



गोवा GOA



Serial No. 7977 Place of Vend MARGAO Date: 23/8/17 417772
Value of Stamp Paper:
Name of Purchaser: Anastasia S. Temudo
Residence: Tilamol Name of Father:
Purpose: Transacting }
As there is no stamp paper for the value of Rs.
Additional stamp papers for the completion of the value are
attached along with.
Stamp Vendor's Sign. Ernelinda
Ernelinda Alencar Dias
Shop No. C-16, SGPDA Market,
Lic No. JUD/VEN-Lic/2006/AC-1
Signature of Purchaser As Temudo

AGREEMENT FOR DEVELOPMENT AND EXCHANGE

This Agreement is executed at Curchorem on this 13th day of August
Two Thousand and Seventeen.

As Temudo

[Signature]

BETWEEN

1. SHRI. FELIX VINCENT TEMUDO, S/o. Carlito Nazareth Temudo, age 46 years, married, service, holding a PAN Card bearing No. ANXPT3813G Indian Origin holding an OCI Card bearing No. A 2057788 and his wife;

2. MRS. ANASTASIA SILVIA TEMUDO, W/o. Felix Vincent Temudo, age 42 years, married, housewife, Both r/o. H. No. E-552, Kacumodi, Quepem Goa, holding a PAN Card bearing No. ANXPT3813G Indian National, hereinafter referred to as "**OWNERS**" (which expression unless exclusion by or repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, assignees) of the **ONE PART**.



AND

SHRI. SHAIKH NAWAZ, S/o. Shaikh A. Mutalib, age 40 years, married, Businessman, Indian National, r/o. H. No. 1242, Shaikh Villa, Cariamoddi, Pontemol, Curchorem, Quepem Goa, holding a PAN Card bearing No. APLP50746M hereinafter referred to as the "**DEVELOPER**", (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, assignees) of the **OTHER PART**.

The Owner No. 1 herein namely; **Mr. Felix Vincent Temudo** is dully represented by his wife namely; **MRS. ANASTASIA SILVIA TEMUDO** by virtue of Power of Attorney dated 27/02/2017 executed before the Notary Smt. Cristina C. Dias, Margao under Registration No. 769/17.

WHEREAS there exists a landed property that is half of the property known as "**CANCONA MORDI**", situated in village Xeldem, Quepem Taluka, District of South Goa, State of Goa, , within the limit of village Panchayat of Xeldem, described in the Land registration office of Quepem, under No. 5920, at pages 207 of Book No. B/5 old, however not enrolled in the Taluka, revenue office of Quepem under any Matriz number, but surveyed under survey no. 76/6 of village Xeldem.

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AND WHEREAS, the ancestors of the First party Smt. Romana Azavedo purchased from one Caetano Leitao and his wife a lot no. 5 admeasuring an area 5900 sq. mts by virtue of Deed of Sale dated 23-1-1947 dully registered in the office of Commarca of Quepem at Cusmona . This Plot No. 5 is hereinafter referred as the SAID PROPERTY.

AND WHEREAS the said property was devolved upon by the father of the first party by way of Succession after the demise of Shri. Vincent Cleto Marcelino Temudo and his wife Smt. Romana Azavedo being his parents.

AND WHEREAS by virtue of deed of Partition and Allotment 24/8/2006 executed in the office of Sub Registrar of Quepem under registration no. 558, at pages 473 to 500, Book No. I, Vol. No. 399 dated 6/9/2006, Mr. Felix Vincent Temudo and his wife Smt. Anastasia Silvia Temudo became the owners of the **Plot No.2** admeasuring an area 3468 sq. mts. along with the house and the well which is existing in the said plot surveyed under survey no. 76/6-A of village Xeldem.

WHEREAS the owners are desirous of developing part of the said plot no. 2 forming an area 1468 sq. mts. by handing over the possession of the said area to the Developer/ builder. The part of the area of Plot No. 2 which the First Parties agreed to give for possession to the Developer for development purpose is 1468 sq. mts. of survey No. 76/6-A of village Xeldem and is bounded on the East by property bearing survey No. 76/6 & remaining part of the property bearing survey no. 76/6-A; on the West by property bearing survey no. 77/1; on the North by property bearing survey no. 77/5 and on the South by property bearing survey no. 77/7. This Part of the Plot is hereinafter referred as the "**SAID PLOT**" and is marked on the plan in red colour ink which is annexed to this Agreement.

WHEREAS the Developer who is in the construction line and who constructs buildings and sells the premises thereon to the respective purchasers, approached to the first parties and expressed his desire to construct buildings on the said plot of which the request was agreed by the Owners.



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AND WHEREAS the Owners have agreed to give for the Development the said plot forming an area 1468 sq. mts. to the Developer in consideration of which the Developer agreed to construct and allot to the Owners/ First Party herein 4 flats of double bedrooms with an area of 90 sq. mts. of each Flat (i.e. in **Building A** Flat No. F-1 on First Floor and Flat No. S-1 on Second Floor, and in **Building B** Flat No. F-1 & F-2 on First Floor) to which the Owners/ First Party agreed for the same.



NOW THEREFORE THIS AGREEMENT WITNESSES AS

UNDER:-

1. The Owners/ First Party shall give for the development to the Developer the said plot forming an area 1468 sq. mts of survey no. 76/6-A of village Xeldem described and identified as above and more particularly shaded in red in the annexed plan, in consideration of which Developer agreed to construct and allot to first parties 4 flats which are mentioned above of an area 90 sq. mts each proposed to be constructed by the Developer in said plot, totally valued at a cost of Rs. 80,00,000/-
(Rupees Eighty Lakhs only)
2. The Developer shall get at his own cost, the plan of the buildings drawn by the qualified Engineer/Architect, obtain plan duly approved by the concerned lawful authorities and bodies pay the requisite fees to the concerned authorities and bodies.
3. That the Developer shall construct the buildings as per the approved plan, consisting of the ground floor, the first floor and the second floor of the buildings and the same shall be completed within a period of 2 years from the date of the approval of the plan by the village panchayat of Xeldem.
4. That the Owners/ First Party shall clear the said plot by cutting down the existing trees and bushes at their own expenses before delivering the said plot to the second party for the purpose of

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construction, failing which the second party shall clear the said plot and the expenses shall be borne by the Owners/ First Party which shall be reimbursed by the Owners/ First Party on production of the expenditure bills.



5. That the Developer shall carry out the construction of the said building by using good and quality material. The same shall be a RC construction. That if any additional changes/work is required to be carried out besides given specification than the First Parties shall intimate in writing to the Developer about such additional changes/work in advance.

6. The Developer shall give possession of the flats mentioned above to the Owners/ First Party within a period of 2 years from the date of approval of the plan by procuring the occupancy certificate. In case Developer fails to complete and hand over the possession of the 4 flats to the Owners/ First Party which they have agreed above with the aforesaid period, the Developer shall be liable to pay the compensation to the Owners/ First Party at the rate of Rs. 20,000/- (Rupees twenty Thousand Only) per month for such area that is yet to be completed and handed over to the Owners/ First Party within the aforesaid stipulated period of 2 years. The developer shall however be granted a grace period of 3 months to complete the construction and hand over the possession of the said agreed premises to the Owners/ First Party before he become liable to pay such compensation.

7. The Developer on execution of this Agreement, shall take immediate step to obtain licences and approvals from the requisites authorities and to commence construction work in the said plot on obtaining such licences and approvals.

8. It is agreed by the Developer that he will construct the boundary wall in the said plot at his own cost.

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9. The entire cost and expenses and charges that shall be incurred for the construction of the said Buildings or for the Development of the plot including Fees for the approval of Plans, fees and charges to be paid to the concerned authorities, Architectural fees and Engineer Fees, Electricity, water and all other charges, stamp duties, registration and other incidental charges shall be borne and paid by the Developer.

10. The Developer shall be free to enter into Agreement with the prospective buyers in respect of the construction and/or selling of the flats and other premises in the said buildings. However the Developer shall not sell or dispose off or enter into any kind of Agreement for sale of the said premises reserved for the Owners/ First Party herein.

11. The Developer shall be at liberty to accept any amount of money as earnest money or part of payment of the price of the said flats, or block of the said proposed buildings from the prospective Purchaser. The Developer shall be solely responsible or answerable or liable to such prospective Purchaser or any persons from whom he shall take money or amount in that behalf. The Owners/ First Party shall not be responsible or answerable or liable in whatsoever manner to such prospective purchaser or other persons. The Developer shall expressly state this condition to such prospective Purchaser. Any Agreement or contract made by the Developer shall not be binding on the Owners/ First Party.

12. The Developer shall have no right to do any additional construction in the space falling outside the building to be constructed by the Developer as per the approved plan and same vests in the Owners/ First Party.

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13. That the occupancy certificate for the entire buildings shall be obtained by the Developer at his own cost before handing over the possession.

14. The Owners/ First Party shall execute Power of Attorney in favour of Developer with which the developer can sign all the applications, declarations and plan required for getting approved the plan and to enable the developer to sell the remaining flats of the said building except the flats which are kept reserved for Owners/ First Party herein.

15. The Developer and/or the persons to whom the developer will sell the flats shall not be entitled for partition of his interest in the space covered by the buildings and or the space outside the buildings since his interest will be impartible.

16. The Owners/ First Party hereby agrees that the first party shall have no claim of whatsoever nature on any flats of the said buildings except in respect of the said flats earmarked to the first parties in exchange of the share of the Owners/ First Party in the area covered by the said buildings. All open spaces, lobbies, staircases, terrace etc. shall remain in joint custody of the parties hereto until the land covered by the said buildings is transferred to a co-operative housing society or legal entity of the owners of the flat is formed and first parties shall be a member of the same only for the maintenance purpose.

17. The Developer may at any time hereinafter enter into any type of agreement with anybody of his choice for the sale of the flats in the building to be constructed in the converted area without any reference to the first parties except the flat earmarked for the Owners/ First Party.

18. The Owners/ First Party herein shall be absolute lawful owners of the said reserved premises i.e. of 4 Flats as agreed and given in exchange of the share of the Owners/ First Party and the Developer shall not have



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20. The Developer shall carry out the construction of the buildings as per the plan sanctioned by the authorities entirely at his own cost without in any manner affecting the first parties.

21. It is hereby agreed by and between the parties to this agreement that the period fixed for construction of flats earmarked to the first Parties of this agreement is inclusive of period of obtaining the occupancy certificate.

22. It is hereby agreed by and between the parties that the first party shall not be responsible for the quality and standard of the construction work of the building and shall not be responsible to the proposed buyers to whom the second party may sell the proposed flats.

23. It is agreed by and between the parties that after completion of the construction of the flats reserved for the first party, the Developer shall inform in writing to the Owners/ First Party about its completion and hand over the possession of the same to the Owners/ First Party along with the occupancy certificate.

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24. It is agreed that upon the receipt of intimation from the Developer, the Owners/ First Party and the Developer shall jointly fix an inspection of the agreed premises with their respective Experts, which site inspection shall be held within the period of 7 days from the date of receipt of intimation from the Developer and satisfy them, that the same are built in accordance with the plans and specifications and are free from any defects. The Developer shall be bound to rectify any defect brought to the notice of the developer by the Owners/ First Party within the period of 3 months, of the Owners/ First Party taking possession of the agreed premises

25. In case of any loss, damage, disability suffered by any person employed by the second party on the proposed construction, the Owners/ First Party shall not be liable for any such act or damages either under the workmen's compensation Act or any other law for the time being in force for damages or for compensation and second party will be solely responsible for the same.

26. The Owners/ First Party herein shall be the member of the society if formed and will have right to the topmost terrace of the building for the purpose of fixing any type of antenna along with the others.

27. It is hereby agreed and made clear that the time is the essence of this agreement.

28. Either party hereto shall be entitled to specific performance of this Agreement.

29. That the Developer shall not do any construction beyond the area occupied by the said buildings and more particularly shown in the approved plan by maintaining setbacks.

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30. The Developer shall be entitled to make alteration and changes in the plan if it is required to do so for the benefit of both the parties but with the written consent/permission from the Owners/ First Party to do the same. The Owners/ First Party shall permit the Developer to use the water from the well and the bore well for the purpose of construction of the said buildings and the bills for the same shall be required to be paid by the Developer to the concerned department. The Owners/ First Party also allow the Developer to store the construction material in the said plot at the time of construction of the said residential buildings. The outhouse consisting of rooms which is existing in the other half of the property to be given to the Developer for keeping his staff/labor, which will be vacated at the time of completion of construction.

31. The details about the specification of the flats earmarked for the first parties are as mentioned in clause number 35 of this agreement.

32. The measurements of the flats in the annexed plan are built up area thereof.

33. Incase any dispute arises with respect to the ownership of the said property/plot is concern the same shall be resolved by the Owners/ First Party and the expenses incurred to that regard shall be borne by the Owners/ First Party.

34. If any dispute arises between the parties out of the transaction, the same shall be referred to a sole arbitrator mutually agreed and the award made by the said arbitrator shall be binding upon the parties.

35. The construction of the flats will be done as per the specification given below:

a. Structure shall be of R.C.C. framed structure as per the design approved by the authority.

b. Walls shall be of brick/laterite masonry or concrete blocks.

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c. All external walls shall be plastered with two coats of cement mortar and painted with good quality cement paint. Internal walls shall be painted with oil bound distemper.

d. The WC will be of Indian European type dado wall up to 1.2 mts.

e. Kitchen will be provided with platform of ceramic tiles with stainless steel sink and dado up to 60 cms. Height.

f. Concealed / casing wiring and switches will be 'Anchor' make or any other equivalent brand.

g. Plumbing will be of PVC, sanitary fitness will be white in colour.

h. Main door shall be of teakwood and other internal doors shall be flush doors.

i. Vitrified tiles flooring.

j. Alluminium glazed windows shall be provided.



SCHEDULE

All that part of the Plot admeasuring an area 1468 sq. mts of Plot No. 2 of the property known as **“CANCONA MORDI”**, situated in village Xeldem, Quepem Taluka, District of South Goa, State of Goa, , within the limit of village Panchayat of Xeldem, described in the Land registration office of Quepem, under No. 5920, at pages 207 of Book No. B/5 old, however not enrolled in the Taluka, revenue office of Quepem under any Matriz number, but surveyed under survey No. 76/6-A of village Xeldem and is bounded on the East by property bearing survey No. 76/6 & remaining part of the property bearing survey no. 76/6-A; on the West by property bearing survey no. 77/1; on the North by property bearing survey no. 77/5 and on the South by property bearing survey no. 77/7.

IN THE WITNESS WHEREOF the parties hereto have set and subscribe their respective hand and seals on the day, month and year first above written.

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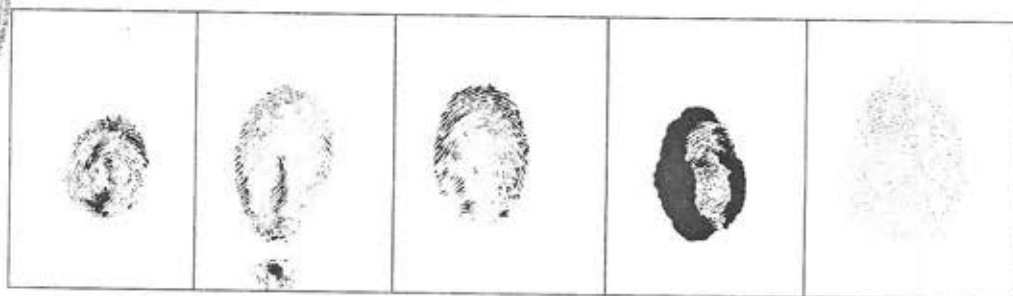
SIGNED AND DELIVERED BY THE

WITHIN NAMED OWNER NO.2 (FOPR SELF AND AS AN Attorney Owner
No.1)

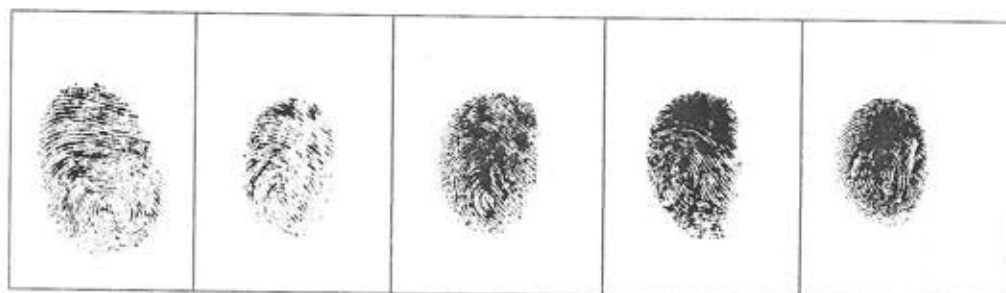


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Left Hand Finger Prints _____



Right Hand Finger Prints of owner no.1.

SIGNED AND DELIVERED BY THE

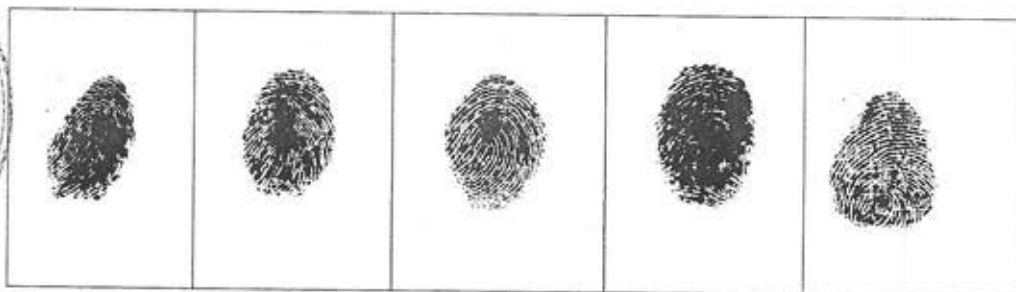
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WITHIN NAMED DEVELOPER



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Left Hand Finger Prints _____



Right Hand Finger Prints of Developer:

WITNESSES:

1. [Signature]
SERAFINO NICOLAU L. FERNANDES
2. _____

[Signature]

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EXECUTED BEFORE ME
WHICH I ATTEST
Vithoo K. Nair
NOTARY
VITHOO K. NAIR
CURCHOREM
STATE OF GOA, INDIA
REGD. NO. 1572/2017 D. 1991

23/08/2017