

uppes Three Lakhs Ninety six Thousand (Only)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.1 & 16, SAPANA TERRACES CHSL,
SHANTANTRA PATH, VASCO-DA-GAMA
GOA - 403 002

D-5/STPV/C.R./35/33/2011-RD

भारत 11514
155287



NON JUDICIAL गोवा
NOV 08 2018

2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 12:36

R.0396000/- PB7122

INDIA

STAMP DUTY

GOA

FOR CITIZEN CREDIT
CO-OP. BANK LTD.

AUTHORISED SIGNATORY

Name of Purchaser Ambience Real Estate Developers



AGREEMENT FOR DEVELOPMENT

...2/-

(Rupees Thirty Nine Thousand Only)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.3 & 2A, SAPANA TERRACES C.H.S.L.
SHANTANTRA PATH, VASCO-DA-GAMA
GOA - 403 002

D-3/STWV/C.R./35/33/2013-RU

भारत 11730
174281

NON JUDICIAL गोवा
NOV 26 2018



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R.0039000/- PB7122

INDIA

STAMP DUTY

GOA

FOR CITIZEN CREDIT
CO-OP. BANK LTD.

AUTHORISED SIGNATORY

Name of Purchaser Ambience Builders Pvt Ltd.



-2-

This AGREEMENT FOR DEVELOPMENT is executed at
Vasco da Gama, Goa on this the 29th day of November, 2018.

...3/-

BETWEEN

1) "FABRICA DE IGREJA DE" VASCO DA GAMA also known as FABRICA DE IGREJA DE ST. ANDRE, VASCO DA GAMA, PAN No. AAATF0392E, represented by Managing Committee;

(1a) PRESIDENT, REV. Fr. GABRIEL COUTINHO, son of late Aranha Coutinho, aged 48 years, bachelor, priest, having PAN Card No. AGHPC8552P and Aadhar Card No. 1763 7924 6346, residing at St. Andrew's Church Complex, Vasco-da-Gama, Goa.

(1b) TREASURER, MRS. ANNETTE MARIA CONCEICAO COUTINHO, daughter of late Mr. Arcanjo Furtado, aged 52 years, married, Service, having PAN Card No. ABKPC9705H, Aadhar Card No. 7015 0199 5355, residing at Flat No. S-6, Smitha Apartments, Near Goa Shipyard Officer's Club, Vasco-da-Gama, Goa.

(1c) ATTORNEY, MR. APRICIO DE ASCENCAO DE CRISTO DE SA PEREIRA, son of late Mr. Roque Francisco De Sa Pereira, 68 years, widower, retired, having PAN Card No. AHPPP0545W and Aadhaar Card No. 8673 0909 2619, residing at H. No. 74, Bairro, Mangor, Maimolem Road, Vasco-da-Gama, Goa, Constituted by Order No. SC/103/2013-2014 dated 03/05/2013 of His Excellency the Archbishop of Goa and Daman and Patriarch of East Indies, hereinafter referred to as "THE OWNERS" (which expression unless repugnant to the context or



Goutinho

Pereira

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meaning thereof shall mean and include its successors, representatives, administrators, executors and assigns), as party of the FIRST PART

AND

2) M/S. AMBIENCE REAL ESTATE DEVELOPERS., a sole proprietary concern of MR. JOHN VINCENT SOARES, son of late Camilo Soares, aged 64 years, married, business, holder of P.A.N. ANAPS2396C and Aadhaar Card No. 9428 7041 5629, having its office at S-11, Ambience Belavista-I, near Canara Bank, Chicalim-Goa, hereinafter referred to as "THE DEVELOPER" (which expression unless repugnant to the context or meaning thereof shall also mean and include their successors in interest, representatives, administrators and assigns) as party of the SECOND PART.

All parties appearing in this **AGREEMENT FOR DEVELOPMENT** are Indian Nationals.

WHEREAS the owners are in actual possession of the property named as 'BENAPEDDA' situated at Vaddem, Ward No 20, Vasco da Gama, within the jurisdiction of Mormugao Municipal Council and Mormugao Planning and Development Authority, Taluka of Mormugao District South Goa, State of Goa and Registration Sub-District of Mormugao, not described at the Land Registration Office of Salcete but enrolled in the Taluka Revenue Office of Mormugao, Vasco da Gama under 'matriz' no. 329, surveyed in the survey records under Chalta no.18 to 22 of P.T. Sheet No. 68 of City Survey of Vasco Da



[Signature]

[Signature]

[Signature] ..5/-

Gama, Goa, admeasuring 2348.00 m², by virtue of Gift Deed dated 24/05/2018, registered before the Sub Registrar of Mormugao under Registration No. MOR-BK1-00949-2018, CD Number MORD31 dated 24/05/2018, described in more detail in Schedule-I, hereinafter referred to as the '**first property**', for the sake of brevity.



AND WHEREAS the owners are also in actual possession of UNDIVIDED SHARE" of land admeasuring 690.00/5493.00 m² the property known as "Bailo Dongor" situated at Vaddem, Vasco da Gama, Mormugao Taluka, within the jurisdiction of the Mormugao Municipal Council, Sub District of Mormugao, District of South Goa, Described at the Land Registration Office under number 44551 of Book B New and enrolled at the Revenue office under 'matriz' number 365, surveyed under Chalta No. 83 of P. T. Sheet No. 68 of City Survey of Vasco da Gama, by virtue of Exchange Deed dated 03/09/2018, registered with the Sub Registrar of Mormugao, under Registration No. MOR-BK1-01592-2018, CD Number MORD33 dated 03/09/2018 described in more detail in Schedule-II, hereinafter referred to as the '**Second property**', for the sake of brevity, both the properties hereafter referred to as the 'said property' for the sake of brevity;

AND WHEREAS the property surveyed under Chalta no.18 admeasuring 2111.00m², Chalta no. 19 admeasuring 73.00m², Chalta no. 20 admeasuring 12.00m², Chalta no.21 admeasuring 76.00m², Chalta no.22 admeasuring 76.00m² and Chalta no.83

Gantur *Pentur*

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admeasuring 690.00m² of P. T. Sheet No. 68 totally admeasuring 3038.00m² of City Survey of Vasco da Gama. An area admeasuring 815.00m² is retained by the owners for their personal use, leaving an area admeasuring 2223.00m² which is available for Development however the F.A.R. of the full area admeasuring 3038.00m² is available for DEVELOPMENT.



AND WHEREAS the Owners have agreed to enter into AGREEMENT FOR DEVELOPMENT with the Developer to develop the said property and enable him to carry out the development by constructing one or more multistoried buildings, etc.

AND WHEREAS the Developer who is in the business of Real Estate Development, Construction, etc., has approached the Owners to grant him rights to develop the said property and the Owners have accepted the proposal of the Developer and have agreed to entrust the "SAID PROPERTY" to the Developer for development of the same for a consideration and on other terms and conditions which are mutually agreed between the parties hereto.

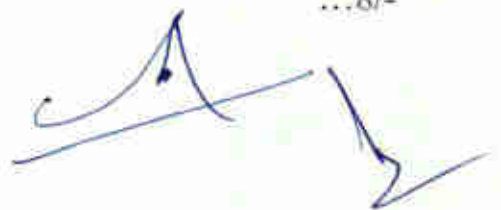
NOW THEREFORE THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AS UNDER:

1. With a view to develop the said property as may be permitted by all the concerned authorities, the Owners hereby agree to entrust and accordingly hand over to the Developer the work and right of development of the said property

..7/-

2. The Developer hereby agrees to develop and /or cause to be developed the said property, on the terms mentioned herein and as permitted by the concerned authorities by constructing thereon building(s) with due permission from the concerned authorities. The Developer agrees that he will obtain whatever permissions are required to develop the said property at his own cost and his own responsibility but in the name of the Owners and all fees and charges payable to the respective authorities shall be borne by the Developer.
3. In consideration of the Owners having agreed to entrust to the Developer the development of the said property and to confer upon the Developer, the rights, powers, privileges and benefits as mentioned herein, on the condition that he gives to the Owners 35% of the total built-up area, free of cost. The said area shall be provided by the Developer to the Owners in kind.
4. The Owners and the Developer mutually agree to allot the flats to each other as agreed upon by both the parties after the plans are approved by Mormugao Planning and Development Authority and Construction Licence issued by Mormugao Municipal Council.
5. The Developer is satisfied, after inspection of documents, that the Owners are full and absolute Owners of the said property and that the said properties are not subject to any mortgage charge or any other encumbrances or charges.
6. The Developer shall not start any work of development on the said property unless the building plans are approved by

...8/-



Mormugao Planning and Development Authority and construction licence is issued by the Mormugao Municipal Council.

7. The Owners give license and permission to the Developer to enter upon the said property or any part thereof as aforesaid with full right and authority to commence, carry on and complete the development thereof in accordance with the permissions herein mentioned.
8. The Developer is free to enter into agreements of sale of units/flats/offices in the said properties, with the prospective purchasers.
9. The OWNERS hereby expressly permit the DEVELOPER to undertake, develop and construct units/buildings in the said properties, at the entire risk, cost, responsibility, liability and expense of the DEVELOPER and further have no objection for the DEVELOPER to agree to sell such constructions/ units with proportionate undivided rights in the said property, to such purchasers/ buyers except the above mentioned 35% which includes five double bedroom flats with minimum 100.00m² approximately valued at Rs. 1,50,00,000.00 (Rupees One Crore Fifty Lakhs only) area to be handed over to the occupiers of houses in the "SAID PROPERTY" and one double bedroom flat with minimum 100.00m² area to be handed over to the Institution of Congregation of St. JOSEPH of Cluny. The OWNERS shall not in any way Interfere or obstruct or hinder the construction and right of the Developer to agree to sell the units therein or any part of the development/building therein.



10. The OWNERS shall, at the request and cost of the Developer, sign and execute from time to time, the plans and other applications for layouts, sub-division, construction of the building and structures on the said property for being sanctioned and approved by the Mormugao Planning and Development Authority and Mormugao Municipal Councils or other authorities provided all costs, charges and expenses including Architect's fees, sanad, infrastructure tax, electricity connection, water connection and transformer sewerage, disposal of garbage, etc. in this connection shall be borne and paid by the Developer alone and the Developer shall indemnify and keep indemnified the Owners from and against all actions, suits, proceedings, fines, penalties, architects fees and all costs, charges, expenses and damages incurred or suffered by the Owners. The Owners shall execute power of attorney in favour of the Developer or his nominee giving all necessary powers required to carry out the work of Development in all respect as contemplated by these presents.

11. The Developer shall be entitled to carry out at his own costs, charge and expenses in all respects all or any item of work for development of the said property including laying of drainage, cables, water pipes and other connections and items as per the terms and conditions imposed by the Mormugao Municipal Council while sanctioning the layout scheme and the said plans and also other items of works as may be required to carry out for the purpose of making the

...10/-



said property it for construction of buildings and structures therein. All finances for completion of the said items of works shall be provided and borne and paid by the Developer alone. The Owners hereby agree to render all assistance and co-operating that may be required by the Developer from time to time to carry out the Development work in respect of the said property and construction and completion of buildings and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising there from provided that the Owners shall not be liable to incur any financial obligations in that behalf.

12. The Developer shall be at liberty to sell and/or allot the dwelling units or flats and/or any other tenements/shops/offices and/or rights in the buildings and structures to be constructed on the SAID PROPERTY and/or to enter into any package deal arrangement for allotment of building and structures to be constructed on the said property except the ones reserved for the Owners as part of their consideration at such price and on such terms and conditions and provision as the Developer may think fit and any terms which may be imposed by any authority or authorities, provided always the Developer shall not be released or discharged from his liabilities and obligations hereunder to the Owners unless the Owner are provided with their respective flats and shops as hereinbefore mentioned.

...11/-

Gautam Puri

All such allotments shall however be made by the Developer at his own cost and account and at their risk, the intention being that the Developer shall alone be liable and responsible to such party or parties.

13. The Developer shall consume or utilize the full F.A.R. available in respect of the said property to be developed and shall further be entitled to utilize any F.A.R. that may be available in future due to change in Rules and Regulations entirely to his benefit.

14. The Developer shall complete the said flats agreed to be allotted to the Owners and to the Institution of Congregation of St. Joseph of Cluny hand over the same to with the Occupancy Certificates, within 36 months, from the date of issue of the construction license by Mormugao Municipal Council, failing which the Developer shall pay monthly an amount of Rs.10,000/- each flat, as agreed compensation until the possession of the flats is given, after they are constructed as per specifications annexed hereto as Annexure - I.

15. The Developer shall provide to the Owners a Certificate from the Architect certifying that the construction of the premises for the Owners and to the Congregation of St. Joseph of Cluny is carried out in accordance with the approved drawings and plans.

16. The Owners declare that no notice from the Government or any other local body or authority including the Municipal Council has been received by or served upon the Owners or



Signature *Signature*

Signature

...12/-

Signature

any person interested in the said property.

17. The Owners declare that they are entitled to enter into this agreement with the Developer and that they have full right and authority to sign and execute the same;

18. The Owner have not agreed, committed or contracted or entered into any Agreement for sale or lease nor have created any third party interest in the said property or any part thereof in favour of any person or persons other than the present Agreement for Development with the Developer and that they have not created any mortgage charge or any other encumbrances on the said property as mentioned herein;

19. That the Owners have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever;

20. The Developers shall be entitled to enter into separate contracts in their own name with building Contractor, Architects and others for carrying out the said development at t his own risk and costs.

21. The Developers shall be entitled to put up and permit to be put up advertisement boards upon the said properties but without involving the name of the Owners in any manner.

22. The open spaces and the unsold flats and other structures shall remain the property of the Developer until the same are transferred/sold to the prospective purchasers/Society if formed.

23. On completion of the flats, the Owners shall take the



Gautam *Pentala*

..13/-

possession of the same within seven days from the date of notice by the Developer to take the possession of the same. On expiry of the period of seven days it will be deemed that the Owners have taken the possession of the respective premises as per allotment herein before irrespective of the fact whether they have actually taken the same or not.

24. After possession the cost of monthly maintenance and the house tax and other liabilities applicable shall be borne by the Owners.

25. It shall be obligatory for the Owners to join the entity, if any, formed by the Purchasers of the premises of the building to be constructed on the said property including a Co-operative Housing Society and abide by the rules and regulations of such entity or Society or transfer other premises to be constructed in the said properties by individual Sale Deeds.

26. In case GST is liable to be paid against this agreement the Developer shall pay the same on behalf of the Owner and the owner shall compensate the amount to the Developer either by cheque or in kind by disposing the same amount of the area allotted under this agreement or in any other suitable manner as decided by the Fabrica.

SCHEDULE - I

(DESCRIPTION OF THE FIRST PROPERTY)

ALL THAT PROPERTY BEING the property named as

..14/-

Gentini

Particular

[Signature]

'BENAPEDDA' situated at Vaddem, Vasco da Gama, Goa of Mormugao Taluka, District South Goa, State of Goa and Sub-registration of Mormugao, within the jurisdiction of Mormugao Municipal Council and Mormugao Planning and Development Authority, not registered in the Land Registry of Salcete but enrolled in the Taluka Revenue Office of Mormugao, Vasco da Gama under matriz no. 329 and entered in the survey records under Chalta no.18 to 22 of P.T. Sheet No. 68 of City Survey of Vasco da Gama, Goa admeasuring 2348.00 m² which falls in Ward no. 20 and bounded as follows:

On the North: by top of hill-Chalta No.83 belonging to Cluny Convent

On the South: by Chalta no.23

On the East: by Chalta no.25 belonging to the heirs of Mrs. Maria Ismara Pereira.

On the West: by Chalta no.9.

SCHEDULE -II

DESCRIPTION OF THE SECOND PROPERTY

ALL THAT PROPERTY being 690.00/5493.00 m², undivided share in the property named as "Bailo Dongor" situated at Vaddem, Vasco da Gama, within the jurisdiction of Mormugao Municipal Council, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, surveyed under Chalta No. 83 of P. T. Sheet No. 68 of the City Survey of Vasco da Gama, and bounded as a whole as under:

 ..15/- 

North: By the properties of Fr. Joao Brito Araujo of the Confraria De Santas Almas of the Church of Mormugao and of Pudentiade Araujo;

South: By the property of Francisco Xavier Do Carmo Vas;

East: By the properties of the fabrica of Mormugap Church, the Confraria of Nossa Senhora de Guia of Francisco Xavier de Araujo of Joao Ernesto Mazarelo, Amelia Fernandes, Joao Sanches and Inacio Pedro Sanches;

West: By the Village of Mormugao.

IN WITNESS WHEREOF the parties hereto have put their hands the day and year first hereinabove written.



João Brito *Pudente*

[Signature]

Signed, Sealed and delivered

By the within named OWNERS

FABRICA DE IGREJA DE ST. ANDRE, VASCO DA
GAMA, THROUGH ITS MANAGING COMMITTEE

(1A) PRESIDENT, REV. Fr. GABRIEL COUTINHO



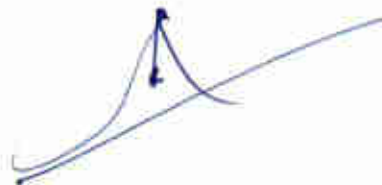
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Right Hand

Goutinho

Prints



..171-



(1B) TREASURER, MRS. ANNETTE MARIA CONCEICAO
COUTINHO



Annette Coutinho
Signature



Left Hand



Right Hand

Annette Coutinho

A stylized handwritten signature or mark in blue ink.

[Signature]
..18/-

(1C) ATTORNEY, MR APRICIO DE ASCENCAO DE
CRISTO DE SA PEREIRA



Left Hand



Right Hand

Apricio

Perreira

..19/-

Signed, Sealed and delivered

By the within named DEVELOPER

2. M/S. AMBIENCE REAL ESTATE DEVELOPERS,
THROUGH ITS PROPRIETOR,
MR. JOHN VINCENT SOARES.



Signature



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Right Hand

Witnesses:

1. Manuel A. Dias

2. Sweetg S. Mandrekar



Office of Sub-Registrar Mormugao

Government of Goa

Print Date & Time : 29-11-2018 02:32:50 PM

Document Serial Number : 2459




Presented at 01:16:00 PM on 29-11-2018 in the office of the Sub-Registrar(Mormugao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	525000.00
2	Processing Fees	400.00
	Total :	525400.00

Stamp Duty Required: 435000.00

Stamp Duty Paid: 435000.00

John Vincent Soares presenter

Name	Photo	Thumb Impression	Signature
John Vincent Soares, S/o Late Camilo Soares. Married, Indian, age 64 Years, Business, r/o Off. S-11, Ambience Bela Vista -1, Near Canara Bank, Chicalim, Goa. As a Proprietor of M/s Ambience Real Estate Developers having its office at Chicalim, Goa.			

Endorsements



Executant

1 . Rev. Fr. Gabriel Coutinho, S/o Late Aranha Coutinho , UnMarried, Indian, age 48 Years, Priest, r/o St. Andrew's Church Complex, Vasco da Gama Goa. As a President of Fabrica De Igreja De Vasco da Gama also known as Fabrica De Igreja De St. Andre Vasco da Gama PAN No. AAATF0392E



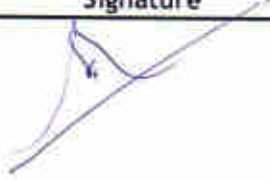
Photo	Thumb Impression	Signature
		

2 . Mrs. Annette Maria Conceicao Coutinho, D/o Late Mr. Arcanjo Furtado, Married, Indian, age 52 Years, Service, r/o Flat No. S-6, Smitha Apartments, Near Goa Shipyard Officer's Club, Vasco da Gama Goa. As a Treasurer of Fabrica De Igreja De Vasco da Gama also known as Fabrica De Igreja De St. Andre Vasco da




Gama PAN No.AAATF0392E

Photo	Thumb Impression	Signature
		


3 . Apricio De Ascencao De Cristo De Sa Pereira, S/o Late Roque Francisco De Sa Pereira, Married, Indian, age 68 Years, retired, r/o H.No.74, Bairro, Mangor, Maimolem Road, Vasco da Gama Goa As a Attorney of Fabrica De Igreja De Vasco da Gama also known as Fabrica De Igreja De St. Andre Vasco da Gama PAN No.AAATF0392E vide order No.SC/103/2013-14 dt 03.05.2013 of his excellency the Archbishop of Goa and Daman and Patriarch of East Indies

Photo	Thumb Impression	Signature
		

4 . John Vincent Soares, S/o Late Camilo Soares, Married, Indian, age 64 Years, Business, r/o Off. S-11, Ambience Belavista - Near Canara Bank, Chicalim, Goa. As a Proprietor of M/s Ambience Real Estate Developers having its office at Chicalim, Goa.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Manuel Dias , S/o Miguel Dias, Married, Indian, age 48 Years, Business, r/o Chicalim Goa.	



Sub-Registrar
GOA - REGISTRAR
MORMUGAO

Scanned By:-

Signature:-


Designed and Developed by C-DAC, ACTS, Pune

Book-1 Document
Registration Number MOR-BK1-02390-2018
CD Number MORD36 on
Date 30-11-2018


Sub-Registrar (Mormugao)
SUB-REGISTRAR
MORMUGAO

Scanned By:-

Sarila Cabral
Edu

 Signature:-

Designed and Developed by C-DAC, ACTS, Pune ^{pr}