



गोवा GOA

Sr. No. 16 Place of Vend Sub Treasury Office **062511**

Date of issue 24/02/2021 Value of stamp Pernem

Paper Rs 25000/- (Rupees) Twenty Five

Thousand only Name of the Purchaser Dashmi

Sony Gwade Residing at Korgao Pernem Goa

Son Of -

Shinca

Sig of the vender

Sig of the Purchaser

ASH



2021-PNM-84
11/03/2021



AGREEMENT FOR

DEVELOPMENT AND SALE

<u>ASH</u> Mr. Anol Vadiyar		<u>ASH</u> Mrs. Dashmi Gawde
<u>Thomas</u> Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	<u>Luis A.</u> Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	<u>ASH</u> Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



गोवा GOA

Sr. No. 16 Place of Vend Sub Treasury Office 062523
Date of issue 24/07/2024 Value of stamp Permon
Paper Re 25,000 (Rupees) Twenty Five
Thousand only Name of the Purchaser Dashmi
Sonu Gawde Residing at Koraga Permon Goa
Son Of —
Sig of the vender Dinca Sig of the Purchaser [Signature]



AGREEMENT FOR

DEVELOPMENT AND SALE

Mr. Antonio Adivar		Mrs. Dashmi Gawde
<u>[Signature]</u>		<u>[Signature]</u>
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



गोवा GOA

Sr. No. 16 Place of Vend Sub Treasury office 062512

Date of issue 24/02/2021 Value of stamp Pernem

Paper Rs. 25000-(Rupees) Twenty Five

Thousand only Name of the Purchaser Dashmi

Sonu Gawde Residing at Korgao Pernem-Goa

Son Of -

Sonced
Sig of the vender

ST
Sig of the Purchaser



AGREEMENT FOR

DEVELOPMENT AND SALE

Mr. Arnol Yadvir		
<u>Arnol</u>		<u>Dashmi</u>
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



गोवा GOA

Sr. No. 16 Place of Vend Sub Treasury office 062513

Date of issue 24/02/201 Value of stamp Pernem

Paper Rs 25000 (Rupees) Twenty Five

Thousand only Name of the Purchaser Dashmi

Sonu Gawade Residing at Korgao Pernem. Goa

Son Of —

Ainca


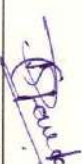
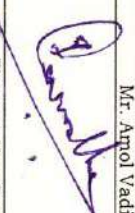


Sig of the vender

dfh

Sig of the Purchaser

AGREEMENT FOR

DEVELOPMENT AND SALE

 Mr. Anmol Vadiyar		 Mrs. Dashmi Gawde
 Mr. Thomas Alex Carvalho alias Thomas, Jerome Carvalho (for self VENDORS nos. 1, 3 and 7)	 Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	 Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



गोवा GOA

Sr. No. 16 Place of Vend Sub Treasury Office **062514**
Date of issue 24/02/2021 Value of stamp Pernem
Paper Rs. 25000 (Rupees) Twenty Five
Thousand only Name of the Purchaser Dashmi
Sone Gawade Residing at Korgao Pernem Goa
Son Of —
Sig of the vender Dineen Sig of the Purchaser PK



AGREEMENT FOR

DEVELOPMENT AND SALE

<u>PK</u> Mr. Anol Vadiyar		<u>Dineen</u> Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	<u>PK</u> Mrs. Dashmi Gawde
<u>Dineen</u> Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho (9 to 12)	<u>Luis A.</u> Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	<u>PK</u> Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)	



गोवा GOA

Sr. No. 16 Place of Vend Sub Treasury Mica **062515**
Date of Issue 24/02/2021 Value of stamp Permen
Paper Rs 25,000 (Rupees) Twenty Five
Thousands and only Name of the Purchaser Dashmi
Sonu Gawade Residing at Korgao Pernem Goa
Son Of —
Sig of the vender [Signature] Sig of the Purchaser [Signature]



AGREEMENT FOR

DEVELOPMENT AND SALE

<u>[Signature]</u> Mr. Amol Vadiyar		<u>[Signature]</u> Mrs. Dashmi Gawde
<u>[Signature]</u> Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	<u>[Signature]</u> Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	<u>[Signature]</u> Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



गोवा GOA

Sr. No. 16 Place of Vend Sub Treasury office **062525**
Date of Issue 24/02/2024 Value of stamp Pencan
Paper Re 25,000 (Rupees) Twenty five
Thousand only Name of the Purchaser Dashmi
Sony Gwade Residing at Korgao Pernem - 409
Son Of -
Sig of the vender [Signature] Sig of the Purchaser [Signature]



AGREEMENT FOR

DEVELOPMENT AND SALE

<p>PH</p>		
<p>Mr. Arnol Vadiyar</p>		
<p>Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho</p>	<p>Luis</p>	
		<p>Mrs. Dashmi Gawde</p>
		<p>Mrs. Dashmi Gawde</p>
	<p>Luis</p>	<p>Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)</p>



गोवा GOA

Sr. No. 16 Place of Vend Sub Treasury office **062524**

Date of issue 24/02/2021 Value of stamp: Pernem

Paper Re 25000 (Rupees) Twenty Five

Thousand only Name of the Purchaser Dashmi

Sony Girwade Residing at Korgao Pernem - Goa

Son Of -

Sig of the vender [Signature]

Sig of the Purchaser [Signature]



AGREEMENT FOR

DEVELOPMENT AND SALE

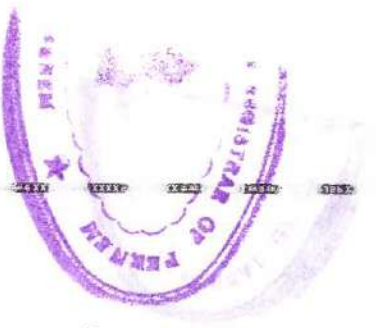
<u>[Signature]</u> Mr. Arnol Vadiyar		<u>[Signature]</u> Mrs. Dashmi Gawde
<u>[Signature]</u> Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	<u>[Signature]</u> Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	<u>[Signature]</u> Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



गोवा GOA

074866

Sr. No. 16 Place of Vend Sub Treasury office
Date of issue 24/02/2021 Value of stamp Pernem
Paper Rs 5000/- (Rupees) Five Thousand
only — Name of the Purchaser Dashmi
Sony Gawade Residing at Kongao Pernem
Son Of —
Sig of the vender [Signature] Sig of the Purchaser [Signature]



AGREEMENT FOR

DEVELOPMENT AND SALE

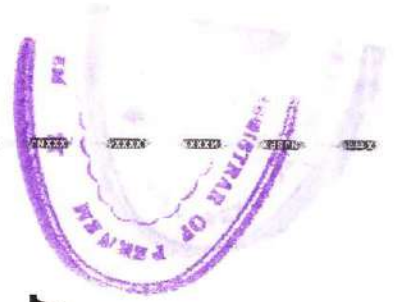
<u>[Signature]</u> Mr. Anol Vadiyar		<u>[Signature]</u> Mrs. Dashmi Gawde
<u>[Signature]</u> Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	<u>[Signature]</u> Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	<u>[Signature]</u> Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



गोवा GOA

074865

Sr. No. 16 Place of Vend Sub Treasury office
Date of issue 24/02/2024 Value of stan., Pernem
Paper Rs. 5000 (Rupees) Five Thousand
only — Name of the Purchaser Dashmi
Sonu Gavade Residing at Korqao Pernem Goa
Son Of —
Sig of the vender [Signature] Sig of the Purchaser [Signature]



AGREEMENT FOR



DEVELOPMENT AND SALE

<u>[Signature]</u> Mr. Anol Vadiyar		<u>[Signature]</u> Mrs. Dashmi Gavde
<u>[Signature]</u> Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	<u>[Signature]</u> Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	<u>[Signature]</u> Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

This Agreement for development and sale is made at Pernem Goa, on this 09th day of March 2021.

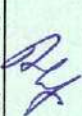
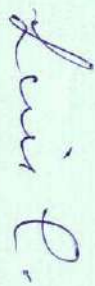



B E T W E E N

1. **MRS. ROSARIA RODRIGUES alias ROZARIA alias ROSARIA CARVALHO**, wife of late Alex J. Carvalho and daughter of late Felix Dunning Rudrtck, aged about 85 years, widow, housewife, Indian national, having PAN Card No. [REDACTED] and Adhaar Card No. [REDACTED], and resident of H. No.132/CC, F. B. Kenny House, Room No.13, Amar Prem Chowk, Worli Koliwada, Mumbai-400030

2. **MR. LUIS BASILIO CARVALHO alias LUIS ALEX CARVALHO alias LUIS A. CARVALHO**, son of late Alex J. Carvalho, aged about 56 years, married, service, holder of Pan Card No. [REDACTED] and Adhaar card No [REDACTED] and his wife

3. **MRS. BENEDITA CARVALHO alias BENEDITA L. CARVALHO**, wife of Luis Carvalho and daughter of Anthony Q. Fernandes, aged about 55 years, housewife, married, holder of Pan Card No. [REDACTED] and Card No. [REDACTED], both residents of Patrashed, Ground Floor, Calcuttawala Chawl, Near Agar Bazar, S.K. Bole Road, Dadar (West), Mumbai, 400028

4. **MR. THOMAS ALEX CARVALHO alias THOMAS JEROME CARVALHO**, son of late Alex J. Carvalho, 50 years, married, business, holding Pan Card No. [REDACTED] and Aadhar Card No. [REDACTED] and his wife [REDACTED]

		
Mr. Amol Vadiyar		Mrs. Dashmi Gavde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self AND PoA of VENDORS nos. 1, 3, 5 and 7)


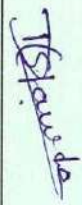

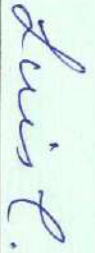

5. **MRS. ELFREGINA THOMAS CARVALHO**, wife of Mr. Thomas Alex Carvalho and daughter of Mr. Kistu Fernandes, aged about 50 years, married, housewife, Indian National, having Pan Card No. [REDACTED] and Adhaar Card no [REDACTED] and both resident of H. No.132/CC, F. B. Kenny House, Room No.13, Amar Prem Chowk, Worli Koliwada, Mumbai-400030

6. **MR. GERALD CARVALHO** alias **GERALD ALEX CARVALHO**, son of late Alex J. Carvalho, 41 years, married, service, holding PAN No. [REDACTED] AND Adhaar card no [REDACTED] and resident of 16, Calcuttawala Chawl, S.K. Bole Road, Agar Bazar, Dadar (West), Mumbai, 400028

7. **MRS. AZBA G. CARVALHO** alias **AZBA ZAHOOR BHURE**, wife of Gerald Carvalho and daughter of Zahoor Khalil Bhure, aged about 48 years, married, housewife, Indian National, having Pan Card No. [REDACTED] and Adhaar Card No [REDACTED], and residents of Flat No.301, Plot No.94-F, Alliance Nestor, Sector-14, Kopar Khairane, Navi Mumbai 400709

8. **MRS. JOAQUINA A. FERNANDES** alias **JOAQUINA ASSIS FERNANDES** alias **JOAQUINA FERNANDES**, daughter of Alex Carvalho and wife of Asis Fernandes, aged 55 years, widow, housewife, Indian National, having PAN no. [REDACTED] and Aadhar Card no. [REDACTED]

9. **MR. JOHN BOSCO A. FERNANDES** alias **JOHN BOSCO ASSIS FERNANDES** alias **JOHN BOSCO FERNANDES**, son of Assis Pascoal Fernandes, aged 27 years, unmarried, service, Indian National, having

		
Mr. Anol Vadiyar		Mrs. Dashmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho (for self VENDORS nos. 5, 8 to 12)	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)




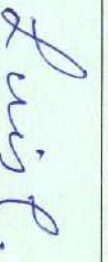

PAN no. [REDACTED] and Aadhar Card no. [REDACTED], both residing at Room No. 25, Shivsmruti CHS Compound, K. Marg, Near Convent Girls High School, Dadar (West), Mumbai-400028;

10. **MRS. ESMERALDA B. alias E SMARALDA BAPTIST MASCARENHAS alias ESMARALDA MASCARENHAS**, daughter of Alex J. Carvalho and wife of Baptist Mascarenhas, aged 62 years, housewife, Indian National, having PAN no. [REDACTED] and Aadhar Card no. [REDACTED], and her husband;

11. **MR. BAPTIST MASCARENHAS alias MATEUS GERONIMO MASCARENHS alias MATEUS BAPTIST MASCARENHAS**, son of Geronimo B. Mascarenhas, aged 70 years, retired, married, Indian National, having PAN no. [REDACTED] and Aadhar Card no. [REDACTED], both residing at Kamana CHS Society, Room No. 34, 1st Floor, Building No. 2, S. K. Bole Road, Dadar (W), Mumbai, 400028;

12. **MRS. ZEBELINA A. CARVALHO @ ZEBELINA JEICIENTO BRITTO alias JEBELINE BRITTO**, daughter of Late Alex Carvalho, aged 44 years, housewife, Indian National, having PAN no. [REDACTED] and Aadhar Card no. [REDACTED] residing at Room No. 16, Agar Bazar, Calcuttawala Chawl, Dadar, Mumbai 400028,

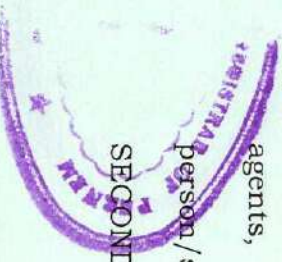
Hereinafter referred as the “VENDORS” (which terms and expression unless repugnant to the context or meaning there of shall be deemed to mean and include their heirs, legal representatives, successors, administrators, agents, executors, assigns or any other person/s legally, equitably of or otherwise claiming through them) of the FIRST PART.

			
Mr. Anol Vadiyar		Mrs. Daashmi Gawde	
			
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho (for self VENDORS nos. 5, 8 to 12)	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)	

A N D






1. **MR. AMOL VADIYAR**, son of Mr. Marutirao Vadiyar, aged about 44 years, married, business, Indian National, holder of PAN Card No. [REDACTED] and Adhaar Card No. [REDACTED], phone No. [REDACTED], email amolvadiyar@rediffmail.com and resident of Plot no. 9, RSN 1505/2, Behind new Palace, Mala, Kolhapur, Maharashtra.
2. **MRS. DASHMI GAWDE**, wife of Mr. Sonu K. Gawde and daughter of Mr. Bhagwan Apa Gad, aged about 35 years, married, housewife, Pan Card bearing No [REDACTED] Adhar Card No. [REDACTED], and resident of H.No.456, Gawdewada Corgao Pernem Goa.

Hereinafter referred to as the "PURCHASERS/ DEVELOPERS"; (which term and expression unless repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, legal representatives, agents, administrators, executors, successor, assigns or any other person/s legally equitably of or otherwise claiming through them) of the



SECOND PART,

THE "VENDOR" Nos. 1, 3, 4, 5, 7 to 12 are represented in this deed by a valid Power of attorney duly executed before the Notary authority and the "VENDOR" nos. 4 and 6 as the acceptor of the Power of attorney authenticates that the Power of Attorneys are valid in all the respect and the same are not revoked, cancelled or recalled by any of the party.

			
Mr. Amol Vadiyar		Mrs. Dashmi Gawde	
			
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho (for self VENDORS nos. 5, 8 to 12)	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)	

THE "VENDOR" NO.1, Mrs. Rosaria Rodrigues @ Rozaria @ Rosaria Carvalho, is represented herein by the constituted Power of Attorney holder the "VENDOR" No.6 hereinabove mentioned, by virtue of a Special Power of Attorney dated 26/02/2021 duly registered at Sr.No.63008 on 26/02/2021 executed before Notary Public Mr. B. R. Dube off. At Worli Mumbai Notary Reg. No.97.

THE "VENDOR" NO.3, Mrs. Benedita Carvalho Alias Benedita L. Carvalho, is represented herein by the constituted Power of Attorney holder the "VENDOR" No.6 hereinabove mentioned, by virtue of a Special Power of Attorney dated 26/02/2021 duly registered at Sr.No.63010 on 26/02/2021 executed before Notary Public Mr. B. R. Dube off. At Worli Mumbai Notary Reg. No.97.

THE "VENDOR" NO. 7, Mrs. Azba G. Carvalho Alias Azba Zahoor Bhure is represented herein by the constituted Power of Attorney holder the "VENDOR" No.6 hereinabove mentioned, by virtue of a Special Power of Attorney dated 26/02/2021 duly registered at Sr.No.63012 on 26/02/2021 executed before Notary Public Mr. B. R. Dube off. at Worli Mumbai Notary Reg. No.97.

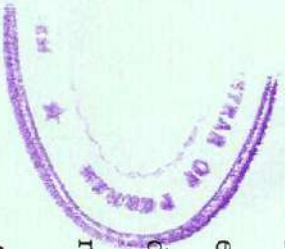
THE "VENDOR" No. 5, Mrs. Elfregina Thomas Carvalho, "VENDOR" No. 7 Mrs. Azba G. Carvalho Alias Azba Zahoor Bhure, "VENDOR" No. 8 Mrs. Joaquina A. Fernandes Alias Joaquina Assis Fernandes Alias Joaquina Fernandes, "VENDOR" No. 9 Mr. John Bosco A. Fernandes Alias John Bosco Assis Fernandes Alias John Bosco Fernandes, "VENDOR" No. 10



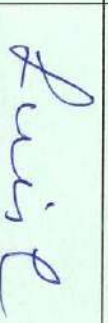
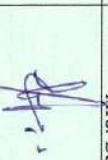
Mr. Anol Vadiyar		Mrs. Dashmi Gawde
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho (for self VENDORS nos. 5, 8 to 12)	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

Mrs. Esmeralda B. Alias E Smaralda Baptist Mascarenhas Alias Esmeralda Mascarenhas, "VENDOR" No. 11 Mr. Baptist Mascarenhas Alias Mateus Geroimo Mascarenhs Alias Mateus Baptist Mascarenhas, And "VENDOR" No. 12, Mrs Zebelina A. Carvalho alias Zebelina Jeicento Britto Alias Jebeline Britto, is represented herein by the constituted Power of Attorney holder the "VENDOR" No.4 hereinabove mentioned, by virtue of a Special Power of Attorney dated 26/02/2021 duly registered at Sr.No. 1533 on 08/06/2017 executed before Notary Public Mr. M. A. Gautam off. At Worli Mumbai.

WHEREAS the there exist an immovable property surveyed under Survey No. 108, Sub-division no.1, admeasuring a total area of 9225 sq. mtrs, situated at Mainwada, Corgao, within the limits of the Village Panchayat of Corgao, Pernem Taluka, District of Pernem, North Goa, State of Goa, neither described and registered in the Land Registration office not found enrolled in the Matriz records of Pernem which is more particularly described in **Schedule-1** and which for sake of convenience hereinafter be referred to as the '**SAID PROPERTY**'.

AND WHEREAS the 'SAID PROPERTY' originally belonged and owned Ales Jeron Carvalo alias Alex Jeron Carvalo alias Alesh Carval alias Alex Joron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho, who was the Husband/ Father/ Father in law of the "VENDORS" above name.



		
Mr. Anol Vadiyar		Mrs. Dashmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho (for self VENDORS nos. 5, 8 to 12)	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)






AND WHEREAS the name of Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Joron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho name is duly recorded in Form IX of the 'SAID PROPERTY' at serial no. 109, and the entry has been recorded and registered in year 06/01/1971.

AND WHEREAS the name of said Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Joron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho is also found inscribed in Form III, which is the Index of Land, Form IV and Form I and XIV for the Village Corgao, Pernem Goa, pertaining to the SAID PROPERTY, which further substantiate the ownership and possessory right of the Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Joron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho in and over the 'SAID PROPERTY'.

AND WHEREAS the said Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Joron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho, was married to Mrs. Rosaria Rodrigues alias Rozaria alias Rosaria Corvalho who is the present "VENDOR" no. 1 to this deed.

AND WHEREAS further the said Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Joron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho expired on 28/04/1994 leaving behind his wife as the half sharer and moiety holder



 Mr. Anol Vadiyar		 Mrs. Dashedmi Gawde
 Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho (for self VENDORS nos. 5, 8 to 12)	 Mr. Luis Bastilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	 Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

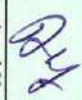
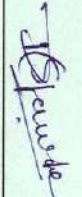



being the VENDOR no. 1 and his children as the “VENDORS” nos. 2, 4, 6, 8, 10 and 12 as his sole and universal heirs.

AND WHEREAS under the regime of total communion of assets prevailing in the state of Goa, the assets are succeeded by wife and children equally.

AND WHEREAS upon the death of late Ales Jeron Carvalo alias Alex Jeron Carvalo alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho, a Deed of Succession was executed before the Office of Civil Registrar cum Sub Registrar and Notary Ex Officio at Pernem Goa, in the Notary Book of Deed bearing no. 14, at pages 2 to 3 dated on 06/08/2009 and the same was also published in the Official Gazette, Series III no. 21 on 20/08/2009, where in was declared that the VENDOR nos. 2, 4, 6, 8, 10, and 12 as the sole and universal heirs of the late Ales Jeron Carvalo alias Alex Jeron Carvalo alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho.

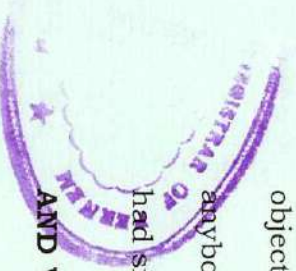
AND WHEREAS the name of the VENDORS Nos. 1, 2, 4 and 6 are found duly registered in the form I and XIV of the SAID PROPERTY, under mutation no. 18305 on the basis of the Deed of Succession.

AND WHEREAS the VENDORS represents that on the basis of above representation the VENDORS are the sole owners of the ‘SAID PROPERTY’ and the title to the SAID PROPERTY is clear, marketable and without any interface or encumbrance from any person/s or authority.


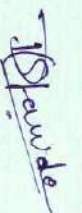

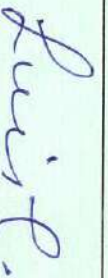

		
Mr. Anmol Vadiyar		Mrs. Dushmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho (for self VENDORS nos. 5, 8 to 12)	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

AND WHEREAS the “VENDORS” agrees that they have sold the part of the of the ‘SAID PROPERTY’ admeasuring an area of 4000 Sq mts. to a third party vide a Deed of sale, and today the VENDORS enters into the agreement for the remaining portion of the ‘SAID PROPERTY’ admeasuring 5225 Sq. mtrs which is subject matter of present Deed and which is more particularly described in **Schedule-II** and which for sake of convenience hereinafter referred as ‘**SAID PLOT**’.

AND WHEREAS the “VENDORS” having thus derived their title to the ‘SAID PROPERTY’ and the ‘SAID PLOT’ in the manner as aforesaid, and are presently the absolute owner in possession of the same and have been in quiet and peaceful possession and ownership thereof and have continued to be in its quiet and peaceful enjoyment, performing various possessory acts, as the rightful owner thereof, without any opposition, objection, obstruction, interference, interruption, let or hindrance from anybody whomsoever, and before them their said predecessors in title had similarly been in such ownership and possession of the ‘SAID PLOT’.



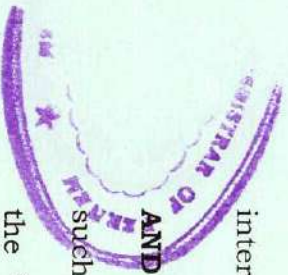
AND WHEREAS the “VENDORS” are willing and are desirous to develop the ‘SAID PLOT’ and have approached the PURCHASERS/ DEVELOPERS” with an offer that the “PURCHASERS/ DEVELOPERS” to construct a building/ buildings/ complex/s, project in the ‘SAID PLOT’, wherein premises will be available for residential cum commercial use with necessary infrastructure out of which a constructed build up area, shall be allotted to the “VENDOR” and all the remaining built up area

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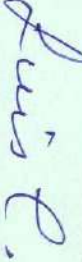

together with the 'SAID PLOT' shall belong to the "PURCHASERS/ DEVELOPERS", who shall be entitled to retain or disposed such constructed areas/units to any person/s of the choice of the "PURCHASERS/ DEVELOPERS".

AND WHEREAS the "VENDORS" represents to the "PURCHASERS/ DEVELOPERS" that the "VENDORS" now has good right to the said property and are absolute owners in possession of the 'SAID PLOT', and further represented that there are no other person/s to claim the right in the 'SAID PLOT'.

AND WHEREAS the "VENDORS" represented the "PURCHASERS/ DEVELOPERS" that the "VENDORS" has right to the 'SAID PLOT' and are the exclusive owners in possession of the 'SAID PLOT', and further represented that there are no other person/s to claim the right and interest in the 'SAID PLOT'.

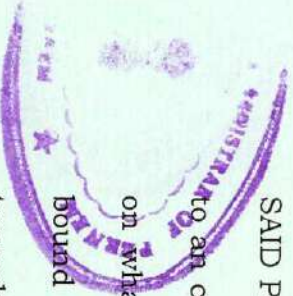







AND WHEREAS the "PURCHASERS/ DEVELOPERS" being engaged in such construction and development activities, hence accepted the offer of the "VENDORS" under such mutually settled terms and conditions, which are set out herein below and has proposed a Building Scheme for constructing building/ buildings/ Complex/s in the 'SAID PLOT' for residential and commercial purposes at the cost and expense of prospective Acquirers of the built up premises of such a building and thereupon disposing the constructed build up premise either wholly or in part in favour of an entity constituted by all such acquirers of built up

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premises in the buildings which may include individuals, a Co-operative Society or a Private Limited Company and/or disposing such proportionate undivided and impartibly rights, title, interest and share as corresponding to the respective built up premises of the building so constructed in the 'SAID PLOT' in favour of the respective prospective acquirers, on what is known as "ownership basis".

AND WHEREAS the "PURCHASERS/ DEVELOPERS" has offered and satisfy the "VENDORS", by developing the "SAID PLOT" and compensating in allotting the "VENDORS" their share, right, title, interest in the 'SAID PLOT' by way of constructing a multi storied building contraction with 20 (Twenty) flats of 1 BHK having a carpet area of 30 sq. mtrs. each, (30 sq. mtrs, x 20 rooms) having total carpet area of 600 sq. mtrs. being the area corresponding to the market value of the SAID PLOT'. That all the above Flats construction shall totally contribute to an carpet area 600 sq. mtrs, that shall be allotted to the "VENDORS" on what is known as ownership basis without the "VENDORS" being bound to pay any sum of money to the "PURCHASER/DEVELOPER", towards any cost of construction the 'SAID PLOT' or cost of the amenities provided in the above constructed premise in the 'SAID PLOT', all the above constructed area shall herein after be referred as the **'CONSTRUCTED BUILD UP AREA'** more specifically described and shown in the **Schedule-III** herein written.






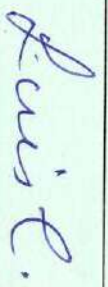

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AND WHEREAS in consideration of the 'CONSTRUCTION BUILD UP AREA' agree to be transferred to the "VENDORS", granted to the "PURCHASERS/ DEVELOPERS" the necessary development rights, in order to develop the 'SAID PLOT' and the "VENDORS" have agreed subsequently to convey their 'SAID PLOT' by sale or otherwise in favour of the "PURCHASERS/ DEVELOPERS" or their nominee/s which may include a Co-operative Society or a Limited Company or Association, as the case may be; or conveying such proportionate undivided right, title, interest and share in the 'SAID PLOT' as may correspond to the respective build up premises of the building so constructed in the 'SAID PLOT' under such a Building Scheme, in favour of the prospective acquirers/ purchasers of the built up premises as may be directed by the "PURCHASERS/ DEVELOPERS", in favour of the "PURCHASERS/ DEVELOPERS" and/or in favour of its nominee/s or the prospective Acquirers of built up premises as aforesaid, for the consideration.



AND WHEREAS all the 'CONSTRUCTED BUILD UP AREA' shall be fully constructed and completed in all respects and in a fit and habitable condition shall be delivered by the "PURCHASERS/ DEVELOPERS" to the "VENDORS" within a period of 38 months from the date of building permission/ commencement of construction work.

AND WHEREAS the '**SPECIFICATIONS**' in detail pertaining to the type of construction in and amenities to be provided, in respect of the 'CONSTRUCTED BUILD UP AREA' to be delivered to the "VENDORS" as

		
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set out above more specifically described and shown in the **SCHEDULE-IV** herein written.

AND WHEREAS the “VENDORS” herein agrees that they shall not have any right or interest over the other building/buildings/complex in the ‘SAID PLOT’ other than the ‘CONSTRUCTED BUILD UP AREA’ in terms of the adjustment consideration and the “PURCHASERS/ DEVELOPERS” shall be free to dispose the remaining build up structure and building complexes in the manner the “PUCHASERS/ DEVELOPER” thinks fit and necessary, to any other person/s.

AND WHEREAS the “VENDORS” and the “PURCHASERS/ DEVELOPERS” hereto have decided to reduce the terms of the present AGREEMENT FOR DEVELOPMENT AND SALE into writing as under:-






NOW THIS AGREEMENT FOR DEVELOPMENT AND SALE WITNESSES

AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS

FOLLOWS:



I **THAT** in consideration of this agreement the “VENDORS”, have permitted the “PURCHASERS/ DEVELOPERS” to develop the entire ‘SAID PLOT’, more specifically described in the schedule-II, and out of the price consideration herein fixed above, the “PURCHASERS/DEVELOPERS” shall construct satisfy or compensate the “VENDORS”, by allotting and delivering the ‘CONSTRUCTED BUILD UP AREA’, more specifically described in the schedule-III, without being bound to pay any sum of




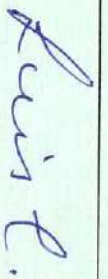

 Mr. Anmol Vadiyar		 Mrs. Dashmi Gawde	
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money towards any cost of construction to the “PURCHASERS/DEVELOPERS”.

2. AND THAT the “VENDORS” agreeing to as and when required by the “PURCHASERS/DEVELOPERS” and under its instructions, convey the ‘SAID PLOT’ either wholly or in part in favour of such entity that may be constituted and as may be directed by the “PURCHASERS/DEVELOPERS”, in favour of the “PURCHASERS/DEVELOPERS” and/or in favour of its nominee or nominees or the prospective Acquirers/purchasers of built up premises.

3. AND THAT the “PURCHASERS/DEVELOPERS” shall be irrevocably entitle to retain all the remaining balance of the super built-up area and the additional and or increased FAR except the ‘CONSTRUCTED BUILD UP AREA’ agreed to be given to the “VENDORS” and in respect of such super built-up area, the “PURCHASERS/DEVELOPERS” shall be free to deal with the same and in this regard the “VENDORS” shall be entitled to enter in to firm commitments or agreements with its customers to dispose any of the premises contained in the said balance built-up area to any person/s of the choice of the “PURCHASERS/DEVELOPERS” for such consideration as may be fixed by the “PURCHASERS/DEVELOPERS” at their own discretion and for appropriate consideration received from such customers.



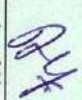


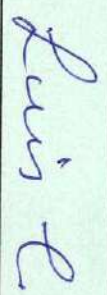

 Mr. Anil Vadiyar		 Mrs. Dashmi Gawde	
			
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho (for self VENDORS nos. 5, 8 to 12)	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)	

4. AND THAT “VENDORS” have handed over today to the “PURCHASER/DEVELOPER” the possession of the ‘SAID PLOT’, for the purpose of development and construction of building/buildings/ complex/s in the ‘SAID PLOT’.

5. AND THAT the “PURCHASERS/DEVELOPERS” has assured the “VENDORS”, that the building/buildings/ complex/s and whatever development and construction that may be put up by them shall be at their own cost and expense and as per the plans that shall be get sanctioned when necessary from the Village Panchayat and other concerned authorities including the North Goa Planning and Development Authority, Town and Country Planning Department or the Competent Planning and Development Authority.

6. AND THAT that the “VENDORS” hereby grant permission to the “PURCHASERS/DEVELOPERS” to develop the ‘SAID PLOT’ and to obtain all other necessary No Objection Certificates, permissions and sanctions and extensions, etc. and permissions for carrying out the Development works, including the construction licence, for the purpose of the said development of the ‘SAID PLOT’




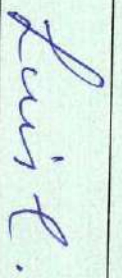

7. AND THAT the “VENDORS” shall today on the date of execution of the present AGREEMENT FOR DEVELOPMENT AND SALE, shall also execute a Irrevocable General Power of Attorney in favour the “PURCHASER/ DEVELOPERS” and/or his nominee or nominees, or any other person/s authorized by the “PURCHASERS/DEVELOPERS” as

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their competent Attorney, authorizing them on behalf of the "VENDORS", in respect of the 'SAID PLOT' granting various powers contemplated in this Agreement and/or proper and effective performance of rights and obligations contained in this Agreement and for its development and sale of the 'SAID PLOT' and at the cost and expense of the "PURCHASERS/DEVELOPERS" to perform all lawful acts, deeds, matters and things pertaining to the development of the 'SAID PLOT' and for the purpose to approach the authorities concerned for availing of the required permissions/sanctions/ licences and to sign all letters, applications, agreements, documents, affidavits and such other papers containing true facts and correct particulars as may from time to time be required in this behalf .

8. AND THAT the "PURCHASERS/DEVELOPERS" shall construct and complete the construction and 'CONSTRUCTED BUILD UP AREA' to be handed over to the "VENDORS" within a period of 38 months from the date of approval of the final No Objection Certificate for the entire construction in the 'SAID PLOT' any period of time taken for the purpose of perfecting the title of the 'SAID PLOT' be excluded from the 38 month stipulated herein above.

9. AND THAT the "PURCHASERS/DEVELOPERS" may carry out the said development in the 'SAID PLOT' either by itself or through contractors/ Sub-Contractors of their choice but the responsibility thereto shall at all time and in all circumstances be that of the "DEVELOPER/




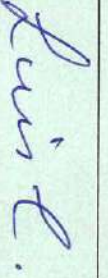

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PURCHASERS" to complete the construction in the 'SAID PLOT' within stipulated time.

10. AND THAT the "VENDORS", admits that for the purpose of construction and development in the 'SAID PLOT' the "DEVELOPER/ PURCHASERS" need to apply for necessary approvals/ permission/ agreements/ NOC and construction plan and license by using the available FAR, with different government authorities and departments and for this purpose and hence the schedule of handing over the "CONSTRUCTED BUILD UP AREA' shall be calculated after the final No Objection Certificate for construction is issued by the concern government authorities in respect in the 'SAID PLOT' to the "DEVELOPER/PURCHASER'.

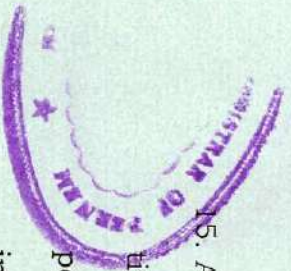
11. AND THAT the VENDORS shall indemnify the PURCHASER against all and every person or persons claiming and demanding any right, title or interest in the "SAID PLOT" or any part thereof through the VENDORS or any other person or persons as the co-owners along with the VENDORS.

12. AND THAT further in the event of encroachment or interference by the third party or any person/s of the adjacent properties or any other encumbrance pertaining to the 'SAID PLOT' or any person claiming to have share in the 'SAID PLOT' during the subsistence of this agreement, the "VENDORS" undertake to clear any such defect or interference at their own cost.

			
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Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)	

13. AND THAT in case at any time hereafter it is found that any other person or party was a necessary party to the present sale to perfect and validate the same, the VENDORS shall at their own costs and expenses get all such deeds or documents executed by such party in the manner as required by the PURCHASER in order to perfect the title of the PURCHASER.

14. AND THAT in case any of the representations made by the VENDORS and herein set out are found to be incorrect in any manner, of the title of the VENDORS is found to be defective or imperfect in any respect and if the PURCHASER suffer any inconveniences or losses as a result thereof the VENDORS shall indemnify and agree and undertake to indemnify and compensate the PURCHASER for all such losses, damages and liabilities whatsoever which the PURCHASER may suffer or incur at anytime hereafter.



15. AND THAT further that in case at any time hereafter it is found that the title of the VENDORS are defective or that there are any other person or persons entitled to any right, shares or interest in the said flat thereof, or in case any representations on the part of the VENDORS are found to be incorrect in any manner, or any litigation challenging the title of the VENDORS to the said property or the "SAID PLOT" or any part thereof arise, the PURCHASER shall have the absolute option to call upon the VENDORS to refund to the PURCHASER at any time hereafter the amounts utilized by the PURCHASER to the VENDOR hereunder together

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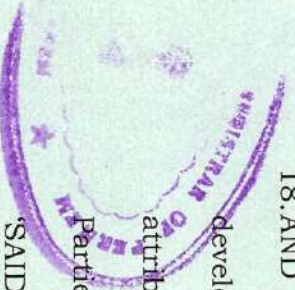
with interest as per banking rate thereon and further the compensation for the losses, inconvenience or damages suffered by the PURCHASER as a result thereof and the VENDORS agree and undertakes to pay such amounts to the PURCHASER.


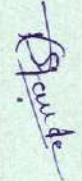

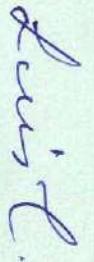
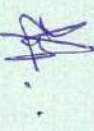
16. THAT in case of any defect in the title of the VENDORS, the PURCHASER is deprived of the "SAID PLOT" or any parts thereof, the VENDORS undertake to clear the title in all respects.

17. AND THAT as soon as the necessary permissions and licenses from the concerned authorities and departments for construction and development in the 'SAID PLOT' is approved and obtained by the "DEVELOPER/ PURCHASERS", they will commence the construction work for the proposed development in the 'SAID PLOT'.

18. AND THAT in case the scheme of construction of the building in the developable area of the 'SAID PLOT' is delayed due to any fault attributable to the "VENDORS" or to the relations created with Third Parties or arising out of any defect in the title over the ownership of the 'SAID PLOT', then the dates fixed for delivery of the 'CONSTRUCTED BUILD UP AREA' shall be extended by such time of delay which may actually occur on account of such litigation or obstruction.

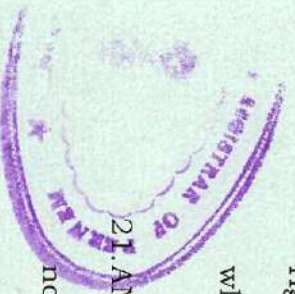
19. AND THAT the "PURCHASERS/DEVELOPERS" shall not incurred any liability if unable to deliver of 'CONSTRUCTED BUILD UP AREA', or if the completion of the construction work is delayed by reasons of non






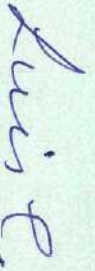

		
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availability of construction material, water, light, civil commotion, risk or at act of god, order, notification of government competing authority or any reason beyond the control of the "PURCHASERS/ DEVELOPERS" and the "PURCHASERS/DEVELOPERS" shall be entitled for extension reasonable additional of time for delivery of the 'CONSTRUCTED BUILD UP AREA',

20. AND THAT the "VENDORS" represented to the "PURCHASERS/ DEVELOPERS" that the 'SAID PLOT' which is the subject matter of the present AGREEMENT FOR DEVELOPMENT AND SALE is not encumbered and that there are no charges, attachments, previous agreements, mortgages, contractual agreements, contracts, collaterals, demands, liens, injunctions, executive demands, etc., presently subsisting against the 'SAID PLOT' and hence they possesses absolute right, title and interest in the 'SAID PLOT' and therefore can deal in whatsoever manner they deem fit and proper.



21. AND THAT the "VENDORS" further declare and confirm that they have not entered into any prior Agreements, Agreement of Sale, Lease, License, or any other arrangements or agreements whatsoever with any other person/s heretofore, in respect of the 'SAID PROPERTY' thereof nor have they done or committed any acts or deeds by virtue whereof they are in any manner precluded from entering into the present transactions with the "PURCHASERS/DEVELOPERS" and further that there are no subsisting prior agreement/s whatsoever, and in case this assurance is

		
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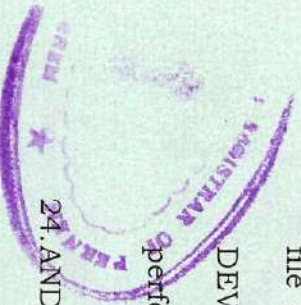
found to be incorrect or false in any manner and if any liability for any compensation damages or otherwise howsoever arises thereby at any time, the "VENDORS" shall bear the entire such liability and indemnify the "PURCHASERS/ DEVELOPERS" there from and further also compensate the "PURCHASERS/DEVELOPERS" for all or any losses whatsoever that may be suffered or incurred by the "PURCHASERS/DEVELOPERS".




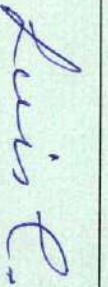
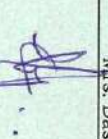
22.AND THAT the "PURCHASERS/DEVELOPERS" shall have first charge over the 'SAID PLOT' as well as over the 'CONSTRUCTED BUILD UP AREA', toward all the expenditure or loss incurred by "PURCHASER/ DEVELOPERS" due to clearing any defect in title or discrepancy in boundaries or for any reasons or defect on the 'SAID PLOT'.

23.AND THAT the "VENDORS" shall be liable to execute any document or file any litigation or proceeding as requested by the "PURCHASERS/ DEVELOPERS" to perfect the title or clear the documentation request for perfecting the title at the VENDORS cost.

24.AND THAT the "PURCHASERS/DEVELOPERS" shall administer requisitions to the "VENDORS" as and when required from the date of receipt of such original documents and title deeds as may be required which shall be supplied promptly by the "VENDORS".





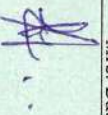
25.AND THAT the "VENDORS" shall make out free and marketable title to the 'SAID PLOT' free from all reasonable doubts and encumbrances. The



<div> <div>  </div> <div>Mr. Anmol Vadiyar</div> </div>		<div> <div>  </div> <div>Mrs. Dashedni Gawde</div> </div>
<div> <div>  </div> <div>Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho</div> </div>	<div> <div>  </div> <div>Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho</div> </div>	<div> <div>  </div> <div>Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)</div> </div>

“VENDORS” shall also furnish copies of all title deeds and documentation of the ‘SAID PROPERTY and the SAID PLOT’ to the “PURCHASERS/DEVELOPERS” as proof of free and marketable title to the ‘SAID PLOT’ as per the requirement of the “PURCHASERS/DEVELOPERS”.


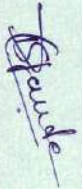

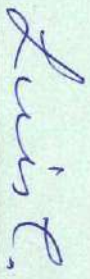

26. AND THAT the “PURCHASERS/DEVELOPERS” are entitled to form or constitute a Co-operative Society or ordinary Society or other entity, for the management of the building/buildings/complex or ‘CONSTRUCTED BUILD UP AREA’ for maintenance of the buildup premises and the infrastructure in the ‘SAID PLOT’, such as landscape garden etc. in which case the “VENDORS” shall fully co-operate with the “PURCHASERS/ DEVELOPERS” and other persons acquiring various premises from the share of the “PURCHASERS/DEVELOPERS”, to form and get registered such Society or entity, including participation in various resolutions, application forms, affidavits, undertakings, etc. The “VENDORS” by themselves and/or through their nominees shall also be liable to bear proportionate share of all expenditure relating to such Society or entity, including registration fees, professional fees, etc. and shall also contribute the maintenance charges/ corpus/society charges etc as may be fixed by such Society or entity at the time of taking over the possession of their built up areas/residential premises. The “VENDORS” by themselves and/or through their nominees shall also be liable to become members of the Society or entity by making

 Mr. Amol Vadiyar		 Mrs. Dashedmi Gawde
 Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	 Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	 Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

proportionate contribution in buying the shares of the said Society or entity.

27. AND THAT the "PURCHASERS/DEVELOPERS" and/or his said nominee/s shall be entitled to a proper conveyance and all other documents of title relating to the 'SAID PLOT' and the "VENDORS" and all other necessary Parties shall make and execute a proper Deed of conveyance and all other necessary documents and papers to complete the title agreed to be conveyed in respect of the 'SAID PLOT' and / or in respect of the proportionate undivided right, title, interest and share in the 'SAID PLOT' and such conveyance shall be in favour of the "PURCHASERS/DEVELOPERS" or its nominee/s including a Co-operative Housing Society, a Limited Company or Association or in favour of the prospective acquirers of built up premises in the building that is proposed to be constructed in the 'SAID PLOT'.




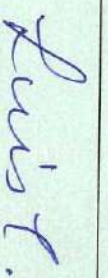

28. AND THAT the "PURCHASERS/DEVELOPERS" shall also be entitled on its own account to agree to allot on ownership basis, the built up premises in the building or structure to be constructed on the 'SAID PLOT' to the prospective Acquirers/purchasers and to call upon the "VENDORS" to convey the proportionate undivided right, title, interest and share in the 'SAID PLOT' as corresponding to the said built up premises and for that purpose to enter into on its own behalf, risk and responsibility, Agreements or letters of allotment or such other writings or documents in its own name subject to the Clauses of the

		
Mr. Anand Vadiyar		Mrs. Deshmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

present Agreement. It is specifically agreed that No Obligation of any nature whatsoever of the "PURCHASERS/DEVELOPERS" shall be incurred by the "VENDORS" quo the prospective Acquirers of built up premises arranged by the "DEVELOPER/ PURCHASERS" and it shall be the obligation of the "PURCHASERS/DEVELOPERS" alone to comply with and carry out Agreements or letters of allotment, writings and documents with the respective person/persons.

29. AND THAT it is also agreed that the "PURCHASERS/ DEVELOPERS" shall be entitled to receive and retain with them all the money/considerations from the persons for whom the said build up area are constructed and to whom the same are allotted, as the case may be, in the said building/buildings/complex/s proposed to be constructed by the said "PURCHASERS/DEVELOPERS" on the 'SAID PLOT' and to appropriate the same in such manner as the said "PURCHASERS/DEVELOPERS" may deem fit. All the money/consideration which shall be received by the "PURCHASERS/DEVELOPERS" from such persons shall belong to the "PURCHASERS/DEVELOPERS" and will be received by them on their own account. The "VENDORS" shall also not be liable or responsible to any such persons so far as the said money/considerations are concerned either for refund thereof or for any mis-application or non-application thereof or part thereof;

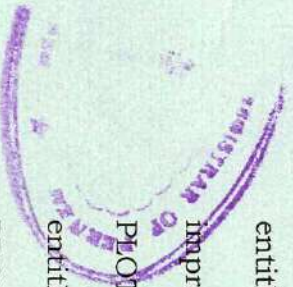
30. AND THAT it is specifically stipulated herein that the "VENDORS" on their part shall not at any time during the pendency of this AGREEMENT




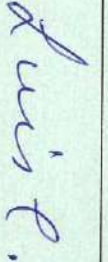
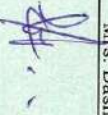
		
Mr. Anol Vadiyar		Mrs. Dashmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

FOR DEVELOPMENT AND SALE, correspond or have any dealings with any Third Parties.

31. AND THAT the "VENDORS" have represented to the "PURCHASERS/ DEVELOPERS" that the "VENDORS" or anyone on their behalf have not received any notice for acquisition or requisition of the 'SAID PLOT' or part or portion thereof, not the 'SAID PLOT' is subject to any notice or scheme or notification or proceedings under Land Acquisition Act or Requisition, Administration of Evacue or enemy Properties Act, or any other claims, demands, charges, penalties by any statutory authority.

32. AND THAT if during the course of the development, any notice in respect of any acquisition or requisition is issued or served upon the "VENDORS" or if it is found that the 'SAID PLOT' or any part thereof are reserved for any public purpose, the "DEVELOPER/ PURCHASERS" shall have the option of canceling this Agreement and shall be entitled to the value of the compensation awarded towards the improvements made by the "PURCHASERS/DEVELOPERS" in the 'SAID PLOT' in the course of the development and the "VENDORS" shall be entitled to the compensation awarded towards the value of the land, PROVIDED ALWAYS that if the "VENDORS" have concealed the fact of any notice having been issued under any of the Acts as aforesaid, the "DEVELOPER/PURCHASERS" or the new Society or association or Company, as the case may be, shall be entitled to all the costs, charges and expenses incurred by them.



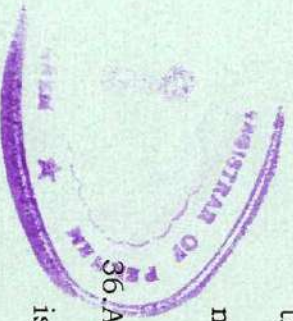
 Mr. Anmol Vadiyar		 Mrs. Dastimi Gawde	
 Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho		 Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	
		 Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)	


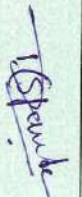

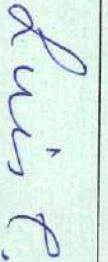
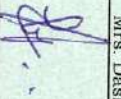
33. AND THAT the "PURCHASERS/DEVELOPERS" shall obtain in his own name or in the name of the "VENDORS" the conversion sanad in respect of the 'SAID PROPERTY' at his own cost.

34. AND THAT the "PURCHASER/DEVELOPERS" upon receipt of requisite occupancy certificate for the 'CONSTRUCTED BUILD UP AREA' shall intimate the "VENDORS" and the "VENDORS" after inspecting the 'CONSTRUCTED BUILD UP AREA' shall take possession of the same within 15 days.

35. AND THAT after notice of intimation to the "VENDORS" as stated above the said "VENDORS" fail to take possession of the 'CONSTRUCTED BUILD UP AREA', it will be deed fit to have completed the 'CONSTRUCTED BUILD UP AREA' in accordance with the agreement and the "PURCHASERS/DEVELOPERS" shall be not responsible in any manner if "VENDORS" delay in taking the possession.

36. AND THAT after the possession of the 'CONSTRUCTED BUILD UP AREA' is handed over to the "VENDORS" if any additions and/or alterations on or relating to CONSTRUCTED BUILD UP AREA' are thereafter required to be carried out by the 'Government, Panchayat or any statutory authority, the same shall be carried out by cost of the "VENDORS".

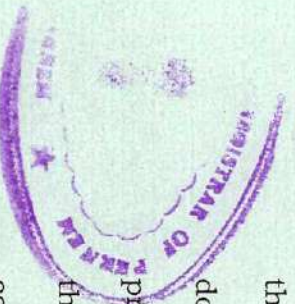


			
Mr. Anol Vadiyar		Mrs. Dushmi Gawde	
			
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho		Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	
			
		Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)	


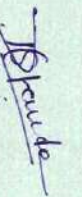

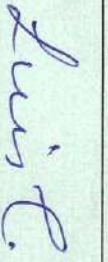
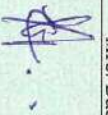
37. AND THAT the "VENDORS" shall at the request of the "PURCHASERS/DEVELOPERS" or any of its representatives, sign, execute, verify, all such applications, as may be necessary, including petitions, drawings, letters, plans, prescribed forms which may in the opinion of the "PURCHASERS/DEVELOPERS" be necessary for the purpose of giving effect to this Agreement.

38. AND THAT the save and except in respect of the 'CONSTRUCTED BUILD UP AREA' to be allotted to the "VENDORS", the "VENDORS" shall have no claim whatsoever on any part or which will remain the properties of the proposed Limited Company or Co-operative Society or Association as the case may be over the 'SAID PLOT'.

39. AND THAT all costs, charges and expenses in connection with the formation of the Co-operative Society or Limited Company or Association as well as the costs of preparing, engrossing, stamping and registering all the agreements, conveyances, transfers and approving all such documents shall be borne by the Society or Limited Company or proportionately by all the Acquirers / Holders of the built up premises in the said building. The "DEVELOPER/ PURCHASERS" shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the said "VENDORS" shall be paid by them immediately.



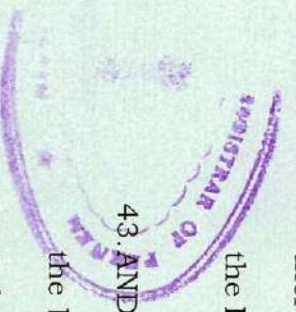
40. AND THAT the "VENDORS" specifically agrees and give their consent/NOC to any bank or financial institution, for the

		
Mr. Anmol Vadiyar		Mrs. Dashmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho CND NO. 5 0 1 1 1 1	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)




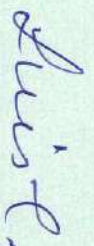

“PURCHASERS/ DEVELOPERS” or their nominees to secure loan from any bank or financial institution on the ‘SAID PLOT’ or any part thereof or over the built up area by mortgaging the ‘SAID PLOT’ and without making the “VENDORS” liable for the same.

41.AND THAT the both the Parties hereto agree that the compliance of the terms of this Agreement shall be subject to unforeseen events beyond the control of the “DEVELOPER/PURCHASERS” including Force Majeur.

42.AND THAT “VENDORS” have further represented no attachment or notice/s from the Central or State Government or any other local body or authority under any Act, or Scheme or Legislative Enactment, Government Ordinance, Order or Notification including Notice/ Proceedings for Acquisition/Requisition had/has been received by/or served upon the “VENDORS” and that the ‘SAID PLOT’ or any part thereof, is not subject to any attachment or recovery proceedings under the Income Tax Act, or any other act or statute, law or regulation.



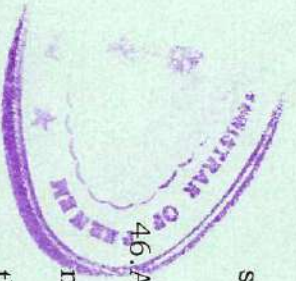
43.AND THAT the “PURCHASERS/DEVELOPERS” may construct and allot the built up premises or amenities in the constructed building proposed to be constructed in the ‘SAID PLOT’ in accordance with this Agreement, (other than the ‘CONSTRUCTED BUILD UP AREA’ that is agreed to be allotted to the “VENDORS” described in the schedule II) to any prospective Acquirers and for that purpose to enter into Agreements in its own name and for its own account. The “VENDORS” shall incur no

		
Mr. Anrol Vadiyar		Mrs. Dashmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho -12 VENDORS nos. 1, 3 and 7)	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)


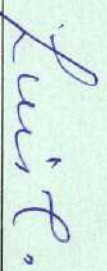

obligation on account, vis-à-vis the Acquirers of the premises of any nature whatever.

44. AND THAT the “DEVELOPER/ PURCHASERS” shall be entitle to raise boards/sign board on the site and give publicity in any other manner to the development undertaken in the ‘SAID PLOT’ and further to advertise the proposed building Scheme for the development of the ‘SAID PLOT’.

45. AND THAT during the subsistence of this AGREEMENT FOR DEVELOPMENT AND SALE, the “VENDOR”S” undertakes not do any act, deed, matter or thing which shall constitute a breach of the terms and conditions herein or of the Agreement or of the approvals/permissions granted by the Village Panchayat, NGPDA, and/or the Planning and Development Authority or other Planning Authorities or any Governmental or statutory Authority or of the Society in respect of the said development.



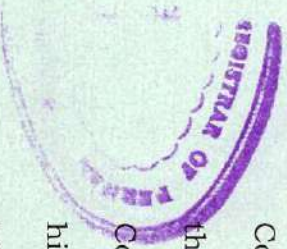
46. AND THAT the “VENDORS” shall not be responsible for any contract made or to be made by the “PURCHASERS/DEVELOPERS” with any third party for the supply of materials, labour or for any other purpose, nor shall the “VENDORS” be responsible for any contract, the “PURCHASERS/DEVELOPERS” may have with any prospective Acquirers of built up premises, as all such contracts shall be at the entire risk and responsibility of the “PURCHASERS/DEVELOPERS” and the obligation of the “VENDORS” shall be limited to transfer the proportionate undivided




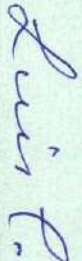
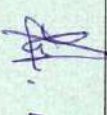
Mr. Amol Vadiyar		Mrs. Dashmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

right, title, interest and share over the land to such prospective Acquirers/purchasers of built up premises.

47. AND THAT the said "VENDORS" by themselves and/or through their nominees shall also be liable to pay to the "PURCHASER/DEVELOPERS", the charges of first house-tax to be paid at the time of obtaining the Occupancy Certificate to the local authority as well as the security deposit and connection charges regarding the electrical connections and common water connections and also infrastructure tax, service tax as applicable and any other taxes and levies imposed by the concerned authorities to the 'CONSTRUCTED BUILD UP AREA' to be constructed and allotted for the "VENDORS".

48. AND THAT the "VENDORS" shall at the request and demand of the "PURCHASER/DEVELOPERS" shall make and execute a proper Deed of Conveyance and all other necessary documents and papers to complete the title agreed to be given in respect of the 'SAID PLOT' and such Conveyance shall be in favour of the "PURCHASER/DEVELOPERS" or his nominee or nominees including a Co-operative Housing Society, Limited Company or condominium. The "PURCHASER/DEVELOPER" shall be entitled to all documents of title relating to the 'SAID PLOT' which will be handed over to the "PURCHASER/DEVELOPER" by the "VENDORS" at the time of execution of the deed of conveyance.






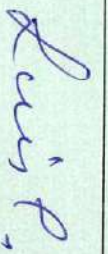
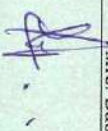
		
Mr. Amol Vadiyar		Mrs. Dastimi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

49. AND THAT the "PURCHASERS/DEVELOPERS" will be entitled to alter or modify the approved 'CONSTRUCTED BUILD UP', building/buildings/complexes plans as they deem fit provided the modifications are within or as per the provisions of approved scheme laid down by the Competent Authority. The "PURCHASERS/DEVELOPERS" shall pay all the fees of the Architects, and R.C.C. Consultants appointed by them for the development of this project.

50. AND THAT the "PURCHASER/DEVELOPERS" shall in the course of erection and completion of the said buildings do all lawful acts and things required by and perform the works in conformity in all respects with the provisions of the statutes applicable thereto.

51. AND THAT the entire consideration toward the development of the AGREEMENT FOR DEVELOPMENT AND SALE, in respect of the 'SAID PLOT' is paid/transfer by the "PURCHASERS/DEVELOPERS" to the "VENDORS" in nature of kind by way of 'CONSTRUCTED BUILD UP AREA' and no cash consideration or trisection is paid/transfer in respect of the present AGREEMENT FOR DEVELOPMENT AND SALE, and hence no TDS is liable to be deducted in respect of the same.

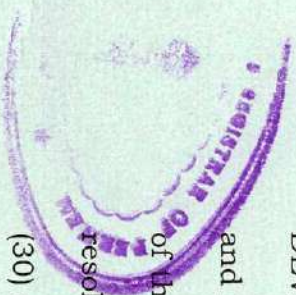
52. AND THAT this AGREEMENT FOR DEVELOPMENT AND SALE, shall be specifically performed by all the parties, neither party shall have any right to terminate this contract. The "PURCHASER/DEVELOPERS" shall be entitled transfer its development rights to any third person after informing the "VENDORS" to which the "VENDORS" shall have no

 Mr. Anrol Vadiyar		 Mrs. DASHMI GAWDE
 Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	 Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	 Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

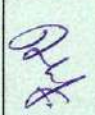


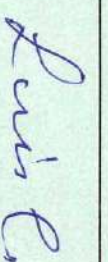
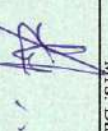
objection of whatsoever and the consideration payable to the “VENDORS” then shall be liable to be paid by the PURCHASER /DEVELOPER transferee.

53.AND THAT each party to the contract shall be entitled for specific performance of contract.

54.AND THAT the stamp duty and registration charges, if any, in respect hereof shall be borne and paid by the “PURCHASER/DEVELOPERS” in respect of the present AGREEMENT FOR DEVELOPMENT AND SALE, unless and the Deed of Sale to be executed in his favour of “PURCHASER/DEVELOPERS”.

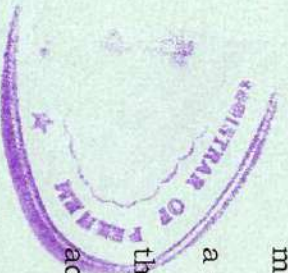


55.AND THAT in the event any dispute or difference arises between the parties hereto in respect of these presents AGREEMENT FOR DEVELOPMENT AND SALE, and/or the carrying out of terms, provisions and conditions hereof, and/or the interpretation of terms and provisions of these presents, the parties hereto shall firstly endeavour to personally resolve such disputes or differences in an amicable manner within thirty (30) days from the date that one of the parties hereto has first notified (in writing) to the other party hereto of the existence of such disputes or differences and called upon the other party hereto to hold discussions/dialogues for resolving the same. In the event such disputes or differences are not resolved within the period of thirty (30) days, the “DEVELOPERS/PURCHASERS” hereto shall appoint a sole arbitrator.

		
Mr. Anol Vadiyar		Mrs. Dashmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory modification, or re-enactment thereof, or any new statute in force replacing the Arbitration and Conciliation Act, 1996, from time to time). The arbitration proceedings shall be held at GOA and the language of the proceedings shall be English. The Arbitrator/s shall have summary powers and be entitled to give interim directions and awards from time to time. The award/s of the Arbitrator/s shall be reasoned and given in writing and shall be final and binding upon the parties hereto.

56. AND THAT the all letters and/or notices sent or issued by the "DEVELOPERS/PURCHASERS" to the "OWNERS/ VENDORS" and by the "VENDORS" to the "DEVELOPERS/PURCHASERS" shall be sent by Registered Post with acknowledgement due, to their addresses as mentioned in this AGREEMENT FOR DEVELOPMENT AND SALE, unless a change in address is communicated to each other in writing and in that case the letters and/or notices shall be sent to such changed addresses.



57. AND THAT the "VENDOR"S" declared that the 'SAID PLOT' does not belong to the community of schedule caste and schedule tribes as per the notification under no. RD/LAND/LRC/318/77 dated 21/08/1978.

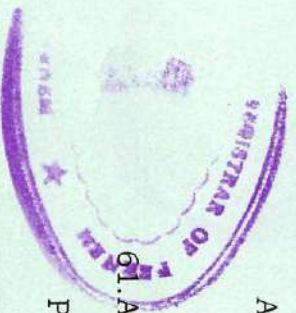
58. AND THAT the market value of the 'SAID PLOT' to be develop and handed over to the "DEVELOPER/PURCHASER" is valued for Rs. 31,35,000/-

Mr. Anol Vadiyar		Mrs. Dashmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Bastilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)






(Rupees Thirty one Lakhs Thirty five Thousands only) and the cost of the construction of the said "CONSTRUCTED BUILD UP AREA" to be allotted to the "VENDOR" is valued at 42,00,000/- (Rupees Forty two Lakhs Only) and hence for the purpose of stamp duty the present Agreement For Development And Sale the is together/jointly valued at Rs. 73,35,000/- (Rupees Seventy-three Lakhs Thirty-five Thousands only) and typed on the stamp paper of Rs. 2,12,800/- as the stamp duties in respect of this transfer.

59. AND THAT the "PURCHASERS/ DEVELOPERS" shall development the 'SAID PLOT' in nature of buildup area or under plot allotment scheme.

60. The 'SAID PLOT' is shown in colour RED hatched lines in the plan annexed to this deed which plan is signed by the parties herein and shall form an integral part of this AGREEMENT FOR DEVELOPMENT AND SALE.



61. AND WHEREAS in view of amendment to the Goa Town and Country Planning Act 2007 which came on force from 22/03/2018 and as per said amendment NOC from the Town Planning Department is required for sale of any plot the parties of present deed has obtained said NOC under Ref No.49(6)/TCP/PER/29/2021/211 dated 24/02/2021 for this Agreement for development and sale and copy of the same is annexed herewith.

 Mr. Amol Vadiyar		 Mrs. Dastimi Gawde
 Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	 Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	 Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self AND PoA of VENDORS nos. 1, 3, 5 and 7)

SCHEDULE-I






ALL THAT SAID PROPERTY totally admeasuring area of 9225 Sq. mtrs from the property presently surveyed under Survey No. 108/1 of village Corgao, of and situated at Village Corgao, within jurisdiction of Village Panchayat of Corgao, Taluka Pernem, Sub-District Pernem, District Goa, State of Goa, which is neither inscribed nor described in the Land Registration office of Bardez, at Mapusa nor enrolled in the Land Revenue Office of Pernem, which is herein above referred as said property and presently is bounded as follows.

- On the North:- By property bearing under S.No.108/2 and 110,
- On the South:- By property bearing under S.No.108/4, 5 and 6,
- On the East:-By property bearing under S.No.108/2,
- On the West:- By property bearing under S.No.116/2, and 3

SCHEDULE-II

ALL THAT SAID PLOT totally admeasuring area of 5225 Sq. mtrs being part of the SAID PROPERTY herein above mentioned in the SCHEDULE I, and presently is bounded as follows.

- On the North:- By property bearing under S.No.108/2 and 110,
- On the South:- By property bearing under S.No.108/4, and 5,
- On the East:-By remaining portion of the property bearing under S.No.108/1 having area of 4000 sq mts,
- On the West:- By property bearing under S.No.116/2, and 3,

 Mr. Anmol Vadiyar	 Luis Alex Carvalho	 Mrs. Dashedmi Gawde
 Mr. Thomas Alex Carvalho alias "Thomas Jerome Carvalho"		 Mr. Gerald Alex Carvalho alias Gerald Alex Carvalho (for self AND PoA of VENDORS nos. 1, 3, 5 and 7)

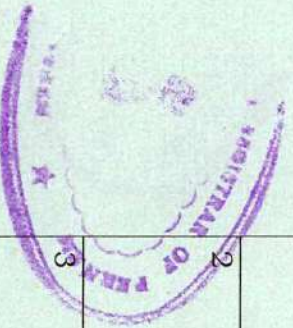
SCHEDULE - III


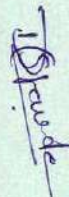

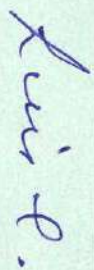

ALL THAT 'CONSTRUCTED BUILD UP AREA' a multi storied building comprising of all together 20 (Twenty) flats of 1 BHK flat with an carpet area of 30 sq. mtrs, in numbers, (30 sq. mtrs, x 20 rooms) having carpet area of 600 sq, mtrs.

SCHEDULE - IV

SPECIFICATIONS

Sr. No	Particulars	Description
1	STRUCTURE	The construction shall be of RCC framed structure of column, beams and slab, with masonry work with bricks of 6" thick shall be used.
2	PLASTER	The external plaster will be of sand faced cement plastering and the internal plaster will be of Gypsum plastering
3	FLOORING	The flooring will be of vitrified tiles with dimension of 900 X 900 mm for the rooms and antiskid tile with dimension of 300 X 300 mm for the bathroom flooring and the wall tiles will be of dado with dimension of 900X900 mm, up to feet.
4	ELECTRICAL	The installation will be concealed wire with ISI mark of Polycab or equivalent with light switches.




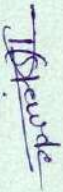

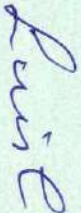

		
Mr. Anol Vadiyar		Mrs. Dajimi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

5	PLUMBING	The Soil, waste and water pipes will be partially concealed with APVC or CPVC ISI marks pipes, the sanitary installation will be in of Jaguar or equivalent fitting.
6	DOORS	The flush doors will be provided with decorative lamination along with the frames and the bathroom doors shall be of waterproof.
7	WINDOWS	The windows shall be of power coating aluminum glazed window
8	PAINTING	The external wall be painted with waterproof decorative paints/texture paints as per Architectural destine and the Inertial wall shall be of Plastic or equivalent paint.

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IN WITNESS WHEREOF, this AGREEMENT FOR DEVELOPMENT AND SALE has been executed and signed by the "VENDORS" and the "PURCHASERS/ DEVELOPERS" in the presence of the witnesses mentioned herein at the end.



		
Mr. Anol Vadiyar		Mrs. Dashmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)




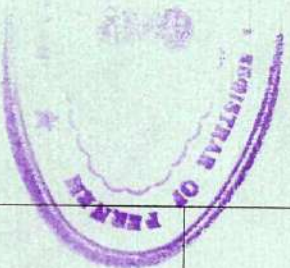
Luis A.

SIGNED AND DELIVERED BY THE WITHINNAMED THE "VENDORS"
NO. 2 Mr. Luis Basilio Carvalho Alias Luis Alex Carvalho Alias Luis A.
Carvalho

L.H.F.I.

R.H.F.I.



<i>AMV</i>		<i>Dashmi</i>
Mr. Anmol Vadiyar		Mrs. Dashmi Gawde
<i>Luis A.</i>		<i>GA</i>
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



[Handwritten signature]

SIGNED AND DELIVERED BY THE WITHINNAMED THE "VENDORS"
NO. 4 Mr. Thomas Alex Carvalho @ Thomas Jerome Carvalho for self and
as Attorney for VENDOR Nos. 5, 8 to 12

L.H.F.I.

R.H.F.I.

[Circular purple stamp: REGISTRAR OF VENDORS]

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Mr. Amol Vadiyar		Mrs. Dashmi Gawde
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

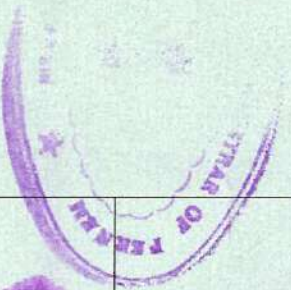






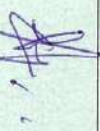
SIGNED AND DELIVERED BY THE WITHINNAMED THE "VENDORS" No.
6 Mr. Gerald Carvalho Alias Gerald Alex Carvalho for self and as Attorney
for VENDOR Nos. 1, 3 and 7

L.H.F.I.

R.H.F.I.



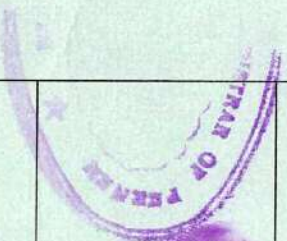
		
Mr. Amol Vadiyar		Mrs. Dashmi Gawde
		
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



[Handwritten signature]

SIGNED AND DELIVERED BY THE WITHINNAMED THE
"PURCHASERS/ DEVELOPERS NO. 1 MR. AMOL VADIYAR
L.H.F.I.





Mr. Amol Vadiyar		Mrs. Dashedi Gawde
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



[Signature]

SIGNED AND DELIVERED BY THE WITHINNAMED THE
"PURCHASERS/ DEVELOPERS NO. 2 MRS. DASHMI GAWDE

L.H.F.I.

R.H.F.I.

<i>[Signature]</i> Mr. Amol Vadiyar		<i>[Signature]</i> Mrs. Dashmi Gawde
<i>[Signature]</i> Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho	<i>[Signature]</i> Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	<i>[Signature]</i> Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)

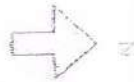
Witness

1. Sirmax Grawde Sirmax

2. Bhagwan Gaud Bhagwan



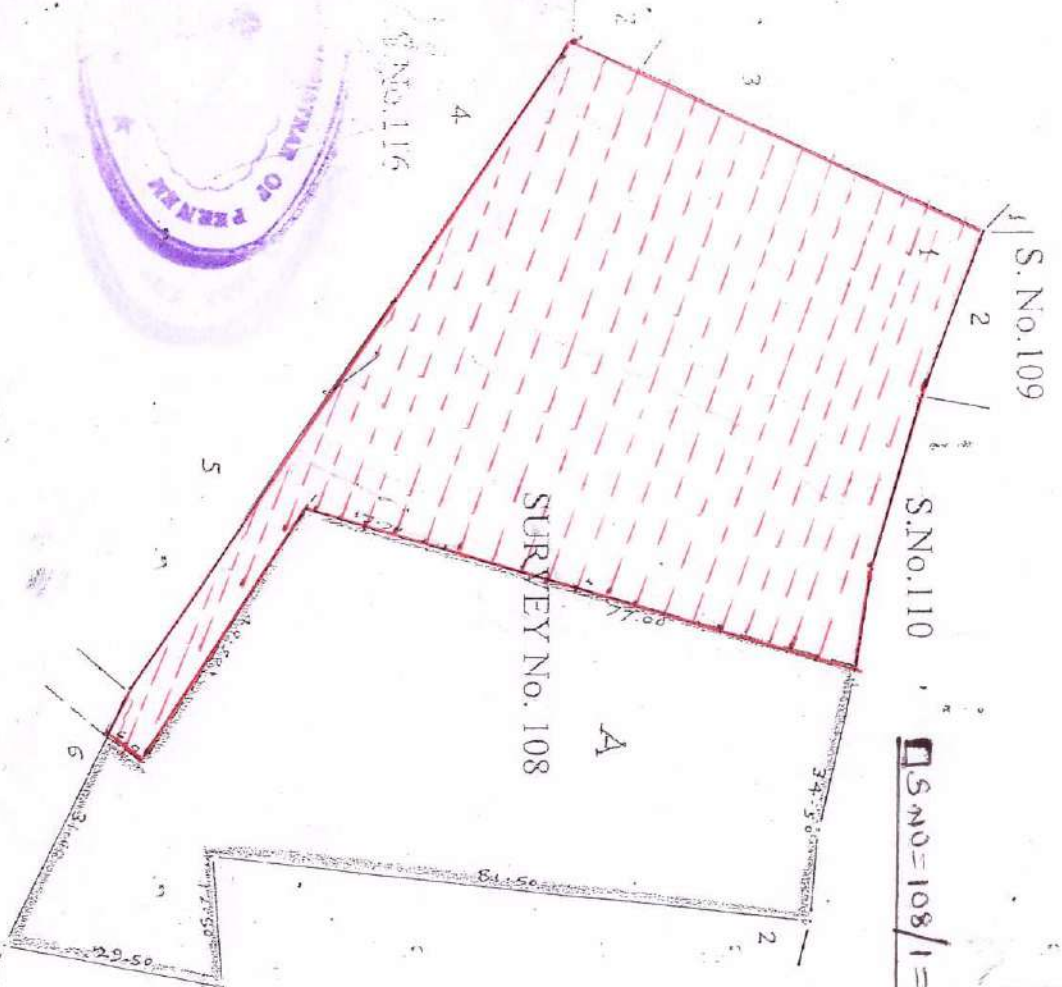
<u>GAH</u>		<u>ISpawde</u>
Mr. Anol Vadiyar		Mrs. Dashedi Grawde
<u>GAH</u>	<u>Luis</u>	<u>GAH</u>
Mr. Thomas Alex Carvalho alias Thomas Jerome Carvalho Nº	Mr. Luis Basilio Carvalho alias Luis Alex Carvalho Alias Luis A. Carvalho	Mr. Gerald Carvalho alias Gerald Alex Carvalho (for self VENDORS nos. 1, 3 and 7)



Plan Showing plots situated at
Village : CORGOA
Taluka : PERNEM
Survey No./Subdivision No. : 108/1
Scale : 1:1000

PLOT AREA	
A	4000.00 m ²
B	5225.00 m ²

\square S.No. = 108/1 = Plot = "B" = 5225 Sq.m²



hissel
P.H.



Government of Goa
Document Registration Summary 2

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

Print Date & Time : - 11-Mar-2021 12:28:40 pm

Document Serial Number :- 2021-PNM-84

Presented at 11:56:45 am on 11-Mar-2021 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Pernem along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	212800
2	Registration Fee	183380
3	Processing Fee	2080
Total		398260

Stamp Duty Required : 212800/-






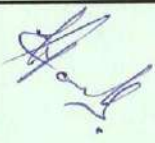















Stamp Duty Paid : 212800/-







Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	AMOL VADIYAR , Father Name: Marutirao Vadiyar, Age: 44, Marital Status: Married, Gender: Male, Occupation: Service, Address 1 - Plot no. 9, RSN 1505-2, Behind new Palace, Mala, Kolhapur, Maharashtra Presently residing at Vagtor Bardez Goa, Address 2 - , PAN No.: [REDACTED]			

Executer







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	LUIS BASILIO CARVALHO Alias LUIS ALEX CARVALHO Alias LUIS A CARVALHO , Father Name: Late Alex J Carvalho, Age: 56, Marital Status: Married, Gender: Male, Occupation: Service, Patrashed, Ground Floor, Calcuttawala Chawl, Near Agar Bazar, S.K. Bole Road, Dadar (West), Mumbai, PAN No.: [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	THOMAS ALEX CARVALHO Alias THOMAS JEROME CARVALHO , Father Name:Son Of Late Alex J Carvalho, Age: 50, Marital Status: Married , Gender: Male, Occupation: Service, H. No.132-CC, F. B. Kenny House, Room No.13, Amar Prem Chowk, Worli Koliwada, Mumbai-400030, PAN No.:			
3	GERALD CARVALHO Alias GERALD ALEX CARVALHO , Father Name: Late Alex J Carvalho, Age: 41, Marital Status: Married , Gender: Male, Occupation: : Self Employed, 16, Calcuttawala Chawl, S.K. Bole Road, Agar Bazar, Dadar (West), Mumbai, PAN No.:			
4	AMOL VADIYAR , Father Name: Marutirao Vadiyar, Age: 44, Marital Status: Married , Gender: Male, Occupation: Service, Plot no. 9, RSN 1505-2, Behind new Palace, Mala, Kolhapur, Maharashtra Presently residing at Vagtor Bardez Goa, PAN No.:			
5	Dashmi Gawde , Father Name: Bhagwan Apa Gad, Age: 35, Marital Status: Married , Gender: Female, Occupation: : Housewife, H.No.456, Gawdewada Corgao Pernem Goa, PAN No.:			
6	Gerald Carvalho Alias Gerald Alex Carvalho , Father Name: Late Alex J Carvalho, Age: 41, Marital Status: , Gender: Male, Occupation: Service, residents of 16, Calcuttawala Chawl, S.K. Bole Road, Agar Bazar, Dadar (West), Mumbai, , PAN No. , as Power Of Attorney Holder for AZBA G CARVALHO Alias AZBA ZAHOOOR BHURE			
7	Gerald Carvalho Alias Gerald Alex Carvalho , Father Name: Late Alex J Carvalho, Age: 41, Marital Status: , Gender: Male, Occupation: Service, residents of 16, Calcuttawala Chawl, S.K. Bole Road, Agar Bazar, Dadar (West), Mumbai, , PAN No. , as Power Of Attorney Holder for BENEDITA CARVALHO Alias BENEDITA L CARVALHO			
8	Gerald Carvalho Alias Gerald Alex Carvalho , Father Name: Late Alex J Carvalho, Age: 41, Marital Status: , Gender: Male, Occupation: : Service, residents of 16, Calcuttawala Chawl, S.K. Bole Road, Agar Bazar, Dadar (West), Mumbai, , PAN No. , as Power Of Attorney Holder for ROSARIA RODRIGUES Alias ROZARIA Alias ROSARIA CARVALHO			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
9	GERALD CARVALHO Alias GERALD ALEX CARVALHO , Father Name:Late Alex J Carvalho, Age: 41, Marital Status: , Gender:Female,Occupation: Housewife, 16, Calcuttawala Chawl, S.K. Bole Road, Agar Bazar, Dadar (West), Mumbai, 400028, PAN No.: [REDACTED] as Power Of Attorney Holder for ELFREGINA THOMAS CARVALHO			
10	Thomas Alex Carvalho Alias Thomas Jerome Carvalho , Father Name:Alex Carvalho, Age: 50, Marital Status: , Gender:Male,Occupation: Service, Mumbai, PAN No.: [REDACTED]			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Simran Gawde, Age: 34, DOB: , Mobile: 9923852344 , Email: , Occupation:Housewife, Marital status : Married , Address:403512, 82 Gawde wada Corgao Pernem Goa, 82 Gawde wada Corgao Pernem Goa, Corgao, Pernem, NorthGoa, Goa			
2	Name: Bhagwan Gad, Age: 66, DOB: , Mobile: 9923852344 , Email: , Occupation:Agriculturist, Marital status : Married , Address:403512, 691 Petchawada Corgao Pernem, 691 Petchawada Corgao Pernem, Corgao, Pernem, NorthGoa, Goa			

Sub Registrar

Document Serial Number :- 2021-PNM-84

SUB-REGISTRAR
PERNEM

Document Serial No:-2021-PNM-84

Book :- 1 Document

Registration Number :- **PNM-1-82-2021**

Date : 11-Mar-2021



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

**Sub - REGISTRAR
PERNEM**

Scanned by:- Ashwini N. Zolga
Ashwini



Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Pernem
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Receipt No : 2021-22/3/243

Print Date Time:- 14-Oct-2021 13:00:38

Serial No. of the Document : 2021-PNM-367

Date of Receipt: 14-Oct-2021

Nature of, Document : **Agreement or its records or Memorandum of Agreement - 5**
Received the following amounts from **AMOL VADIYAR** for Registration of above Document in Book-1 for the year 2021

Registration Fee	177840	E-Challan	<ul style="list-style-type: none">Challan Number : 202100992518CIN Number : IK0B1EXND8	177840
Processing Fee	1280	E-Challan	<ul style="list-style-type: none">Challan Number : 202100992518CIN Number : IK0B1EXND8	1360
Total Paid	179200	(Rupees One Lakh Seventy Nine Thousands Two Hundred only)		

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OF DOCUMENT
Please handover the Registered Document to the person named below
Name of the Person Authorized :

YATIN PADLOSICAR





Specimen Signature of the Person Authorized

Signature of the Presenter

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT
The Registered Document has been handed over to on Dated **14-Oct-2021**

Signature of the person receiving the Document

Signature of the Sub-Registrar





गोवा GOA

Sr. No. 16 Place of Vend Sub Treasury office 062528

Date of issue 24/02/2021 Value of stamp Perman

Paper Re 25000 (Rupees) Twenty Five

Thousand of the Purchaser Dashrai

Souy Gwade Residing at Kongad Perman Goa

Son Of —

Sinca

Sig of the vender

[Signature]

Sig of the Purchaser

2001-PNM-367

14/10/2021



AGREEMENT FOR

DEVELOPMENT AND SALE

<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Mr. Sham Phadte @ Shyam Padte	Mrs. Shalaka Phadte,	Mr. Amol Vadiyar



गोवा GOA

062532

Sr. No. 16 Place of vend Sub Treasury office Pernem
Date of issue 24/02/2021 Value of stamp
Paper Re 25000 (Rupees) Twenty Five
Thousand my Name of the Purchaser Dashmi
Sonu Gavade Residing at Korgao Pernem. Goa
Son Of -
Sig of the vender Dashmi Sig of the Purchaser Dx



AGREEMENT FOR

DEVELOPMENT AND SALE

<u>6/2/21</u>	<u>SS Gavade</u>	<u>Dx</u>
Mr. Sham Phade @ Shyam Padte	Mrs. Shalaka Phade,	Mr. Anmol Vadiyar



गोवा GOA

062533

Sr. No. 16 Place of Vend Sub Treasury office Pinner
Date of issue 24/02/2021 Value of stamp
Paper Rs. 25000 (Rupees) Twenty Five
Thousand only Name of the Purchaser Dashmi
Sonu Grawade Residing at Korqao Pernem-Goa
Son Of —
Signature Dincau Sig of the Purchaser
Sig of the vender



AGREEMENT FOR DEVELOPMENT AND SALE

D. Grawade

<u>D. Grawade</u>	<u>S. Grawade</u>	<u>D. Grawade</u>
Mr. Sham Phadte @ Shyam Fadte Exhibit No. 1	Mrs. Shalaka Phadte, Exhibit No. 2	Mr. Anmol Vadiyar



गोवा GOA

Sr. No. 16 Place of Vend Sub Treasury Office, Pernem
Date of issue 24/02/2024 Value of stan. Pernem
Paper Re 25000 (Rupees) Twenty five
Thousand only Name of the Purchaser Dashraj
Son of Residing at Korgao Pernem, Goa
Son Of —
Sig of the vender Dinesh Sig of the Purchaser [Signature]



AGREEMENT FOR

DEVELOPMENT AND SALE

<u>[Signature]</u> Mr. Sham Phadte @ Shyam Phadte Executants No. 1	<u>[Signature]</u> Mrs. Shalaka Phadte, Executants No. 2	<u>[Signature]</u> Mr. Amol Vadiyar Acceptor
--------------------------------------------------------------------------	----------------------------------------------------------------	----------------------------------------------------

[Signature]



गोवा GOA

105640

Sr. No. 55 Place of Vend Mapusa. Date of Issue 4/10/24

Rs. 25,000/ (Rupees twenty five thousand)

Name of the Purchaser D.S. Gaudde

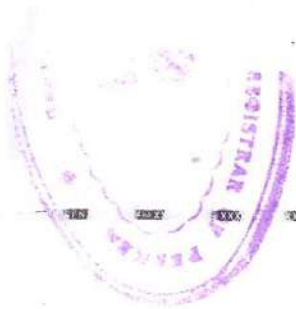
son / daughter / wife of S. Gaudde

resident of Kozgao

As there is no one single stamp paper for the value of Rs. 70,000/- additional Stamp papers for the completion of the value are attached alongwith

Signature of Ex-Officio Stamp Vender

Signature of Purchaser



AGREEMENT FOR

DEVELOPMENT AND SALE

		
Mr. Sham Phadte @ Shyam Padte	Mrs. Shalaka Phadte	Mr. Anmol Vadiyar



गोवा GOA

034359

St. No. 55 Place of Vend Mapusa, Date of issue 4/10/21
Rs. 20,000/- Rupees twenty thousand
Name of the Purchaser D. S. Gawade
son / daughter / wife of S. Gawade
resident of _____
As there is no one single stamp paper for the value of Rs. 20,000/-
additional Stamp papers for the completion of the value are attached
alongwith
Signature of Ex-Officio Stamp Vendor: H Signature of Purchaser: [Signature]

Vendor Name: H. S. Nayak
Lic. No.: AC/STP/VEN/96/2003



AGREEMENT FOR DEVELOPMENT AND SALE

<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Mr. Sham Phadte @ Shyam Phadte	Mrs. Shalaka Phadte	Mr. Amol Vadiyar



गोवा GOA

044727

Gr. No. 55 Place of Vend Mapusa. Date of Issue 4/10/21
No. 10,000 (Rupees) Ten Thousand
Name of the Purchaser D. S. Gaudde
spn / daughter / wife of S. Gaudde
resident of Kozgao
As there is no one single stamp paper for the value of Rs. 10,000/-
additional Stamp papers for the completion of the value are attached
alongwith
Signature of Ex-Officio H
Stamp Vendor Signature of Purchaser H

Vendor Name : H. S. Nayak
Lic. No.: AC/STP/VEN/96/2003



AGREEMENT FOR DEVELOPMENT AND SALE

<u>H. S. Nayak</u>	<u>S. Gaudde</u>	<u>H. S. Nayak</u>
Mr. Shyam Phadte @ Shyam Fadte	Mrs. Shalaka Phadte	Mr. Anmol Vadiyar

H. S. Nayak



गोवा GOA

044593

Sr. No. 55 Place of Vend Mapusa. Date of Issue 4/10/21

No. 10,000/- Rupees ten Thousand

Name of the Purchaser D. S. Gawade

son / daughter / wife of S. Gawade

resident of Kozgao

As there is no one single stamp paper for the value of Rs. 10,000/- additional Stamp papers for the completion of the value are attached alongwith

Signature of Ex-Officio Stamp Vendor

Signature of Purchaser

Vendor Name : H. S. Nayak
Lic. No.: AC/STP/VEN/96/2003



AGREEMENT FOR DEVELOPMENT AND SALE

Mr. Sharm Phadte @ Shyam Phadte	Mrs. Shalaka Phadte	Mr. Amol Vadiyar

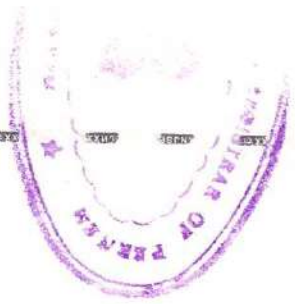


गोवा GOA

077939

Sr. No. 55 Place of Vend Mapusa. Date of Issue 4/10/21
No. 500/- (Rupees) five thousand
Name of the Purchaser P. S. Gaudade
son / daughter / wife of S. Gaudade
resident of Kozgao
As there is no stamp on the stamp paper of Rs. 50,000/-
Additional Stamp papers for the completion of the value are attached
alongwith
Signature of Ex-Officio Stamp Vendor HK Signature of Purchaser PSG

Vendor Name : H. S. Nayak
Lic. No.: AC/STP/VEN/96/2003



AGREEMENT FOR

DEVELOPMENT AND SALE

<u>Sham</u>	<u>Shalaka</u>	<u>Amol</u>
Mr. Sham Phadte @ Shyam Phadte	Mrs. Shalaka Phadte	Mr. Amol Vadiyar

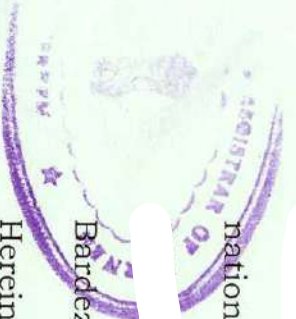
AGREEMENT FOR DEVELOPMENT AND SALE is made at Pernem

Goa, on this 14th day of October 2021.

B E T W E E N

1. **MR. SHAM PHADTE @ SHYAM FADTE**, Son of Surya Fadte, aged about 58 years, business, having PAN Card No. [REDACTED] and Adhaar Card No. [REDACTED] phone no. [REDACTED] resident of H. No. 96, Mazilwado, Revora Bardez Goa and his wife
2. **MRS. SHALAKA PHADTE**, wife of Sham Phadte and daughter of Suryakant Gawde, aged about 44 years, housewife, Indian national, having PAN Card No. [REDACTED] and Adhaar Card No. [REDACTED] phone no. [REDACTED] and resident of Indian national, having PAN Card No. [REDACTED] and Adhaar Card No. [REDACTED], and resident of H. No. 95A, Mazilwado, Revora Bardez Goa presently both residing at Corgao Permen Goa. Hereinafter referred as the "VENDORS" (which terms and expression unless repugnant to the context or meaning there of shall be deemed to mean and include their heirs, legal representatives, successors, administrators, agents, executors, assigns or any other person/s legally, equitably of or otherwise claiming through them) of the FIRST PART.

A N D



[Signature]
Mr. Anol Vadiyar




<i>[Signature]</i> Mr. Sham Phadte @ Shyam Padte	<i>[Signature]</i> Mrs. Shalaka Phadte	<i>[Signature]</i> Mr. Anol Vadiyar
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1. **MR. AMOL VADIYAR**, son of Mr. Marutirao Vadiyar, aged about 44 years, married, business, Indian National, holder of PAN Card No. [REDACTED] and Adhaar Card No. [REDACTED], phone No. [REDACTED] email amolvadiyar@rediffmail.com and resident of Plot no. 9, RSN 1505/2, behind new Palace, Mala, Kolhapur, Maharashtra.

2. **MRS. DASHMI GAWDE**, wife of Mr. Sonu K. Gawde and daughter of Mr. Bhagwan Apa Gad, aged about 35 years, married, housewife, Pan Card bearing No. [REDACTED] Adhar Card No. [REDACTED] and resident of H.No.456, Gawdewada Corgao Pernem Goa. Hereinafter referred to as the "PURCHASERS/ DEVELOPERS", (which term and expression unless repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, legal representatives, agents, administrators, executors, successor, assigns or any other person/s legally equitably of or otherwise claiming through them) of the SECOND PART;



WHEREAS the there exist an immovable property surveyed under Survey No. 108, Sub-division no.1, admeasuring a total area of 9225 sq. mtrs, situated at Mainwada, Corgao, within the limits of the Village Panchayat of Corgao, Pernem Taluka, District of Pernem, North Goa, State of Goa, neither described and registered in the Land Registration office not found enrolled in the Matriz records of Pernem which is more particularly described in **Schedule-1** and which for sake of convenience hereinafter be referred to as the '**SAID PROPERTY**'.

		
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AND WHEREAS the 'SAID PROPERTY' originally belonged and owned Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho.

AND WHEREAS the name of Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho name is duly recorded in Form IX of the 'SAID PROPERTY' at serial no. 109, and the entry has been recorded and registered in year 06/01/1971.

AND WHEREAS the name of said Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho is also found inscribed in Form III, which is the Index of Land, Form IV and Form I and XIV for the Village Corgao, Pernem Goa, pertaining to the SAID PROPERTY, which further substantiate the ownership and possessory right of the Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho in and over the 'SAID PROPERTY'.

AND WHEREAS the said Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho, was married to Mrs. Rosaria Rodrigues alias Rozaria alias Rosaria.



		
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AND WHEREAS further the said Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho expired on 28/04/1994 leaving behind his wife as the half sharer and moiety holder and his children as his sole and universal heirs.

AND WHEREAS under the regime of total communion of assets prevailing in the state of Goa, the assets are succeeded by wife and children equally.

AND WHEREAS upon the death of late Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho, a Deed of Succession was executed before the Office of Civil Registrar cum Sub Registrar and Notary Ex Officio at Pernem Goa, in the Notary Book of Deed bearing no. 14, at pages 2 to 3 dated on 06/08/2009 and the same was also published in the Official Gazette, Series III no. 21 on 20/08/2009, where in was declared that his wife and children are the sole and universal heirs of the late Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho.

AND WHEREAS the wife and children of late Ales Jeron Carvalho alias Alex Jeron Carvalho alias Alesh Carval alias Alex Jeron Carvalho alias Alex Carvalho alias Aleixo Carvalho alias Alex Jeronimo Carvalho sold the said property to present VENDOR no. 1 herein above.



		
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AND WHEREAS the deed of sale dated 29/06/2017 is duly registered before the Office of the Civil Registrar cum Sub Register of Pernem at Pernem under Book 1, Document, registration no. PNM-BK1-00437-2017, CD no. PNMD13 on 29/06/2017, wherein the "VENDOR" no. 1 have purchased the part of the of the 'SAID PROPERTY' admeasuring an area of 4000 Sq mts., which is subject matter of present Deed and which is more particularly described in **Schedule-II** and which for sake of convenience hereinafter referred as '**SAID PLOT**'.

AND WHEREAS the VENDORS represents that on the basis of above representation the VENDORS are the sole owners of the 'SAID PLOT' and the title to the SAID PLOT is clear, marketable and without any interface or encumbrance from any person/s or authority.

AND WHEREAS, the "VENDORS" having thus derived their title to the 'SAID PLOT' in the manner as aforesaid, and are presently the absolute owner in possession of the same and have been in quiet and peaceful possession and ownership thereof and have continued to be in its quiet and peaceful enjoyment, performing various possessory acts, as the rightful owner thereof, without any opposition, objection, obstruction, interference, interruption, let or hindrance from anybody whomsoever, and before them their said predecessors in title had similarly been in such ownership and possession of the 'SAID PLOT'.



Sham Phadte

<i>Sham Phadte</i>	<i>Shaketa Phadte</i>	<i>Amol Vadiyar</i>
Mr. Sham Phadte @ Shyam Padte	Mrs. Shaketa Phadte	Mr. Amol Vadiyar

AND WHEREAS the "VENDORS" are willing and are desirous to develop the 'SAID PLOT' and have approached the "PURCHASERS/ DEVELOPERS" with an offer that the "PURCHASERS/ DEVELOPERS" to construct a building/ buildings/ complex/s, project in the 'SAID PLOT', wherein premises will be available for residential cum commercial use with necessary infrastructure out of which a constructed build up area, shall be allotted to the "VENDOR" and all the remaining built up area together with the 'SAID PLOT' shall belong to the "PURCHASERS/ DEVELOPERS", who shall be entitled to retain or disposed such constructed areas/ units to any person/s of the choice of the "PURCHASERS/ DEVELOPERS".

AND WHEREAS the "VENDORS" represents to the "PURCHASERS/ DEVELOPERS" that the "VENDORS" now has good right to the said property and are absolute owners in possession of the 'SAID PLOT', and further represented that there are no other person/s to claim the right in the 'SAID PLOT'.

WHEREAS the "VENDORS" represented the "PURCHASERS/ DEVELOPERS" that the "VENDORS" has right to the 'SAID PLOT' and are the exclusive owners in possession of the 'SAID PLOT', and further represented that there are no other person/s to claim the right and interest in the 'SAID PLOT'.

AND WHEREAS the "PURCHASERS/ DEVELOPERS" being engaged in such construction and development activities, hence accepted the offer of the "VENDORS" under such mutually settled terms and conditions, which are set out herein below and has



		
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proposed a Building Scheme for constructing building/ buildings/ Complex/s in the 'SAID PLOT' for residential and commercial purposes at the cost and expense of prospective Acquirers of the built up premises of such a building and thereupon disposing the constructed build up premise either wholly or in part in favour of an entity constituted by all such acquirers of built up premises in the buildings which may include individuals, a Co-operative Society or a Private Limited Company and/or disposing such proportionate undivided and impartibly rights, title, interest and share as corresponding to the respective built up premises of the building so constructed in the 'SAID PLOT' in favour of the respective prospective acquirers, on what is known as "ownership basis'.

AND WHEREAS the "PURCHASERS/DEVELOPERS" has offered and satisfy the "VENDORS", by developing the 'SAID PLOT' and compensating in allotting the "VENDORS" their share, right, title, interest in the 'SAID PLOT' by way of constructing a multi storied building contraction with 28 (Twenty Eight) service apartment having a carpet area of 18 sq. mtrs. each, (18 sq. mtrs, x 28) having total carpet area of 504 sq. mtrs. being the area corresponding to the market value of the SAID PLOT'.

AND WHEREAS all the above constructed structure shall totally contribute to an carpet area 504 sq. mts, that shall be allotted to the "VENDORS" on what is known as ownership basis without the "VENDORS" being bound to pay any sum of money to the "PURCHASER/DEVELOPER", towards any cost of construction the






		
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'SAID PLOT' or cost of the amenities provided in the above constructed premise in the 'SAID PLOT', all the above constructed area shall herein after be referred as the '**CONSTRUCTED BUILD UP AREA**' more specifically described and shown in the **Schedule-III** herein written.

AND WHEREAS in consideration of the 'CONSTRUCTION BUILD UP AREA' agree to be transferred to the "OWNERS/VENDORS", granted to the "PURCHASERS/DEVELOPERS" the necessary development rights, in order to develop the 'SAID PLOT' and the "VENDORS" have agreed subsequently to convey their 'SAID PLOT' by sale or otherwise in favour of the "PURCHASERS/DEVELOPERS" or their nominee/s which may include a Co-operative Society or a Limited Company or Association, as the case may be; or conveying such proportionate undivided right, title, interest and share in the 'SAID PLOT' as may correspond to the respective build up premises of the building so constructed in the 'SAID PLOT' under such a Building Scheme, in favour of the prospective acquirers/ purchasers of the built up premises as may be directed by the "PURCHASERS/DEVELOPERS", in favour of the "PURCHASERS/ DEVELOPERS" and/or in favour of its nominee/s or the prospective Acquirers of built up premises as aforesaid, for the consideration.

AND WHEREAS all the 'CONSTRUCTED BUILD UP AREA' shall be fully constructed and completed in all respects and in a fit and habitable condition shall be delivered by the "PURCHASERS/DEVELOPERS" to the "VENDORS" within a period of 38 months



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from the date of building permission/commencement of construction work.

AND WHEREAS, the '**SPECIFICATIONS**' in detail pertaining to the type of construction in and amenities to be provided, in respect of the 'CONSTRUCTED BUILD UP AREA' to be delivered to the "VENDORS" as set out above more specifically described and shown in the **SCHEDULE-IV** herein written.

AND WHEREAS the "VENDORS" herein agrees that they shall not have any right or interest over the other building/buildings/ complex in the 'SAID PLOT' other than the 'CONSTRUCTED BUILD UP AREA' in terms of the adjustment consideration and the "PURCHASERS/ DEVELOPERS" shall be free to dispose the remaining build up structure and building complexes in the manner the "PUCHASERS/DEVELOPER" thinks fit and necessary, to any other person/s.




AND WHEREAS the "VENDORS" and the "PURCHASERS/ DEVELOPERS" hereto have decided to reduce the terms of the present AGREEMENT FOR DEVELOPMENT AND SALE into writing as under:-

NOW THIS AGREEMENT FOR DEVELOPMENT AND SALE

WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN

THE PARTIES AS FOLLOWS:

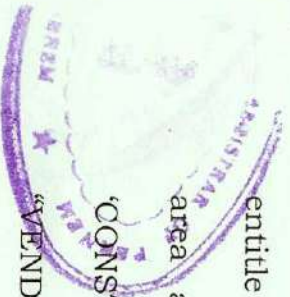
1. THAT in consideration of this agreement the "VENDORS", have permitted the "PURCHASERS/ DEVELOPERS" to develop the entire 'SAID PLOT', more specifically described in the schedule-II,


		
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and out of the price consideration herein fixed above, the "PURCHASERS/DEVELOPERS" shall construct satisfy or compensate the "VENDORS", by allotting and delivering the 'CONSTRUCTED BUILD UP AREA', more specifically described in the schedule-III, without being bound to pay any sum of money towards any cost of construction to the "PURCHASERS/DEVELOPERS".

2. THAT the "VENDORS" agreeing to as and when required by the "PURCHASERS/DEVELOPERS" and under its instructions, convey the 'SAID PLOT' either wholly or in part in favour of such entity that may be constituted and as may be directed by the "PURCHASERS/DEVELOPERS", in favour of the "PURCHASERS/DEVELOPERS" and/or in favour of its nominee or nominees or the prospective Acquirers/ purchasers of built up premises.

3. AND THAT the "PURCHASERS/DEVELOPERS" shall be irrevocably entitle to retain all the remaining balance of the super built-up area and the additional and or increased FAR except the 'CONSTRUCTED BUILD UP AREA' agreed to be given to the "VENDORS" and in respect of such super built-up area, the "PURCHASERS/DEVELOPERS" shall be free to deal with the same and in this regard the "VENDORS" shall be entitled to enter in to firm commitments or agreements with its customers to dispose any of the premises contained in the said balance built-up area to any person/s of the choice of the "PURCHASERS/DEVELOPERS" for such consideration as may be fixed by the "PURCHASERS/DEVELOPERS" at their own discretion and for appropriate consideration received from such customers.



		
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4. AND THAT "VENDORS" have handed over today to the "PURCHASER/DEVELOPER" the possession of the 'SAID PLOT', for the purpose of development and construction of building/buildings/complex/s in the 'SAID PLOT'.

5. AND THAT the "PURCHASERS/DEVELOPERS" has assured the "VENDORS", that the building/buildings/complex/s and whatever development and construction that may be put up by them shall be at their own cost and expense and as per the plans that shall be get sanctioned when necessary from the Village Panchayat and other concerned authorities including the North Goa Planning and Development Authority, Town and Country Planning Department or the Competent Planning and Development Authority.

6. AND THAT that the "VENDORS" hereby grant permission to the "PURCHASERS/DEVELOPERS" to develop the 'SAID PLOT' and to obtain all other necessary No Objection Certificates, permissions and sanctions and extensions, etc. and permissions for carrying out the Development works, including the construction licence, for the purpose of the said development of the 'SAID PLOT'



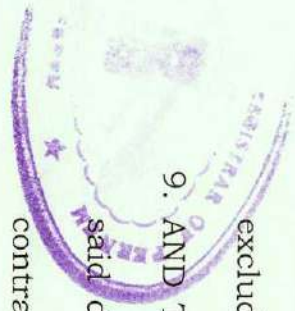
7 AND THAT the "VENDORS" shall today on the date of execution of the present AGREEMENT FOR DEVELOPMENT AND SALE, shall also execute a Irrevocable General Power of Attorney in favour the "PURCHASER/ DEVELOPERS" and/or his nominee or nominees, or any other person/s authorized by the "PURCHASERS/ DEVELOPERS" as their competent Attorney, authorizing them on behalf of the "VENDORS", in respect of the 'SAID PLOT' granting various powers contemplated in this Agreement and/or proper and effective performance of rights and obligations contained in this

Shankar

<i>Shankar</i>	<i>Shankar</i>	<i>Shankar</i>
Mr. Sham Phadte @ Shyam Phadte	Mrs. Shalaka Phadte	Mr. Anmol Vadiyar

Agreement and for its development and sale of the 'SAID PLOT' and at the cost and expense of the "PURCHASERS/ DEVELOPERS" to perform all lawful acts, deeds, matters and things pertaining to the development of the 'SAID PLOT' and for the purpose to approach the authorities concerned for availing of the required permissions/sanctions/licences and to sign all letters, applications, agreements, documents, affidavits and such other papers containing true facts and correct particulars as may from time to time be required in this behalf .

8. AND THAT the "PURCHASERS/DEVELOPERS" shall construct and complete the construction and 'CONSTRUCTED BUILD UP AREA' to be handed over to the "VENDORS" within a period of 38 months from the date of approval of the final No Objection Certificate for the entire construction in the 'SAID PLOT' any period of time taken for the purpose of perfecting the title of the 'SAID PLOT' be excluded from the 38 month stipulated herein above.



9. AND THAT the "PURCHASERS/DEVELOPERS" may carry out the said development in the 'SAID PLOT' either by itself or through contractors/ Sub-Contractors of their choice but the responsibility thereto shall at all time and in all circumstances be that of the "DEVELOPER/PURCHASERS" to complete the construction in the 'SAID PLOT' within stipulated time.

10. AND THAT the "VENDORS", admits that for the purpose of construction and development in the 'SAID PLOT' the "DEVELOPER/PURCHASERS" need to apply for necessary approvals/ permission/agreements/ NOC and construction plan and license by using the available FAR, with different government

		
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authorities and departments and for this purpose and hence the schedule of handing over the "CONSTRUCTED BUILD UP AREA" shall be calculated after the final No Objection Certificate for construction is issued by the concern government authorities in respect in the 'SAID PLOT' to the "DEVELOPER/PURCHASER".




11. AND THAT the "VENDORS" shall indemnify the "DEVELOPER/PURCHASERS" against all and every person or persons claiming and demanding any right, title or interest in the "SAID PLOT" or any part thereof through the "VENDORS" or any other person or persons as the co-owners along with the "VENDORS".

12. AND THAT further in the event of encroachment or interference by the third party or any person/s of the adjacent properties or any other encumbrance pertaining to the 'SAID PLOT' or any person claiming to have share in the 'SAID PLOT' during the subsistence of this agreement, the "VENDORS" undertake to clear any such defect or interference at their own cost.

13. AND THAT in case at any time hereafter it is found that any other person or party was a necessary party to the present sale to perfect and validate the same, the "VENDORS" shall at their own costs and expenses get all such deeds or documents executed by such party in the manner as required by the "DEVELOPER/PURCHASERS" in order to perfect the title of the "DEVELOPER/PURCHASERS".

14. AND THAT in case any of the representations made by the "VENDORS" and herein set out are found to be incorrect in any manner, of the title of the "VENDORS" is found to be defective or

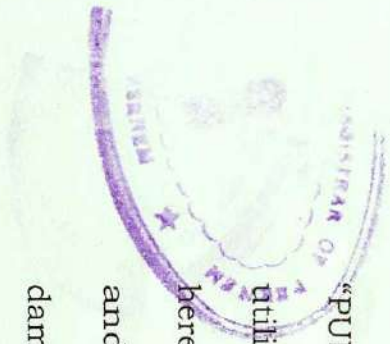


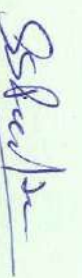
		
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imperfect in any respect and if the "DEVELOPER/PURCHASERS" suffer any inconveniences or losses as a result thereof the "VENDORS" shall indemnify and agree and undertake to indemnify and compensate the "DEVELOPER/PURCHASERS" for all such losses, damages and liabilities whatsoever which the "DEVELOPER/PURCHASERS" may suffer or incur at anytime hereafter.

15. AND THAT further that in case at any time hereafter it is found that the title of the "VENDORS" are defective or that there are any other person or persons entitled to any right, shares or interest in the said constructed structure thereof, or in case any representations on the part of the "VENDORS" are found to be incorrect in any manner, or any litigation challenging the title of the "VENDORS" to the said property or the "SAID PLOT" or any part thereof arise, the "PURCHASERS/DEVELOPERS" shall have the absolute option to call upon the "VENDORS" to refund to the "PURCHASERS/DEVELOPERS" at any time hereafter the amounts utilized by the "PURCHASERS/DEVELOPERS" to the VENDOR hereunder together with interest as per banking rate thereon and further the compensation for the losses, inconvenience or damages suffered by the "PURCHASERS/DEVELOPERS" as a result thereof and the "VENDORS" agree and undertakes to pay such amounts to the "PURCHASERS/DEVELOPERS".

16. AND THAT in case of any defect in the title of the "VENDORS", the "PURCHASERS/DEVELOPERS" is deprived of the "SAID PLOT" or any parts thereof, the "VENDORS" undertake to clear the title in all respects.



		
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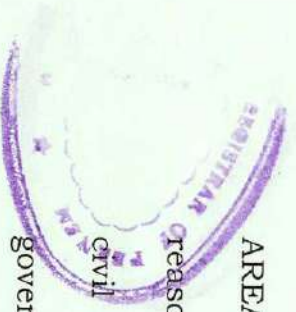


17. AND THAT as soon as the necessary permissions and licenses from the concerned authorities and departments for construction and development in the 'SAID PLOT' is approved and obtained by the "DEVELOPER/PURCHASERS", they will commence the construction work for the proposed development in the 'SAID PLOT'.

18. AND THAT in case the scheme of construction of the building in the developable area of the 'SAID PLOT' is delayed due to any fault attributable to the 'OWNERS/VENDORS' or to the relations created with Third Parties or arising out of any defect in the title over the ownership of the 'SAID PLOT', then the dates fixed for delivery of the 'CONSTRUCTED BUILD UP AREA' shall be extended by such time of delay which may actually occur on account of such litigation or obstruction.

19. AND THAT the "PURCHASERS/DEVELOPERS" shall not incurred any liability if unable to deliver of 'CONSTRUCTED BUILD UP AREA', or if the completion of the construction work is delayed by reasons of non availability of construction material, water, light, civil commotion, risk or at act of god, order, notification of government competing authority or any reason beyond the control of the "PURCHASERS/DEVELOPERS" and the "PURCHASERS/DEVELOPERS" shall be entitled for extension reasonable additional of time for delivery of the 'CONSTRUCTED BUILD UP AREA';

20. AND THAT the "VENDORS" represented to the "PURCHASERS/DEVELOPERS" that the 'SAID PLOT' which is the subject matter of the present AGREEMENT FOR DEVELOPMENT AND SALE is not

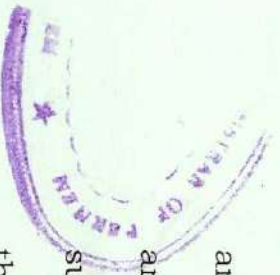


		
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encumbered and that there are no charges, attachments, previous agreements, mortgages, contractual agreements, contracts, collaterals, demands, liens, injunctions, executive demands, etc., presently subsisting against the 'SAID PLOT' and hence they possesses absolute right, title and interest in the 'SAID PLOT' and therefore can deal in whatsoever manner they deem fit and proper.

21. AND THAT the "VENDORS" further declare and confirm that they have not entered into any prior Agreements, Agreement of Sale, Lease, License, or any other arrangements or agreements whatsoever with any other person/s heretofore, in respect of the 'SAID PROPERTY' thereof nor have they done or committed any acts or deeds by virtue whereof they are in any manner precluded from entering into the present transactions with the "PURCHASERS/DEVELOPERS" and further that there are no subsisting prior agreement/s whatsoever, and in case this assurance is found to be incorrect or false in any manner and if any liability for any compensation damages or otherwise howsoever arises thereby at any time, the "VENDORS" shall bear the entire such liability and indemnify the "PURCHASERS/ DEVELOPERS" there from and further also compensate the "PURCHASERS/ DEVELOPERS" for all or any losses whatsoever that may be suffered or incurred by the "PURCHASERS/DEVELOPERS".

22. AND THAT the "PURCHASERS/DEVELOPERS" shall have first charge over the 'SAID PLOT' as well as over the 'CONSTRUCTED BUILD UP AREA', toward all the expenditure or loss incurred by "PURCHASER/ DEVELOPERS" due to clearing any defect in title or



		
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discrepancy in boundaries or for any reasons or defect on the 'SAID PLOT'.

23. AND THAT the "VENDORS" shall be liable to execute any document or file any litigation or proceeding as requested by the "PURCHASERS/DEVELOPERS" to perfect the title or clear the documentation request for perfecting the title at the "VENDORS" cost.

24. AND THAT the "PURCHASERS/DEVELOPERS" shall administer requisitions to the "VENDORS" as and when required from the date of receipt of such original documents and title deeds as may be required which shall be supplied promptly by the "VENDORS".

25. AND THAT the "VENDORS" shall make out free and marketable title to the 'SAID PLOT' free from all reasonable doubts and encumbrances. The "OWNERS/ VENDORS" shall also furnish copies of all title deeds and documentation of the 'SAID PROPERTY and the SAID PLOT' to the "PURCHASERS/DEVELOPERS" as proof of free and marketable title to the 'SAID PLOT' as per the requirement of the "PURCHASERS/ DEVELOPERS".

26. AND THAT the "PURCHASERS/DEVELOPERS" are entitled to form or constitute a Co-operative Society or ordinary Society or other entity, for the management of the building/buildings/ complex or 'CONSTRUCTED BUILD UP AREA' for maintenance of the buildup premises and the infrastructure in the 'SAID PLOT', such as landscape garden etc. in which case the "VENDORS" shall fully co-operate with the "PURCHASERS/ DEVELOPERS" and other persons acquiring various premises from the share of the "PURCHASERS/DEVELOPERS", to form and get registered such



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Society or entity, including participation in various resolutions, application forms, affidavits, undertakings, etc. The "VENDORS" by themselves and/or through their nominees shall also be liable to bear proportionate share of all expenditure relating to such Society or entity, including registration fees, professional fees, etc. and shall also contribute the maintenance charges/ corpus/society charges etc as may be fixed by such Society or entity at the time of taking over the possession of their built up areas/residential premises. The "VENDORS" by themselves and/or through their nominees shall also be liable to become members of the Society or entity by making proportionate contribution in buying the shares of the said Society or entity.

27. AND THAT the "PURCHASERS/DEVELOPERS" and/or his said nominee/s shall be entitled to a proper conveyance and all other documents of title relating to the 'SAID PLOT' and the "VENDORS" and all other necessary Parties shall make and execute a proper Deed of conveyance and all other necessary documents and papers to complete the title agreed to be conveyed in respect of the 'SAID PLOT' and / or in respect of the proportionate undivided right, title, interest and share in the 'SAID PLOT' and such conveyance shall be in favour of the "PURCHASERS/DEVELOPERS" or its nominee/s including a Co-operative Housing Society, a Limited Company or Association or in favour of the prospective acquirers of built up premises in the building that is proposed to be constructed in the 'SAID PLOT'.

28. AND THAT the "PURCHASERS/DEVELOPERS" shall also be entitled on its own account to agree to allot on ownership basis,

		
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the built up premises in the building or structure to be constructed on the 'SAID PLOT' to the prospective Acquirers/purchasers and to call upon the "VENDORS" to convey the proportionate undivided right, title, interest and share in the 'SAID PLOT' as corresponding to the said built up premises and for that purpose to enter into on its own behalf, risk and responsibility, Agreements or letters of allotment or such other writings or documents in its own name subject to the Clauses of the present Agreement. It is specifically agreed that No Obligation of any nature whatsoever of the "PURCHASERS/ DEVELOPERS" shall be incurred by the "VENDORS" quo the prospective Acquirers of built up premises arranged by the "DEVELOPER/ PURCHASERS" and it shall be the obligation of the "PURCHASERS/DEVELOPERS" alone to comply with and carry out Agreements or letters of allotment, writings and documents with the respective person/persons.

29. AND THAT it is also agreed that the "PURCHASERS/ DEVELOPERS" shall be entitled to receive and retain with them all the money/considerations from the persons for whom the said build up area are constructed and to whom the same are allotted, as the case may be, in the said building/buildings/complex/s proposed to be constructed by the said "PURCHASERS/ DEVELOPERS" on the 'SAID PLOT' and to appropriate the same in such manner as the said "PURCHASERS/DEVELOPERS" may deem fit. All the money/consideration which shall be received by the "PURCHASERS /DEVELOPERS" from such persons shall belong to the "PURCHASERS /DEVELOPERS" and will be received



		
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by them on their own account. The "OWNERS/VENDORS" shall also not be liable or responsible to any such persons so far as the said money/ considerations are concerned either for refund thereof or for any mis-application or non-application thereof or part thereof;

30. AND THAT it is specifically stipulated herein that the "VENDORS" on their part shall not at any time during the pendency of this AGREEMENT FOR DEVELOPMENT AND SALE, correspond or have any dealings with any Third Parties.

31. AND THAT the "VENDORS" have represented to the "PURCHASERS/ DEVELOPERS" that the "OWNERS/VENDORS" or anyone on their behalf have not received any notice for acquisition or requisition of the 'SAID PLOT' or part or portion thereof, not the 'SAID PLOT' is subject to any notice or scheme or notification or proceedings under Land Acquisition Act or Requisition, Administration of Evacue or enemy Properties Act, or any other claims demands, charges, penalties by any statutory authority.

32. AND THAT if during the course of the development, any notice in respect of any acquisition or requisition is issued or served upon the "VENDORS" or if it is found that the 'SAID PLOT' or any part thereof are reserved for any public purpose, the "DEVELOPER/ PURCHASERS" shall have the option of canceling this Agreement and shall be entitled to the value of the compensation awarded towards the improvements made by the "PURCHASERS/ DEVELOPERS" in the 'SAID PLOT' in the course of the development and the "VENDORS" shall be entitled to the compensation awarded towards the value of the land, PROVIDED

		
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ALWAYS that if the "VENDORS" have concealed the fact of any notice having been issued under any of the Acts as aforesaid, the "DEVELOPER/ PURCHASERS" or the new Society or association or Company, as the case may be, shall be entitled to all the costs, charges and expenses incurred by them.

33. AND THAT the "PURCHASERS/DEVELOPERS" shall obtain in his own name or in the name of the "VENDORS" the conversion sanad in respect of the 'SAID PROPERTY' at his own cost.

34. AND THAT the "PURCHASER/DEVELOPERS" upon receipt of requisite occupancy certificate for the 'CONSTRUCTED BUILD UP AREA' shall intimate the "VENDORS" and the "VENDORS" after inspecting the 'CONSTRUCTED BUILD UP AREA' shall take possession of the same within 15 days.

35. AND THAT after notice of intimation to the "OWNERS/ VENDORS" as stated above the said "VENDORS" fail to take possession of the 'CONSTRUCTED BUILD UP AREA', it will be deed fit to have completed the 'CONSTRUCTED BUILD UP AREA' in accordance with the agreement and the "PURCHASERS/DEVELOPERS" shall be not responsible in any manner if "VENDORS" delay in taking the possession.

36. AND THAT after the possession of the 'CONSTRUCTED BUILD UP AREA' is handed over to the "VENDORS" if any additions and/or alterations on or relating to CONSTRUCTED BUILD UP AREA' are thereafter required to be carried out by the 'Government, Panchayat or any statutory authority, the same shall be carried out by cost of the "VENDORS".



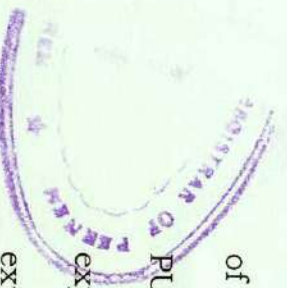
		
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37. AND THAT the "VENDORS" shall at the request of the "PURCHASERS/DEVELOPERS" or any of its representatives, sign, execute, verify, all such applications, as may be necessary, including petitions, drawings, letters, plans, prescribed forms which may in the opinion of the "PURCHASERS/DEVELOPERS" be necessary for the purpose of giving effect to this Agreement.

38. AND THAT the save and except in respect of the 'CONSTRUCTED BUILD UP AREA' to be allotted to the "VENDORS", the "VENDORS" shall have no claim whatsoever on any part or which will remain the properties of the proposed Limited Company or Co-operative Society or Association as the case may be over the 'SAID PLOT'.

39. AND THAT all costs, charges and expenses in connection with the formation of the Co-operative Society or Limited Company or Association as well as the costs of preparing, engrossing, stamping and registering all the agreements, conveyances, transfers and approving all such documents shall be borne by the Society or Limited Company or proportionately by all the Acquirers / Holders of the built up premises in the said building. The "DEVELOPER/PURCHASERS" shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the said "VENDORS" shall be paid by them immediately.

40. AND THAT the "VENDORS" specifically agrees and give their consent/NOC to any bank or financial institution, for the "PURCHASERS/ DEVELOPERS" or their nominees to secure loan from any bank or financial institution on the 'SAID PLOT' or any



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<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Mr. Sham Phadte @ Shyam Padte	Mrs. Shaleka Phadte	Mr. Anol Vadiyar

part thereof or over the built up area by mortgaging the 'SAID PLOT' and without making the "VENDORS" liable for the same.

41. AND THAT the both the Parties hereto agree that the compliance of the terms of this Agreement shall be subject to unforeseen events beyond the control of the "DEVELOPER/ PURCHASERS" including Force Majeur.

42. AND THAT "VENDORS" have further represented no attachment or notice/s from the Central or State Government or any other local body or authority under any Act, or Scheme or Legislative Enactment, Government Ordinance, Order or Notification including Notice/ Proceedings for Acquisition/Requisition had/has been received by/or served upon the "VENDORS" and that the 'SAID PLOT' or any part thereof, is not subject to any attachment or recovery proceedings under the Income Tax Act, or any other act or statute, law or regulation.



43. AND THAT the "PURCHASERS/DEVELOPERS" may construct and allot the built up premises or amenities in the constructed building proposed to be constructed in the 'SAID PLOT' in accordance with this Agreement, (other than the 'CONSTRUCTED BUILD UP AREA' that is agreed to be allotted to the "VENDORS" described in the schedule II) to any prospective Acquirers and for that purpose to enter into Agreements in its own name and for its own account. The "VENDORS" shall incur no obligation on account, vis-à-vis the Acquirers of the premises of any nature whatever. AND THAT the "DEVELOPER/ PURCHASERS" shall be entitle to raise boards/sign board on the site and give publicity in any other manner to the development undertaken in the 'SAID PLOT' and further to

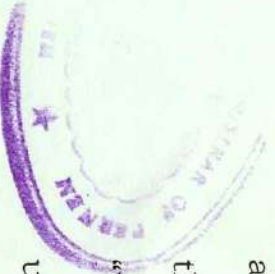
		
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advertise the proposed building Scheme for the development of the
'SAID PLOT'.

44. AND THAT during the subsistence of this AGREEMENT FOR DEVELOPMENT AND SALE, the "VENDORS" undertakes not do any act, deed, matter or thing which shall constitute a breach of the terms and conditions herein or of the Agreement or of the approvals/permissions granted by the Village Panchayat, NGPDA, and/or the Planning and Development Authority or other Planning Authorities or any Governmental or statutory Authority or of the Society in respect of the said development.

45. AND THAT the "VENDORS" shall not be responsible for any contract made or to be made by the "PURCHASERS/ DEVELOPERS" with any third party for the supply of materials, labour or for any other purpose, nor shall the "VENDORS" be responsible for any contract, the "PURCHASERS/ DEVELOPERS" may have with any prospective Acquirers of built up premises, as all such contracts shall be at the entire risk and responsibility of the "PURCHASERS/DEVELOPERS" and the obligation of the "VENDORS" shall be limited to transfer the proportionate undivided right, title, interest and share over the land to such prospective Acquirers/purchasers of built up premises.

46. AND THAT the said "VENDORS" by themselves and/or through their nominees shall also be liable to pay to the "PURCHASER/ DEVELOPERS", the charges of first house-tax to be paid at the time of obtaining the Occupancy Certificate to the local authority as well as the security deposit and connection charges regarding the electrical connections and common water connections and also



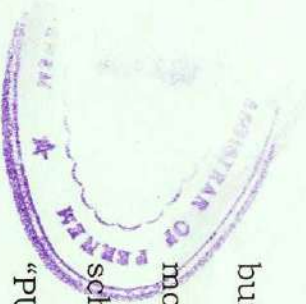
		
Mr. Shyam Phadte @ Shyam Phadte	Mrs. Shalaka Phadte	Mr. Anil Vadiyar




infrastructure tax, service tax as applicable and any other taxes and levies imposed by the concerned authorities to the 'CONSTRUCTED BUILD UP AREA' to be constructed and allotted for the "VENDORS".

47. AND THAT the "VENDORS" shall at the request and demand of the "PURCHASER/DEVELOPERS" shall make and execute a proper Deed of Conveyance and all other necessary documents and papers to complete the title agreed to be given in respect of the 'SAID PLOT' and such Conveyance shall be in favour of the "PURCHASER/DEVELOPERS" or his nominee or nominees including a Co-operative Housing Society, Limited Company or condominium. The "PURCHASER/DEVELOPER" shall be entitled to all documents of title relating to the 'SAID PLOT' which will be handed over to the "PURCHASER/DEVELOPER" by the "VENDORS" at the time of execution of the deed of conveyance.

48. AND THAT the "PURCHASERS/DEVELOPERS" will be entitled to alter or modify the approved 'CONSTRUCTED BUILD UP', building/buildings/ complexes plans as they deem fit provided the modifications are within or as per the provisions of approved scheme laid down by the Competent Authority. The "PURCHASERS/ DEVELOPERS" shall pay all the fees of the Architects, and R.C.C. Consultants appointed by them for the development of this project.

49. AND THAT the "PURCHASER/DEVELOPERS" shall in the course of erection and completion of the said buildings do all lawful acts and things required by and perform the works in conformity in all respects with the provisions of the statutes applicable thereto.



		
Mr. Shyam Phadte @ Shyam Padte	Mrs. Shalaka Phadte	Mr. Anmol Vadiyar

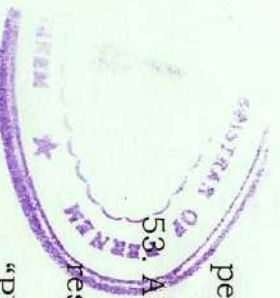
50. AND THAT the entire consideration toward the development of the AGREEMENT FOR DEVELOPMENT AND SALE, in respect of the 'SAID PLOT' is paid/transfer by the "PURCHASERS/DEVELOPERS" to the "OWNERS/VENDOS" in nature of kind by way of 'CONSTRUCTED BUILD UP AREA' and no cash consideration or trisection is paid/transfer in respect of the present AGREEMENT FOR DEVELOPMENT AND SALE, and hence no TDS is liable to be deducted in respect of the same.




51. AND THAT this AGREEMENT FOR DEVELOPMENT AND SALE, shall be specifically performed by all the parties, neither party shall have any right to terminate this contract. The "PURCHASER/DEVELOPERS" shall be entitled transfer its development rights to any third person after informing the "VENDORS" to which the "VENDORS" shall have no objection of whatsoever and the consideration payable to the "VENDORS" then shall be liable to be paid by the PURCHASER/DEVELOPER transferee.

52. AND THAT each party to the contract shall be entitled for specific performance of contract.

53. AND THAT the stamp duty and registration charges, if any, in respect hereof shall be borne and paid by the "PURCHASER/DEVELOPERS" in respect of the present AGREEMENT FOR DEVELOPMENT AND SALE, unless and the Deed of Sale to be executed in his favour of "PURCHASER/DEVELOPERS".

54. AND THAT in the event any dispute or difference arises between the parties hereto in respect of these presents AGREEMENT FOR DEVELOPMENT AND SALE, and/or the carrying out of terms,

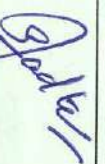




		
Mr. Shyam Phadte @ Shyam Fadte	Mrs. Shalata Phadte	Mr. Anol Vadiyar



provisions and conditions hereof, and/or the interpretation of terms and provisions of these presents, the parties hereto shall firstly endeavour to personally resolve such disputes or differences in an amicable manner within thirty (30) days from the date that one of the parties hereto has first notified (in writing) to the other party hereto of the existence of such disputes or differences and called upon the other party hereto to hold discussions/dialogues for resolving the same. In the event such disputes or differences are not resolved within the period of thirty (30) days, the "DEVELOPERS/ PURCHASERS" hereto shall appoint a sole arbitrator. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory modification, or re-enactment thereof, or any new statute in force replacing the Arbitration and Conciliation Act, 1996, from time to time). The arbitration proceedings shall be held at GOA and the language of the proceedings shall be English. The Arbitrator/s shall have summary powers and be entitled to give interim directions and awards from time to time. The award/s of the Arbitrator/s shall be reasoned and given in writing and shall be final and binding upon the parties hereto.

55. AND THAT the all letters and/or notices sent or issued by the "DEVELOPERS/PURCHASERS" to the "OWNERS/VENDORS" and by the "VENDORS" to the "DEVELOPERS/PURCHASERS" shall be sent by Registered Post with acknowledgement due, to their addresses as mentioned in this AGREEMENT FOR DEVELOPMENT AND SALE, unless a change in address is communicated to each

		
Mr. Shyam Phadte @ Shyam Phadte	Mrs. Shalaka Phadte	Mr. Amol Vadiyar

other in writing and in that case the letters and/or notices shall be sent to such changed addresses.

56. AND THAT the "VENDORS" declared that the 'SAID PLOT' does not belong to the community of schedule caste and schedule tribes as per the notification under no. RD/LAND/LRC/318/77 dated 21/08/1978.

57. AND THAT the market value of the 'SAID PLOT' to be develop and handed over to the "DEVELOPER/PURCHASER" is valued for Rs. 24,00,000/- (Rupees Twenty Four Lacks only) and the cost of the construction of the said "CONSTRUCTED BUILD UP AREA" to be allotted to the "VENDORS" is valued at 35,28,000/- (Rupees Thirty Five Lacks Twenty Eight Thousand Only) and hence for the purpose of stamp duty the present Agreement For Development And Sale the is together/jointly valued at Rs. 59,28,000/- (Rupees Fifty Nine Lakhs Twenty Eight Thousands only) and typed on the stamp paper of Rs. 1,78,000/- as the stamp duties in respect of this transfer.

58. The 'SAID PLOT' is shown in colour RED hatched lines in the plan annexed to this deed which plan is signed by the parties herein and shall form an integral part of this AGREEMENT FOR DEVELOPMENT AND SALE.

59. AND WHEREAS in view of amendment to the Goa Town and Country Planning Act 2007 which came on force from 22/03/2018 and as per said amendment NOC from the Town Planning Department is required for sale of any plot the parties of present deed has obtained said NOC under Ref



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Mr. Sham Phadte @ Shyam Padte	Mrs. Shalaka Phadte	Mr. Anmol Vadiyar

**No.49(6)/TCP/PER/26/2021/222 dt.24/02/2021 for this Deed
and copy of the same is annexed herewith.**

SCHEDULE-I

ALL THAT SAID PROPERTY totally admeasuring area of 9225 Sq. mtrs from the property presently surveyed under Survey No. 108/1 of village Corgao, of and situated at Village Corgao, within jurisdiction of Village Panchayat of Corgao, Taluka Pernem, Sub-District Pernem, District Goa, State of Goa, which is neither inscribed nor described in the Land Registration office of Bardez, at Mapusa nor enrolled in the Land Revenue Office of Pernem, which is herein above referred as said property and presently is bounded as follows.




- On the North:- By property bearing under S.No.108/2 and 110,
- On the South:- By property bearing under S.No.108/4, 5 and 6,
- On the East:-By property bearing under S.No.108/2,
- On the West:- By property bearing under S.No.116/2, and 3

SCHEDULE-II

ALL THAT SAID PLOT totally admeasuring area of 4000 Sq. mtrs being part of the SAID PROPERTY herein above mentioned in the SCHEDULE I, and presently is bounded as follows.

- On the North:- By property bearing under S.No.108/2,
- On the South:- By party 6.00 mts wide road and partly by property bearing under S.No.116/6,
- On the East:- By the property bearing under S.No.108/2
- On the West:- By property bearing under S.No.108/1,



		
Mr. Sham Phadte @ Shyam Fadte	Mrs. Shalaka Phadte	Mr. Anmol Vadiyar

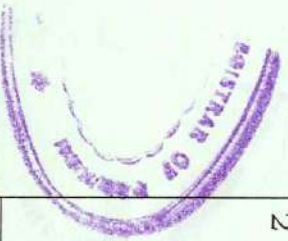


SCHEDULE - III

ALL THAT 'CONSTRUCTED BUILD UP AREA' a multi storied building comprising of all together 28 (Twenty Eight) service apartments having a carpet area of 18 sq. mtrs. each, (18 sq. mtrs, x 28) having total carpet area of 504 sq, mtrs. being the area corresponding to the market value of the SAID PLOT'.

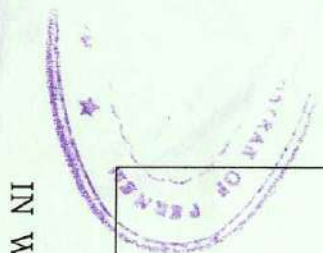
SCHEDULE - IV

Sr. No	Particulars	Description
1	STRUCTURE	The construction shall be of RCC framed structure of column, beams and slab, with masonry work with bricks of 6" thick shall be used.
2	PLASTER	The external plaster will be of sand faced cement plastering and the internal plaster will be of Gypsum plastering
3	FLOORING	The flooring will be of vitrified tiles with dimension of 900 X 900 mm for the rooms and antiskid tile with dimension of 300 X 300 mm for the bathroom flooring and the wall tiles will be of dado with dimension of 900X900 mm, up to feet.



		
Mr. Sham Phadte @ Shyam Phadte		
	Mrs. Shalaka Phadte	Mr. Anmol Vadiyar

4	ELECTRICAL	The installation will be concealed wire with ISI mark of Polycab or equivalent with light switches.
5	PLUMBING	The Soil, waste and water pipes will be partially concealed with APVC or CPVC ISI marks pipes, the sanitary installation will be in of Jaguar or equivalent fitting.
6	DOORS	The flush doors will be provided with decorative lamination along with the frames and the bathroom doors shall be of waterproof.
7	WINDOWS	The windows shall be of power coating aluminum glazed window
8	PAINTING	The external wall be painted with waterproof decorative paints/texture paints as per Architectural destine and the Inertial wall shall be of Plastic or equivalent paint.



IN WITNESS WHEREOF, this AGREEMENT FOR DEVELOPMENT
AND SALE has been executed and signed by the "VENDORS" and
the "PURCHASERS/ DEVELOPERS" in the presence of the
witnesses mentioned herein at the end.










		
Mr. Shyam Phadte @ Shyam Fadte	Mrs. Shalika Phadte	Mr. Amol Vadiyar

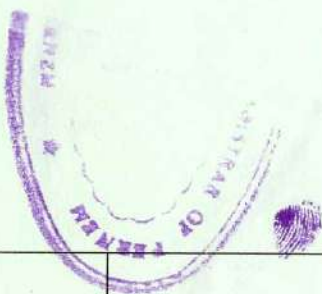




SIGNED AND DELIVERED BY THE WITHINNAMED
THE "VENDOR" NO. 1 MR. SHAM SURYA PHADTE ALIAS
SHYAM SURYA

L.H.F.I. R.H.F.I.



		
Mr. Sham Phadte @ Shyam Padte	Mrs. Shalaka Phadte	Mr. Anol Vadiyar


















SIGNED AND DELIVERED BY THE WITHINNAMED
THE "VENDORS" NO. 2 MRS. SHALAKHA FADTE

L.H.F.I.

R.H.F.I.



		
Mr. Shyam Phadte @ Shyam Fadte	Mrs. Shalaka Phadte	Mr. Anmol Vadiyar





SIGNED AND DELIVERED BY THE WITHINNAMED

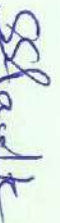

THE "PURCHASERS / DEVELOPERS NO. 1 MR. AMOL VADIYAR

L.H.F.I.

R.H.F.I.



		
Mr. Shyam Phadte @ Shyam Fadte	Mrs. Shalaka Phadte	Mr. Amol Vadiyar



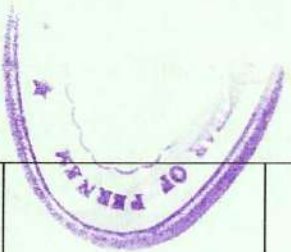
SIGNED AND DELIVERED

UNNAMED

THE "PURCHASERS/DEVELOPERS NO. 2 MRS. DASHMI GAWDE

L.H.F.I.

R.H.F.I.



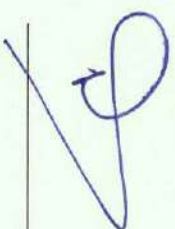
	
	
	
	
	

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Mr. Sham Phadte @ Shyam Phadte	Mrs. Shalaka Phadte	Mr. Anmol Vadiyar

Witness




1. Amar K. Anandekar



2. Kishor U. Raut





		
Mr. Sham Phadte @ Shyam Phadte	Mrs. Shalaka Phadte	Mr. Amol Vadiyar

J. Phadte



Government of Goa
Document Registration Summary 2

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

Print Date & Time : - 14-Oct-2021 12:59:35 pm

Document Serial Number :- 2021-PNM-367

Presented at 12:41:10 pm on 14-Oct-2021 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Pernem along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	172000
2	Registration Fee	177840
3	Processing Fee	1280
Total		351120

Stamp Duty Required :172000/-

Stamp Duty Paid : 177000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	AMOL VADIYAR , Father Name:Marutirao Vadiyar, Age: 44, Marital Status: Married , Gender:Male, Occupation: Business, Address1 - plot no 9 RSN 1505-2 behind new Palace, Mala Kolhapur Maharashtra Presently residing at Vagator Bradez Goa, Address2 - PAN No.:			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	SHAM PHADTE Alias SHYAM FADTE , Father Name:Surya Fadte, Age: 58, Marital Status: Married , Gender:Male, Occupation: Business, H. No. 96, Mazliwado, Revora Bardez Goa, PAN No.:			
2	SHALAKA FADTE , Father Name:Suryakant Gawde, Age: 44, Marital Status: Married , Gender:Female, Occupation: Housewife, H. No. 95A, Mazliwado, Revora Bardez Goa, PAN No.:			
3	AMOL VADIYAR , Father Name:Marutirao Vadiyar, Age: 44, Marital Status: Married , Gender:Male, Occupation: Business, plot no 9 RSN 1505-2 behind new Palace, Mala Kolhapur Maharashtra Presently residing at Vagator Bradez Goa, PAN No.:			
4	DASHMI GAWDE , Father Name:Bhagwan Apa Gad, Age: 35, Marital Status: Married , Gender:Female, Occupation: Business, H.No.456, Gawdewada Corgao Pernem Goa., PAN No.:			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
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Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: AMAR ARONDEKAR ,Age: 31,DOB: ,Mobile: 9765374173 ,Email: ,Occupation:Self Employed , Marital status : Married , Address: 403512, 181/9 VALPEM VIRNODA PERNEM GOA, 181/9 VALPEM VIRNODA PERNEM GOA, Virnora, Pernem, NorthGoa, Goa			
2	Name: KISHOR RAUT ,Age: 51,DOB: ,Mobile: 9923813740 ,Email: ,Occupation:Self Employed , Marital status : Married , Address: 403503, 1167 POIRA MAYEM ASSNORA BICHOLIM GOA, 1167 POIRA MAYEM ASSNORA BICHOLIM GOA, Maem, Bicholim, NorthGoa, Goa			

Sub Registrar

GOB - REGISTRAR
PERNEM

Document Serial Number :- 2021-PNM-367



Document Serial No:-2021-PNM-367

Book :- 1 Document

Registration Number :- **PNM-1-357-2021**

Date : 18-Oct-2021

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

**OFFICE OF THE
CIVIL REGISTRAR-CUM-SUB REGISTRAR
PERNEM**

