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Joseph P.R. D'cruz

Bugmalo

NOTARY
PAUL RODRICKS
Reg. 98/02
GOVT. OF GOA

AGREEMENT FOR SALE

- Chandra Rodrigues

ARTICLES OF AGREEMENT made and executed at Vasco Da Gama on this 31st day of January Two Thousand Thirteen (31.01.2013) **BETWEEN (1) Mr. CAMILO RODRIGUES**, son of Late Joaquim L. Rodrigues, aged about 59 years, married, Occupation: Retired from private service, Pan Card No. and his wife **(2) MRS. CHANDRA RODRIGUES**, about 58 years, housewife PAN Card No , both residents of building No.77, R. No. 103/B Wing, Sneha Sadan Co-operative Housing Owners Ltd., Nehru Nagar, Kurla (East), Mumbai 400 024, **(3) MRS. ALZIRA D COSTA**, daughter of Late Joaquim L. Rodrigues,alais Jack Rodriks Pan Card No. , age 61 years, housewife resident of Near Ration Office, Building No. 77 "B" Wing, Room No. 504, S.G. Barve Marg, Nehru Nagar (E), Mumbai, 400 024, Maharashtra **(4) MR. DOMINGOS SANTAN DCOSTA**, son late of Shri Nicolous D'costa, aged about 71 years, retired with Aadhar Card No. resident of Near Ration Office, Building No.77B Wing, Room No.504, S.G. Barve Marg, Nehru Nagar, Mumbai, Maharashtra 400 024, **(5) MRS. MARTHA CRASTO**, daughter of Late Jaoquim L. Rodrigues, 62 years, widow resident of B/03, Ground Floor, of Jivan Jyoti Apartments, Samta Nagar Diwanman, Vasai Road, Maharashtra Adhar Card No , hereinafter called as "**THE OWNERS**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the **FIRST PART**

AND

SHALOM DEVELOPERS, a Proprietorship Firm of **MR. JOSEPH P.R. D'CRUZ**, aged 50 years, Indian Inhabitant, having PAN No. residing at Bogmalo Goa, having its Registered Office at A-204, 2nd Floor, Royal Paza, Vasco-Da-Gama, Goa, hereinafter referred to as "**THE DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners if any for the time being constituting the said firm, the survivor or survivor of them, the heirs, executors, administrators of the last survivor and their, his or her assigns) of the **SECOND PART**.

Chandra Rodrigues
Martha Crasto

WHEREAS:

1. The owners being the Joint Owners of to all that property situated in Village Chicolna, inscribed in respect of roll of the

Revenue office under No. 133 admeasuring an area of 1550 sq. m. (One ThousandFive Hundred Fifty sq. m.) surveyed under No.30 Sub Division 9 of the Chicolno Village, situated at Chicolna Bogmalo. (hereinafter called 'the said property) more particularly described in the schedule hereunder written)

2.The said property is free from all encumbrances and lis pendent

3.The developer is interested to develop the said property and hence, the developer has requested the owners to grant the right to develop the said property and the owners have agreed to grant permission for development of the said property and construct nine villas thereon as Villa ownership basis and therefore, have agreed to reduce their terms into writing as under,

4.NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- The owners have agreed to authorize the Developer to develop the said property by the developers by constructing Villa on the said plot using the plot FAR along with necessary Transfer of Development Rights (TDR). All the necessary stamp duty and registration charges will be borne by the Developer for purchasing the necessary FSI in form of TDR as and when required. The developer shall use only valid DRC, use of TDR as per the TDR regulations for grant of transferable TDR to owners /developers and conditions for grant of such rights. The developers shall fulfill all conditions for use of TDR. The owners in no way shall be liable for any damage or loss for the illegal use of TDR rights by the Developer. The Developer shall disclose to the owners about the extent of area available to them for use as transferable TDR. Any additional FAR to be received to the benefit to the owners of the villas.

The stamp duty for convience of the villas to the owners shall be borne by the developer during the time of sale deed.

Chandra Rodrigues
Martha Costa

- The owners have conferred the right of development of the property upon the developers.

- The owners has given a license to the developer to enter upon the said property and construct Villa after the developers got the Villa plans sanctioned and has obtained IOD and Commencement from Mormugao Planning and Development Authority, Vasco Da Gama Gao. The developer shall attach the valid DRC along with the application for development permission. The DRC will be endorsed in the name of Owners by the competent authority.

- In consideration of the owners having agreed to entrust to the Developer the Development of the said property described in the Schedule hereunder written and to confer upon the Developer the rights, powers, privileges and benefits as mentioned in this Agreement, the Developer agrees to pay the Owner a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) this twenty Lakhs shall be paid in the following manner:

- (A)Six Lakhs by the 1st week of January 2015.
  (Two Lakhs to Mr. Camilo Rodrigues, Two Lakhs to Alzira D Costa and Two Lakhs to Martha Crasto.)

(B) Six Lakhs to be paid at time of construction licence
(Two Lakhs to Mr. Camilo Rodrigues, Two Lakhs to Alzira D Costa and Two Lakhs to Martha Crasto.)

(C) Eight Lakhs to be paid before the end of 2016.
(To be distributed equally among the above mention three Parties

Chandra Rodrigues
Martha Crasto

5. This Agreement will not be treated as a Partnership between the Owners and the developer or an Agreement for Sale of the said Plot by the Owners the Developer. The developer is given only a right to develop nine villas and sell, transfer Six villas along with proportionate undivided rights in the said plot as mentioned in the schedule, provided if all terms and condition are full filled.

6. The developers shall carry out the development of the property as per the plans sanctioned by the Mormugao Planning and Development Authority, Vasco Da Gama, Gao and IOD and Commencement

Certificate. The developers shall be at liberty to make necessary applications for the purpose of the same to authorities concerned at their own costs and expenses in the name of the owners for six Villas and for the balance three villas of the owners the cost will be borne by the developer. and shall complete in all respects, the development work of the said property fully at the developer's costs.

7. That upon such execution of this Agreement, the owners shall execute the General Power of Attorney in favour of the party of the developers to carry on the development work of the said property. The Power of Attorney will be automatically revoked in case of the breach of any of the terms and conditions of this Agreemen

8. The owners admit that they have not received any notice for acquisition or requisition of the said property from the Government or any Authority and that the said property is not under any pending litigation and there is no order of any Court, competent authority or the Government, disentitling the owners from dealing with or disposing of the said property.

Chandra Rodrigues
Mattha Coelho

9. The developers shall be entitled to carry out at his costs, charges and expenses or any item of work for development of the said property including laying of drainage, cables and water pipes and other connection as per the terms and conditions imposed by the while sanctioning the scheme. The owners hereby agrees to render all assistance and co-operation that may be required by the developers from time to time to carry out the development work in respect of the said property and construction, completion of building thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities. The owners shall not be liable to incur any financial obligations in that behalf.

10. The developers shall give exclusive possession to the owners is as under:

a. Three Villas admeasuring 120 sq. m. built up area to be given to the plot owners, that is one villa to north of three villas delineated in red Mr. Camilo Rodrigues second villa in centre to Mrs. Martha Crasto and the third to south to Mrs. Alzira Da Costa. The developer shall reserve the above Villa and fronting the road on which the said property is situated and allot the same to the Owners free of cost and it will contain all the usual amenities and conveniences as will be provided in other Villas. The Developer shall not allow any Villa purchaser to occupy the Villa agreed to be purchased by him unless the possession of the above three Villas to be allotted to the owners is given to the owners. The time shall be essence of contract. The Developer shall hand over actual physical possession of three Villas within 24

Camilo Rodrigues Acosta
Martha Crasto

months from the date of Commencement Certificate granted by the concerned authority.

b. The Developer shall be entitled to carry out at his own costs, charges and expenses in all respects all or any items of work for development of the said property including laying of drainage, cables, water pipes and other connections and lighting of roads and other items as per the terms and conditions imposed by the Mormugao Planning and Development Authority, Vasco Da Gama, Gao while sanctioning the layout scheme and the said plans and also other items of works as may be required to carry out for the purpose of making the said property fit for construction of Villa and structure therein. All finances for completion of the said items of works shall be provided and borne and paid by the Developers alone. The owners hereby agrees to render all assistance and co-operation that may be required by the developer from time to time to carry out the development work in respect of said property and construction and completion of the buildings and structure thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising therefrom provided that, the owners shall not be liable to incur any financial obligations in that behalf.

c. The developer shall be at liberty to sell and/or allot the villas any other tenements and/or rights in the buildings and structures to be constructed on the said property and/or to enter into any package deal or arrangement for allotment of Villa/ ~~buildings~~ and structures to be constructed on the said property at such price and on such terms and conditions and provisions as the developer may think fit, and any terms which may be imposed by any authority or authorities, provided always that the developer shall not be released or discharged from his liabilities and obligations hereunder to the owners. All such allotments shall, however, be made by the

Chandra Rodrigues
Martha Coaks

Developer at his own costs and account and at his risk, the intention being that the developer shall alone be liable and responsible to such party or parties in connection with all dealings between the developer and such party or parties. The developer will be entitled to permit any of the premises to be occupied by any of the allotees of villas/ dwelling units or flats or buildings erected on the said property by the developer only after the installments due and payable by the developer to the owner in respect thereof and the full consideration is paid to the owner or the payment is otherwise secured to the owner by a bank Guarantee as may be agreed upon between the parties hereto with actual physical possession of three villas to owners.

d. The developer shall be entitled to put up and permit to be put up advertisement boards upon the said property, but without involving the name of the owner in any manner, and which the owner will be entitled to remove forthwith if the developer has committed any breach of this Agreement.

e. Upon payment to the owner of the full consideration amount mentioned in clause 4 hereinabove, or the payment thereof or any part thereof remaining unpaid being accrued to the owner as may be agreed upon between the parties hereto as aforesaid and upon the full development being carried out by construction of buildings and sale of villas , the developer shall hand over the property formally to the owner and then the owner shall directly execute and deliver any one or more deeds of conveyance in favour of one or more Co-operative Society or Societies or companies or condominium of the purchasers of villas, tenements and premises in the new buildings to be erected by the developer. The developer hereby agrees to join in such deed as confirming party if required. Such deed or deeds of conveyance shall be prepared by the Advocate for the owners and approved by the Advocate for the developer or the villa purchasers.

Chandra. Rodrigues
Martha Costa

f. The developer shall consume or utilize the full FSI available in respect of the said property to be developed and shall not utilize any FSI available in respect of any other property.

g. The owners shall sign all Application or papers for the necessary permission and sanctions of the competent authority or State Government permission and sanctions of the competent authority or state Government for the development of the said property described in the Schedule hereunder written. However, it shall be the responsibility of the Developer to file Applications with the concerned authorities and pursue the said Applications and obtain the said permission of the State Government /competent authority at his own costs and expenses. And the owners shall not be liable for any non compliance of rules or laws and financial compensation. These applications are solely sign on request of the developer

11. The developers shall be entitled to enter into separate contract in their own names with the building contractors, architects and other for carrying out said development at their own cost and risks.

12. The developers undertake to complete the said construction work and shall put the owners in exclusive possession of what has been agreed in the previous paragraphs within a period of 24 months from the date of obtaining commencement certificates or construction lenience. And if the developers would not complete the construction within the stipulated period of 24 months then the owners shall be entitled to Rs.30,000/- per month for an additional one year till the time they are put in exclusive possession of what has been agreed in the previous paragraphs.

13. All out of pocket expenses of and incidental to this Agreement and the transaction in pursuance thereof including this Deed of sale and other assurances in

Chandra Rodrigues
Mantha Cross

respect thereon including stamp duty and registration charges shall be arranged to be paid by the developer so that the Owner will not require to pay the same.

14. The developer shall indemnify and keep indemnified the owners against all losses, damages, costs, charges, expenses that will be incurred or suffered by the owners on account of or arising out any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by any third party in respect of such construction or otherwise whatsoever.

15. If the developer for any reason fails to construct or complete construction of the new villa/ building within the period mutually fixed by the parties or by consent within extended period, the owners will have the right to

cancel this Agreement by giving 15 days notice to the developers and on such cancellation the construction work, if any, done by the developer and payment of twenty lakhs will stand forfeited to the owners

16. The whole of the said property shall be of the ownership of the owners and the developer shall have no interest in or right thereto or any part thereof.

17. The owner declares

(a) that the owner is entitled to enter into this Agreement with the Developers and he has full right and authority to sign and execute the same.

(b) That the owner has not agreed, committed or contracted or entered into any Agreement for sale or lease of the said property or any part thereof to any persons or person other than the Developer and that he has not created any mortgage charge or any other encumbrances on the said property as mentioned herein.

(c) That the owners has not done any act, deed, matter or thing whereby or by reason where of,the development of the said property may be prevented or affected in any manner whatsoever.

Chandra Rodrigues Acosta
Martha Costa

18. The Developer declares that he has entered into this Agreement after fully satisfying about the title of the owner.

19. If any dispute or claim arises between the owners and the developer in connection with this Agreement the same will be referred to Arbitration of a common arbitrator if agreed upon and the arbitration will be governed by the Arbitration Act, 1940.

20. The developers shall not avoid the liability of development work and undertake to complete the development work within the stipulated period of 24 months from the date of the construction licience.

21. That it is further agreed that after construction of the said building and after sale of the respective villas by

the developers, all the taxes, outgoings in respect of the newly constructed villas shall be borne by each and every flat purchasers and the owners shall not be entitled to the taxes payable in respect of the said villa That the developers will continue to pay all the taxes, outgoings, in respect of any unsold villas in the said property and the owners will be only responsible for Taxes and maintenance of the flats and all parking spaces (they are going to get from the developer under this Agreement on receipt of the occupancy certificate from the developer.

22. The developers would take necessary safe guard and insurance of the construction at the site. In case of any accident or death of the workers at construction site the owner hold no responsibility.

Chandra Rodrigues
Martha Costa

23. The owners are entitled for the 3 villas flats of 120 sq. m. each villa will be given to one family, as mentioned hereinabove all the remaining villas that will be available for developer. The owners will be provided parking spaces in the same villas.

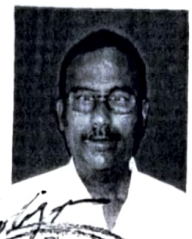
IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day and the year first hereinabove written.

THE SCHEDULE OF PROPERTY ABOVE REFERRED TO:

All that property situated in Village Chicolna, inscribed in respect of roll of the Revenue office under No. 133 admeasuring an area of 1550 sq. m. (One Thousand Five Hundred Fifty sq. m.) surveyed under No.30 Sub Division 9 of the Chicolno Village, situated at Chicolna Bagmalo, within the office of Sub Registrar of Assurances Chicolna Bagmalo, Goa.

Chandra Rodrigues
Martha Costa
Adv

SIGNED AND DELIVERED
BY THE WITHIN NAMED
VENDORS
MR. CAMILO RODRIGUES



L.H.T.I

LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS

x Chandra Rodrigues

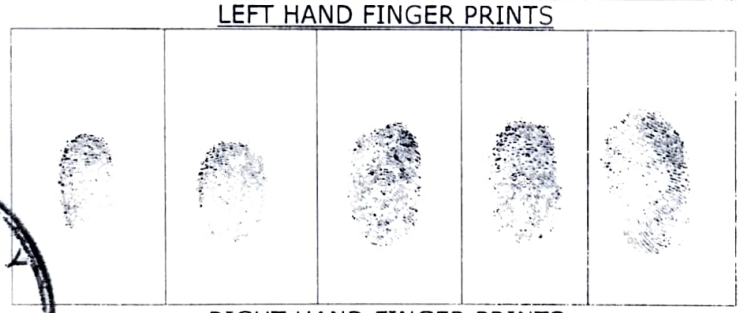
x
Acosta
Martha Crasto

MRS. CHANDRA RODRIGUES

Chandra Rodrigues

L.H.T.I

LEFT HAND FINGER PRINTS



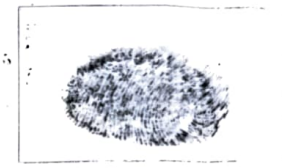
RIGHT HAND FINGER PRINTS

x Chandra Rodrigues.

x Martha Crasta

MRS. ALZIRA DA COSTA

NOTARY PAUL RODRIGUES



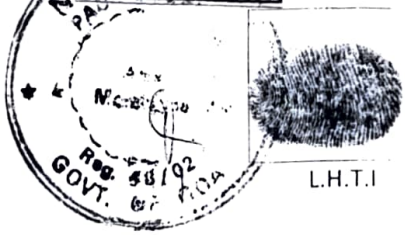
L.H.T.I

LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS

Chandra Rodrigues.

MR. DOMINGOS SANTAN DCOSTA



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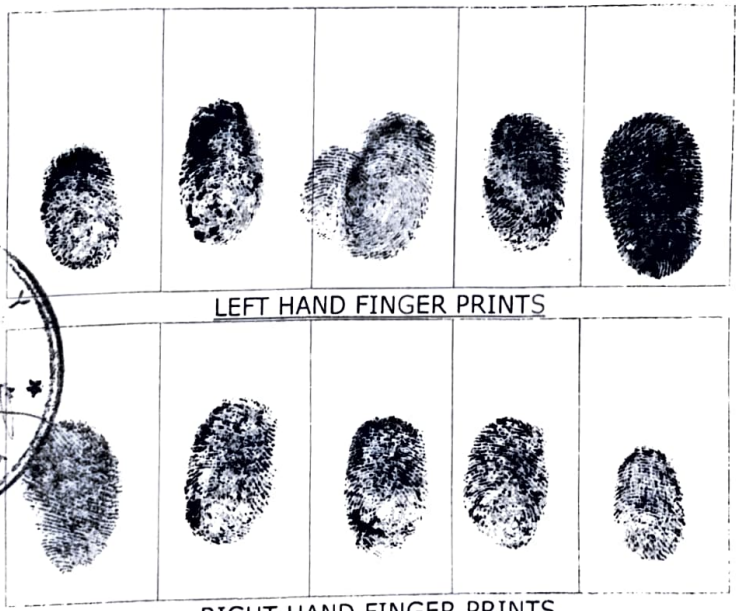


LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS

MRS. MARTHA CRASTO

Martha Crasto

GOVT. OF GOA

LEFT HAND FINGER PRINTS

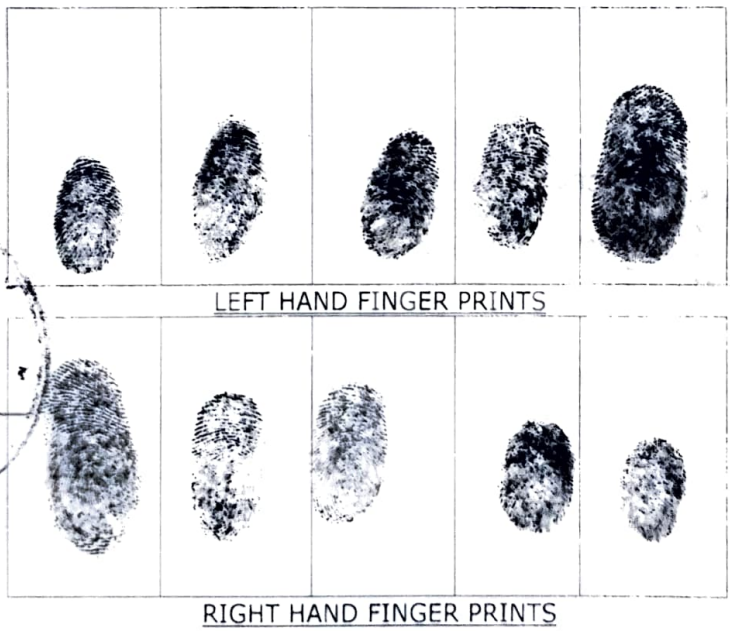
RIGHT HAND FINGER PRINTS

R Chandrea. Rodrigues.

Martha Crasto

SIGNED AND DELIVERED
by the within named
PURCHASER "SHALOM DEVELOPERS"
a proprietorship of
SHRI. JOSEPH P.R.D'CRUZ

L.H.T.I



LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS

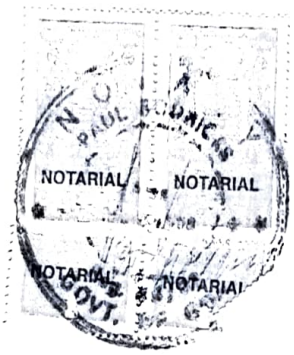
WITNESSES:-

1) Antonio P. Fernandes

2)_____

Martha Costa

Chandra Rodrigues.



PAUL S. RODRICKS
NOTARY
Under Govt. of Goa
Mormugao-Vasco

Executed Before Me
WHICH I ATTEST
Place...Vasco.....
Date...31-1-13...

Reg No. 20443