

भारतीय गैर न्यायिक INDIA NON JUDICIAL



एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

सत्यमेव जयते


INDIA


गोवा GOA

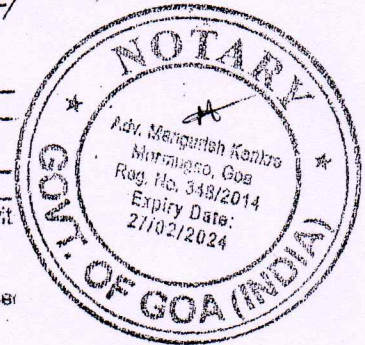
573126

Sl. No. 2148, Place of Vending - VASCO, Date of Sale 01/02/2021
Vendor - RANJANA CHAUDHARY resident of Desterro, Vasco
License No. - JUD/VEN-LIC/2/2015/AC-1
Value of Stamp Paper 1000/-
Name of Purchaser SURESH RAMAT
Father's Name GANPATI
R/O VASCO Purpose MOU

As there is no single Stamp Paper available for the value of Rs. _____
Additional Stamp Paper for the completion of the Value is attached along with

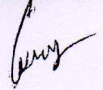
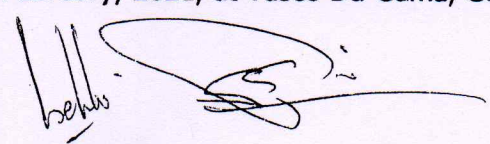


Signature of Stamp Vendor


Signature of Purchaser



AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made this 1st day of the month of February, 2021, at Vasco-Da-Gama, Goa.



BETWEEN

1. **MR. SURESH GANAPATI KAMAT**, son of Mr. Ganapati Kamat, 50 years of age, married, businessman, having PAN : AFUPK2830B, resident of FB/2, House No.260, Near Last Bus Stop, New Vaddem, Vasco-Da-Gama, Goa, and **2.MR. MAHESH KUMAR BEHKI**, son of Madan Gopal Behki, 51 years of age, married, businessman, having PAN : [REDACTED] resident of Flat No.G-1/1, Anand Residency, Chicalim, Goa, both Indian Nationals, hereinafter referred to as the "**VENDORS**" (which expression shall unless repugnant to the context or meaning thereof shall include their legal heirs, representatives, successors, agents, administrators, assigns and/or nominees) of the **FIRST PART**;

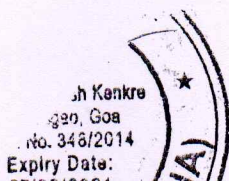
AND

S. J. CONSTRUCTIONS, a sole proprietary Concern, represented herein by its Sole Proprietor, **MR. SHASHIDHARAN SHANKARA PILLAI**, son of Mr. Shankara Pillai, 68 years of age, Businessman, having PAN : [REDACTED] Indian National and resident of H. No.196/1/3, Ambadi House, Near MES College, Vidhyanagar Colony, Zuarinagar, Goa, hereinafter referred to as "**DEVELOPER**" (which expression shall be repugnant to the context or meaning thereof shall be deemed to include his legal heirs, legal representatives, administrators, executors and assigns) of the **SECOND PART**;

AND

1. **MRS. UJWALA SURESH KAMAT**, wife of Mr. Suresh Kamat, 46 years of age, married, housewife, having PAN : [REDACTED], resident of FB/2, House No.260, Near Last Bus Stop, New Vaddem, Vasco-Da-Gama, Goa, and **2. MRS. ANU MAHESH BEHKI**, wife of Mr. Mahesh Kumar

[Handwritten signatures: Suresh Kamat, Mahesh Behki, S. J. Constructions, Anu Mahesh Behki]





Behki, 51 years of age, married, businesswoman, having PAN : [REDACTED] resident of Flat No.G-1/1, Anand Residency, Chicalim, Goa, both Indian Nationals, hereinafter referred to as the "**CONSENTING PARTIES**" (which expression shall unless repugnant to the context or meaning thereof shall include their legal heirs, representatives, successors, agents, administrators, assigns and/or nominees) of the **THIRD PART.**

WHEREAS there exists a property known as 'MURDIM', admeasuring 5425.00 sq. mtrs., surveyed under Survey No.50 sub division No.3, more particularly described in Schedule hereinabove written and hereinafter referred to as the 'Said Property'.

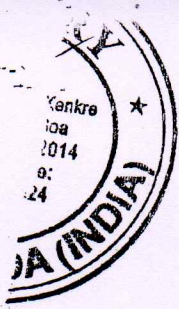
AND WHEREAS the said property originally belonged to Mr. Carlisto Justino de Menino Jesus Sequeira, which can be seen from the Matriz Certificate which is registered in the Taluqa Revenue Office under No.115.

AND WHEREAS said Mr. Carlisto Justino de Menino Jesus Sequeira and his son, Mr. Franklin Antonio Jervin Pedro Nolsco Joaquim do Sagrado Coracao de Jesus Sequeira expired leaving behind them Mrs. Maria Joana Etelvina Gomes and 1. Mr. Antonio Francisco Jose Das Dores Do Sagrado Coracao De Jesus Sequeira, 2. Ms. Dina Maria das Dores do Sagrado Coracao de Jesus Sequeira, 3. Ms. Aura Maria Idalina Tertuliana do Sagrada Coracao Jesus Sequeira alias Aura de Sequeira, 4. Ms. Elsa Maria Herminia do Sagrado Coracao Jesus Siqueira, 5. Velia Maria Henriqueta do Sagrado Coracao Jesus Sequeira and 6. Ms. Elma Maria Joana Grazieta do Sagrado Coracao Jesus Sequeira.

AND WHEREAS said Mrs. Maria Joana Etelvina Gomes gifted the said property to her daughter, Ms. Dina Maria das Dores do Sagrado Coracao de Jesus Sequeira and her son Mr. Antonio Francisco Jose Das Dores Do

Car *Behki* *[Signature]* *[Signature]* *Ana Behki*





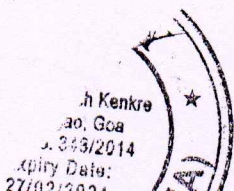
Sagrado Coracao De Jesus Sequeira vide Deed of Qualification dated 29/03/1964.

AND WHEREAS said Mrs. Dina Maria das Dores do Sagrado Coracao de Jesus Sequeira married to Mr. Mario Luis Blasio Lourdes de Ozorio Saldanha alongwith her 4 sisters viz. 1. Mrs. Aura Maria Idalina Tertuliana do Sagrada Coracao Jesus Sequeira alias Aura de Sequeira married to Mr. Fumazoni Gonsalves Dias, 2. Mrs. Elsa Maria Herminia do Sagrado Coracao Jesus Siqueira married to Mr. Cipriano Salvador Pereira, 3. Mrs. Velia Maria Henriqueta do Sagrado Coracao Jesus Sequeira married to Mr. Antonio Francisco Jose Das Dores Do Sagrado Coracao Jesus Sequeira married to Mr. Jose Inacio Antonio Gervis de Sequeira ceded all their right in the said property in favour of their otherco-heir i.e. Mr. Antonio Francisco Jose Das Dores Do Sagrado Coracao De Jesus Sequeira and as such the name of said Antonio Sequeira as also known by name Antonio Francisco Jose Das Dores Do Sagrado Coracao De Jesus Sequeira was recorded in Form I & XIV bearing Survey No.50/3.

AND WHEREAS said Antonio Francisco Jose Das Dores Do Sagrado Coracao De Jesus Sequeira expired on 08/04/1999 and his wife Dr. (Mrs.) Maria Odette Candida Dias De Souza e Sequeira alias Dr Maria Odette Sequeira expired on 29/11/2016.

AND WHEREAS upon their death an Inventory Proceedings was instituted by one Dr. Melvin Karl Ludwing Sequeira bearing No.06/2017/A before the Hon'ble Civil Judge, Senior Division, Vasco wherein the aforesaid property which is listed as Item No.8 in the list of Assets was allotted to Mr. Arvind Franklin Antonio Justino Sequeira and his wife Mrs. Meena Rosalina Barretto e Sequeira.

Arvind Franklin Antonio Justino Sequeira *Melvin Karl Ludwing Sequeira* *Meena Rosalina Barretto e Sequeira*





AND WHEREAS the name of said Mr. Arvind Franklin Antonio Justino Sequeira and his wife Mrs. Meena Rosalina Barretto e Sequeira has been included as occupant in I & XIV Form of Survey No.50/3 after deleting the name of Dr. Antonio Sequeira and as such said Mr. Arvind Franklin Antonio Justino Sequeira and his wife Mrs. Meena Rosalina Barretto e Sequeira has acquired the title in the said property.

AND WHEREAS by a Deed of Sale dated 11/01/2021 duly registered before the Sub-Registrar of Mormugao at Vasco-Da-Gama under Book-1 Document, Reg. No.MOR-1-84-2021 dated 18/01/2021, said Mr. Arvind Franklin Antonio Justino Sequeira and his wife Mrs. Meena Rosalina Barretto e Sequeira sold the said property to Vendors herein.

AND WHEREAS the Consenting Parties are legally wedded respective spouses of the Vendors herein and hence they have been joined as a party in this Agreement as per the prevailing laws in the State of Goa.

AND WHEREAS the Vendors intend to develop the said property by constructing a building project thereon and is looking out for a suitable Developer who is a builder and the Developer has experience in construction of building projects.

AND WHEREAS the Developer has agreed to develop the said property and construct a building project consisting of flats, shops and row houses and the Vendors have agreed to give the said property for development for the said purpose to the Developer.

AND WHEREAS the parties hereto have agreed certain terms and conditions amicably which they desire to put in writing which terms and conditions are setout hereinbelow :-







**NOW THEREFORE THIS AGREEMENT FOR DEVELOPMENT
WITNESSETH AS UNDER :-**

1. The Developer shall commence and complete the development works and construct a Multi storied building on the said property belonging to Vendors at his own cost as per the approved plans.
2. The Developer shall in total consideration of the Vendors agreeing to give the said property to develop and permitting him to develop and sell units therein the said property, the Developer shall pay an amount of Rs.49,75,000/- (Rupees Forty Nine Lakhs Seventy Five Thousand Only) and in addition shall deliver 3 flats bearing Nos.C-FF-02, C-FF-03 and C-FF-04; 5 Row Houses bearing Nos.RH-06 to RH-09 and RH-11 and 8 Shops bearing Nos.20 to 27 in the building to be constructed in the said property (hereinafter referred to as the "said reserved premises") unto and in favour of Vendors marked in Yellow shown in plan annexed to this Agreement and also as per ANNEXURE-I annexed hereto which forms the part and parcel of this Agreement.
3. The Developer agrees to hand over the possession of the said reserved premises to the Vendors within 40 months from the date of obtaining all the required permissions/approvals from the competent authorities including obtaining conversion sanad and the Vendors shall not claim or have any right over any other flats, shops and Row Houses built/constructed in the building project other than the said reserved premises. It is also agreed that the Vendors shall take possession of the said reserved premises within 15 days of receiving letter from the Developer to take possession.
4. It is agreed that in case the Developer fails to construct and handover the possession of the said reserved premises to the Vendors

Anu Belli





within the stipulated time as agreed in clause 3 hereinabove, the Developer shall pay to the Vendors by way of damages an amount of Rs.10,000/- per month per Shop/Flat and Rs.20,000/- per month per row-house.

5. The specifications of the said reserved premises and the plan thereof to be constructed in the said property shall be as mentioned in Schedule-I hereinbelow.

6. The Developer shall develop the said property for which the Vendors have agreed to handover vacant and peaceful possession of the said property to the Developer. The Developer may at anytime enter upon and complete the construction of building at his own cost and during the said period the said property shall be in exclusive possession of the Developer and the Vendors or anyone representing them shall not in any way will interfere with the possession of the Developer nor they shall in any way obstruct or hinder the construction of building or any part thereof.

7. It is agreed that the Vendors shall obtain necessary conversion Sanad of the said property for the purpose of development of the said property.

8. The Developer shall construct the proposed building in the said property entirely at his cost and expense as per the plans approved by the T.C.P. subject to such alterations and modifications that may be required from time to time by the T.C.P., Village Panchayat of Cuelim-Cansaulim, Government or any other concerned appropriate local or other authority and the Vendors shall assist and co-operate with the Developer including signing of the necessary documents, applications, forms, affidavits, NOCs, etc.





9. In case of delay in completion of construction due to unavoidable circumstances beyond control of Developer such as unavailability of building materials or any unforeseen act or happenings, delay in obtaining completion/occupancy certificate or any Order of the Court of Law, etc., the Developer shall be entitled for an extension of period of time which will be mutually agreed upon between the parties as and when the occasion demands.

10. The Vendors shall at the request of the Developer sign and execute from time to time any applications which may be required to be signed to effectively complete the building provided that all costs, charges and expenses including architects fees in this connection shall be borne and paid by the Developer alone and the Developer shall indemnify and keep indemnified the Vendors from and against all actions, suits, proceedings, fines, penalties, architects fees and all costs, charges and damages incurred or suffered by the Vendors during the course of development/construction in the property. The Vendors alongwith the Confirming Parties shall execute power of attorney in favour of the Developer giving all necessary powers required to carry out the work of construction of the said building in all respects as contemplated by these presents.

11. The Developer shall carry out at his own costs, charges and expenses in all respects, all or any items of work for laying of drainage, cables, water pipes and other connection and other items as per the condition imposed by the T.C.P. and the Village Panchayat of Cuelim-Cansaulim and also other items of work as may be required to have the building completed in all respect. All finances for completing of the said items of works shall be provided and borne and paid for by the Developer alone. The Vendors hereby agree to render all assistance and co-operation that may be required to carry out the development work, construction and

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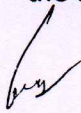
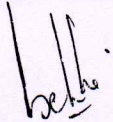


completion of the building thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising there-from provided that the Vendors shall not be liable to incur any financial obligations in that behalf.

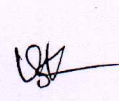
12. The Developer shall be at liberty to sell and/or allot the dwelling units or flats and/or rights in the building to be constructed as per the plans approved by the T.C.P. or Village Panchayat of Cuelim-Cansaulim except those agreed to be given to the Vendors in compliance of this agreement and/or to enter into any agreement of sale in respect of the dwelling units mentioned above at such price and on such terms and conditions and provisions as the Developer may think fit. All such allotments shall however be made by the Developer at his own costs and account and at his risk, the intention being that the Developer shall alone be liable and responsible to such party or parties in connection with all dealing between the Developer and such party or parties and the Vendors shall in no way be responsible for the same.

13. The Developer shall be entitled to put up and permit to be put up advertisement boards upon the said property.

14. Upon satisfying the consideration of the Vendors as agreed hereinabove, the Vendors shall directly execute and deliver any one or more deeds of conveyances in favour of the Co-operative Society or Societies or the Purchasers of flats in the building project to be erected by the Developer. The Developer agrees to join in such deed as Confirming Party if required, such deed or deeds of conveyances shall be prepared by the advocate for the Developer and approved by the Vendors.



 Anu Bhatti





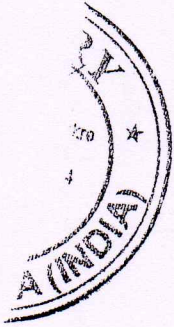
15. It is agreed that after the date of this agreement the Developer shall pay and discharge all taxes and outgoings including panchayat taxes and all other charges, rates, taxes that may be levied by any public body or authorities in respect of the said building to be constructed and which would be payable by the Vendors as Vendors. The Developer shall indemnify and keep indemnified the Vendors from and against non-payment thereof.

16. It is also agreed that all taxes and outgoings including panchayat taxes and all other charges, rates, taxes that may be levied by any public body or authorities in respect of the said reserved premises and also the deposit towards electric meter and water connection, etc. shall be borne and paid by the Developer till the handing over of possession of reserved premises to the Vendors.

17. The Vendors and the Developer declare:

- a) That the Vendors are entitled to enter into this agreement with the Developer and that they have full right and authority to sign and execute the same.
- b) That the Vendors have not completed or contracted or entered into any agreement for constructing the said building or any part thereof to any person or persons other than the Developer and that they have not created any mortgage, charges or any encumbrances on the said property mentioned herein.
- c) That the Vendors have not done any act, deed, matter or thing whereby or by reason hereof, the development of the said property may be prevented or affected in any manner whatsoever.





- d) That, if due to any defect in the title of the Vendors, the Developer is deprived of the said property hereby allowed to be developed and sold or any part thereof, the Vendors shall indemnify and keep indemnified the Developer against any costs charges, expenses or losses incurred by Developer in this connection.
- e) That the Vendors shall take care that no inconvenience will be caused to the Developer at the time of development of the property and that any dispute arising due to any surrounding boundaries or otherwise, the same shall be resolved by the Vendors.
- f) That parking in front of shops shall be allotted to the Vendors exclusively as per plan annexed hereto and the same shall not be allotted to any other parties. Similarly, stilt covered parking shall be provided for the 3 flats/5 row houses by the Developer to the Vendors.
- g) That the Developer shall fix the pavers in front of the shops in the space allotted as the parking space to the shops.
- h) That the Developer shall be entitled to sell all the units constructed by him in the said property except those reserved for the Vendors and shown marked in Yellow colour in the plan annexed hereto and as per the ANNEXURE-I annexed hereto and the Vendors alongwith their respective spouses shall join as Confirming Party to all the Agreements/Deeds that shall be executed by the Developer in favour of Prospective Purchasers.

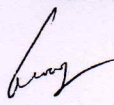



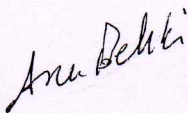




- i) That the Developer shall also construct and provide Swimming Pool, Gym, Garden and Club House in the said building project and the Vendors shall have right to use the same.
- j) The Developer shall construct the building project as per the approved plans and in case of any dispute to the legality of the constructed premises shall be dealt by the Developer exclusively.

18. It is also agreed that the Vendors shall bear the cost of stamp duty and Registration fees for execution of Agreements/Sale Deeds in respect of the units reserved and to be handed over by the Developer to the Vendors or to any other third party as suggested by the Vendors and all other taxes including GST, House Tax, Infrastructure Tax or any other taxes or charges including obtaining connection for electricity and water shall be borne by the Developer.

19. All out of pocket expenses incidental to this agreement and the transactions in pursuance thereof including the deed or deeds of conveyance and other assurance in respect thereof including stamp duty and registration charges shall be borne and paid by the Developer alone. The Vendors and the Developer shall pay their respective advocate's fees. It is further agreed that the Vendors shall join as the members of the Co-operative Housing Society to be formed either by the Developer or the occupants of the building project and in the event the Vendors shall join in and bear the proportionate cost of the registration charges of forming a Co-operative Housing Society and also the other expenses like Stamp duty and registration charges towards conveyance of title in favour of Society with respect of the said reserved premises.





20. The Developer shall be fully responsible and liable to bear all against all losses, damages, costs, charges, expenses that will be incurred or suffered by the Vendors on account of or arising out of any breach or any of these terms or any law, rules or registration or due to accident or any mishap during construction or due to any claim made by any third party in respect of such construction or otherwise however.

21. The Developer shall be entitled to enter into separate contracts in his own name with the architects and other for carrying out the said development at his risk and costs.

22. The Vendors hereby covenant, confirm and have represented to the Developer with regard to the said property that :-

- a) the Vendors' title to the said property is clear, unencumbered, marketable and subsisting.
- b) The Vendors have not agreed to sell, transfer, assign the said property to any other person except the Developer herein and there is no litigation or legal proceedings pending before any court or authorities in respect of said property.
- c) The said property is not subject to any notice or any notification or proceedings and there are no mundkars and or any other persons claiming any right title interest of whatsoever nature in respect of the said property. •

23. If any disputes arise between the parties hereto the same shall be referred to the Arbitrator appointed by the parties and the provisions of The Arbitration and Conciliation Act, 1996 and the decision given by the said Arbitrator shall be binding on both the parties.

[Handwritten signatures of the parties]





24. Time shall be essence of this agreement as also either of the parties to this agreement shall be entitled to claim specific performance of this agreement by the other party hereto.

25. It is also agreed that once the Occupancy Certificate is issued Developer shall convey the reserved premises by executing necessary deed in favour of the Vendors.

SCHEDULE-I
(specifications of the Reserved Premises)

For Row Villas

Sr. No.	Description	Brand name
1.	Sanitary	Jaguar
2.	Fittings	Jaguar
3.	Tiles	Var Mora/Cera/Kajaria/Nitco/Smpolo
4.	Electrical	L&T/Anchor/Havels
5.	Paint	Asian Paints

For Flats & Shops

Sr. No.	Description	Brand name
1.	Sanitary	Cera/Varmora
2.	Fittings	Cera/Varmora
3.	Tiles	Var Mora/Cera/Kajaria/Nitco/Smpolo
4.	Electrical	L&T/Anchor/Havels
5.	Paint	Asian Paints

[Handwritten signatures]



SCHEDULE OF THE PROPERTY

All that property known as 'MURDIM', admeasuring 5425.00 sq. mtrs. surveyed under Survey No.50 sub division No.3, situated in the Village of Cuelim-Cansaulim, within the Jurisdiction of Village Panchayat of Cansaulim-Arossim-Cuelim, Taluka and Sub-District of Mormugao, District of South Goa, in the State of Goa, enrolled in the Taluka Revenue Office under Matriz No.115 and is bounded as under :-

- On the North : By property surveyed under Survey No.50/2;
- On the South : By property surveyed under Survey No.48/1;
- On the East : By Cansaulim-Colva road; and
- On the West : By field and village Pale.

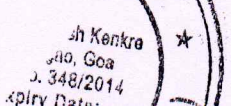
IN WITNESS WHEREOF the parties to this Agreement have put their hands and seal on the day, month and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED by
The within-named "VENDORS"

1. MR. SURESH GANAPATI KAMAT



2. MR. MAHESH KUMAR BEHKI

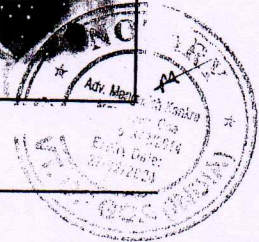
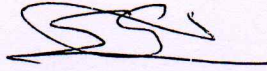


SIGNED, SEALED AND DELIVERED by

The within-named **"VENDORS"**

S. J. CONSTRUCTIONS

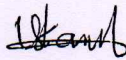
represented by its Sole Proprietor,



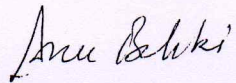
MR. SHASHIDHARAN SHANKARA PILLAI

SIGNED, SEALED AND DELIVERED by

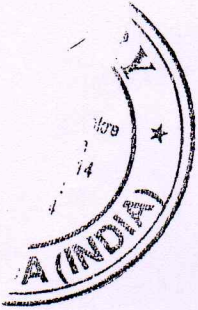
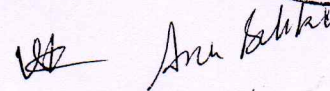
The within-named **"CONSENTING PARTIES"**



1. MRS. UJWALA SURESH KAMAT



2. MRS. ANU MAHESH BEHKI



In presence of :-

1. Krishna Topinkatti

2. Harshal Muley

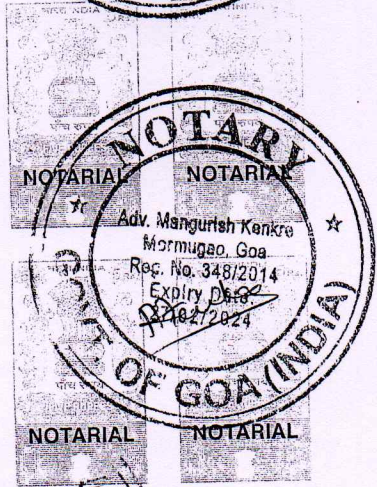


[Signature]

[Signature]

[Signature]

[Signature] Anu Beliker



EXECUTED BEFORE ME
BY within named executors
WHICH I ATTEST

[Signature]
01/02/21

Adv. Mangurish Kenkre
NOTARY
(Govt. of Goa)
FO-3, 1st Floor, Gurukrupa Bldg.,
F L. Gomes Road,
Vasco-da-Gama, Goa.

Reg. No. 240/2021
Date 01/02/2021

Kenkre
Goa
348/2014
Expiry Date:
27/02/2024