

(Rupees Sixty three thousand Eight hundred only)

For **CITIZENCREDIT™**
CO-OP. BANK LTD.

Authorised Signatory

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

भारत 02540

NON JUDICIAL गोंय

149932

AUG 05 2013



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

Rs.0063800/- PB7147

सत्यमेव जयते

INDIA

STAMP DUTY

GOA

Name of Purchaser MRS LEENA D'SOUZA



AGREEMENT FOR DEVELOPMENT CUM
SALE

..2/-

THIS AGREEMENT FOR DEVELOPMENT cum SALE
made on this 08th day of August, 2013,

B E T W E E N

MR. DENNIS SEQUEIRA, son of Luis Sequeira, aged 37 years, bachelor, service, having PAN Card No. [REDACTED] Indian National and resident of 303, Lourdes Tower, Gautam Buddha Marg, Orlem, Malad (W), Mumbai 400064. (Hereinafter called the FIRST PARTY, which expression shall unless repugnant to the context and meaning thereof include his heirs, successors, administrators and assigns) OF THE ONE PART;

A N D

M/s. L & B ASSOCIATES, A Partnership Firm registered in Goa and having its office at First Floor, Jewel Height, Opp. Mapusa Court Garden, Altinho, Mapusa, Bardez, Goa, represented by its Partners 1). MRS. LEENA D'SOUZA, wife of Mr. Joseph Thomas D'souza, aged 49 years, married, developer, having PAN Card bearing No. [REDACTED] Indian National, resident of Eden Garden Apartments, Damadem, Tivim, Bardez, Goa. 2). MR. BRENDON D'SOUZA, son of Mr. Joseph Thomas D'souza, aged 26 years, bachelor, developer, having PAN Card bearing No. [REDACTED] Indian National, resident of Eden Garden Apartments, Damadem,

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Tivim, Bardez, Goa. (Hereinafter called the **PURCHASERS/DEVELOPERS**, which expression shall unless repugnant to the context and meaning thereof include their heirs, successors, administrators and assigns) **OF THE OTHER PART;**
SHEWETH:

WHEREAS in this agreement for development cum sale the **FIRST PARTY** is represented by **MRS. VIRGINIA D'SOUZA**, wife of Lancelot D'Souza, aged 43 years, married, business, Indian National and resident of D-102, Kamat Galaxy, Peddem, Mapusa, Bardez, Goa, through power of attorney executed on 14/05/2012 and registered before D. S. Petkar, Notary of Bardez Division under registration no. 9033/2012. The certified copy of the said power of attorney is attached hereto.

WHEREAS at village Revora, Bardez, Goa, there is a property known as "**SICOLDA SMALDAD**" also known as "**SINGOLDA**", admeasuring an area of 11,400 sq. mts. surveyed under no. 22/2 of village Revora, within the jurisdiction of the village Panchayat of Revora, Talua Bardez, Sub District Bardez, District North Goa, State of Goa, described in the Land Registration Office of Bicholim under no. 11345 of Book B-29 and under inscription no. 14795 and enrolled in the Taluka Revenue Office under no. 224 of First circumscription of Revora. (Hereinafter called the said property)

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AND WHEREAS originally the said property belonged to late Kamlabai Vassudev Naik and her children Mr. Ramesh Vassudev Naik married to Mrs. Godavari R. Naik, Mrs. Sulbha A. Bhangi married to Mr. Amritrao V. Bhangi and Mr. Shrikant V. Naik married to Mrs. Indirabai S. Naik.

AND WHEREAS Kamlabai Vassudev Naik expired on 02/03/2006 at Siolim, Bardez, Goa, leaving behind her above mentioned children as her sole and universal heirs who have succeeded to her estate.

AND WHEREAS subsequently the said Ramesh Vassudev Naik expired intestate on 16/01/2008. And after his death, a deed of succession was drawn in the Office of the Civil Registrar cum Sub-Registrar and Notary ex-officio Pernem, Goa at page no. 94 V onwards under book no. 15 on 13/05/2011, declaring Mrs. Asha Naik alias Godavaribai Naique as his widow and half moiety share holder and two sons namely Mr. Ashok alias Ashish Ramesh Naik and Mr. Vassudev alias Vishal Ramesh Naik as his sole legal heirs.

AND WHEREAS by virtue of inheritance and succession the above mentioned persons became the lawful owners in possession of the said property and were enjoying the same

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peacefully, uninterruptedly and without any obstruction/interference from any person of whatsoever nature as owners thereof.

AND WHEREAS in the survey records the names of Shri Caetano Pinto, Shri Ornelas Pinto and name of Fermino Lobo were wrongly recorded in the Occupant's Column of survey records though they had no right in the said property.

AND WHEREAS the said 1). Mrs. Godavari R. Naik, 2). Mr. Vassudev Ramesh Naik, 3). Mr. Ashok alias Ashish Ramesh Naik 4). Mrs. Nora Ashok Naik 5). Mrs. Sulabha A. Bhangi 6). Mr. Amritrao Y. Bhangi, 7). Mr. Shrikant V. Naik and 8). Mrs. Indirabai S. Naik, who were absolute owners of the said property sold the same to Mr. Kavinash K. Harmalkar and Mr. Rajesh Manohar Parab by deed of dale dated 30/03/2013 executed before the Sub-Registrar of Bardez at Mapusa and registered under registration no. BRZ-BK-1-01497-2012 of Book 1 document, CD No. BRZD305, dated 30/03/2012. However only because the names of the said Caetano Pinto, Ornaleos Pinto and Fermino Lobo were wrongly recorded in the Occupant's Column of the I and XIV form of survey records of the said property, for the purpose of confirmation the son of the said late Caetano Pinto and son of late Fermino Lobo and the said Mr. Ornelas

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[Signature]

[Signature]



Pinto along with their respective spouses were made parties to the said sale deed.

AND WHEREAS the said Mr. Kavinash K. Harmalkar and Mr. Rajesh Manohar Parab have developed the said property into various plots with an intention to sell the same to the interested purchasers.

AND WHEREAS the said Mr. Kavinash K. Harmalkar and Mr. Rajesh Manohar Parab along with their respective spouses sold plot no. 01 of the said property to the **FIRST PARTY** by deed of sale executed on 19/06/2012 and registered in the Office of the Sub-Registrar of Bardez under registration no. BRZ-BK-1-02588-2012 of Book 1 document, CD No. BRZD334, dated 19/06/2012. (Hereinafter called the said plot more particularly described in Schedule - I below)

Thus by virtue of the said sale deed executed on 19/06/2012 the **FIRST PARTY** became the exclusive owner in possession of the said plot no. 1.

AND WHEREAS the **PURCHASERS/DEVELOPERS** herein with an intention to develop the said plot and to construct a building in the same, approached to the **FIRST PARTY** with a request to sell them the said plot no. 1, admeasuring 854 sq. mts. of the property surveyed under no. 22/2 of village Revora, Bardez, Goa.

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AND WHEREAS the PURCHASERS/DEVELOPERS are desirous of developing the said plot and to construct a building in the same and further to sell the flats and the shops to the proposed buyers after obtaining necessary permissions from the Planning and Development Authority, Deputy Collector and Sub-Divisional Officer, Mapusa Municipal Council and other Departments including the licence for construction.

AND WHEREAS the FIRST PARTY has agreed to sell and the PURCHASERS/DEVELOPERS have agreed to purchase the said plot no. 1 of the property surveyed under no. 22/2 of village Revora, Bardez, Goa, on the terms and conditions mutually agreed upon and hereinafter appearing.

NOW THIS AGREEMENT FOR DEVELOPMENT cum SALE WITNESSES AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The FIRST PARTY shall sell and the PURCHASERS / DEVELOPERS shall purchase the said plot no. 1, admeasuring 854 sq. mts. of the property surveyed under no. 22/2 of village Revora, Bardez, Goa with its appurtenances and free from encumbrances in consideration of Rs. 22,00,000/- (Rupees Twenty Two Lakh Only), which is its market value.

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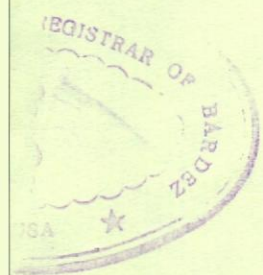
2. As the members of the **FIRST PARTY** are in need of accommodation instead of receiving consideration in cash from the **PURCHASERS / DEVELOPERS** they have requested the **PURCHASERS / DEVELOPERS** to construct 2 flats and 2 independent parking slots building in the proposed building in the following manner.
3. The developer shall give 2 flats with occupancy and 2 independent parking slots to the **FIRST PARTY** in the following manner:-
- a. One flat (2 BHK), on the second floor, admeasuring 92.90 sq. mts. bearing tentative no. 201 and independent parking slot to the **FIRST PARTY**.
 - b. One flat (2 BHK), on the second floor, admeasuring 92.90 sq. mts. bearing tentative no. 202 and independent parking slot to the **FIRST PARTY**.
 - c. Both the said flats will be situated in block 'B'.
 - d. The flats shall be constructed with the amenities mentioned in the Schedule - II. That both the said flats shall be handed over to the **FIRST PARTY** by executing memo of possession.

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- e. That The PURCHASERS / DEVELOPERS shall pay to the FIRST PARTY an amount of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) at the time of signing this agreement.
- f. The FIRST PARTY shall have right to use water from common water source i.e. overhead water tank for their flats.
- g. The PURCHASERS / DEVELOPERS has agreed to give temporary electricity connection at the time of handing over possession of the flats to the FIRST PARTY till permanent electricity connection which will be given by electricity department after completing their procedure.
4. The PURCHASERS / DEVELOPERS shall hand over the possession of both the flats along with occupancy, to the FIRST PARTY within 2 years from receiving of the construction licence.
5. The purchaser shall complete the construction of the proposed building in the said property within 2 years from the date of issuing of construction licence. Incase the PURCHASERS / DEVELOPERS fails to give possession of both the flats to the FIRST PARTY within stipulated period ..10/-

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of 2 years then ~~the PURCHASERS / DEVELOPERS~~ then the FIRST PARTY shall extend further the period of 6 months.

6. On the execution of this agreement the FIRST PARTY shall grant to the PURCHASERS / DEVELOPERS licence to enter upon the said plot for the purpose of development only. It is hereby expressly agreed by and between the parties hereto that the possession of the said plot is not been given or intended to be given to the PURCHASERS / DEVELOPERS. The FIRST PARTY and the PURCHASERS / DEVELOPERS hereby confirm that the said licence to enter upon does not amount to take up possession of the plot. The said licence to enter upon the said plot and develop the same shall become formal possession of the said plot in favour of the PURCHASERS / DEVELOPERS which will be confirmed only after handing over possession of all the said two flats to the FIRST PARTY.

7. On execution of this agreement the PURCHASERS / DEVELOPERS shall be entitled to proceed with the development of the said plot and the construction therein in accordance with the rules and regulations of the concerned authorities and the development control rules and the scheme that is sanctioned by the competent authority.

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8. The PURCHASERS / DEVELOPERS shall pay all the fees to the concerned authorities whenever required to obtain N.O.C., licences, Sanad, approvals, etc.
9. The PURCHASERS / DEVELOPERS shall pay all the charges of engineers, labourers, contractors, etc. appointed by them for the development of the said plot.
10. The PURCHASERS / DEVELOPERS shall do all lawful acts and things required by and perform the work in conformity in all respects with the provisions of the statutes applicable thereto and with the bye-laws and the rules and regulations, development control rules and the rules and regulations of any other public body or local authority or authorities having jurisdiction to regulate the same including construction licence and its formalities and shall throughout save harmless and keep the **FIRST PARTY** indemnified of from and against all claims for the fees, charges, fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the said authorities in respect of the said works or of anything done or caused to be done or omitted to be done under the authority herein contained.

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11. The PURCHASERS/DEVELOPERS shall obtain all other necessary N.O.C., permissions and sanctions from concerned authority for the development of the said plot and construction of the building therein at his own costs, risks and responsibility.
12. It shall be the responsibility of the PURCHASERS/DEVELOPERS to complete the development and construction of the building therein within 2 years from the date of issuing of construction licence by Village Panchayat of Revora as per the approvals of the concerned authorities.
13. The PURCHASERS/DEVELOPERS shall not have ownership right in the said plot till handing over possession of both the flats with occupancy, to the FIRST PARTY.
14. The FIRST PARTY shall sign and execute any applications or documents which will be required to obtain necessary permissions from the concerned authorities.
15. The PURCHASERS / DEVELOPERS are free to sell the remaining flats/shops from the said building to any proposed buyers and in that case the FIRST PARTY undertakes to give irrevocable power of attorney to the PURCHASERS/DEVELOPERS.

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16. The final sale deeds of the respective flats shall be executed by the **FIRST PARTY** at the request of the **PURCHASERS/DEVELOPERS** in favour of the proposed buyers at the costs of the respective buyers.

17. The **FIRST PARTY** shall sign, execute, verify all such papers, documents, plans, applications, letters as may be prepared by the **PURCHASERS/DEVELOPERS** for the purpose of development of the said plot and construction of the building therein.

18. The **PURCHASERS/DEVELOPERS** shall do the work of development and complete the development at their own risk, costs and expenses within stipulated period of 2 years.

19. It is clearly understood that the **PURCHASERS/DEVELOPERS** are buying the said plot for the purpose of development and construction of the building therein and further to sell the flats/shops to the proposed buyers of **PURCHASER'S** choice. The interest of the **PURCHASERS/ DEVELOPERS** are purely commercial in nature.

20. The **FIRST PARTY** agree and authorise the **PURCHASERS/DEVELOPERS** to carry out development of the said plot and that they

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agree that the PURCHASERS/DEVELOPERS are entitled to commence development work in the said plot immediately as per the rules and regulations of the concerned authorities and then to construct proposed building in the said plot.



21. The FIRST PARTY shall execute the final sale deed in favour of the PURCHASERS/DEVELOPERS in respect of the said plot in case the PURCHASER/DEVELOPER hands over both the flats along with occupancy certificate, to the FIRST PARTY before completion of the construction.

22. That the FIRST PARTY have declared to the PURCHASERS/DEVELOPERS that:

a) The said plot agreed to be sold is absolutely free from encumbrances, lien, mortgages, attachment of decree / awards of any Court, Tribunal etc.

b) That the FIRST PARTY has not entered into any agreement to sell with any person in respect of the said plot.

c) That the FIRST PARTY is the sole and exclusive owners in possession of the said plots and have absolute, good and marketable title to the said plot.

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23. It is hereby agreed that any amendment to this agreement for the development and sale shall be strictly reduced into writing and in no other manner whatsoever.
24. It is hereby further agreed that the time is the essence of this agreement.
25. Both the parties to this agreement shall be entitled to specifically enforce the terms of this agreement that is sue for specific performance of contract.
26. It is hereby agreed that all the disputes which may arise between the parties to this agreement whether in relation to the interpretation of the clauses and conditions of the agreement and about the performance of these presence or concerning any act or commission of other party or the dispute, or any of them or in relation to any matter whatsoever concerning this agreement, shall be referred to arbitration in accordance with the provisions of the Indian Arbitration Act 1940.

IN WITNESS WHEREOF both the parties herein have made and sign this agreement of Sale on the day, month and year herein before mentioned in the presence of witnesses.


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SCHEDULE - I



ALL THAT plot no. 1, admeasuring about 854 sq. mts. of the property known as "SICOLDA SMALDAD" also known as "SINGOLDA", situated at village Revora, within the jurisdiction of the Village Panchayat of Revora, Taluka Bardez, Sub-District Bardez, District North Goa, State of Goa, surveyed under no. 22/2 of village Revora and bounded as under:-

East: partly by plot no. 26 of the said property and partly by the property surveyed under no. 22/3.

West: by the property surveyed under no. 22/1.

North: by road.

AND

South: partly by plot no. 2 of the said property and partly by road.

The said plot is the portion of the property surveyed under no. 22/2 of village Revora which is more particularly described in the Land Registration Office of Bicholim under no. 11345 of Book B-29 and under inscription no. 14795 and enrolled in the Taluka Revenue Office under no. 224 of First circumscription of Revora.

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SCHEDULE - I I

1. The structure of all the flats shall be of RCC structure with masanory laterite stones walls.
2. Concealed plumbing and concealed electrical wiring.
3. Flooring will be of 24" X 24".
4. Bathroom fittings will be of Jajaur fittings.
5. Painting will be of plastic with ivory finish.
6. Main Door will be of teak wood and windows will be of flush wood.
7. All windows will be of powder coated aluminium.
8. Kitchen platform will be of granite with stainless steel sink.
9. Lofts in kitchen and bedrooms.

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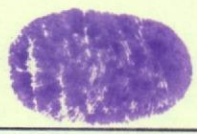
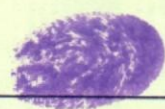
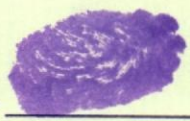
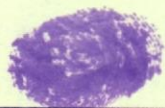
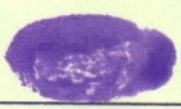
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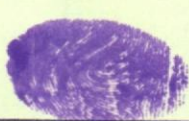
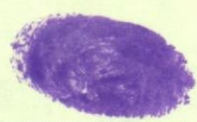
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L.H.F.P.

R.H.F.P.

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- 3. 
- 4. 
- 5. 

- 1. 
- 2. 
- 3. 
- 4. 
- 5. 



THE FIRST PARTY .

D'Souza

MRS. VIRGINIA D' SOUZA

(Power of attorney holder of the FIRST PARTY)

..19/-

D'Souza



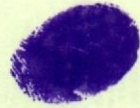


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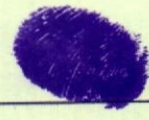
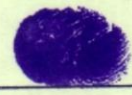


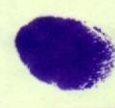
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L.H.F.P.

R.H.F.P.

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- 2.  _____
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- 1.  _____
- 2.  _____
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- 4.  _____
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THE PURCHASER/DEVELOPER NO. 1. *LD*
 M/s. L & B ASSOCIATES
 (Represented by its partner
 MRS. LEENA D' SOUZA)

..20/-

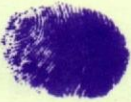

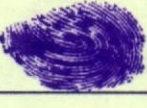


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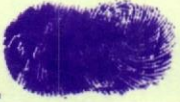

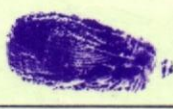
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L.H.F.P.

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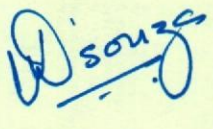
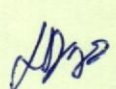

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THE PURCHASER/DEVELOPER NO. 2. 
 M/s. L & B ASSOCIATES
 (Represented by its partner
 MR. BRENDON D' SOUZA)

..21/-



WITNESSES :-

1. Milind Parab
Milind Parab

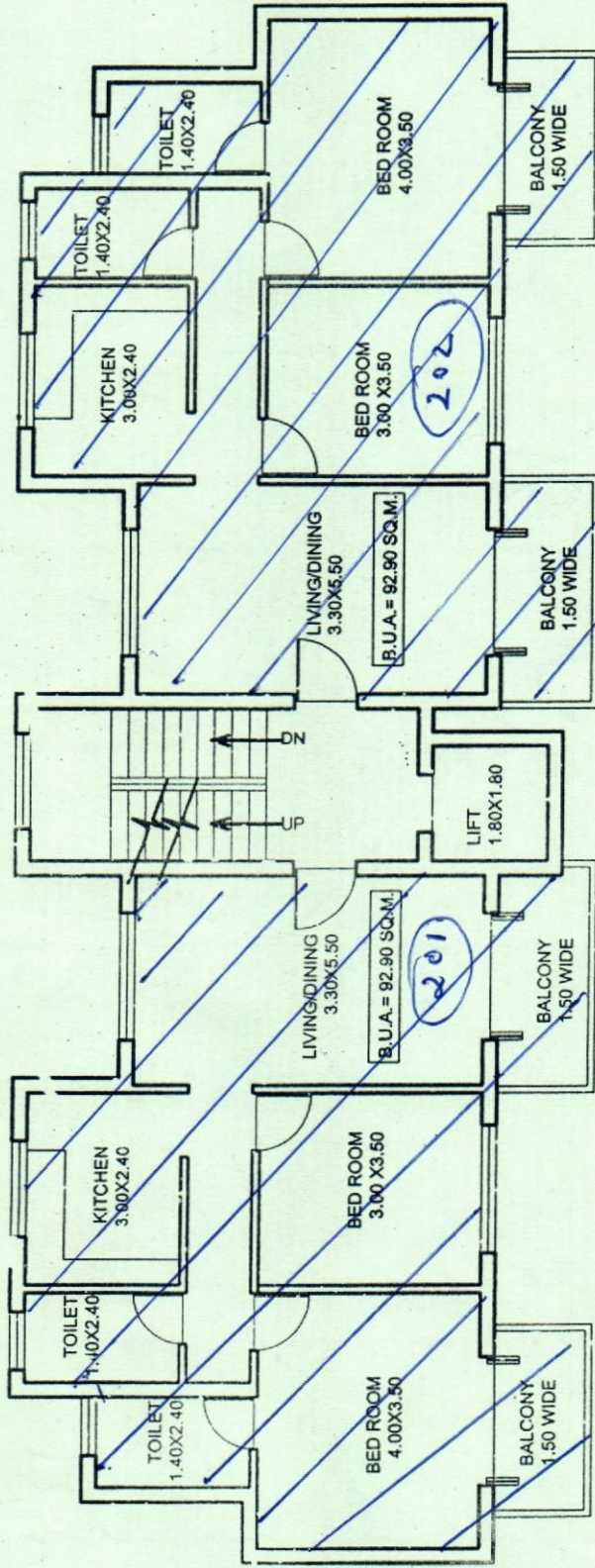
2. ~~Pratik~~ (Vijay Singh)
Vijay Singh

D'Souza MP BS

Flet no 201 & 202
 Plot no 1
 2nd floor

D'souza

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PLOT NO. - 01

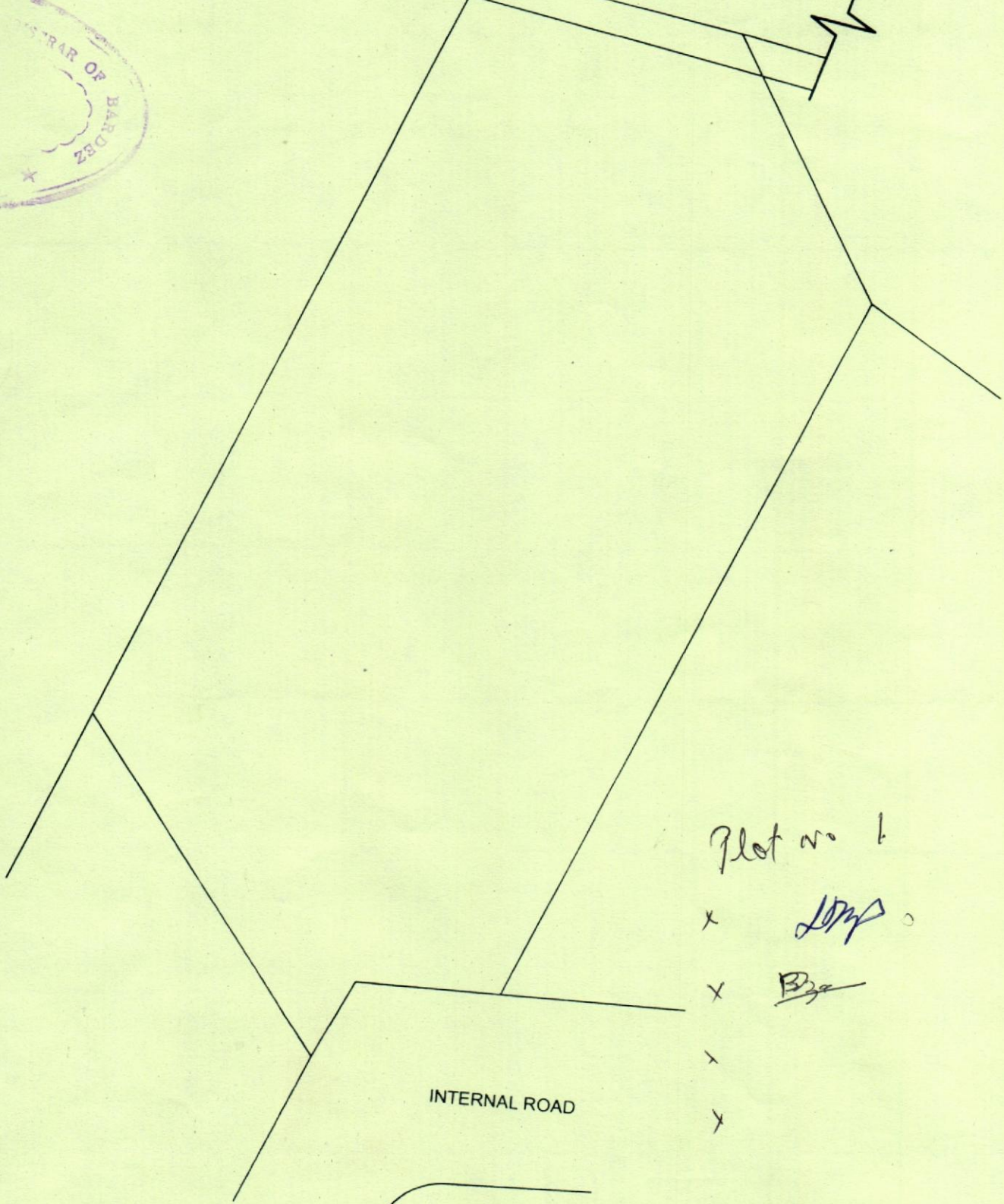
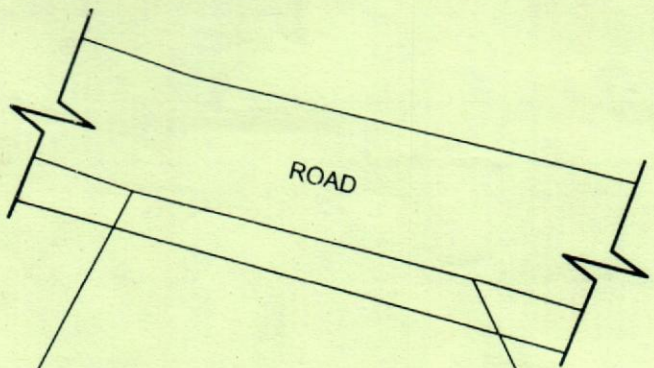
REVORA PROJECT

CONCEPT DRAWINGS

TYPICAL U.GROUND, FIRST, SECOND & THIRD FLOOR PLAN

M/S ULYSIS

ARCHITECTURAL INTERIORS & LANDSCAPE CONSULTANTS
 201-A, MATHAIS PLAZA, PANAJI GOA, 403001
 TEL: 0836 2434288 FAX: 0836 2434289



Plot no 1
x *10/10*
x *B39*
x
x

INTERNAL ROAD

SITE PLAN



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 08-08-2013 01:26:34 PM

Document Serial Number : 3818




Presented at 01:12:00 PM on 08-08-2013 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	22000.00
2	Processing Fees	330.00
	Total :	22330.00

Stamp Duty Required: 22000.00

Stamp Duty Paid: 63800.00

Leena D'souza presenter

Name	Photo	Thumb Impression	Signature
Leena D'souza, w/o Joseph Thomas D'souza , Married, Indian, age 49 Years, Developer, r/o Eden Garden Apart., Damadem Tivim Bardez Goa Partner of M/s L & B Associates office Altinho mapusa Bardez Goa havind personal Pan No. AHKPD5962B			



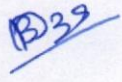
Endorsements

Executant

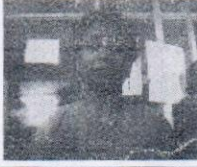


1 . Virginia D'Souza, w/o Lancelot D'souza, Married, Indian, age 43 Years, Business, r/o D-102 Kamat Galaxy Peddem Mapusa Bardez Goa POA for Vendor Vide POA dated 14.05.2012 executed before D.S Petkar Notary of bardez Under Reg No. 9033/2012

Photo	Thumb Impression	Signature
		


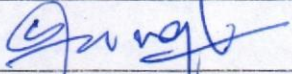
2 . Brendon D'souza, s/o Joseph Thomas D'souza, UnMarried, Indian, age 26 Years, Developer, r/o Eden Garden Apart., Damadem Tivim Bardez Goa Partner of M/s L & B Associates office Altinho mapusa Bardez Goa havind personal Pan No. BBDPD5626C

Photo	Thumb Impression	Signature
		

3 . Leena D'souza, w/o Joseph Thomas D'souza, Married, Indian, age 49 Years, Developer, r/o Eden Garden Apart., Damadem Tivim Bardez Goa Partner of M/s L & B Associates office Altinho mapusa Bardez Goa havind personal Pan No. AHKPD5962B

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Milind Parab , S/o Ramkant Parab, UnMarried, Indian, age 26 Years, Business, r/o H.No. 110/2 ganesh Colonuy Ucassaim Mapusa Bardez Goa	
2	Vijay Singh , S/o Brijlal Singh, Married, Indian, age 26 Years, Business, r/o H.No. 246 Mapusa Peddem Bardez Goa	

Sub-Registrar

REGISTRAR
BARDEZ

Scanned By:-

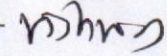
Signature:-

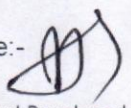
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Book-1 Document
Registration Number BRZ-BK1-03900-2013
CD Number BRZD540 on
Date 08-08-2013

Sub-Registrar (Bardez)

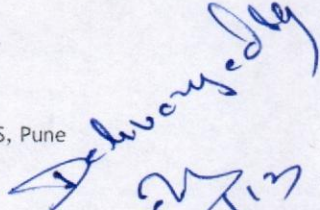

SUB-REGISTRAR
BARDEZ

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