



REG NO. 350  
2024 Pn - 341  
31/1/24

**AGREEMENT FOR DEVELOPMENT, CONSTRUCTION**

**AND SALE**

This **AGREEMENT FOR DEVELOPMENT, CONSTRUCTION  
AND SALE** is made at Panaji, Goa on this 30<sup>th</sup> day of the month of  
January, 2024.

**BETWEEN**

1. **Mr. Rocky Stephen Mascarenhas**, son of Agostinho Mascarenhas alias Joao Agostinho Mascarenhas, aged 47 years, service Unmarried, holder of OCI bearing No. \_\_\_\_\_, Do Not Hold Pan Card & Aadhar Card, Mobile No. \_\_\_\_\_; hereinafter called as the "**OWNER/VENDOR**" (which expression shall unless repugnant to the context or meaning thereof shall include his heirs, legal representatives, successors, administrators and assigns) OF THE FIRST PART.

**AND**

2. **Mr. Vivek Kamalakant Akhadkar**, son of Kamalakant Quira Akhadkar, aged 44 years, businessman, married, Indian National, resident of H. No.176, Vinda Smiling Colony, Fondvem, Ribandar, Tiswadi, North Goa, Goa - 403006, holding Pan Card No. \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_, hereinafter called as "**DEVELOPER/ /PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof shall include his heirs, legal representatives, successors, administrators and assigns) OF THE SECOND PART.

WHEREAS, there exists a landed property "BELA VISTA", admeasuring 975 sq. mts., situated at Corlim, within the limits of V. P. Corlim, Tiswadi Taluka, District of North Goa, State of Goa, registered in the Land Registration Office under No. 21637 at page 66 reverse of Book B-58 New, registered in Taluka Revenue Office under Matriz No. 130 and surveyed under No. 8/8 of village Corlim, Tiswadi Taluka and bounded on the East by internal access road of communidade and surveyed under No. 4/1, on the west by the public PWD road, on the North by property of Venktesh P. Naik having survey No. 8/7 and on the South by the property of Custodio Estracio having survey No. 8/9; hereinafter shall be referred to as the **"SAID PROPERTY"**.

AND WHEREAS, as per the Inscription Certificate the said property stood inscribed in favour of Maria Magdalena Afonso in the year 1965.

AND WHEREAS, said Smt. Maria Magdalena Alfonso alias Magdalena Afonso alias Calorina Afonso was married to Domnic Coutinho. Thus, said Smt. Maria Magdalena Alfonso alias Magdalena Afonso alias Calorina Afonso and her husband Domnic Coutinho were the owners of the said property.

AND WHEREAS, after the death of said Domnic Coutinho said 1) Smt. Maria Magdalena Alfonso alias Calorina Afonso, and her son 2)

Shri Damaciano Agustino Coutinho and his wife 3) Smt, Connie Coutinho became the owners of the said Property.

AND WHEREAS, by Deed of Sale dated 07/01/1983, registered in the Office of the Sub Registrar of Ilhas under No.773, at pages 204 to 209, Book No. 1, volume No. 185, dated 01/10/1983 the said 1) Smt. Maria Magdalina Alfonso alias Calorina Afonso, 2) Shri Damaciano Agustino Coutinho and 3) Smt, Connie Coutinho sold the said property to Smt. Calorina Mascarenhas alias Carolina Mascarenhas alias Carolina Colaco.

AND WHEREAS, said Smt. Calorina Mascarenhas alias Carolina Mascarenhas alias Carolina Colaco was married to Mr. Joao Agostinho Mascarenhas alias Juao Agostinho Mascarenhas alias Agostinho Mascarenhas alias Joao A. Mascarenhas under the regime of Communion of Assets and therefore said Mr. Joao Agostinho Mascarenhas alias Juao Agostinho Mascarenhas alias Agostinho Mascarenhas alias Joao A. Mascarenhas also had right title, interest and share in the said Property.

AND WHEREAS, that said Mr. Joao Agostinho Mascarenhas alias Juao Agostinho Mascarenhas alias Agostinho Mascarenhas alias Joao A. Mascarenhas, expired on 15/02/2005 at Mumbai and Late Mrs.

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Carolina Mascarenhas alias Carolina Colaco alias Calorina Mascarenhas, expired on 07/02/2010 at Mumbai, leaving behind their two sons namely 1) Mr. Johnny Denis Agostinho Mascarenhas alias Johnny Denis Mascarenhas and 2) Mr. Rocky Stephen Mascarenhas as their only universal legal heirs.

AND WHEREAS, said Mr. Johnny Denis Agostinho Mascarenhas alias Johnny Denis Mascarenhas is married to Mrs. Bernadette Johnny Mascarenhas alias Bernadette Johnny.

AND WHEREAS, said Mr. Johnny Denis Agostinho Mascarenhas alias Johnny Denis Mascarenhas and Mrs. Bernadette Johnny Mascarenhas alias Bernadette Johnny by Deed of Gift dated 14/03/2022, gifted their 50% share in the said Property to their Brother/Brother in law Mr. Rocky Stephen Mascarenhas. Thus, said Mr. Rocky Stephen Mascarenhas is the absolute owner of the said Property.

AND WHEREAS, the Developer/Purchaser is interested in developing and purchasing the said property from the Owner/Vendor and therefore, has approached the Owner/Vendor with the request to sell him the said Property for the purpose of developing the same.





AND WHEREAS, the Owner/Vendor has agreed to sell to the Developer/Vendor and the Developer/Purchaser has agreed to purchase from the Owner/Vendor the said Property on the following terms and conditions.

NOW THIS AGREEMENT FOR DEVELOPMENT,

CONSTRUCTION AND SALE WITNESETH AS UNDER:

1. That Owner/Vendor has agreed to sell the said Property more particularly described in Schedule written hereunder to the Developer/Purchaser or to his representative for the total consideration of 70,00,000/- (Seventy lakhs only) to be paid by the Owner/Vendor to the Developer/Purchaser as under:

- a. Stilt Parking area (P01, P02, P03, P04) totally admeasuring 44.57 sq. mts.
  - b. Commercial 70.58 sq. mts. (FAR) 10.18 sq. mts. (Common Stairs/Passage) totally admeasuring 80. 76 sq. mts.
  - c. Mezzanine total 23.53 sq. mts.
- All the above are on the Ground Floor.
- d. A-101 is one 2 BHK Flat on the First Floor totally admeasuring 84. 52 sq. mts.
  - e. A-201 is one 3 BHK Flat on the Second Floor totally admeasuring 125.27 sq. mts.

f. A-301 is one Penthouse Lower on the Third Floor totally admeasuring 98.51 sq. mts.

g. A-401 is one Penthouse Upper on the Fourth Floor totally admeasuring 83.36 sq. mts.

And all the above consideration at a to g is more particularly shown/described in the Annexure -1 annexed to this Agreement.

2. That the said consideration as stated in Para 1, will be paid on or before, after completion of construction and by obtaining Occupancy Certificate. That the total cost of construction will be 1,00,00,000/- (One Crore Only)
3. That after taking the possession of the said property, the Developer/Purchaser shall complete the construction on the said property within a period of 2 years from the date of obtaining all the required permissions for commencing the said construction.

Provided however that if in the opinion of the architect, the project be delayed by force majeure or by reason of any exceptionally inclement weather or by reason of civil commotion, local combination of workmen or strike or lock- out affecting any of the building, trade or any reason which is beyond the control of the DEVELOPER/PURCHASER, then DEVELOPER/PURCHASER with the consent of

OWNER/VENDOR extend the period as stipulated in the foregoing provision,

4. That the Owner/Vendor Shall execute Sale Deed in favour of Developer/Purchaser and or his nominee or representatives within 30 days from the date of receiving the consideration as stated in Para 1, by the Owner/Vendor.

5. That the Owner/Vendor shall fully cooperate with the Developer/Purchaser to transfer the registration of the said Property before all the authorities in the name of Developer/Purchaser and for the said purpose shall sign no objection certificates and all other required documents.

6. That the Owner/Vendor hereby confirms to the Developer/Purchaser that the said Property hereby agreed to be sold is free from all kind of encumbrances such as prior sale, gift, disputes, litigation, acquisition, requisition, decree and attachment in the decree of any Court, lien, Court injunction, lease, notice, claim, demands, will, trust, exchange, prior subsisting agreement to sell, except as expressly disclosed in this agreement, and if it is ever proved otherwise than the Owner/Vendor will be liable and responsible to make good the losses suffered by the Developer/Purchaser.



7. No notification is issued under any Ordinance, Act, statute/rule or regulation affecting the Plot hereby agreed to be sold.

8. That all the dues, taxes, levies, charges and / or any demands by any authority or agency or government body of whatsoever nature if any payable in respect of the said Property hereby agreed to be sold shall be paid and borne by the Owner/Vendor up to the date of the sale deed / final payment.

9. The Owner/Vendor hereby represents and warrants that he is competent to enter into this agreement and perform in terms hereof and that the execution of the agreement and performance in terms hereby shall not violate any law, rule, regulation, contract, order of any authority / court by which Owner/Vendor are bound.

10. That, the Owner/ Vendor has obtained Conversion Sanad in respect of the said Property.

11. That the DEVELOPER/PURCHASER shall be entitled to commence development on the SAID PROPERTY and obtain Technical Clearance Order, get Construction Plans approved, obtain No Objection Certificates, Licenses, Permission and such other documents etc. that may be required to commence construction on the SAID PROPERTY for which necessary

license is granted to the DEVELOPER/PURCHASER herein to enter the SAID PROPERTY.

12. The OWNER/VENDOR herein for a better and effectual working of these presents shall on execution of these presents execute a Power of Attorney in favour of DEVELOPER/PURCHASER with all powers to act jointly or severally and to represent and act for and on behalf of the OWNER/VENDOR before all concerned Authorities for obtaining construction licenses/ obtain necessary permission, approvals and No Objection Certificates with respect to development on the SAID PROPERTY.

13. That the DEVELOPER/PURCHASER shall be entitled to prepare plans for the development of the SAID PROPERTY and shall be entitled to obtain at its exclusive costs the necessary permissions, approvals, licenses, NOC for development on the SAID PROPERTY under the relevant laws, acts, rules and regulations from the Village Panchayat, North Goa Planning and Development Authority, Town and Country Planning Department, RERA Permissions and/or from any other statutory body and/or authority and only thereafter to commence construction on the SAID PROPERTY, if required, according to the terms and approvals granted by the concerned authorities.

14. That on execution of these presents the DEVELOPER/PURCHASER and it's representatives, nominees and assigns shall be entitled to enter upon the SAID PROPERTY and survey, demarcate the land, excavate, fill and commence and execute construction works thereon and do all that is required for efficient development and construction on the SAID PROPERTY.

15. That the DEVELOPER/PURCHASER shall be entitled to erect hoardings and name boards at the site and advertise the construction scheme by such means as may be found convenient.

16. That the DEVELOPER/PURCHASER shall also be entitled to display the elevation of the proposed construction for the purpose of sale of the development on the SAID PROPERTY.

17. The OWNER/VENDOR undertakes to indemnify the DEVELOPER/PURCHASER against any person/s who may prove a better title to the SAID PROPERTY. It is also undertaken by the OWNER/VENDOR herein that in the event of a claim through a defect in title to the SAID PROPERTY, the OWNER/VENDOR shall indemnify the DEVELOPER/PURCHASER against all such losses that they may suffer as a consequence of such claim.

18. That the OWNER/VENDOR have not done, committed or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby they are prevented from granting and conveying the SAID PROPERTY and all rights in respect thereto in the manner aforesaid or whereby the same or any part thereof are, is, can or may be charged, encumbered or shall prejudicially affect the estate, title or otherwise, howsoever of the SAID PROPERTY.

19. The DEVELOPER/PURCHASER shall bear all charges, development fees and such other necessary charges and expenses required to be borne for the construction on and development of the SAID PROPERTY. However, the OWNER/VENDOR undertakes to cooperate with the DEVELOPER/PURCHASER and shall do all necessary acts, deeds and things as and when required for the said purpose.

20. On execution of these presents the DEVELOPER/PURCHASER shall be entitled to issue a public notice in any Daily newspaper/s calling for objections, if any from the public, to the objection be present transaction. Should any received which in the opinion of the Advocate of the DEVELOPER/PURCHASER is considered germane then these presents shall be voidable at the option of the DEVELOPER/VENDOR



21 It is agreed and understood by the OWNER/VENDOR herein that in the event there is any increase in the F.S.I/F.A.R of the SAID PROPERTY then benefit of the same shall inure only to the DEVELOPER/PURCHASER herein and the OWNER/VENDOR shall not claim any increase in the purchase consideration for the SAID PROPERTY in respect thereto or for any other reason.

22 The DEVELOPER/PURCHASER, while carrying out the said works, shall comply with the provisions of all laws, rules and bye-laws for the time being in with statutes force affecting the said works and will give all necessary notices to and obtain the requisite sanction of the concerned local authorities in respect of the said works and will comply with the building and other regulations of such authority and will keep the OWNER/VENDOR indemnified against all fines, penalties and losses incurred by reason of the breach of the DEVELOPER/PURCHASER of any such laws, bye-laws and regulations.

23. If the DEVELOPER/PURCHASER fail to complete the said work within the period as stipulated in the foregoing provision, the DEVELOPER/PURCHASER shall, at the option of the OWNER/VENDOR but without prejudice to the other rights under law of the OWNER/VENDOR and other provisions herein,



pay liquidated damages at the rate of 1% of the total market value of consideration agreed to be given to the Owner/Vendor by the Developer/Purchaser. The DEVELOPER/PURCHASER hereby specifically agree and authorise the OWNER/VENDOR to deduct such liquidated damages, if any, from security deposit of Rs. 3,00,000/- (Rupees Three Lakhs) which will be deposited by the DEVELOPER/PURCHASER with the Owner/Vendor.

24. The OWNER/VENDOR or his representatives shall be entitled to inspect construction and they shall be entitled to point out such defective work is in progress or being executed or such defects in the construction work, quality workmanship.

25. The DEVELOPER/PURCHASER shall be responsible for injury to persons, animals or things and for all structural damages to the property which may arise from the operation or neglect of the DEVELOPER/PURCHASER or their employees, nominees, sub-DEVELOPER/PURCHASER or their employees, whether such injury or damages arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of construction pursuant to these presents.

26. The DEVELOPER/PURCHASER shall indemnify and keep the OWNER/VENDOR s harmless against any claims, demands, actions or proceedings that may be made or adopted against the

OWNER/VENDOR or that may be suffered by the OWNER/VENDOR by reason of anything done by the DEVELOPER/PURCHASER pursuant to any work done by them in execution of the said works.

27. The DEVELOPER/PURCHASER shall complete the said project with the material of best quality and in the most substantial and workmen like manner.

28. The parties hereto shall be entitled for the specific performance of these presents. All notices to be served on the parties hereto shall be sufficient if served at the address hereinabove mentioned.

29. This agreement reflects the entire understanding between the parties hereto and supersedes all previous understanding and agreements in relation to the subject of the agreement.

30. That Owner/Vendor shall give the possession of the said Plot to the Developer/Purchaser on the date of executing this agreement.

31. That the parties by their mutual consent may add, alter, modify, change or rectify any of the terms of this understanding.

32. That the expenses of transferring the said Plot in the name of Developer/Purchaser shall be borne by the Developer/Purchaser.

33. That the statement of Saleable area/Units which will be belonging to Developer/Purchaser is more particularly shown/described in Annexure-II, annexed to this agreement.

34. That, upon execution and registration of this agreement, Developer/Purchaser shall pay an amount of Rs. 3,00,000/- (Rupees Three Lakhs only) to the Owner/Vendor, which amount of Rs. 3,00,000/- (Rupees Three Lakhs only) to the Developer/Purchaser without any interest, within 10 days of Receipt of his entire consideration as agreed in this agreement.

35. That the Owner/Vendor do hereby undertake to do separate sale deeds in respect to the Flats in the name of more than one person provided the said persons shall pay the charges in respect of the said sale deeds

### **SCHEDULE**

#### **(SCHEDULE OF THE PROPERTY)**

All that landed property "BELA VISTA", admeasuring 975 sq. mts., Situated at Corlim, within the limits of V. P. Corlim, Tiswadi Taluka, District of North Goa, State of Goa, registered in the Land Registration

Office under No. 21637 at page 66 reverse of Book B- 58 New, registered in Taluka Revenue Office under Matriz No. 130 and surveyed under No. 8/8 of village Corlim, Tiswadi Taluka and bounded as under:-

On the East: By internal access road of communidade and

Surveyed under No. 4/1,

On the West: By the public PWD road,

On the North: By property of Venkatesh P. Naik having

Survey No.8/7

On the South: By the property of Custodio Estracio having

Survey No. 8/9

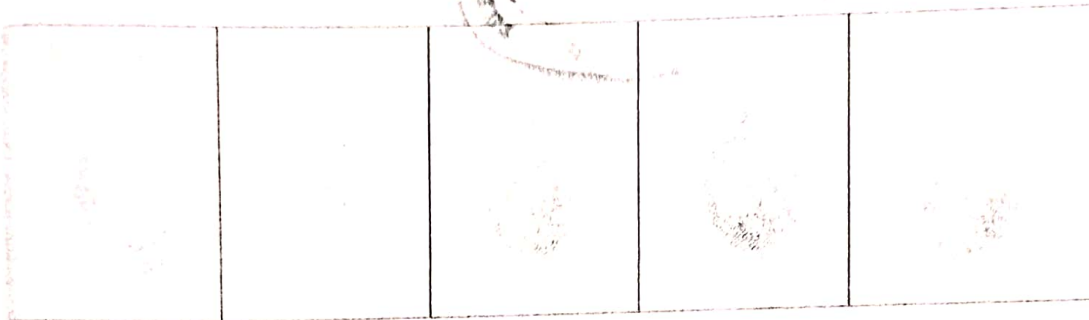
IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding on the day, date and the year hereinabove mentioned.

SIGNED AND DELIVERED BY

WITHIN NAMED "THE OWNER/VENDOR".



Mr. Rocky Stephen Mascarenhas.



Left hand finger prints of Mr. Rocky Stephen Mascarenhas



Right hand finger prints of Mr. Rocky Stephen Mascarenhas.

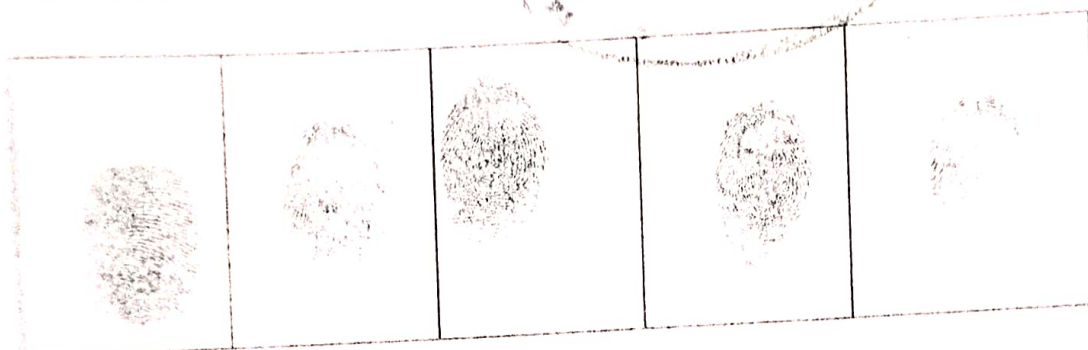


SIGNED AND DELIVERED BY

WITHIN NAMED "DEVELOPER/PURCHASER".



Mr. Vivek Kamalakant Akhadkar



Left hand finger prints of Mr. Vivek Kamalakant Akhadkar

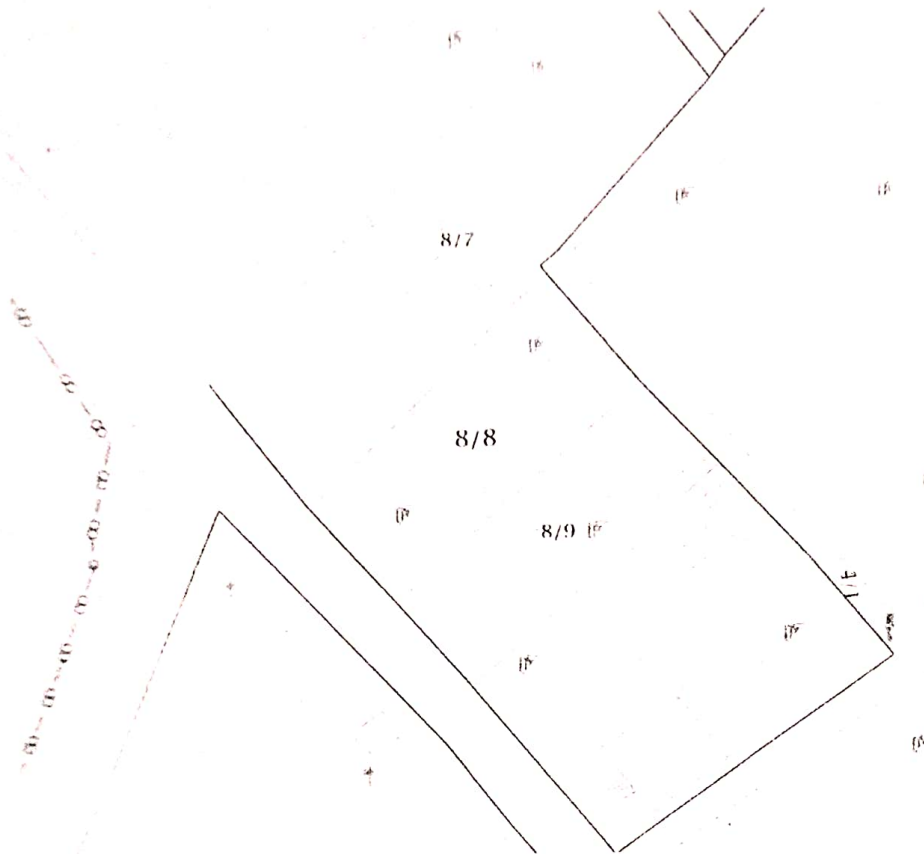


Right hand finger prints of Mr. Vivek Kamalakant Akhadkar.

**Government of Goa**  
**Directorate of Settlement and Land records**  
**Plan**  
**Taluka / Village Name : TISWADI / Corlim**  
**Survey / Subdiv No. : 8/8**

Appln date: 13/12/2023

Ref. No. :8158



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gov.goa.nic.in/land

WITNESSES:

1) Antonio Francisco De Costa

Address: 121, Altinho Main road,


Tiswadi Panaji- Goa.

Aadhar Card No: 

2) Rupesh Tulshidas Shirodkar

Address: 118, Fontainhas, Mala, Near Zarim

Panaji-Goa.

Aadhar Card No: 



# Annexure-II

## CHORLIM - Saleable Area Statement --- As per format 1

Sl. No.	Type	Floor wise	BUILT-UP AREA								Total Saleable Area per unit
			FAR	BALCONIES	COMMON STAIRS / PASSAGE	LIFT	STILT PARKING	MEZZANINE	INTERNAL STAIRS	TERRACE	
Apartment Bldg											
	Ground floor										
1	Roof Area Parking				75.68	7.41	192.23				275.32
2	COMMON AREA (TOTAL)		54.67						12		74.63
Staircase A											
A-301	1st Flr	First	57.87	16.81	7.10	2.23					84.01
A-302	2nd Flr	First	39.65	10.77	5.35	1.49					57.26
A-301	3rd Flr	Second	75.59	20.85	8.42	2.43				36.63	137.53
A-302	4th Flr	Second	39.65	10.77	4.42	1.29					56.13
A-301	PENTHOUSE LOWER	Third	52.92	16.85	7.33	2.12			4.32	21.57	104.11
A-302	5th Flr	Third	39.65	10.77	5.5	1.6					57.52
A-401	PENTHOUSE UPPER	Fourth	40.58	11.04	8.42	2.5			12.09		74.63
A-402	STUDIO - ROOF TERRACE	Fourth	27.75	8.02	4.42	1.52				11.25	52.96
Staircase B											
B-302	1st Flr	First	58.53	16.84	7.49	2.23					85.09
B-401	2nd Flr	First	39.65	10.77	5.35	1.49					57.26
B-302	3rd Flr	Second	58.53	16.84	7.49	2.23					85.09
B-301	4th Flr	Second	39.65	10.77	5.35	1.49					57.26
B-302	5th Flr	Third	58.53	16.84	7.49	2.23					85.09
B-301	6th Flr	Third	39.65	10.77	5.35	1.49					57.26
B-401	STUDIO - ROOF TERRACE	Fourth	27.75	8.83	6.42	1.86				35.86	77.91
B-402	STUDIO - ROOF TERRACE	Fourth	27.75	8.83	6.42	1.86				17.25	56.11
TOTAL			778.32	207.40	128.40	37.20	192.23	18.00	16.41	109.76	1487.72

Note: Terrace to B-401 subject to permission from Govt authorities

Appendix 1

TABLE 1. Summary of Survey Data (1990-1991)

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
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## Government of Goa

## Document Registration Summary 2

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

Print Date &amp; Time : 31-Jan-2024 01:23:04 pm

Document Serial Number : 2024-PNJ-341

Presented at 01:18:05 pm on 31-Jan-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Tiswadi along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	493000
2	Registration Fee	510000
3	Processing Fee	3080
Total		1006080

Stamp Duty Required :493000/-

Stamp Duty Paid : 493000/-

## Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Vivek Kamalakant Akhadkar , Father Name:Kamalakant Quira Akhadkar, Age: 44, Marital Status: Married ,Gender:Male,Occupation: Advocate, Address1 - H.No.176, Vinda Smiling Colony, Fondvem, Ribandar, Tiswadi Goa., Address2 - , PAN No.:			

## Recorder

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Rocky Stephen Mascarenhas , Father Name:Agostinho Mascarenhas Alias Joao Agostinho Mascarenhas, Age: 47, Marital Status: Married ,Gender:Male,Occupation: Service, 85 Waye Avenue Hounslow Middlesex, PAN No.:			
2	Vivek Kamalakant Akhadkar , Father Name:Kamalakant Quira Akhadkar, Age: 44, Marital Status: Married ,Gender:Male,Occupation: Advocate, H.No.176, Vinda Smiling Colony, Fondvem, Ribandar, Tiswadi Goa., PAN No.:			

Witness:

We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Rupesh Tulshidas Shirodkar, Age: 44, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Married Address: 403002, Panaji, Tiswadi, NorthGoa, Goa			
2	Name: Antonio Francisco De Costa, Age: 59, DOB: 1970-01-01 , Mobile: , Email: , Occupation: Service , Marital status : Married Address: 403001, Panaji, Tiswadi, NorthGoa, Goa			

*Sub Registrar*

Document Serial No:-2024-PNJ-341

Book - 1 Document

Registration Number - PNJ-1-130-2024

Date - 31 Jan 2024

*Shahally*  
*21/01/2024*

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

SUB-REGISTRAR  
TISWADI

RECEIVED  
21/01/2024