



गोवा GOA

Serial No. B/850 Please of Vend Mapusa Date 11/10/2016
Value of Stamp Rs. 1000/-
Name of Purchaser J. Santamaus
Resident at Mapusa Son of
Signature of Vendor [Signature] Signature of Purchaser [Signature]
Anacleta L P Fernandes
Lic. No. 13, Benaum Mapusa

375551



AGREEMENT FOR SALE AND DEVELOPEMENT

[Signature]

Lavitha Kodaiques

[Signature]



(hereinafter referred to as the DEVELOPER, which expression shall include his heirs, successors, legal representative and assigns) of the Other Part;

SHOWETH;

WHEREAS the Owner are the owners in possession of the property known as MAINWADO, situated at Maina Vaddo, Aldona, Bardez, within the Jurisdiction of the Village Panchayat of Aldona, within the registration Sub District of Bardez, of the District of North Goa, found described under description No. 16585 at page 43 of Book B-43 (new) and inscribed under inscription no. 13210 at page 89 of Book G-19 in the Land Registration Office, not found enrolled in the Taluka Revenue Office of Bardez but surveyed in the Records of Rights under Survey No. 11 Sub Division No. 8 of Village Aldona. This property bearing Survey No. 11/8 of Aldona, totally admeasures 625 square meters and its bounded on the East by the Properties bearing Survey Nos. 11/9 and 11/10-A, on the West by the Property bearing Survey No. 11/7 (Lane), On the North by Road and on the South by Road. This Property better described in Schedule-I written hereunder shall be referred to as the SAID PROPERTY for the sake of brevity.

AND WHEREAS the Said Property belonged to Mrs. Ana Fernandes who hailed from Aldona Bardez, Goa.

AND WHEREAS by Deed of Gift dated 4/8/1915 the said Ana Fernandes gifted the Said Property to her nephew Mr. Sebastiao Antonio Rodrigues.

AND WHEREAS the Said Mr. Sebastiao Antonio Rodrigues alias Baltazar Antonio Rodrigues alias Baltazar Anthony Rodrigues was married to Mrs. Clara Magdalena Dias alias Ana Clara Dias alias Madalena Dias both of whom expired on 1/11/1945 and 3/12/1929 respectively.

AND WHEREAS upon the death of said Mr. Sebastiao Antonio Rodrigues alias Baltazar Antonio Rodrigues alias Baltazar Anthony Rodrigues and his wife Mrs. Clara Magdalena Dias alias Ana Clara Dias alias Madalena Dias, Inventory Proceedings bearing No. 237/2013/E were initiated in the Court of Civil Judge Senior Division at Mapusa.

CP Rodrigues

Lavitha Rodrigues

M. Rodrigues

THIS AGREEMENT FOR SALE AND DEVELOPMENT made at Mapusa, on this 4th day of Octobers 2016;

BETWEEN:

1. **MR. ALOYSIOUS ANTHONY HILLARY RODRIGUES alias ALOYSIUS ANTHONY RODRIGUES**, son of late Mr. Diogo Xavier Rodrigues, of about 68 years of age, married, retired, British National of Indian Origin, and wife;
2. **MRS. TERESA KRYSTYNA RODRIGUES**, daughter of late Mr. W. Baziuk, of about 65 years of age, married, housewife, British National, both residents of 31 Worpel Way, Rayners Lane, Harrow MIDDX HA2 9SN, United Kingdom, and
3. **MR. ALBERT FRANCIS REGINALDO RODRIGUES**, son of late Mr. Diogo Xavier Rodrigues, of about 67 years of age, married, retired, British National of Indian Origin, and wife;
4. **MRS. JANET NAOMI RODRIGUES**, daughter of Mr. Anthony Victor Cracknell, of about 56 years of age, married, service, British National of, both residents of 47, Talygarn Street Heath, Cardiff CF14 3PS, United Kingdom,
5. **MR. CLARENCE RODRIGUES alias CLARENCE DAMIAN JOSEPH RODRIGUES**, son of late Mr. Diogo Xavier Rodrigues, of about 65 years of age, married, retired, Indian National, and wife;
6. **MRS. LAVITHA NORONHA alias LAVITHA RODRIGUES**, daughter of late Mr. Guilherme Noronha, of about 51 years of age, married, housewife, Indian National, both residents of House No. 25/A-1, Khadpa Vaddo, Cunchelim, Mapusa, Bardez, Goa, (hereinafter referred to as the OWNERS, which expression shall include their heirs, successors, legal representatives and assigns) of the One Part;

AND:

MAXPHIL CONSTRUCTIONS, represented by its Proprietor **MR. MACBETH JUDE SIMON DA ROCHA**, son of Mr. Philip Rocha, of about 41 years of age, married, business, Indian National, resident of Santarxette, Aldona, Bardez, Goa

DRodrigues

Lavitha Rodrigues

Macbeth





AND WHEREAS the Said Property bearing Survey No. 11/8 of Aldona, admeasuring 625 square meters was enlisted as Item no. 1 in the list of assets filed therein and the same was taken in auction by/allotted to the owners no. 1, 3 and 5 herein with each of them having 1/3rd Undivided Right in the Said Property, which allotment was confirmed by Order dated 30/1/2016.

AND WHEREAS the Owner nos. 2, 4 and 6 are the respective spouses of the Owner Nos. 1, 3 and 5.

AND WHEREAS the Owners are thus the exclusive lawful owners in the possession of the Said Property.

AND WHEREAS the Owners wish to sell the Said Property including the residential house existing therein for development for the purpose of constructing there a building comprising flats, shops and office for sale to prospective purchasers.

AND WHEREAS the Developer has offered to develop and purchase the Said Property alongwith the house existing therein in consideration of the Developer constructing and allotting One 2BHK Flat on the 1st Floor admeasuring about 102 square meters, in the building to be constructed by the Developer in the Said Property alongwith one covered parking slot besides payment of an amount of Rs. 20,00,000/- (Rs. Twenty Lakhs Only) which is to be paid in the following manner;

- a) Rs. 10,00,000/- (Rs. Ten Lakhs Only) to be paid by the developer to the owner six months after obtaining the construction license.
- b) Rs. 10,00,000/- (Rs. Ten Lakhs Only) to be paid by the developer to the owner one year after obtaining the construction license i.e. six months after the first payment stipulated at (a) above.

AND WHEREAS the owners have accepted the Said Offer made by the Developer.

AND WHEREAS the parties hereto have mutually agreed upon the following terms and conditions.

C. Rodriguez

Lavitha Rodriguez

M. P. C.



IT IS HEREBY AGREED AND BETWEEN THE PARTIES AS FOLLOWS:

1. THAT the Owners do hereby agree to give to the Developer their Said Property admeasuring 625 square meters alongwith the residential house existing therein for developing in consideration of the Developer constructing and allotting on ownership basis One 2BHK Flat on the 1st Floor admeasuring about 102 square meters, in the building to be constructed by the Developer in the Said Property alongwith one covered parking slot besides payment of an amount of Rs. 20,00,000/- (Rs. Twenty Lakhs Only) which is to be paid in the following manner;
 - a) Rs. 10,00,000/- (Rs. Ten Lakhs Only) to be paid by the developer to the owner six months after obtaining the construction license.
 - b) Rs. 10,00,000/- (Rs. Ten Lakhs Only) to be paid by the developer to the owner one year after obtaining the construction license i.e. six months after the first payment stipulated at (a) above.
2. THAT the Owners shall deliver on cause to be delivered all documents relating to the title of the said property to the Developer for the examination and investigation of title of the Owners to the said property forthwith. The Owners shall do or cause to be done all acts, deeds and things necessary for giving a clear title to the said property before the approval of the building plans.
3. THAT the Owners do hereby empower the Developer to enter upon the Said Property for the purpose of taking measurements, doing development work, making constructions as per he plans which shall be drawn up by the Developer and duly approved by the Panchayat, Town and Country Planning Department or any other competent authority.
4. THAT the Developer shall be entitled to apply for and obtain all licenses, permission, etc., in his own name or in the name of the Owners and at his own cost and the Owners shall sign any or all documents for the said purpose. The Owners shall

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Lavitha Rodrigues

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also give a power of attorney to the Developer for this purpose.

5. THAT the Developer shall be entitled to build in the said property as per his choice for residential/commercial purpose for himself or for and on behalf of his nominee or nominees and shall be entitled to raise finance by selling or agreeing to sell or to obtain advance for such construction from any person or persons or institution of his choice. The Developer shall also be entitled to agree to sell the parts/share/rights in the said property to the prospective purchaser of the construction in the Said Property. Provided that the Owners shall not be liable to repay any such finance received by the Developer.
6. THAT the Owners shall not interfere in any manner with the drawing up of the plans or the constructions to be carried out in the said Property and all or any of the works ancillary thereto which work shall be done by the Developer or his agents, servants or nominees at his own cost.
7. THAT the Owners shall transfer the Said Property in whole or in part or in shares in the property in favour of the Developer or his nominee or nominees as may be indicated by him or to any other legal entity as and when required by the Developer but not before the Developer has allotted and handed over possession of the Flat agreed to be constructed by the Developer for the Owners as consideration for Sale and Development of the Said Property.
8. THAT the Owners shall assist and co-operate with the Developer in doing or causing to be done all that is necessary for obtaining the license of the construction in the Said Property and for transferring the Said Property in favour of the Developer or his nominee or nominees. The Owners shall sign all applications, plans declarations, affidavits, deed or documents, required for the said purpose by the Developer.
9. THAT all the expenses involved for obtaining the licenses, carrying out the construction, transferring the Said Property to the Developer or his nominee or nominees or to the legal entity and all legal costs and charges shall be borne by the Developer.

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10. THAT any letters/notices to be served on the Owners shall be served on Mr. Clarence Joseph Damian Rodrigues, House No. 25/A-1, Khadpa Vaddo, Cunchelim, Mapusa, Bardez, Goa, and the same shall be deemed to have been duly served on the Owners.
11. THAT if at any time the floor area ratio at present applicable to the said Property is increased such increase shall accrue to the benefit of the Developer alone.
12. THAT all papers, documents or deeds pertaining to the Said Property or the constructions thereof shall be prepared by the Advocate of the Developer.
13. THAT it has been agreed by the Parties that subject to any natural calamity or inadvertent situations, the Developer shall complete the Flat agreed to be constructed for the Owners, within the period of 24 months from the commencement of works on the building project/issue of Construction license.
14. THAT the parties shall be entitled to the specific performances hereof.
15. THAT the Seller Nos. 1 and 2 herein are represented through their attorney, their brother/brother-in-law, Mr. Clarence Joseph Damian Rodrigues, the Seller No. 5 herein, by virtue of Instrument of Power of Attorney dated 1/10/2012 executed before Notary Public, Middlesex, United Kingdom.
16. THAT the Seller Nos. 3 and 4 herein are represented through their attorney, their brother/brother-in-law, Mr. Clarence Joseph Damian Rodrigues, the Seller No. 5 herein, by virtue of Instrument of Power of Attorney dated 30/7/2012 executed before High Commission of India, London.

SCHEDULE- I

Immoveable Property known as MAINWADO, situated at Maina Vaddo, Aldona, Bardez, within the Jurisdiction of the Village Panchayat of Aldona, within the registration Sub District of Bardez, of the District of North Goa, found described under description No. 16585 at page 43 of Book B-

CS Rodrigues

Clarence Rodrigues

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43 (new) and inscribed under inscription no. 13210 at page 89 of Book G-19 in the Land Registration Office, not found enrolled in the Taluka Revenue Office of Bardez but surveyed in the Records of Rights under Survey No. 11 Sub Division No. 8 of Village Aldona. This property bearing Survey No. 11/8 of Aldona, totally admeasures 625 square meters and its bounded on the East by the Properties bearing Survey Nos. 11/9 and 11/10-A, on the West by the Property bearing Survey No. 11/7 (Lane), On the North by Road and on the South by Road.

SCHEDULE- II

(Specification of Flat to be constructed for the Owners)

One 2BHK Flat on the 1st Floor admeasuring about 102 square meters, in the building proposed to be constructed by the Developer in the Said Property specified in the Schedule-I above alongwith one covered parking slot.

AND THAT this Agreement is prepared on the Stamp Paper of Rs. 1000/-.

IN WITNESS WHEREOF the Donors and the Donee have signed this Deed at Mapusa, on the day, month and year hereinabove mentioned in the presence of witnesses signed hereunder.

OWNERS;

1.

Cl Rodrigues

Mr. Clarence Rodrigues alias
Clarence Damian Joseph Rodrigues
(For self & as attorney of Owner
Nos. 1, 2, 3 and 4)




2.

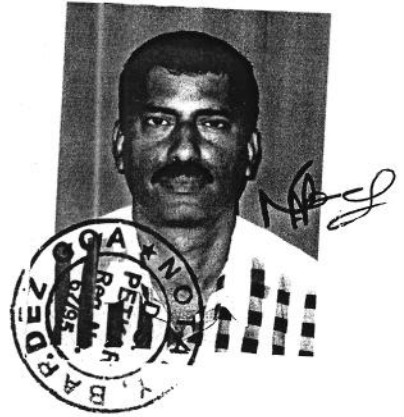
Lavitha Rodrigues

Mrs. Lavitha Noronha
Alias Lavitha Rdorigues

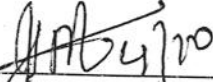


DEVELOPER;


Mr. Macbeth Simon da Rocha

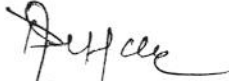


WITNESS

1. 
JERRY SANTAMARIA
B Comm L B
ADVOCATE
ANSABHAT MAPUSA
BARDEZ GOA

2. B. Khan (Nasima Khan)

I attest the sign/signs of the party/parties
on agreement / ~~M.O.U.~~ for sale of ~~clearance~~
Mapusa Date: 04/10/2016


D. S. PETKAR
B. A. L. L. B
Notary. Reg. No: 67/95
Sr. No: 17778/2016

