



मिवा GOA

Serial No. 13/643 Please of Vend Mapusa Date 05-06-2013 243016
Val : fstm e. Rs.1000/-

Name of Shyam de Souza

Resident at Mapusa, Son of J. C. de Souza

Signature of Vendor.....Signature of Purchaser

Anacleto L. P. Fernandes
128 No. 13, Benaum Mapusa

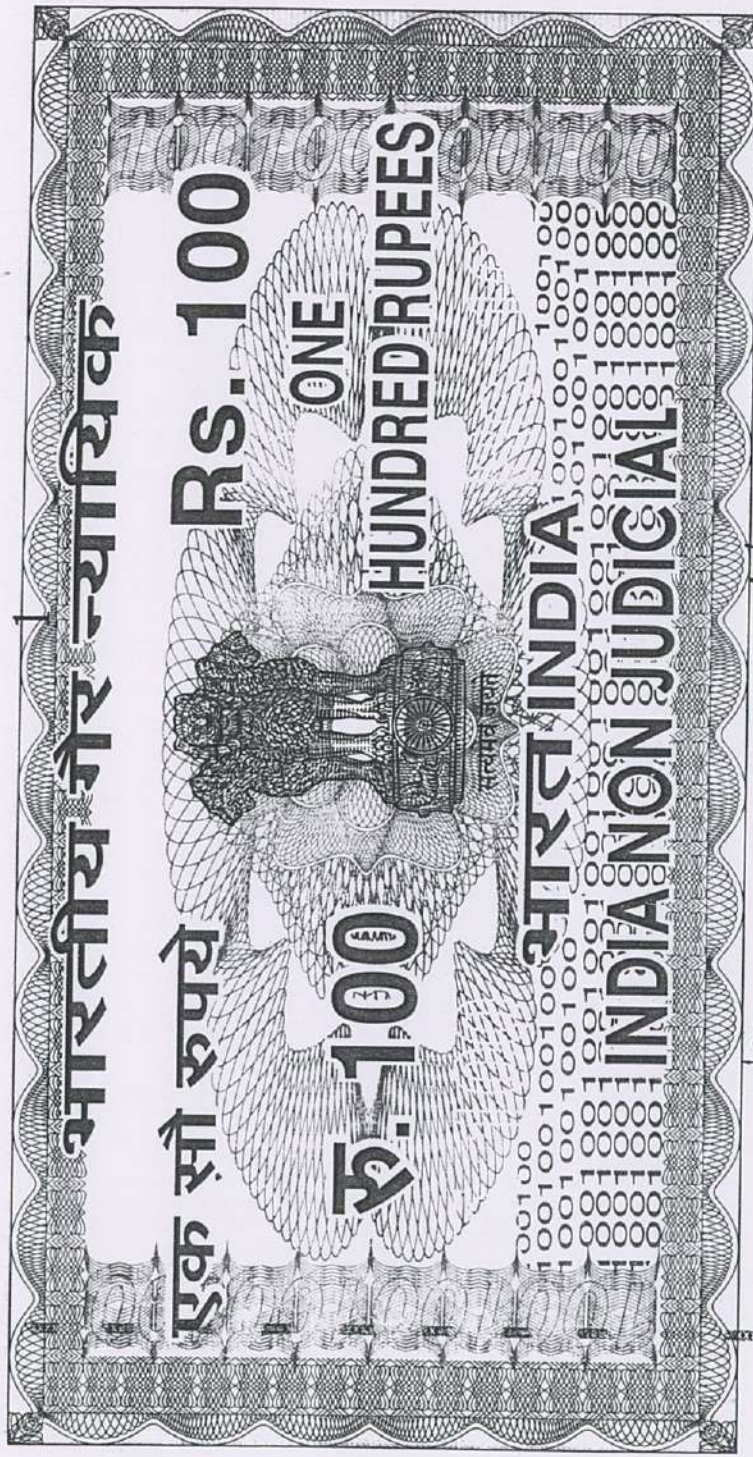


AGREEMENT FOR DEVELOPMENT & SALE

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Shyam de Souza

Shyam de Souza



गोवा GOA

Serial No. 3/614 Please of Vend Mapusa Date 3/6/13

395130

Name of Vendor Shyam Doye

Resident at Mapusa Son of J. Doye

Signature of Vendor [Signature] Signature of Purchaser

Anacleto L. P. Fernandes

Uto No. 13, Benaum Mapusa



AGREEMENT FOR DEVELOPMENT & SALE

THIS AGREEMENT FOR DEVELOPMENT AND
SALE is made at MAPUSA on this 5th day of JUNE
of the year 2013;

Shyam Doye [Signature]
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BETWEEN

(1) MR. ALEXINHO AUGUSTIN GONSALVES, Son of late Mr. Inacinho S. Gonsalves, 63 years of age, married, businessman, having Pan No. AGXPG4051G, and his wife; (2) MRS. UBALDINA NEVES GONSALVES, daughter of late Mr. Jose Caridade Pereira, 54 years of age, having Pan No. AGXPG4009Q, both Indian Nationals, both residents of H. No. 93/1, QUITLA, ALDONA, BARDEZ, GOA, hereinafter referred to as "THE VENDORS".

AND

M/s. SOUZA & ASSOCIATES, a proprietorship concern represented by its proprietor, MR. SHYAM PAUL De SOUZA, son of Mr. Juliao Caridade De Souza, aged 44 years, married, businessman, Indian National, having Pan No. ADAPP7761J, resident of SANGOLDA, BARDEZ, GOA, and having its office at 2, ANJUNKAR APARTMENTS, ANGOD, MAPUSA, BARDEZ, GOA, hereinafter referred to as "THE PURCHASER/ DEVELOPER".

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WHEREAS the VENDORS are the owners of the property known as "MARZOLLEM GALLUM" admeasuring 1995.00 Sq.mtrs., with a residential house situated therein, situated at QUITLA, ALDONA, BARDEZ, GOA within the jurisdiction of village Panchayat of ALDONA, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, surveyed under Survey No. 90, Sub-Division No. 4 of Village Aldona and bounded as under:- EAST: By 6.00 mtrs., wide road; WEST: By 10.00 mtrs., Wide road; NORTH : By foot lane and beyond which lies plot bearing Survey No. 90/3; SOUTH : By plot bearing Survey No. 90/4-A & plot bearing Survey No. 90/4-B.

The said property is more particularly described in Schedule - I hereunder written and hereinafter referred to as "THE SAID PROPERTY".

Originally the entire property known as "MARZOLLEM GALLUM" admeasuring 3325.00 Sq. Mtrs., and surveyed under Survey No.90/4. of Village ALDONA belonged to Mr. Pedro Paulo D'souza and his wife Mrs. Maria Joaquina Fernandes.

Pedro Paulo D'souza
3 *Maria Joaquina Fernandes*

Signature of Pedro Paulo D'souza



AND WHEREAS a plot of the aforesaid property identified as PLOT A and admeasuring 1995.00 sq.mts., was purchased by "THE VENDORS" from the heirs of Pedro Paulo D'souza and MRS. Maria Joaquina Fernandes, vide deed of sale dated 26th February 1992 and registered in the Office of the Sub - Registrar, Bardez under Reg. No. 843, and recorded in Book No. 1, Volume 155 along with an old residential house.

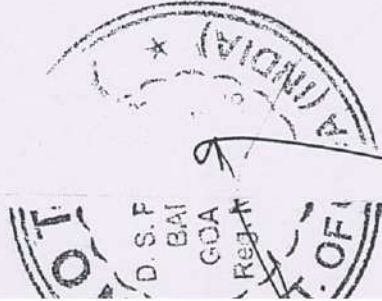
AND WHEREAS in view of the above the VENDORS are absolute owners in possession and have acquired a good valid and marketable title to the said property.

AND WHEREAS the VENDORS have approached the DEVELOPER/ PURCHASER to develop the said property and the VENDORS have agreed to allow the DEVELOPER to develop "THE SAID PROPERTY" by constructing thereon DUPLEX VILLAS/BUNGALOWS/ APARTMENTS, for a total consideration as under:

- (a) Two nos 3 bedroom duplex villas having a built up area of 160.00 sq.mtrs., each and 14.00 sq.mtrs., of

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open terrace and 14.00 sq.mtrs., of car porch to be constructed in the said property along with combined land area admeasuring 512.00 sq.mtrs., as shown in plan annexed hereto and marked as VILLA No. 1 & VILLA No. 4.

- (b) Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to be paid as per Schedule – II hereinafter written.

NOW THIS AGREEMENT FOR DEVELOPMENT AND SALE WITNESSETH AND IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

1. That the VENDORS shall allow the DEVELOPER/PURCHASER to develop the said property, more fully described in the Schedule – I hereunder written and shown on plan annexed hereto and the VENDORS shall also sell the same to the DEVELOPER/PURCHASER and/or his nominees and the DEVELOPER/PURCHASER shall develop the said property by constructing thereon DUPLEX VILLAS/BUNGALOWS/APARTMENTS for and on

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behalf and at the cost of the third parties and the DEVELOPER shall purchase the same for the total consideration as under:-

(a) Two nos DUPLEX VILLAS having a builtup area of 160.00 Sq.mtrs., each (Total built up area of each Villa including open terrace and car porch is 188.00 sq.mtrs.,) along with land area of 512.00 sq.mtrs., as shown in plan annexed as Annexure - I & II hereto and marked as Villa No.1 and Villa No.4

(b) Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to be paid as per Schedule - II.

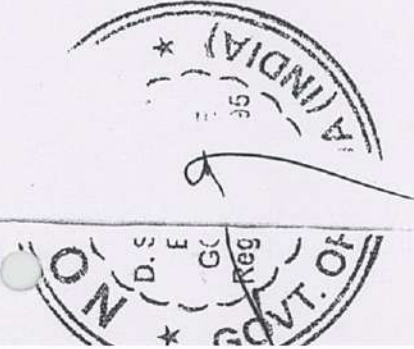
The layout plan of the VILLA scheme is shown in Annexure - III as layout Plan A. However it will be at the discretion of the DEVELOPER to convert the VILLA No. 5 & 6 into an Apartment Block by submitting revised plans to Town & Country Planning. The same is shown in Annexure - IV as layout Plan B.

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2. That the DEVELOPER/PURCHASER shall be put in possession of the said property on execution of the instant agreement and the DEVELOPER/PURCHASER shall be entitled to construct on the same, DUPLEX VILLAS/ BUNGALOWS/ ROW HOUSES or any other premises of whatsoever nature for and on behalf of and at the cost of the DEVELOPER/PURCHASER and/or third parties.
3. That the DEVELOPER/PURCHASER shall be entitled to apply for, get approved, passed and issued all building/construction licences and permits required for the proposed building/s in the said property from any concerned Department of Government, Semi or Quasi Government/Agency, Authority, Revenue Court, local authority inclusive of the Municipality. That the Developer/Purchaser shall obtain the licences in the name of the VENDORS on the basis of the power of attorney granted by the VENDORS.

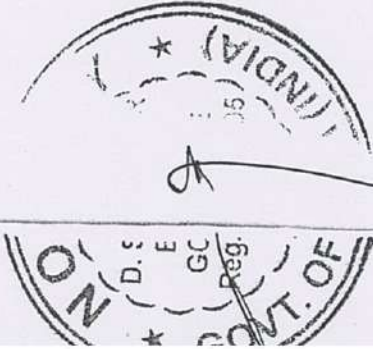


Signature of Vendor

Signature of Developer/Purchaser

7 *Monsalves*

4. That the DEVELOPER/PURCHASER shall be entitled to immediately on execution of this Agreement, float any scheme for construction of VILLAS/BUNGALOWS/ROW HOUSES/APTS without any liability to the VENDORS whatsoever on the said property at the cost and expenses of any person/third parties and shall be entitled to advertise any such scheme in the newspapers and/or through any other media and to enter into any agreement/s with any persons whatsoever.
5. THAT the VENDORS shall allow the DEVELOPER/PURCHASER to enter into agreement of sale of the proportionate divided/ undivided right in and to the said property corresponding to the area of the DUPLEX VILLA to be constructed by the DEVELOPER/PURCHASER for the third parties, except for an area of 512.00 sq.mtrs., retained by the VENDORS for the construction of Villa No.1 and Villa No. 4.



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P. S. Sanyal
M. S. Sanyal

6. THAT the VENDORS shall simultaneously with the execution of this Agreement shall execute an irrevocable Power of Attorney in favour of MR.SHYAM PAUL De SOUZA in order to enable him to implement the provisions of this Agreement.
7. That the possession of the said Two nos DUPLEX VILLAS shall be delivered to the VENDORS within a period of 18 months from the date of obtaining construction licence from the village panchayat, Aldona, subject to an extension of six months. That the said duplex villas No. 1 and 4 shall be constructed as per the specification as laid out in Schedule - III hereunder written.
8. That the construction and completion of the proposed DUPLEX VILLAS/BUNGALOWS/ ROW HOUSES in the said property by the DEVELOPER/ PURCHASER shall be completed within such time and such period as may be required by the DEVELOPER/ PURCHASER but the construction

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and completion of the said DUPLEX VILLAS (Villa No.1 and Villa No. 4) to be allotted to the VENDORS shall be completed in all respects within a period of 18 months from the date of obtaining the construction licence, subject to an extension of six months as may be mutually agreed in writing by the parties hereto.

9. THAT if the VENDORS desire or require any changes, alterations or modifications in the DUPLEX VILLAS to be allotted to the VENDORS and if the DEVELOPER/PURCHASER agrees to undertake the execution of such work, the VENDORS shall pay to the DEVELOPER/PURCHASER the extra cost involved in such alterations, changes or modifications at the prevailing market rates and in advance. However, the same to be agreed upon only in writing. The DEVELOPER/PURCHASER shall have the option to adjust the extra - item work costs with the payments to be made to the VENDORS as listed in Schedule - II.

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10. THAT the DEVELOPER/PURCHASER is authorised and empowered to sell and/or dispose all the remaining DUPLEX VILLAS/ BUNGALOWS/ROW HOUSES/APTS excluding the villas (Villa No.1 and Villa No. 4) allotted to the VENDORS on such terms and conditions as the DEVELOPER/PURCHASER may agree with the other buyers and appropriate for himself the entire proceeds thereof and the VENDORS shall convey, transfer and assign in the favour of the DEVELOPER/PURCHASER and/or his nominees, the proportionate divided share in the said property in the manner and as per the direction of the DEVELOPER/PURCHASER.

11. THAT all the profits/losses arising out of such construction by the DEVELOPER/PURCHASER, on behalf of the third parties as aforesaid at the cost and expense of the latter, shall exclusively accrue to the DEVELOPER/PURCHASER and be enjoyed by him without any objection from the VENDORS and the VENDORS shall not be liable in any manner.

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12. That the VENDORS have delivered to the DEVELOPER/PURCHASER all copies of the documents/pertaining to their title of the said property. The DEVELOPER/PURCHASER has investigated into the title of the VENDORS. However, inspite of the above, if there is any defect in title of the VENDORS, the VENDORS shall be liable to show a good, clear and marketable title within a period of six months from the date of signing of this Agreement, which period shall be excluded from the period of performance of the DEVELOPER/PURCHASER under the terms of this Agreement. And incase of any defect in title, the DEVELOPER/PURCHASER shall bring the same to the notice of the VENDORS, whereupon the VENDORS shall get the defect removed.

If any litigation take place due to any defect in title of the VENDORS or incase of ban on construction and the development work is stopped due to any Order from the Government or any Bodies, such period of stoppage of work shall be excluded from

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the period of performance as stipulated in this Agreement for the DEVELOPER/PURCHASER.

13. THAT if as a result of any breach of terms, conditions and provisions of this Agreement, the DEVELOPER/PURCHASER cannot fulfill his obligations under this Agreement and/or fails to handover possession of the DUPLEX VILLAS within the agreed period, an additional extended period of six months shall be granted by the VENDORS to the DEVELOPER/PURCHASER to implement and perform the terms and conditions of this Agreement and fulfill at the end of this extended period of six months. If however, the DEVELOPER/ PURCHASER further fails to deliver possession of the said DUPLEX VILLA, the DEVELOPER/ PURCHASER shall pay to the VENDORS as penalty an amount of Rs. 10,000/- per month for each of the said DUPLEX VILLA, commencing from the end of the extended period till the date of handing over possession of the same to the VENDORS.

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14. That if due to any hindrance or obstruction caused to the DEVELOPER/ PURCHASER in the execution of the works on account of any claim or demand of the third parties against the VENDORS in respect of the said property described in the Schedule - I hereunder written and that in consequences thereof it results in stoppage of the construction work, the said period shall be excluded from the period of performance by the DEVELOPER/PURCHASER under these presents. In such an event the VENDORS shall compensate the DEVELOPER/PURCHASER in a suitable manner.
15. That incase of any claims by any dormant claimant and/or third parties to the ownership or co-ownership or any other claims of whatsoever nature with respect to the said property, the VENDORS shall be liable to settle such claims at their own costs.

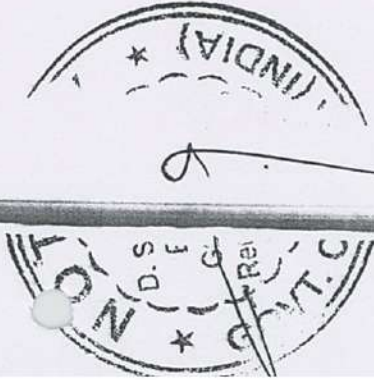


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16. ANY OTHER dispute arising from contract between the DEVELOPER/PURCHASER and the PURCHASERS of the UNITS/VILLAS, this liability shall be the sole responsibility of the DEVELOPER/PURCHASER including any liability arising from violation of any building laws, zoning requirements in the conditions of the Panchayat, any authorities from Town & Country Planning Department, Planning and Development Authority, any violation of the provisions of the Land Revenue Code and also by violation of the building licences, permissions or any laws, rules and regulations relating to building and construction activities. The VENDORS shall not be liable in any manner whatsoever, except as laid out in appropriate clauses of this Agreement.

17. THAT the VENDORS shall fully co-operate with the DEVELOPER in his efforts to obtain and secure all the necessary permissions, licences, any clearance, NOC's, approvals, sanctions which in



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the opinion of the DEVELOPER is necessary for giving effects to this Agreement.

18. THAT the VENDORS shall fully co-operate with the DEVELOPER/ PURCHASER in getting the Occupancy Certificate, water, electricity and sanitary connection from the concerned authorities to each and every part of the proposed building to be constructed in the said property provided the DEVELOPER/ PURCHASER fulfils the obligations cast on him and performs his part of the Contract.

19. THAT the DEVELOPER/PURCHASER after completion of the construction of the said DUPLEX VILLAS to be allotted to the VENDORS in all respects, shall notify the VENDORS to take delivery of possession of the same within a period of 30 days from the receipt of

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such notice and if inspite of the said notice and expiry of the said period of 30 days, the VENDORS do not take physical possession, it shall be deemed that the VENDORS have taken such possession on the date of expiry of the said notice period.

20. THAT on execution of the final deed of conveyance/sale in respect of the said property in favour of the DEVELOPER/ PURCHASER and/or in favour of his nominees/third parties, except with respect of the proportionate divided right, share of the said property corresponding to the said DUPLEX VILLAS (Villa No.1 and Villa No. 4) allotted to the VENDORS, all the ownership rights of the VENDORS in and to the said property shall be extinguished.

21. THAT the VENDORS has given a warranty to the DEVELOPER/ PURCHASER that no one of them have entered into a similar agreement with any third parties nor they or any of them have entered

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