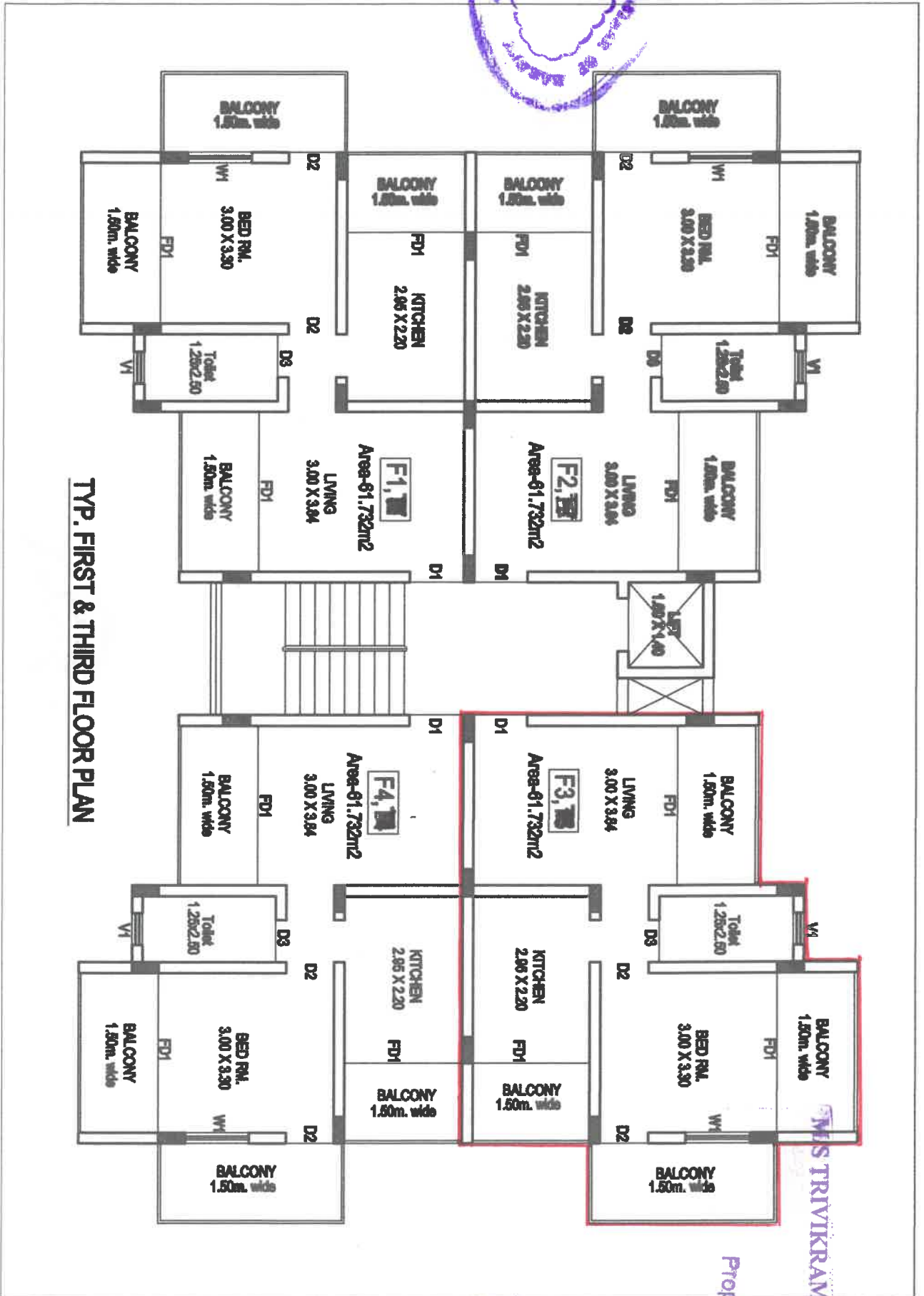


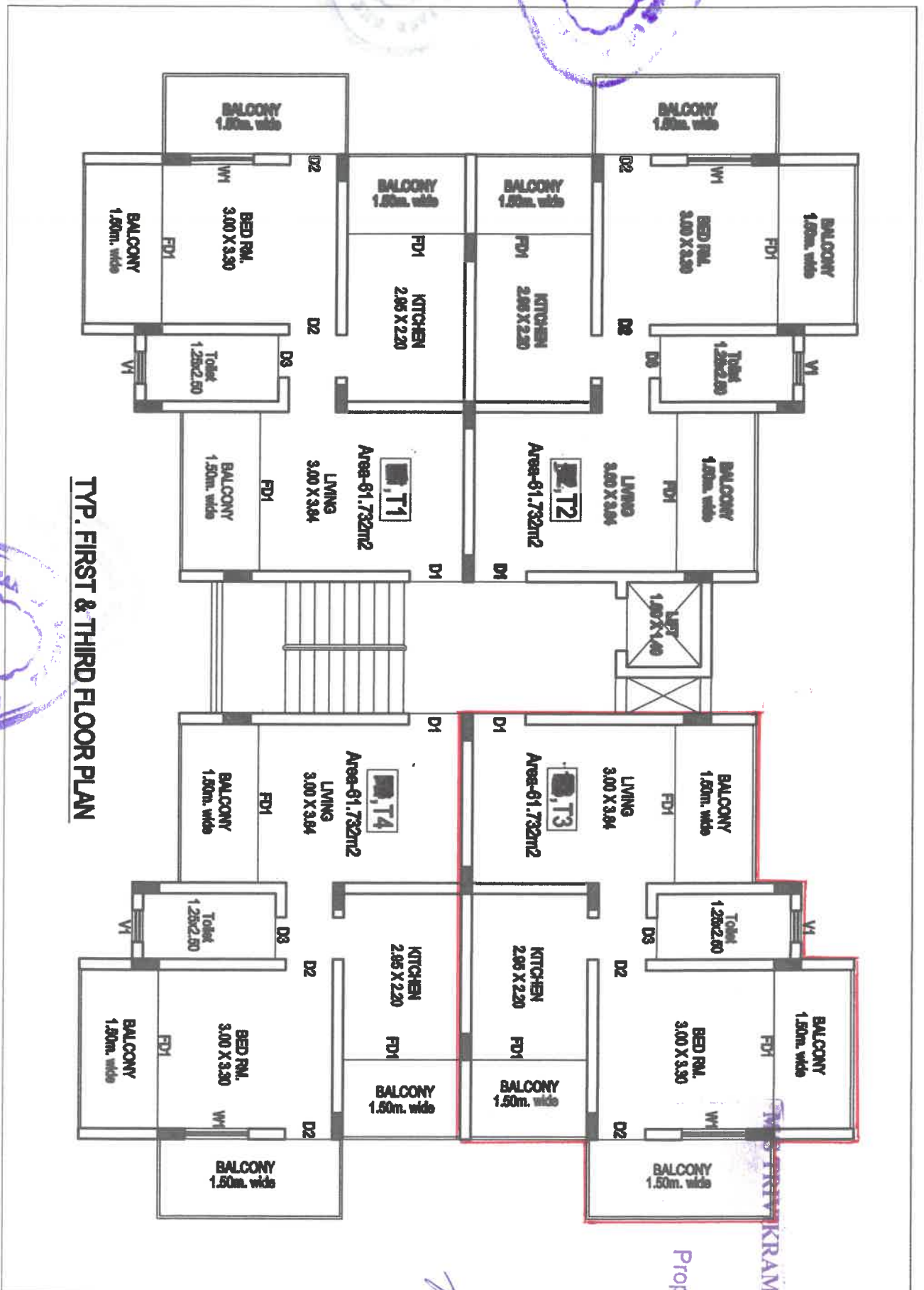


TYP. UPP. GROUND & SECOND FLOOR PLAN

M/S TRIVIKRAM CONSTRUCTION

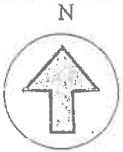
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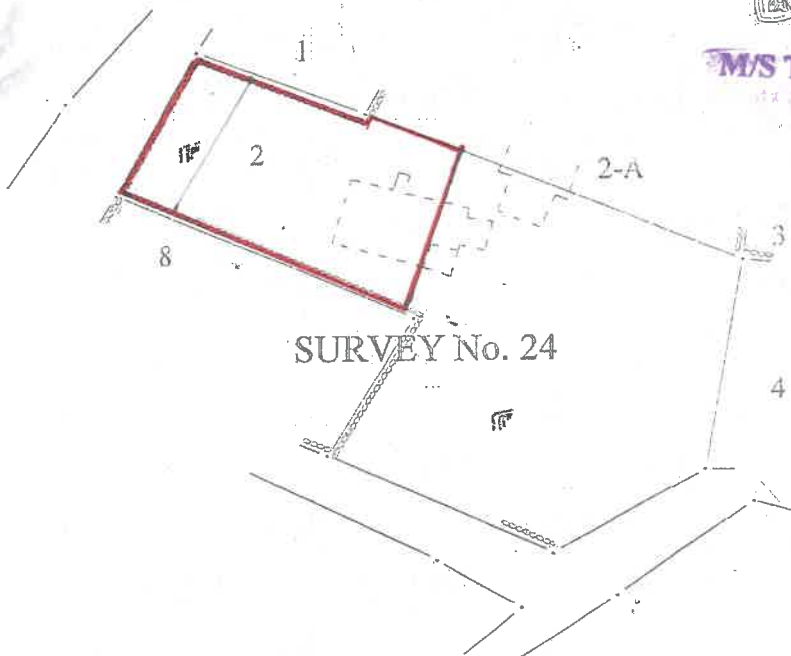


GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA



Plan Showing plots situated at
Village : COLVALE
Taluka : BARDEZ
Survey No./Subdivision No. : 24/ 2
Scale : 1 : 1000

Inward No: 165415



M/S TRIVIKRAM CONSTRUCTION

Proprietor

Generated By : *DMB* DILIP M TAMOSKAR
On : 08-12-2010

Trivikram
8.12.10
Compared By:



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 10-09-2015 11:28:10 AM

Document Serial Number : 4205




Presented at 10:54:00 AM on 10-09-2015 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	45780.00
2	Processing Fees	310.00
	Total :	46090.00

Stamp Duty Required: 194550.00

Stamp Duty Paid: 194700.00




Trivikram Govind Prabhugaonker presenter

Name	Photo	Thumb Impression	Signature
Trivikram Govind Prabhugaonker, S/o Govind Prabhugaonker, Married, Indian, age 38 Years, Business, r/o Plot No. 2, Shiv Vidhanee, Opposite Socorro Panchayat, Porvorim, Bardez-Goa. PAN No. AGDPP4633M. Proprietor of M/S Trivikram Constructions, Office at S- 9 Vasudev Arcade, Opp Chatrapati Shivaji Maharaj Maidan, Bicholim - Goa.			




Endorsements

Executant

1 . Joao Esteves, S/o Andre Francis Esteves, Married, Indian, age 61 Years, Business, r/o H.No. 137/A, Bhuttem Bhat, Mercos, Tiswadi-Goa PAN No.AADPE4461A

Photo	Thumb Impression	Signature
		



2 . Josephine P Esteves, W/o Joao Esteves, Married, Indian, age 53 Years, House-Wife, r/o H.No. 137/A, Bhuttem Bhat, Mercers, Tiswadi-Goa PAN No. AACPE9558R

Photo	Thumb Impression	Signature
		

3 . Trivikram Govind Prabhugaonker, S/o Govind Prabhugaonker, Married, Indian, age 38 Years, Business, r/o Plot No. 2, Shiv Vidhane, Opposite Socorro Panchayat, Porvorim, Bardez-Goa. PAN No. AGDPP4633M. Proprietor of M/S Trivikram Constructions, Office at S- 9 Vasudev Arcade, Opp Chatrapati Shivaji Maharaj Maidan, Bicholim - Goa.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Madhukar Amonkar, s/o Shivanand Amonkar, UnMarried, Indian, age 20 Years, Service, r/o H.No. 232, Bella Vista Vaddo, Sirsaim, Bardez, Goa.	
2	Sandesh Bordekar, S/o Umesh Bordekar, Married, Indian, age 40 Years, Service, r/o H.No. 90, Bhai Peth Bicholim Goa	

Sub-Registrar

Adv. T> S. Sawant

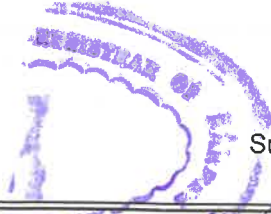
Scanned By:- 

Signature:- 

Designed and Developed by C-DAC, ACTS, Pune

Sub-Registrar
BARDEZ

Book-1 Document
Registration Number BRZ-BK1-07841-2015
CD Number BRZD772 on
Date 11-09-2015



Sub-Registrar (Bardez)

Sub-Registrar
BARDEZ

Scanned By:- Saclanand

Signature:- *[Handwritten Signature]*

Designed and Developed by C-DAC, ACTS, Pune

Delivered by
[Handwritten Signature]
14/9/15