भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

गोवा GOA

267102

Serial No 4517 Place MARGAO Date

Value of Stamp Paper One hundred only.

Name of Purchaser Rio Pereira

Residence Margao Father's Name

Purpose Deed Transaction Parties

High Stamp Vendor
CAMILO FRANCIS TREVOR BRAG
Licence No. II/D/ST-2/2/99/SAI

Signature Of purchaser

NOTARY
JAYANT S. PRABHU KHANBHAG
SANGUEM TALUKA
Regd. No. 145
GOVT OF GOA (INDIA)

AGREEMENT FOR SALE AND DEVELOPMENT

This AGREEMENT is made at Margao, Goa, on this 18th day of November , 2011 - BETWEEN -

Simida Barretto

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1) MRS. SIMIOLA QUEOBINA BARRETTO, Alias SIMIOLA QUEOBINA PEREIRA daughter of late Mr. Inacio Pereira major of age, and widow of late Jose Caetano Jorge Barretto alias Joseph Caitano George Barreto and her daughter (2)MS VALANCY ANTONETA BARRETTO, daughter of late Jose Caetano Jorge Barretto alias Joseph Caitano George Barretto Alias George Barretto both residents of Sirvodem , Margao Goa , and are hereinafter referred to as the "FIRST PARTY" of the ONE PART - AND -

(2) M/S. PEREIRA REAL ESTATES partner, MR.PIO MONTE PEREIRA, son of late Rosario Francisco Pereira, major of age, resident of Sirvodem, Margao, Goa, hereinafter referred to as , a Partnership firm,duly registered under Indian Partnership Act, 1932, having office at Sirvodem Margao, Goa, represented herein through its the "SECOND PARTY" of the OTHER PART.

Each of the expressions "THE FIRST PARTY" and "THE SECOND PARTY" herein used shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators and assigns.

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LUKA
No. 145
GOA (INDIA)

WHEREAS there exists a plot of land, namely Lote No.1 of the property known as SIRVODEM, situated at Sirvodem, Navelim, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State Of Goa, described in the Land Registration office of Salcete under No 11,138 of New Series, enrolled in the Land Revenue Office of Salcette under Matriz No.1252 and said Lote No.1 is surveyed under Chalta Nos.87 to 98 of P.T.Sheet No.275 and Chalta Nos.7 and 8 of P.T.Sheet No.279, having an area of 3055 sq.mts and bounded on the east and west by property of Octaviano Diniz on the north by property of Leandro Silva and on the south by public road.

The above described plot of land is hereinafter referred to as the "said plot"

AND WHEREAS Mr Jose Caetano Jorge Barretto alias Joseph Caitano George Barretto inherited one fifth share and right to the said plot on the death of his father Mr Camilo Barretto.

AND WHEREAS the FIRST PART having inherited their right to this plot on the death of Mr Jose Caetano Jorge Barretto alias Joseph Caitano George Barretto who was the husband of

Simiola Barretto

Mrs. Simiola Querbina Barretto and the father of his only daughter Valancy Antoneta Barretto . The owners of the FIRST PART are collectively entitled for one fifth undivided share, title and interest there in;

AND WHEREAS the SECOND PARTY has already negotiated with all the other co-owners of the said property and has already entered into agreements with them for purchase of the said plot for the purpose of development.

AND WHEREAS, the FIRST PARTY agreed to enter into an agreement with the SECOND PARTY for sale of their

collective share of the one fifth undivided Right.

AND WHEREAS, the parties hereto desire the conditions, terms and covenants of the aforesaid Agreement, to be reduced into writing, and to do hereinafter.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO HEREBY AGREE as follows:

I. The FIRST PARTY shall sell and the SECOND PARTY shall purchase all the said right, title and interest of the FIRST PARTY in the said plot described hereinabove for a consideration payable partly by cash and partly by constructing a flat and in the proposed building in the said plot.

Simiola Barretto
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a) Cash consideration of Rs.2,00,000/- (Rupees Two lakhs only),

B) kind consideration shall be one two bed room flat on the Second floor in the proposed building with a minimum super built up area of at least 75.00 Sq.mts SB Details of the specifications for the flat are as per ANNEXURE A .

The said flat shall be allotted within 24 months from the date of starting of the construction of proposed building.

The said flat to be allotted to the FIRST PARTY shall be identified as SIM ,

The plan of the same will be given to the First Party after the same is approved by the Authorities. The choice of the premises to be allotted to the FIRST Party will have to be approved in writing by them , and the premises approved will be reserved for them by the Second Party unless otherwise informed in writing to him by the First Party.

In case any communication has to be sent to the FIRST PARTY then the same will have to be sent by a covering letter to the following address

Mrs. Simiola Querbina Barretto
Sirvodem , Navelim
Salcette , Goa

Simiola Barretto

Similarly any communication regarding any developments with the other joint co owners or any other matters concerning the said plot will be sent by the FIRST PARTY to the SECOND PARTY on the following address.

Mr Pio Pereira
S 4 , Rosa Mystica
Sirvodem , Navelim
Salcette , Goa

Simultaneously on signing of this agreement an irrevocable power of attorney will be given by the FIRST PARTY in favour of the SECOND PARTY to do all works for the 'said development of said plot and sale of premises therein.

2. The SECOND PARTY on entering into agreement with other co-owners shall be free to develop the said plot by constructing building thereon and dispose of the premises therein along with the proportionate share in land to any of their customers.

3. The SECOND PARTY on execution of agreements with all co-owners shall be free to enter into the said plot and carry out the survey and measurements and also to carry out and complete the works of any construction and development which may be required for the purpose of the development of the said plot by constructing building to its permissible coverage and floor area ratio. For the

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said purpose the SECOND PARTY shall be free to do excavation, leveling, demarcation and constructing and completing building as per approved plans. The FIRST PARTY permits and authorises the SECOND PARTY to enter into the said plot, clear the site, to level the property, to cut trees and do all other requirements, including demolishing the existing house if required. All the development work which will be made by the SECOND PARTY in the said plot shall belong to the SECOND PARTY.

4. The SECOND PARTY are also permitted and Authorized by the FIRST PARTY to enter into firm commitments and agreements with their customers for the construction and sale of any premises in the proposed building of the said property. However the Second Party shall not dispose of the premises agreed to be constructed and allotted to the FIRST PARTY and other Co-Owners.

5. All the costs of the development, including development fees, cost of construction, conversion charges and alt other charges, fees, fines, penalties, and other charges in respect of the said plot shall be borne exclusively by the SECOND PARTY.

6. The SECOND PARTY agrees that all sales or

Simiola Garretto Borsato

agreements to sell, transfer of the proposed premises in the said plot shall be at the SECOND PARTY'S own costs, account, reason and responsibility. It is hereby clarified that the intention of the parties hereto is that the SECOND PARTY shall alone be liable and responsible to any third parties in connection with all dealings between the SECOND PARTY and such parties.

6. Either parties agree and undertake to cooperate with each other for giving effect to the terms of the present Agreement and do all such acts, deeds and things as may be necessary for compliance thereof.

8. The SECOND PARTY and their customers shall be free to raise finance in respect of the premises to be constructed in the said proposed building against security of such premises. However, the SECOND PARTY shall not raise any finance in respect of the premises to be constructed for the FIRST PARTY and the Co-Owners.

9. There are some occupants occupying various structures in the said plot and they are to be settled by FIRST PARTY along with the other CO-Owners and the SECOND PARTY, will give all possible help for the same. However, it is agreed that any compensation to be paid to such occupants shall be on account of the FIRST PARTY.

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month, year and place first hereinabove mentioned.

FIRST PARTY:

MRS. SIMIOLA QUEOBINA BARRETTO

SB

MS VALANCY ANTONETA BARRETTO

SECOND PARTY

MR PIO PEREIRA

WITNESSES:

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EXECUTED BEFORE ME
WHICH I ATTEST

JAYANT S. PRABHU SHANBHAG
NOTARY MARGAO,
Regd. No. 145
SALCETE TALUKA,
STATE OF GOA (INDIA)
Reg. No. 6538/2011
Date: 18/11/11

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ANNEXURE A

SPECIFICATION FOR FLAT

STRUCTURE: R.C.C frame structure with external walls of Laterite stones masonry in cement mortar & internal walls of burnt bricks in cement mortar., as per designs approved by competent authorities.

DOORS & WINDOWS: The main door will be of Teak wood and Varnished, and all other doors frames will be of matti/Sal wood, & internal doors shall be of block board with iron oxidized fittings. All windows will be of aluminum type. All internal doors will be oil painted.

PLASTER AND PAINT: All external surfaces of the building will be plastered with two coats of cement mortar finished with "Snowcem". Internal walls, ceiling will be plastered with one coat of cement mortar and finished smooth with neeru. Inside walls will be painted with Oil bound Distemper & ceilings shall be painted with two coats of Lime wash.

Simi'ola Barretto

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FLOORING :Living Room & Dinning will have Ceramic Tiles Of Basic rates of Rs 400/ - per Sq Mt the rest of the rooms will also have Ceramic tiles of basic rates of Rs 300/- per Sq.Mts.

TOILET/BATH:Toilet/Bath shall consist of an European W.C and a wash basin. All Toilets /baths shall be provided with 8" X 12 " ceramic tiles dados to an average height of 1.50 mts. For bath area & 1.mtr for W.C area Toilet. Bath floor to be laid in ceramic tiles.

KITCHENS: Kitchen to be provided with stainless steel sink, and cooking platform finished with kaddapah stone. The wall backing the Kitchen platform to be provided with glazed tiles up to a height of 0.45mts.

ELECTRICALS: All wiring to be in best quality cable and concealed and points to be provided as follows.

Liv/Din.	1 wall point, 1 fan point, 1 plug Point, 1 TV Socket. 1 Phone Point.
Bedroom.	2 wall points,1 plug point, 1 fan point.
Kitchen/Bath.	2 wall points,1 power point.
Toilet.	1 wall point, 1 plug point.
Staircase.(common)	1 two way point.

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All fixtures including fans are to be provided by the Owners.

PLUMBING & DRAINAGE:Rain water drainage to be P. V .C down take pipe. Plumbing main and distribution to be in P.V.C pipes. Underground drainage to be in stoneware pipes with chambers which are to be connected to sewage Mains/Septic Tank.

ROOFING:R.C.C Slab with approved type of water proofing with Mangalore Tiles fixed above that.

METERS:Electrical & water meter will be provided, but the Owners will have to pay the necessary deposits.

OVERHEAD WATER TANK: Each Apartment will be provided with A minimum water capacity of 750 litres .

Any alteration and additional work as desired by the Owners in the specifications will be considered at extra cost .

Simiola Barretto

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