

For CITIZEN CREDIT™
CO-OP. BANK LTD.

[Signature]
Authorized Signatory

(Rupees One Thousand Only)

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

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

भारत 26275
145934



NON JUDICIAL गोंया
JUL 02 2020

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Rs.0001000/- PB7147

INDIA

STAMP DUTY

GOA

Name of Purchaser SHRUTIKA SHAM SHETTYE



AGREEMENT FOR DEVELOPMENT AND SALE

THIS AGREEMENT FOR DEVELOPMENT AND SALE is made on
this 2nd day of July, 2020 at Porvorim Mapusa Bardez Goa.

[Signature]

[Signature]

[Signature]

BETWEEN

1) M/s. SHETYE BUILDERS AND DEVELOPERS, A sole Proprietorship firm , through it's Proprietor MRS. SHRUTIKA SHAM SHETYE, wife of Mr. Sham Anant Shetye, 45 years of age, married, occupation business, Indian National, PAN No. [REDACTED] Adhar Card No. [REDACTED] residing at H.No.1834/1, Samruddhi Sanskruti Bungalow, Near Goa Assembly, Complex, Alto -Porvorim, Bardez Goa, hereinafter referred to as hereinafter referred to as the "THE OWNER ", (which expression shall be deemed to include their heirs, legal representatives, nominees, executors, successors, assignees, administrators and/or representatives) OF THE FIRST PART;



AND

1) M/s. AAI INFRASTRUCTURES, a partnership firm having its registered Office at Mumbai and Holding PAN Card No. [REDACTED] duly represented by its authorized partner i. MR. NARASU BHARAMU PATIL, son of son of Bharamu Patil, age 49 years, married, business, Indian National, holder of PAN Card No. [REDACTED]

(ii) MR.BRAMHANAND NARASU PATIL, son of Narasu Patil, age 24 years, Indian National, holder of PAN Card No. [REDACTED] business, both residents of B-5, Room No.7 Vasundhara Co. Housing Society Navghar, Navi Mumbai,-

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400707, presently residing at house bearing No.V.P 704/3-C, situated at Brittos wado, Parra, Bardez-Goa hereinafter referred to as the "THE DEVELOPER/BUILDER", (which expression shall be deemed to include its and their heirs, legal representatives, nominees, executors, successors, assignees, administrators and/or representatives) OF THE SECOND PART;



AND WHEREAS there exists an immovable property known as "KANTURLI" admeasuring an area of 2000 Sq.mtrs. alongwith the house therein bearing house No. 997 situated at Tivim , within the limits of village Panchayat of Tivim, Taluka and Registration Sub district of Bardez, District North Goa, State of Goa, under Survey No. 148/23 of Village Tivim, neither registered in the land registration nor enrolled in the taluka revenue office, which property is more particularly described in Schedule I herein after written and herein after referred to as the Said Property.

AND WHEREAS the said property originally belongs to Mr. Luis Xavier Paixao Viegas.

AND WHEREAS the said Mr. Luis Xavier Paixao Viegas died on 06-09-1954, and after death of the said Mr. Luis Xavier Paixao Viegas his wife Mrs. Angelina Catarina Viegas gifted the said property by a Deed of Gift dated 26/7/1996 registered under the number 800 book 1 volume 120 in the office of the sub registrar of the Bicholim gifts

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the said property to her son Mr. Minguel Francisco Jose Viegas alias Shani and his wife Loraine Esmerlda Viegas.

AND WHEREAS a rectification Deed was entered into dated 13/2/2003 of the Declaration and the same was done by the legal heirs of Angelina Caterina Viegas and the survey number was confirmed as 148/23 in place of 150/23.



AND WHEREAS on 02-04-1996, Smt Bemvinda Viegas with her child Miss Marina Viegas and Mrs. Sheila Viegas D'Souza with her husband Mr. Cyril D'souza relinquished the right of inheritance of Late Luis Xavier Paixao Viegas by a Deed of Relinquishment which is drawn in the office of notary Ex-Officio -Sub-Registrar of Ilhas under Book No. 654 at pages 86v to 87v of Notarial Deeds dated 2-4-1996.

AND WHEREAS an Inventory Proceeding was initiated by Mrs Fatima Maria D'sa under the Inventory petition no 26/2000/Aon the death of one Domnic Xavier Francis Conceicao Dias and Ruby Dias in the Court of the Civil Judge Senior Division at Bicholim Goa in which the property was listed bearing survey no 148/23 allotted the same to Veronica D'Souza married to Anthony D'Souza.

AND WHEREAS Mr. Minguel Francisco Jose Viegas filed a suit bearing No. 16/05/C, against the Anthony D'souza and Veronica D'Souza in which the parties settled the matter and filed the consent

Sub-Registrar
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terms dated 22 September 2005 , deciding that 150/23 shall be in the name of Veronica and 148/23 shall be in the name of Minguel Francisca Jose Viegas.

AND WHEREAS on 05-06-2006 said Lorina E. Viegas Died.

AND WHEREAS the inventory proceedings was initiated bearing no.4/2017/C before the Civil judge senior Division at Bicholim Goa and by order of Homologation dated 15-04-2017 in the said inventory proceedings 4/2017/C that the said property listed under item No. I is allotted to Mr. Minguel Francisco Jose Viegas alias Michael Francis Joseph alias Shani.



AND WHEREAS the OWNER herein has purchased the said property alongwith the house therein from the said Mr. Minguel Francisco Jose Viegas alias Michael Francis Joseph alias Shanithe by Deed of sale dated 08/05/2018, registered before the sub Registrar of Bardez under No. BRZ-BK1-02303-2018 dated 29/05/2018.

AND WHEREAS the name of the said M/S. SHETYE BUILDERS AND DEVELOPERS appearing in the occupants column of the Forms I and XIV .

Shetye Builders

AND WHEREAS the said property is already converted vide Conversion Sanand bearing No. 4/49/CNV/AC-III/2018/482 dated 9/05/2018

AND WHEREAS the party of the first part has already obtain the construction license bearing No.VP/TIV/BAR/F./2018-19/1497 dated 02/11/2018. After obtaining permissions from TCP bearing technical clearance certificate TPB/4181/TIV/TCP/18/3972 dated 26/09/2018, heath NOC No. PHC Colvale/NOC/2018-19/983 dated. 09/10/2018.

And has also obtain the Rera permission bearing No. PRGO05190795.



AND WHEREAS the party of the first part has already started project "SAMRUDDHI GALAXY" in the said property consists of Block A 8 flats of 3Bhk , Block B 4 flat of 2Bhk and 4 flats of 3Bhk , Block c and Block one bungalow each.

AND WHERAS the party of the second part is a developer, presently doing development in the state of Maharashtra under the name and style M/s. AAI INFRASTRUCTURES BUILDERS & DEVELOPERS. And desirous of starting a business of construction and development in the state of Goa. As such approach the party of the first part the owner herein and requested to construct developed and complete the said project in the name of Sai Samruddhi Galaxy.


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AND WHEREAS the OWENR herein has accepted the request of the DEVELOPER/BUILDER to develop and sale the said project on joint venture basis.

AND WHEREAS parties to this agreement desirous to developing said property, admeasuring an area of 2000 sq.mts., on joint venture basis in ration of 45:55 (slightly defer)

AND WHEREAS the DEVELOPER /builder has paid today sum of pay Rs. 20,00,000/- (Rupees Twenty Lakh only) by Bank cheque bearing No. 200235 dated 02.07.2020, drawn on G.S. Mahanagar Co-Operative Bank, Uran, Navi, Mumbai Branch, for the construction done by the owner in the said property and has agreed to develop and complete the said project in all respect within a period of 18 months from the date of signing this agreement.

AND WHEREAS the party of the First Part has agreed to allow the party of the Second Part to develop the said property on the joint venture Basis and the Second Party has agreed to pay consideration partly in cash and partly kind to the First Party as per Schedule of payment Annexure I to this Agreement on the terms and conditions mentioned herein below.

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

1. That the First Party shall allow the Second Party to develop the said settlement portion of land admeasuring 2000 sq. mts., the same being more fully described in the Schedule II herein under written and marked in red in the Plan annexed hereto, which plot forms the part and parcel of the entire house property known as "KANTURLI" admeasuring an area of 2000 Sq.mtrs. alongwith the house therein bearing house No. 997 situated at Tivim , within the limits of village Panchayat of Tivim, Taluka and Registration Sub district of Bardez, District North Goa, State of Goa, under Survey No. 148/23 of Village Tivim, neither registered in the land registration nor enrolled in the taluka revenue office, which property is more particularly described in Schedule I herein after written and herein after referred to as the Said Property, by constructing thereon buildings comprising of Bungalow/Duplex, Villas/Flats and/or Apartments as per approved plan and on behalf of and at the cost of the Party of the Second Part.
2. That both the parties herein has agreed to do the said joint venture in the ratio of 45:55 i.e. 45 to the owner and 55% to the developer/builder.



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3. That the developer/builder has Paid sum of Rs. 20,00,000/- (Rupees Twenty Lakh only) by Bank cheque bearing No. 200235 dated 02.07.2020, drawn on G.S. Mahanagar Co-Operative Bank, Uran, Navi, Mumbai Branch towards the part construction done by the owner in the said property.

4. That the developer/builder in consideration of the said joint development agrees to complete and hand over the block B consist of i. 4Nos. 2bhk Flat admeasuring 100 sq.mrts each ii. 4 Nos. 3BK consist of 130 sqmtrs each and D bungalow admeasuring an area of 250 sqmtrs. Of build up area.

5. That the owner herein has permitted the developer/builder retained or sale the Block A consist of i. 8 Nos. 3BK consist of 130 sqmtrs each and C bungalow admeasuring an area of 250 sqmtrs. Of build up area.

6. That the name of the said project Scheme shall be known as "" SAI SAMRUDDHI GALAXY" .

7. On the execution of this Agreement, the Owners shall grant to the Developers licence to enter upon the said property as per licensees only for enabling them to develop the said property subject to the payment of the part consideration amount to the Owners as set out hereinabove, That the Second Party shall be entitled to float the

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scheme for construction of building/flats/premises as per approved plan in the said property agreed to be developed which shall be at the cost of the second Party.

8. The Second Party shall be also entitled to advertise such scheme on the newspapers and/or through any other media and enter into any Agreement/s with any person whomsoever.

9. That the Second Party shall be entitled to apply building licences and permits, their renewals, extension required for a proposed building in the said plot from any department of Government, Semi Government or Quasi Government, Agency authority, Revenue Court inclusive of local authority Village Panchayat in the name of the owners.

10. That the First Party have delivered to the Second Party all the documents pertaining to the titles of the said plot and the Second Party have investigated into the title of the First Party however, in spite of the above there is any defect in the title of the First Party the same shall be cleared by the First Party.

11. That the party of the first part has authorized its representative Mr. Sham Shetye to sign all the documents for obtaining construction license, approvals , permission, and to negotiate, sell, transfer, execute any documents in respect of the prospective sell of the flat/apartments/shop and bungalow and also to represent the party of the first part with any person/ individual, Government offices , village



Panchayat or with any organization and executed the power of attorney .

12. That if any other dispute arising from the contract between the Second party and prospective Purchaser of the unit, the liability shall be solely of the Second Party including any other liability arising from violation of any building laws, any authorities from Town and Country Planning PDA, any violation of Land Revenue Code, any violation of Building licenses, permission or any laws, rules and regulations relating to the building and construction activities.

13. That the First Party warrant the Second Party that they have not entered into any similar agreement with any Third Party as regards the said plot agreed to be developed nor have created any financial encumbrances on the said plot.

14. That the party of the first part hereby declare that the said plot of land which is granted for the development in not subject matter of any land acquisition.

15. All the expenses for obtaining licenses from PDA, TCP, Panchayat, renewal of Conversion fees has paid by the party of the first part however any further charges to be paid for renewal and revise of licenses and approvals, Architectural, Engineering Fees, Stamp Duty, Legal Fees, Registration Fees and for obtaining occupancy certificate

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technical clearance shall be borne and paid by the Second Party hence forth.

16. That in case if the F.A.R. of the said plot is increased the terms and condition of the agreement shall remain the same for the additional area.

17. That party of the first part has authorized the party of the second part to sale with prospective purchaser and in case wherever need both the parties herein are aggress to sign all the Agreement with the prospective Purchaser Jointly.


18. That the party of the second part agrees to complete the said Scheme project shall be known as "SAI SAMRUDDHI GALAXY " with in a period of 18 months years from the date signing this agreement and incase if the developer fails to do so and 18% interest shall be liable to be paid .

19. That the said plot of land is free from all kinds of encumbrances such as prior sales, gift, mortgage, dispute, litigation acquisition, requisition, attachment, in the decree of any Court , lien Court injection notice, claims demands will , trust exchange, lease , loan surely , security, stay order, prior agreement to sell etc.

20. That the owner is in exclusive possession of the said plot of land and no other party or person has any right , title interest or share thereon.

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21. That the said plot of land is not subject matter of any minor.
22. That there are no reservation affecting the said plot of land and the said plot of land falls within the settlement zone and there are no impediments in carrying out construction thereon.
23. That the owner hereby authorize the developer builder to obtain the water and electricity connection in its name and shall also sign all such required documents to obtain the such permissions.
24. That the owners hereby agrees to keep available all the original document of the said plot of land for the inspection of the builder or to its nominee with Mr. SHAM HETYE.
25. That the second party herein have promised and guarantee that the said project shall be completed within in period of 18 months and handover to the part of the first part with all respect including occupancy certificate swimming pool, main gate, electricity connection and water connection, speptic and soakpit, lifts, transformer, society, garden and development of common area.
26. If the Developer/Builder is unable to complete the project by the period as aforesaid, if the said completion of the construction of the said project is delayed on account of force majeure, civil commotion, war or by reason of any notice, order, rule, notification of the Government


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or any other public or local authority or the Court of law or Tribunal or the non-grant of occupancy certificate by the local authority, act of God such as Earth quake, Cyclones, heavy rainfall, pandemic such as Covid-19, unavailability of raw material or defect in the title of the owner, then in such events the time to complete the construction of project shall be extended with mutual understanding of both the parties .

27. That the owner nor the builder hereby undertakes not to encumber the said property.

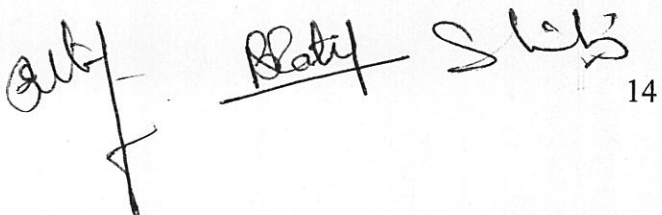
28. All the Parties to this Agreement are entitled for specific performance of the terms and conditions and provisions of this agreement.

29. It is hereby agreed that the time is the essence of this contract.

30. That the parties to this Deed are not Belongings to the SC or ST Community and that "The vendors and the Purchaser hereby declare that the property in transaction does not belongs to Schedule Caste/Schedule Tribes pursuant to the Notification No. RD/LAND/LRC/77 dated 21.08.1978."

SCHEDULE

All that Property known as " KANTURLI" admeasuring an area of 2000 Sq.mtrs. alongwith the house therein bearing house No. 997 situated at Tivim , within the limits of village panchayat of Tivim, Taluka and Registration Sub district of Bardez, District North Goa, State of Goa,


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under Survey No. 148/23 of Village Tivim, neither registered in the land registration nor enrolled in the taluka revenue office.

The said property is bounded as under:

SOUTH: Road

EAST: Lane

WEST: Road

NORTH: Lane

SCHEDULE II



* SAI SAMRUDDHI GALAXY" to be said property consists of Block A 8 flats of 3Bhk admeasuring 130 sqmtrs each of build up area , Block B 4 flat of 2Bhk 100 sqmtrs each of build up area and 4 flats of 3Bhk 130 sq mtrs each of build up area , Block c and Block one bungalow 250 sq.mtrs each

AMENITIES

Car Parking

Landscape Garden

Children Play Area

Swimming Pool

ELECTRICAL with transformer

Water supply

Security room.

Main design gate

Development of common area

SCHEDULE - IV

Handwritten signatures and initials: "Raj" and "Raj" with a flourish.

STANDARD SPECIFICATIONS AND DESCRIPTION

1. STRUCTURE:

It. Is a R.C.C. (Reinforced Cement Concrete) framed structure of columns, beams and slabs with good quality of steel and M25 concrete .

2. MASONARY and PLASTER:-

The Red stone and bricks masonry and external plaster will be double coat and faced cement plaster. The internal plaster will be in single coat of cement mortar after nail fixing and shall be finished with POP and after proper curing .



3. FLOORING AND WALL TILES :-

The floors WILL BE OF Vitrified double charge tiles with matching skirting 60x60 for floor and 60/30 for wall of nitco/kajari/somani,

4. INTERNAL DÉCOR:

The walls will be painted with Acrylic royal .

5. EXTERNAL DÉCOR :

External walls will be painted with Combination of Stone /Texture Paint Finish /Glass , tiles for the roof and as per elevation provided by the owner .

6. ELECTRICAL INSTALLATION:

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[Signature] [Signature] [Signature]

All wiring shall be in best quality copper wire concealed in walls and slabs with MCB and the AC TV point in each room including lining room.



7. DOORS, video door, plumbing, sanitary, electrical fittings, lift, and all other common development shall be as per the joint discussion however it should be of good quality which the owner regularly using for its earlier project Samruddhi Lifestyle at Porvorim.

8. GENERAL:

DEVELOPER shall obtain his electric and water connection from the respective Government Department.

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IN WITNESS WHEREOF both the Parties hereto have subscribed and affixed their respective signature to this Agreement at Mapusa Bardez - Goa , on the day, month and the Year hereinabove first.



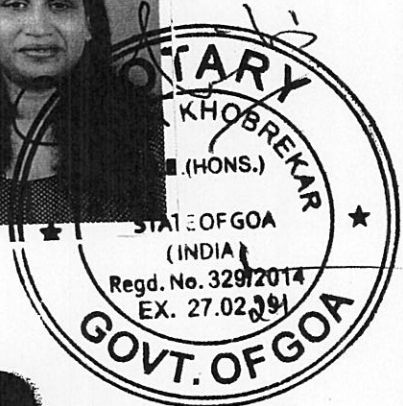
SIGNED AND DELIVERED BY
THE WITHIN-NAMED PARTIES OF THE FIRST PART
THE OWNER

M/s. SHETYE BUILDERS AND DEVELOPERS, through it's
Proprietor MRS. **SHRUTIKA SHAM SHETYE,**

M/s SHETYE BUILDERS & DEVELOPERS

PROPRIETOR

PAN card No [REDACTED]



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(Impressions of the left hand finger tips)

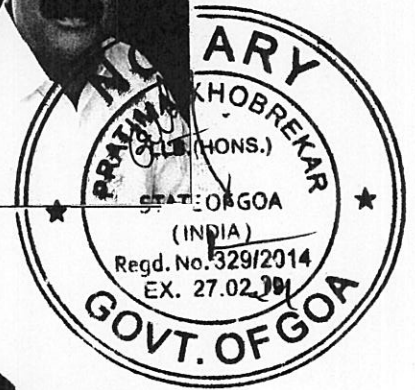
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SIGNED AND DELIVERED BY
THE WITHIN-NAMED PARTIES OF THE SECOND
PART/DEVELOPER /BUILDER:

i. Ms. AAI INFRASTRUCTURES, through its partners



MR. NARASU BHARAMU PATIL,



[PAN Card NO. ]



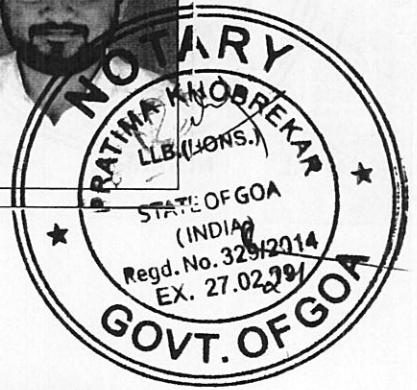
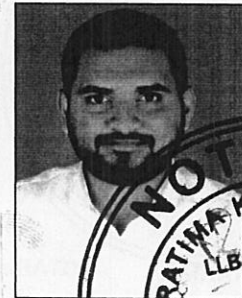
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Handwritten signatures:
Narasu Bharamu Patil S. V. S.

(ii) MR. BRAMHANAND NARASU PATIL



Patil
PAN card No. [REDACTED]



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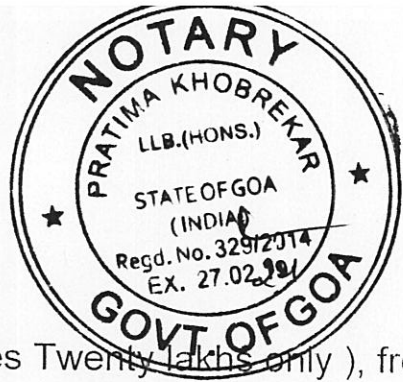
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In the presence of:

1. Mr. Minesh Kandolkar

2. Mr. Vivek Gokhale

Patil *Patil* *Patil*



RECEIPT

Received a sum of Rs.20,00,000/- (Rupees Twenty lakhs only), from AAI INFRASTRUCTURES BUILDERS & DEVELOPERS, a company having its registered Office at Mumbai and Holding PAN Card No. [REDACTED], duly represented by its authorized partner MR. NARASU BHARAMU PATIL, MR. BRAMHANAND NARASU PATIL, both residents of B-5, Room No.7 Vasundhara Co. Housing Society Navghar, Navi Mumbai,- 400707, presently residing at house bearing No.V.P 704/3-C, situated at Brittos wado, Parra, Bardez-Goa by Bank cheque bearing No. 200235 dated 02.07.2020, drawn on G.S. Mahanagar Co-Operative Bank, Uran, Navi, Mumbai Branch, for the construction done by the owner in the Property known as " KANTURLI" admeasuring an area of 2000 Sq.mtrs. alongwith the house therein bearing house No. 997 situated at Tivim , within the limits of village panchayat of Tivim, Taluka and Registration Sub district of Bardez, District North Goa, State of Goa, under Survey No. 148/23 of Village Tivim, neither registered in the land registration nor enrolled in the taluka revenue office and has agreed to develop and complete the said project in all respect within a period of 18 months from the date of signing this agreement.

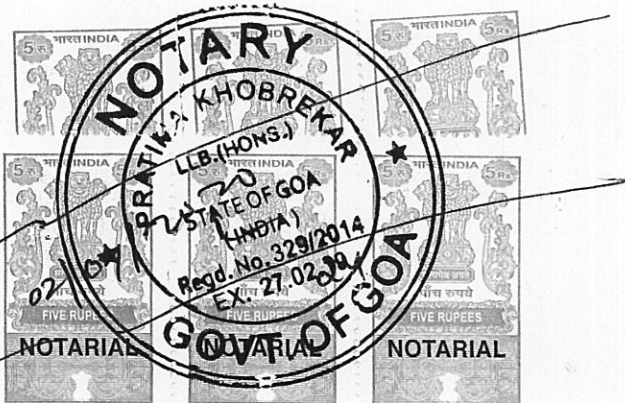
Mapusa,

Date :02.07.2020

Identified by
PAN card NO. [REDACTED]



M/s. SHETYE BUILDERS AND DEVELOPERS, A sole Proprietorship firm , through it's Proprietor MRS.SHRUTIKA SHAM SHETYE,



I hereby attest the above
Signature of Mrs. Shrutika Shetye
Reg. No. 513/2020 dt. 02/07/2020

Pratima Khobrekar
02/07/2020
PRATIMA KHOBREKAR
LLB.(HONS.)
NOTARY
STATE OF GOA