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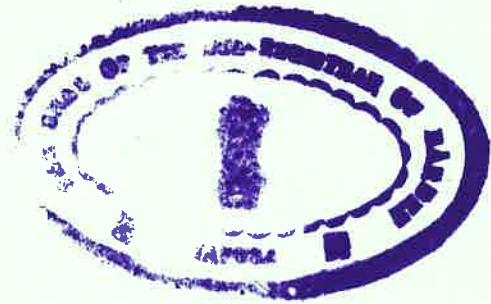
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For CITIZEN CREDIT
CO-OP. BANK LTD.


Authorised Signatory

2022-13R2-1004
4-3-2022



AGREEMENT FOR DEVELOPMENT CUM SALE

THIS AGREEMENT FOR DEVELOPMENT CUM SALE is made and executed at Mapusa, Bardez, Goa, on this 9th day of February, 2022.





For Bennet & Bernard Custom Homes Pvt. Ltd.




Director

BETWEEN



1) **MR. SUDESH MORTU SHIRODKAR**, s/o late Shri. Mortu Shirodkar, aged 59 years, Married, Business, Indian National, Holding PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] and his wife,

2) **MRS. SHAMAL SUDESH SHIRODKAR**, d/o Mr. Raghuvir Haldankar and wife of Mr. Sudesh Mortu Shirodkar, aged 54 years, Married, Housewife, Indian National, holding PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] and both resident of House No. 756, Sataporio, Moira, Bardez, Goa, 403507, hereinafter referred to as The **"OWNERS"** (which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their heirs, legal representatives, administrators and assigns), **OF THE ONE PART.**

AND



M/S. BENNET AND BERNARD CUSTOM HOMES PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at Mathias House, 1st floor, Campal, Panaji-Goa, ([REDACTED]), represented in this act by its Director, **MRS. FABIOLA GRACE MENDES E RODRIGUES**, age 41 years, daughter of Mr. Jose Mendes and wife of Mr. Lincoln Bennet Rodrigues, Married, Business, Indian National, holding PAN Card bearing No. [REDACTED] and Aadhaar Card No. [REDACTED], c/o Mathias House, First Floor, Campal, Panjim, Goa- 403001, having been appointed in terms of Board of Resolution dated 04/01/2022, hereinafter referred to as **"PURCHASER CUM DEVELOPER"** (which expression shall unless repugnant to the context mean and include their heirs, legal representatives, authorised agents, attorneys, successors, administrators and assigns) as the **PARTY OF THE SECOND PART** to this Agreement for Development.



For Bennet & Eemarc Custom Homes Pvt. Ltd.


Director

AND

1. **MR. SAGAR NAIK**, s/o late Shri. Narendra Naik, aged 36 years, Business, Married, Indian National, holding PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] and his wife;
2. **MRS. KETAKI DEVENDRA CHODANKAR alias KETAKI SAGAR NAIK**, d/o Shri. Devendra Chodankar and wife of Mr. Sagar Naik, aged 32 years, service, Married, Indian National, holding PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] and both resident of T-1, Fourth Floor, Prudential Paradise, Mapusa, Bardez, Goa, 403507, and both herein after referred to as **"THE CONFIRMING PARTY"**, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said LAND CONFIRMING PARTY as well as their heirs, administrators, assigns, successors, nominees, and representatives) as the PARTY OF THE THIRD PART to this Agreement for Development.



The Confirming Party No.2, herein is represented by her duly appointed "Power of Attorney" her husband, Confirming Party No.1, herein, viz. General Power of Attorney dated 22/12/2021, executed before Advocate and Notary, Mr. Vikesh K. Harmalkar, and, the same is registered in his office under Reg. No. 5826 /2021

WHEREAS within the jurisdiction of the Village Panchayat of Assaogao, Taluka and Sub-District of Bardez, District of North Goa and State of Goa, there exists the following two immovable Properties:-

- a) Property known as "SATAPURIO" spelled as "SATAPORIO" also known as "MATARICHEM BATTI" alias "GORBATTI", surveyed under Survey No. 147, sub division No. 4 located in Village Moira, within the jurisdiction of Village Panchayat of Moira, Taluka and Sub District of Bardez, District of North Goa, State of Goa, having an old house on it in dilapidated condition, which property is

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For Bennet & Bernard Custom Homes Pvt. Ltd.
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Director

described in the office of Land Registration Office under No. 11520 at Folio No. 64 of Book B 30 New and , totally admeasuring 1700 square Meters which property, for the sake of brevity shall be individually referred to as PROPERTY A and more particularly described in the **SCHEDULE-I at Schedule A** hereunder written.

b) Property known as “SATAPURIO” spelled as “SATAPORIO” also known as “MATARICHEM BATTA” alias “GORBATTA”, surveyed under Survey No. 147, sub division No. 5 located in Village Moira, within the jurisdiction of Village Panchayat of Moira, Taluka and Sub District of Bardez, District of North Goa, State of Goa, which property is described in the office of Land Registration Office under No. 11520 at Folio No. 64 of Book B 30 New and , totally admeasuring 375 square Meters which property, for the sake of brevity shall be individually referred to as PROPERTY B and more particularly described in the **SCHEDULE-I at Schedule A** hereunder written.



AND WHEREAS the said **Property (A)** and **Property (B)** are more specifically described in the SCHEDULE I hereunder written.

AND WHEREAS the Said **Property (A)** and **Property (B)** shall hereinafter be collectively referred to as the **SAID PROPERTIES**.

AND WHEREAS the SAID PROPERTIES have been shown delineated and shaded in red color in the Plan annexed hereto.

AND WHEREAS the SAID PROPERTIES originally belonged to Mrs. Maria Francisca Lobo, widow of Maximiano Francisco Lopes Lobo and her daughter Maria Augusta Lobo also known as Sister Maria Gerarda.

M. S. Sankar

Sankar

For Benoit & Bernard Custom Homes Pvt. Ltd.

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Director

Sankar

AND WHEREAS said Mrs. Maria Francisca Lobo, widow of Maximiano Francisco Lopes Lobo and her daughter Maria Augusta Lobo also known as Sister Maria Gerarda sold the Said property to Mr. Xembu Dacu Sirodcar and his wife Mrs. Pushphalata Xembu Sirodcar with an right for brothers of Mr. Xembu Sirodcar namely Mr. Loximona Sirodcar and Mortu Sirodcar for each of them to buy 1/3rd of the said Property within subject to terms and conditions appearing therein. However the said right to purchase extinct after 15 years for non exercise of the right.

AND WHEREAS the said Mr. Xembu Dacu Sirodcar and his wife Mrs. Pushphalata Xembu Sirodcar expired on 14/06/2011 and 13/10/1994 respectively without any will or gift or any other testamentary disposition of their wish and both died issueless.

AND WHEREAS Mr. Mortu Shirodkar and his wife Yashodha Shirodkar expired on 18/05/2009 and 03/08/2006 respectively.



AND WHEREAS Mr. Laxman Dhaku Shirodkar alias Mr. Loximona Dacu Sirodkar initiated an Inventory in the Court of Civil Judge Senior Division, at Mapusa Goa, on death of Late Mr. Xembu Dacu Sirodcar, his wife Mrs. Pushphalata Xembu Sirodcar, Mr. Mortu Shirodkar and his wife Yashodha Shirodkar, which Inventory Proceeding was registered under No. 253/2020.

AND WHEREAS in the Said Inventory Proceeding bearing No. 253/2020 it was revealed that said Late Mr. Xembu Dacu Sirodcar, his wife Mrs. Pushphalata Xembu Sirodcar, , expired leaving behind by following legal heirs and successors;

- A. Mr. Laxman Dhaku Shirodkar alias Loximona Dacu Sirodkar married to Mrs. Shobha Laxman Shirodkar and
- B. Mr. Mortu Shirodkar and his wife Yashodha Shirodkar expired on 18/05/2009 and 03/08/2006 respectively leaving behind following children;
 - a) Mr. Shekhar Mortu Shirodkar and his wife Mrs. Snehal Shekhar Shirodkar

Shirodkar
Shirodkar

Snehal

For Bennet & Bernard Custom Homes Pvt. Ltd.
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Director

- b) Mrs. Indira Govind Sangodkar and her husband Mr. Govind Bhikaji Sangodkar and said Mrs. Indira Govind Sangodkar expired on 14/10/2020 leaving behind her husband as her half sharer and her only son
- i. Mr. Rigvid Govind Sangodkar,
- c) Mr. Sunil Mortu Shirodkar and his wife Mrs. Kavita Sunil Shirodkar
- d) Mr. Sudesh Mortu Shoridkar and his wife Shamal Sudesh Shirokar
- e) Mrs. Arti Datta Nagvenkar and her husand Mr. Datta Nagvenkar

AND WHEREAS the Said Properties were listed in the Said Inventory Proceeding No. 253/2020 as item no I and Item No. 2 in the Final List of Assets.

AND WHEREAS vide Auction conducted in the said Inventory proceeding on 27th January 2021, Mr. Sudesh Mortu Shirodkar took in auction Said PROPERTIES listed at item No. I and II in the Said Inventory Proceeding.

AND WHEREAS the final Chart of Allotment was drawn on 18th February 2021 whereby the SAID PROPERTIES came to allotted to Said Mr. Sudesh Mortu Shirodkar i.e. the Owners herein in terms with the Auction dated 27/01/2021 and the proceeds of the auction came to be allotted amongst the all the legal heirs in accordance with the Scheme of Partition dated 18/02/2021.

AND WHEREAS the Hon'ble Civil Judge Senior Division , "A" Court at Mapusa Goa, vide its Judgment dated 25th February 2021 and Decree dated 25th February 2021 passed in Invenotry Proceeding No. 523/2020 confirmed the Final Chart of Allotment dated 18/02/2021 and made it absolute for all purpose.

AND WHEREAS pursuant to the Judgment dated 25th February 2021 and Decree dated 25th February 2021 passed in Inventory Proceeding bearing No. 523/2020, the Owner No.1 herein, namely, Mr. Sudesh Mortu Shirodkar became exclusive and absolute owners


Sudesh Mortu Shirodkar

Sunil Mortu Shirodkar

For Board of Directors
Director

Director

Shirodkar

in title and in possession of the SAID PROPRTIES and wife Mrs. Shamal Sudesh Shirokar is half sharer of Owner No. 1 and co-owner of the SAID PROPERTIES since they are married and governed by the regime of Communion of Assets.

AND WHEREAS the Survey Record of Rights came to be duly mutated in favour of OWNERS herein, with the inclusion of Owners No. 1's name in the Occupants Column of the Form I & XIV as occupants thereof with respect to the SAID PROPERTIES.

AND WHEREAS, the OWNERS do hereby declare to have absolutely good, clear and marketable title to the SAID PROPERTIES and there are no liabilities, charges, attachments, litigations or encumbrances on the SAID PROPERTIES or any part thereof of any kind.

AND WHEREAS the OWNERS are in unhindered and peaceful possession of the SAID PROPERTIES and absolute owners in possession of the SAID PROPERTIES.





AND WHEREAS OWNERS assures there are no claims in nature of tenancy, Mundkar rights, occupancy or easement or of any other nature or boundary disputes of any kind against or in respect of the SAID PROPERTIES.

AND WHEREAS the Owners have assured the DEVELOPER CUM PURCHASER that there are no acquisition proceedings or any other proceeding of any kind in respect of the SAID PROPERTIES.

AND WHEREAS the Owner No. 1 Mr. Sudesh Mortu Shirodkar had entered into an Memorandum of Understanding dated 17/02/2021 with the Confirming party No. 1 herein, namely, Mr. Sagar Naik, with respect to the SAID PROPERTIES.

AND WHEREAS as per the said Memorandum of Understanding dated 17/02/2021, the Confirming party No.1 herein agreed to develop the SAID PROPERTIES in



For Bennet & Bernard Custom Homes Pvt. Ltd.

Director

consideration of one independent Villa with 3 bedrooms having 190 sq. mtr. Super built up area, semi-furnished and part monetary consideration of Rs1,00,00,000/-, which MOU was registered before Notary V. K. Harmalkar at Mapusa Goa under Registration No. 800/21 on 17/02/2021.

AND WHEREAS now due to personal consideration and exigencies the said CONFIRMING PARTY No. 1 having found it inconvenient and impracticable to proceed with the development of the SAID PROPERTIES and complete the transaction of the sale as embodied in the Said Memorandum dated 17/02/2021 and has decided to withdraw from the Said Memorandum and accordingly the Said Confirming party No. 1 having communicated his decision to the Said Owners, they the Owners have consented to and approved the proposal of the CONFIRMING PARTY to desist from the said Memorandum of Understanding date 17/02/2021.

AND WHEREAS the DEVELOPER CUM PURCHASER is engaged in business of constructing, developing residential and luxury villas and other structures, works and conveniences of all kinds on any of the lands or immovable properties or acquire by the company and to sell, deal in or otherwise disposal of the same and have the necessary experience and expertise in the field of construction and development of real estate.

AND WHEREAS the CONFIRMING PARTY NO. 2 being lawfully married wife of CONFIRMING PARTY NO.1 under the regime of Communion of Assets is made party to this Agreement as an abundant caution.

AND WHEREAS, the Confirming party No. 1 approached the said DEVELOPER CUM PURCHASER and based on the representation made by the said Confirming party No. 1 and the OWNERS, the present DEVELOPER CUM PURCHASER expressed its readiness and willingness to offer to develop the SAID PROPERTIES on behalf of the OWNERS, to which CONFIRMING PARTY herein have agreed and the DEVELOPER CUM

For Bennet & Bernard Custom Homes Pvt. Ltd.

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Director

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PURCHASER have offered to construct and allot, free of cost, without any monetary consideration, Two (2) residential Villas to the Owners; one villa bearing Villa No. 4 having amenities of wardrobes and Beds in all 3 Bedrooms, Sofa and Coffee Table in Living Room, Modular kitchen with cabinets, Dining table Lights and fans and other Villa bearing Villa No. 5 which is unfurnished villa more particularly described in **SCHEDULE II** herein and the DEVELOPER CUM PURCHASER has offered a sale monetary consideration of Rs. **80,00,000/- (Rupees Eighty Lakhs Only)** to the CONFIRMING PARTY herein as a full and final sale consideration for the SAID PROPERTIES.

AND WHEREAS the OWNERS and CONFIRMING PARTY accepted the offer of the DEVELOPER CUM PURCHASER and have agreed to entrust and assign the development work and the sole development rights and selling rights to the DEVELOPER CUM PURCHASER herein in consideration of (2) Two Residential Villas to be constructed, free of cost, and allotted to the OWNERS herein and the monetary consideration of Rs. **80,00,000/- (Rupees Eighty Lakhs Only)** to be paid to the CONFIRMING PARTY herein.

AND WHEREAS each Party hereto confirm and declare that it has the necessary authority and power to enter in to and execute this Agreement and that each of the signatories to this Agreement is fully authorized to enter in to and execute this Agreement.

AND WHEREAS all the parties to this Agreement are now desirous of executing this Agreement to record the terms and conditions arrived at by and between them.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:


Shubir


Smit

For Bennett & Bourne Custom Homes Pvt. Ltd.

Director

1. The Parties hereto do hereby declare, confirm and covenants that all the recitals and schedules of and annexures to this Agreement form part and parcel of the operative part of this Agreement and shall be read accordingly.
2. It is mutually agreed by and between the OWNERS and DEVELOPER CUM PURCHASER and the CONFIRMING PARTY confirms, that the DEVELOPER CUM PURCHASER shall develop the SAID PROPERTIES in terms of this Agreement and shall exclusively enjoy the profit of the same and the OWNERS shall in the form of full and final consideration receive Two (2) Residential Villas; One villa bearing **Villa No. 4**, constructed free of cost, from the DEVELOPER CUM PURCHASER which Villa shall be **3BHK** admeasuring **210 sq. mts.** of built up area valued at **Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs only)** which have been shown delineated in **brown** color in the Plan annexed hereto and other Villa bearing **Villa No. 5** which shall be **2 BHK** admeasuring **165 sq. mts. of built up area** valued at **Rs.1,00,00,000/- (Rupees One Crore only)** which have been shown delineated in **blue** color in the Plan annexed hereto. The Said residential Villas to be allotted to the OWNERS herein under this Agreement, shall be herein hereafter be referred to as the **OWNERS PREMISES**, for the sake of brevity and which are more particularly described in **SCHEDULE II** of this AGREEMENT.
3. The CONFIRMING PARTY shall receive an monetary consideration of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)**, subject to the terms and conditions appearing herein as a full and final consideration and settlement amount for extinction of his rights created vide Memorandum of Understanding dated 17/02/2021, subject to terms and condition appearing herein.


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For Bennet & Bernard Custom Homes Pvt. Ltd.

Melody


Shroddhar

4. The CONFIRMING PARTY hereby accept and acknowledge the receipt of the amount of **Rs. 45,00,000/- (Rupees Forty Five Lakhs Only)** as mentioned in foregoing clause No. 3 of this Agreement and the remaining consideration shall be paid by the DEVELOPER CUM PURCHASER to the CONFIRMING PARTY in the manner more particularly described at **SCHEDULE III** of this AGREEMENT.
5. The OWNERS hereby covenants and consents to permit DEVELOPER CUM PURCHASER to develop and put up construction in the SAID PROPERTIES by way of constructing a Project under the name and style "**CASA MOIRA**" consisting of residential Villa/s, apartment/s, units, etc as per the approved plans and the nocs/permission/clearance/license granted by the competent government authorities. The proposed construction of Project on the SAID PROPERTIES, shall herein after be referred to as the **SAID PROJECT** for convenience.
6. The OWNERS do hereby grant, transfer and assign the possession of the SAID PROPERTIES to the DEVELOPER CUM PURCHASER for the purpose of carrying out development works and construction of the proposed PROJECT in the SAID PROPERTIES as approved by the competent authorities.
7. That all the balance built up area consisting of Villa/s, apartment/s, Unit/s and the other areas, amenities such as swimming pool, garden area, car parking along with the undivided share of the land in the SAID PROPERTIES, excluding the Owners PREMISES shall be herein after referred to as the **DEVELOPERS SHARE**.
8. The DEVELOPER CUM PURCHASER shall be entitled to construct the proposed residential PROJECT in the SAID PROPERTIES and sell all the balance premises to be developed and constructed in the SAID PROPERTIES in form of Villa, Apartments, flats, Units, etc with the amenities such as swimming pool, garden area, car parking, etc, along







For Director

Director

with the proportionate undivided share of the land in the SAID PROPERTIES to any third party, except for the OWNERS PREMISES to be allotted to OWNERS.

9. The OWNERS and CONFIRMING PARTY irrevocably consents and give their no objection to the DEVELOPER CUM PURCHASER to agree to sell, sell and enter into such Agreement, Agreement for Sale, Deed of Sale, Memorandum of Understanding in respect to the sale of the built up area and/or carpet area in the form of Villa, apartment, Units, etc along with the proportionate undivided share of the land in the SAID PROPERTIES and to accept and retain monies for itself towards the sale therein as its share without any interference by the OWNERS and /or the CONFIRMING PARTY.

10. The PURCHASER shall be entitled to market and advertise for sale the Said Project constructed on the SAID PROPERTIES except for OWNERS's premises to be constructed on the SAID PROPERTIES, in the manner it may deem fit and enter in Memorandum, Agreement or Deed agreeing to sell or selling the Said Project along with the proportionate undivided share of land in the SAID PROPERTIES to any third party.

11. The OWNERS agree to convey the title of the SAID PROPERTIES, except for the OWNERS PREMISES, unto the DEVELOPER CUM PURCHASER and/or its nominees free from any encumbrances and /or defects and to do all the acts and deeds necessary to transfer and convey their title in the SAID PROPERTIES unto the DEVELOPER CUM PURCHASER and/or their nominees, without any additional cost or consideration and confirming party confirms the same.

12. The OWNERS agree to convey/transfer by being conveying party and CONFIRMING PARTY agrees to confirm the same and give their No objection by signing as consenting/CONFIRMING PARTY, as the case may be, in any such Memorandum or







For Bennett & Bernard Custom Homes Pvt. Ltd.


Director


Agreement for Sale or Agreement or Sale Deed or any similar Conveyance Deed on request of the DEVELOPER CUM PURCHASER herein.

13. The DEVELOPER CUM PURCHASER shall be entitled to carry out construction on the SAID PROPERTIES as per the licenses and permission by the competent Authorities in terms of this Agreement and shall utilize and consume FAR as per the Sanctioned Plan and in accordance with this Agreement. In the event of availability of additional FAR, such future FAR shall exclusively vest in the DEVELOPER CUM PURCHASER and the DEVELOPER CUM PURCHASER shall be entitled to utilise the FAR in the manner it may deem fit at its own cost.

14. The DEVELOPER CUM PURCHASER at its own cost and expenses shall prepare all plans and secure approvals from all the competent government authorities and obtain the necessary permission/clearance/nocs/licence as the case may be at its own cost and expense and obtain their renewals from time to time. Further the DEVELOPER CUM PURCHASER shall be entitled to prepare, change and modify/alter the approved plan and the Sanctioned Plan, without affecting the Owners premises / confirming party premises, as per the Applicable Laws, however the cost of approval of such modification, revision shall be borne by the DEVELOPER CUM PURCHASER.

15. The OWNERS and the CONFIRMING PARTY shall, whenever required by the DEVELOPER CUM PURCHASER, give Power of Attorney, permission, NOC's and licenses in the furtherance of getting necessary approvals from all the competent/ appropriate authorities, to insure that the SAID PROJECT is developed in accordance with all regulations, statutes, acts, law and by Laws.

16. The DEVELOPER CUM PURCHASER shall be entitled to brand and name the SAID PROJECT to be constructed on the SAID PROPERTIES together and/or individually the Villa's in the manner it deems fit and proper.


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Shirodha

For Bannat & Bernard Custom Homes Pvt. Ltd.
Melody
Director

17. The DEVELOPER CUM PURCHASER shall be entitled to deal with, utilize, sell and otherwise market, advertise the SAID PROJECT in the manner the DEVELOPER CUM PURCHASER deems fit and proper.
18. Upon signing of this Agreement the DEVELOPER CUM PURCHASER shall be entitled to apply and obtain for the registration of the Said Project to be constructed on the Said Properties as it's PROMOTER as per Real Estate Regulation Act 2016 and its Rules.
19. Under normal circumstances, the DEVELOPER CUM PURCHASER shall, complete the construction of the OWNERS PREMISES in 36 months from the date of receipt of RERA Registration subject to an extension of six (6) months for completion and handing over possession of the OWNERS PREMISES to the OWNERS. Provided that the DEVELOPER CUM PURCHASER shall not incur any liability if he is unable to deliver the possession of the OWNERS PREMISES within the period stipulated above, if the construction is delayed by reason of non-availability of steel, cement or other building material; water supply or electric power; or by reason of war, civil commotion, Pandemic, Government Imposed Lockdowns or any act of God; or if non delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority; or for any other reason beyond the control of the DEVELOPER CUM PURCHASER. The extension in case of any of the aforementioned circumstances as granted by the RERA Authorities shall also be applicable to the delivery of the OWNERS PREMISES herein mentioned.
20. On the OWNERS taking possession of the villas agreed to be constructed by the DEVELOPER to the OWNERS, the OWNERS and CONFIRMING PARTY shall have no other claims or demands against the DEVELOPER CUM PURCHASER.
21. After occupation of the respective Villas, the OWNERS shall use the SAID villas for residential purpose only for which the Said Villas are being offered by the DEVELOPER


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For Bennet & Bernard Custom Homes Pvt. Ltd.
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Director



CUM PURCHASER and shall comply with the Rules and Regulations of the SAID PROJECT as formulated and revised from time to time by DEVELOPER CUM PURCHASER hereto annexed as Annexure A and applicable to rest of the Villa Owners in the SAID PROJECT.

22. In the event, the OWNERS herein, wish to sell the Villas allotted to them as per the terms of this Agreement, DEVELOPER CUM PURCHASER shall have first right to purchase the Said Villas.

23. The OWNERS and CONFIRMING PARTY covenant that they have neither entered into any other subsisting deeds, MOU, agreement and /or any similar documents or arrangement of any nature whatsoever with any other person or party, creating any third party right over the SAID PROPERTIES or any part thereof except for the Memorandum of Understanding dated 17/02/2021 executed with the CONFIRMING PARTY herein and the OWNERS and the CONFIRMING PARTY undertakes and covenants not to enter into any such agreement or arrangement of what so ever nature with any person or entity creating any third party rights over the DEVELOPER CUM PURCHASER share or the SAID PROJECT or any right or part thereof except for the **OWNER's premises** agreed to be allotted to the OWNERS in terms of this Agreement for Development.

24. The OWNERS covenants not to do or omit to do or execute any act, deed, matter or thing whereby the DEVELOPER'S Share and/or SAID PROJECT or undivided right to in the SAID PROPERTIES proportionate to the SAID PROJECT or any right, title , interest in respect thereof or any part thereof and /or any right and/or entitlement of the DEVELOPER CUM PURCHASER under this Agreement are in any manner affected and /or jeopardized.

25. The OWNERS covenants that there are no encroachments, trespass or tenants or occupants or licensee or any rights created in favor of the third parties with respect to the SAID


For Bharat & Purnam Custom Homes Pvt. Ltd.

Director

PROPERTIES or any part thereof and the SAID PROPERTIES are free of all encumbrance of whatsoever nature.


26. The OWNERS and the CONFIRMING PARTY shall at all times be responsible, at its own cost and expenses, for maintaining the title of the owners to the SAID PROPERTIES as clear and marketable.

27. The OWNERS and Confirming party agrees to indemnify and keep indemnified and hold harmless the DEVELOPER CUM PURCHASER from and against any and all losses, penalties, judgments, suits, actual costs, demands, claims, liabilities, assessments, damages and expenses incurred by, imposed upon against the DEVELOPER CUM PURCHASER or which affects the development of the SAID PROPERTIES as a result of or relating to or arising out of failure on the part of OWNERS or CONFIRMING PARTY to maintain the title of the SAID PROPERTY as per the terms and conditions of this Agreement or on account of any breach by the OWNERS and/or CONFIRMING PARTY of any provisions of this Agreement or non-performance as per applicable law.

28. The OWNERS and the CONFIRMING PARTY shall assist and provide all co-operation to the DEVELOPER CUM PURCHASER in the entire development process and conveyance of the Villa/ Apartment/units, as the case may be, in the SAID PROJECT along with the proportionate undivided share of the land in the SAID PROPERTIES at no additional cost.

29. The OWNERS assure and the CONFIRMING PARTY confirms that the SAID PROPERTIES are not subject to any attachment or notice or scheme or Legislative Enactment, Government Ordinance, Order and / or notification and / or proceedings under Land Acquisition / Requisition, Administration of Evacuee Properties Act / Income Tax Act.

30. The OWNERS and the CONFIRMING PARTY confirms that there are no previous agreements, mortgages, contractual agreements, contracts, collaterals, demands, liens,


[Signature]
[Signature] [Signature]

For Bennet & Bernard Custom Homes Pvt. Ltd.
[Signature]
Director

injunctions, executive demands, etc. as against the SAID PROPERTIES and SAID PROPERTIES are free of encumbrances of any kind whatsoever.

31. If the DEVELOPER CUM PURCHASER after signing the said Agreement of Sale, finds any charges, claims, attachments, previous agreements, mortgages, contractual agreements, contracts, collaterals, demands, liens, injunctions, executive demands, notice or scheme or Legislative Enactment, Government Ordinance, Order or notification or proceedings under Land Acquisition/Requisition, Administration of Evacuee Properties Act, and / or any attachment and / or recovery proceedings under the Income Tax Act and / or any other act or statute, law or regulation, which stops/hinders the DEVELOPER CUM PURCHASER from enjoying the SAID PROPERTIES, the OWNERS and the CONFIRMING PARTY do hereby agree to save harmless and keep indemnified the DEVELOPER CUM PURCHASER from any and against all claims, encumbrances, charges, losses, damages, costs, expenses or demands of whatsoever nature relating to the SAID PROPERTIES.

32. The OWNERS along with CONFIRMING PARTY have assured the DEVELOPER CUM PURCHASER that the Said Property is presently in settlement zone with respect to Regional Plan 2021 and that no part of the Said Properties are not falling under reservation.

33. The DEVELOPER CUM PURCHASER undertakes not to mortgage the SAID PROPERTIES, however in the event any perspective buyer of the unit/s to be constructed in the SAID PROJECT "CASA MOIRA" located SAID PROPERTIES wish to apply and obtain loan or finance on their unit/s in the SAID PROJECT from Bank or financial institution, they may for that purpose mortgage their respective unit/s in the SAID PROJECT.

34. The DEVELOPER CUM PURCHASER and the OWNERS along with the CONFIRMING PARTY agree that the DEVELOPER CUM PURCHASER shall always have the sole discretion to develop the SAID PROJECT in accordance with their own Plans, Quality and


Shubir Singh

Shrotrian

Singh

Design and all Architect, Surveyor, engineer and Contractor shall be employed by the DEVELOPER CUM PURCHASER and the OWNERS and CONFIRMING PARTY shall have no right to change the PROJECT in any way.

35. The OWNERS hereby confirm that they shall not enter and interfere with the common amenities and Villa premises of the DEVELOPERS share except for the right to use the common road as access to their Villas.

36. The OWNERS shall exclusively bear and pay the water and electricity charges and electricity connection charges proportionately calculated based on the Built up area except where there is an individual bill for their Villas.

37. It is agreed between the parties that from the date of handing over the possession of the Said Owners Premises to OWNERS, the OWNERS shall be liable to contribute /pay towards maintenance of the SAID VILLAS and the upkeep of the SAID PROJECT and common amenities of the SAID PROJECT which shall be payable to the DEVELOPER CUM PURCHASER or entity or agency formed or appointed by them for such purpose.

38. The maintenance charges shall be payable **one year** in advance from the date of occupancy/possession whichever is earlier and same shall be calculated at the then applicable maintenance rate. The delay will be subjected to a penalty of 22% Per Annum. In case there is increase in the cost of Maintenance charges, the OWNERS agrees to indemnify the DEVELOPER CUM PURCHASER.

39. The OWNERS irrevocably consents to sign Maintenance contract applicable for maintenance and upkeep of the SAID PROJECT.

40. In case the OWNERS wish to use maintenance services provided by the DEVELOPER CUM PURCHASER through its agent or entity appointed by them, the OWNERS, as the case may






, bear the proportionate Maintenance Charges as communicated by the DEVELOPER CUM PURCHASER in terms with their maintenance policy.

41. The OWNERS may choose to rent /let/Sub-let the OWNER'S PREMISE to any third party, with the prior approval from the DEVELOPER CUM PURCHASER.

42. That all the notice, letters, reminders or communications under this Agreement for Development or otherwise addressed to the OWNERS and the CONFIRMING PARTY shall be made at the following address:-

a) To the OWNERS

Mr. Sudesh Mortu Shirodkar

House No. 756, Sataporio, Moira,

Bardez, Goa, 403507.

Contact No. :- +91-9822101986

b) To the CONFIRMING PARTY




Mr. Sagar Naik

T-1, Fourth Floor, Prudential Paradise,

Mapusa, Bardez, Goa, 403507

Contact No. :- +91-9823765491

That the above address of the OWNERS and the CONFIRMING PARTY shall be deemed to be a valid address for communicating with the OWNERS and the CONFIRMING PARTY except where the OWNERS and the CONFIRMING PARTY through a written letter notify/intimate the DEVELOPER CUM PURCHASER about the change in the abovementioned address of the OWNERS and the CONFIRMING PARTY. Any correspondence served at the said address's or at the changed address by

For Bennet & Bernard Custom Homes Pvt. Ltd.



Registered A/D or under certificate of posting shall be deemed to have been served to the OWNERS and the CONFIRMING PARTY.

43. That all the notice, letters, reminders or communications under this Agreement for Sale or otherwise shall be addressed to the DEVELOPER CUM PURCHASER through Registered AD or under certificate of posting at the following address: -

M/s Bennet and Bernard Custom Homes Pvt., Ltd.

First Floor, Mathias House,

Campal, Panjim,

Goa -403001

Any change in the address of the DEVELOPER CUM PURCHASER shall be notified by the DEVELOPER CUM PURCHASER to the OWNERS.

44. Any taxes, charges or outgoings levied by the Panchayat or any other competent authority exclusively pertaining to the OWNERS PREMISES shall be borne exclusively by the OWNERS with respect to their own Villas.

45. The Goods and Service Tax (GST) or any other taxes, levies as applicable, if any, by virtue of allotment of the Villas to the OWNERS shall be borne by the respective party with respect to their allotted Villas.

46. Any and all the parts of this Agreement, including all attachments hereto, shall be strictly construed as and deemed confidential in nature. Neither the OWNERS nor the CONFIRMING PARTY shall have the right and entitlement to disclose any information and details in relation to this Agreement, the consideration and the nature and/or design and/or plans of the Development to be carried out on the SAID PROPERTY herein contained and represented and all related material and documentation. Such disclosure shall be considered a material breach of this Agreement and shall be subject to further action by aggrieved party.







For Bennet & Bernard Custom Homes Pvt. Ltd.


Director

47. If any provision in this Agreement is determined to be invalid or unenforceable for any reason, no other provisions of the present shall become invalid or unenforceable and in such case the applicable provision shall be interpreted in a manner and to the extent necessary to make such provision valid and enforceable and invalid part shall be deemed to have been severed from this Agreement, so far as possible.

48. The sale of the SAID PROPERTIES in favour of the DEVELOPER CUM PURCHASER by executing sale deed/conveyance deed shall be done free of all encumbrances and free from third party claims of whatsoever nature AND during the subsistence of this Agreement, the OWNERS and the CONFIRMING PARTY undertake to maintain the Said Properties free from all encumbrances, liens, claims or charges.

49. The Stamp Duty, Registration Charges and other charges, if any applicable, at the time of registration of present Agreement shall be borne by the DEVELOPER CUM PURCHASER.

50. In the event of any dispute or difference between the parties to this Agreement arising out of this Agreement or in connection thereto, then the concerned party shall serve upon the other party written Notice of such dispute or difference and the same shall be settled /adjudicated by the courts at Goa only. The parties hereto submit to the exclusive jurisdiction of Courts at Goa.

51. The market value of the SAID PROPERTY is **Rs. 3,00,00,000/- (Rupees Three Crore Only)** and accordingly stamp duty is calculated at the rate of 2.9 % on the market value of the SAID PROPERTY amounting to **Rs. 8,70,000/- (Rupees Eight Lakhs Seventy Thousands Only)** and same has been paid on this Agreement.

52. The registration fees is calculated at the rate of 3% on the market value of the SAID PROPERTY and accordingly registration fees of **Rs. 9,00,000/- (Rupees Nine Lakhs Only)** is paid at the time of registration of this Agreement.





For Bennet & Bernard Custom Homes Pvt. Ltd.


Director

On the West:- By the Public Road;


On the South:- By property bearing Survey No. 147/6 and

On the North:- By property bearing Survey No. 147/4.

SCHEDULE-II

(DESCRIPTION OF THE OWNERS PREMISE).

DESCRIPTION OF VILLA NO. 4



ALL THAT SAID Villa No. 4 having a **Built up area of 210 sq. mts. (2260 sq. ft.)**, comprising of **3 BHK**, Semi Furnished, in the **SAID PROJECT** together with proportionate undivided share in the SAID PROJECT LAND corresponding to the built up area of the SAID UNIT, situated at Moira, Bardez-Goa.

DESCRIPTION OF VILLA NO. 5

ALL THAT SAID Villa No. 5 having a **Built up area of 165 sq. mts. (1776 sq. ft.)**, comprising of **2 BHK**, in the **SAID PROJECT** together with proportionate undivided share in the SAID PROJECT LAND corresponding to the built up area of the SAID UNIT, situated at Moira, Bardez-Goa.

Sudhakar

Sudhakar

Sudhakar

For Binnet & Bernard Custom Homes Pvt. Ltd.

Melody

Director

SCHEDULE III
(PAYMENT SCHEDULES)

| <u>Stage</u> | <u>Amount</u> |
|--|------------------------|
| At the time of Signing this Agreement | Rs. 45,00,000/- |
| On or before execution of Deed of Sale/Conveyance Deed | Rs. 35,00,000/- |
| Total Monetary Consideration | Rs. 80,00,000/- |


All above charges as payable along with applicable taxes if any.

SCHEDULE IV
SPECIFICATION OF VILLA NO. 4

THE DEVELOPER CUM PURCHASER have agreed to provide the SAID VILLA bearing No. 4 as a fully furnished unit. The details/list of items provided in the SAID VILLA No. 4 is described below.

- Wardrobes and Beds in all 3 Bedrooms,
- Sofa in Living Room,
- Coffee Table in Living Room
- Modular kitchen with cabinets,
- Dining table
- Lights and fans

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Development cum Sale at Mapusa- Goa in the presence of attesting witness, signing as such on the day first above written.


[Handwritten signature]
[Handwritten signature]

For Bennett & Bernard Custom Homes Pvt. Ltd.

[Handwritten signature]
Director

SIGNED AND DELIVERED BY THE WITHIN NAMED

OWNER NO. 1

MR. SUDESH MORTU SHIRODKAR



Sudesh Mortu Shirodkar

Sudesh Mortu Shirodkar

(MR. SUDESH MORTU SHIRODKAR)

L.H.F.P

R.H.F.P



For Bennett & Bernard Custom Homes Pvt. Ltd.

Melody

Director

Sudesh Mortu Shirodkar

Sudesh Mortu Shirodkar

Sudesh Mortu Shirodkar

SIGNED AND DELIVERED BY THE WITHIN NAMED

OWNER NO.2

MRS. SHAMAL SUDESH SHIRODKAR



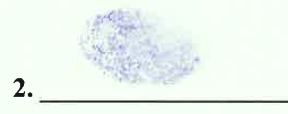
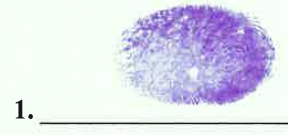
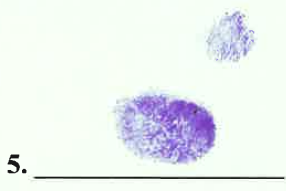
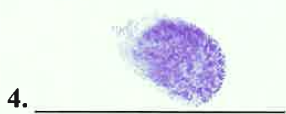
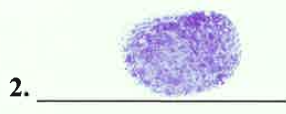
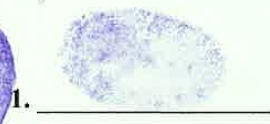
Shirodkar

Shirodkar

(MRS. SHAMAL SUDESH SHIRODKAR)

L.H.F.P

R.H.F.P



Shirodkar

Shirodkar

Sinnaji

For Bennet & Bernard Custom Homes Pvt. Ltd.

M e Rody

Director

SIGNED AND DELIVERED BY THE WITHINNAMED
PURCHASER CUM DEVELOPER
M/S. BENNET AND BERNARD CUSTOM
HOMES PRIVATE LIMITED THROUGH
ITS DIRECTOR
MRS. FABIOLA GRACE MENDES E RODRIGUES



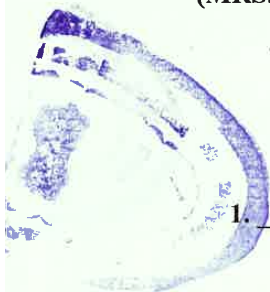
For Bennet & Bernard Custom Homes Pvt. Ltd.






M. Rodrigues
Director






For Bennet & Bernard Custom Homes Pvt. Ltd.

Director

(MRS. FABIOLA GRACE MENDES E RODRIGUES)



- 1. 
- 2. 
- 3. 
- 4. 
- 5. 

- 1. 
- 2. 
- 3. 
- 4. 
- 5. 

[Signature]

[Signature]

[Signature]

For Bennet & Bernard Custom Homes Pvt. Ltd.

M. Rodrigues
Director

SIGNED AND DELIVERED BY THE WITHIN NAMED
CONFIRMING PARTY No. 1:

MR. SAGAR NAIK

For self and Attorney for

Confirming Party No. 2

MRS. MRS. KETAKI DEVENDRA CHODANKAR

alias KETAKI SAGAR NAIK



(MR. SAGAR NAIK)



L.H.F.P

R.H.F.P

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Sundharav.

For Bennet & Berrard Custom Homes Pvt. Ltd.

Director

IN THE PRESENCE OF THE WITNESSES:-

1. Adv. Gautami Phadke 

2. Mr. Clinton Puro 







For Bennet & Bernard Custom Homes Pvt. Ltd.


Director



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA

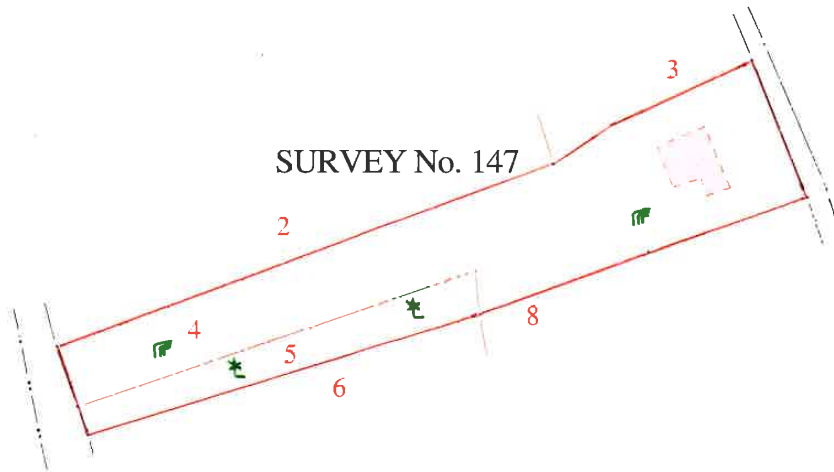


Plan Showing plots situated at
 Village : MOIRA
 Taluka : BARDEZ
 Survey No./Subdivision No. : 147/ 4.5
 Scale : 1 : 1000

**RAJESH
 RAMDAS PAI
 KUCHELKAR**

Digitally signed by
 RAJESH RAMDAS
 PAI KUCHELKAR
 Date: 2021.10.30
 16:24:27 +05'30'

Inspector of Survey &
 Land Records.



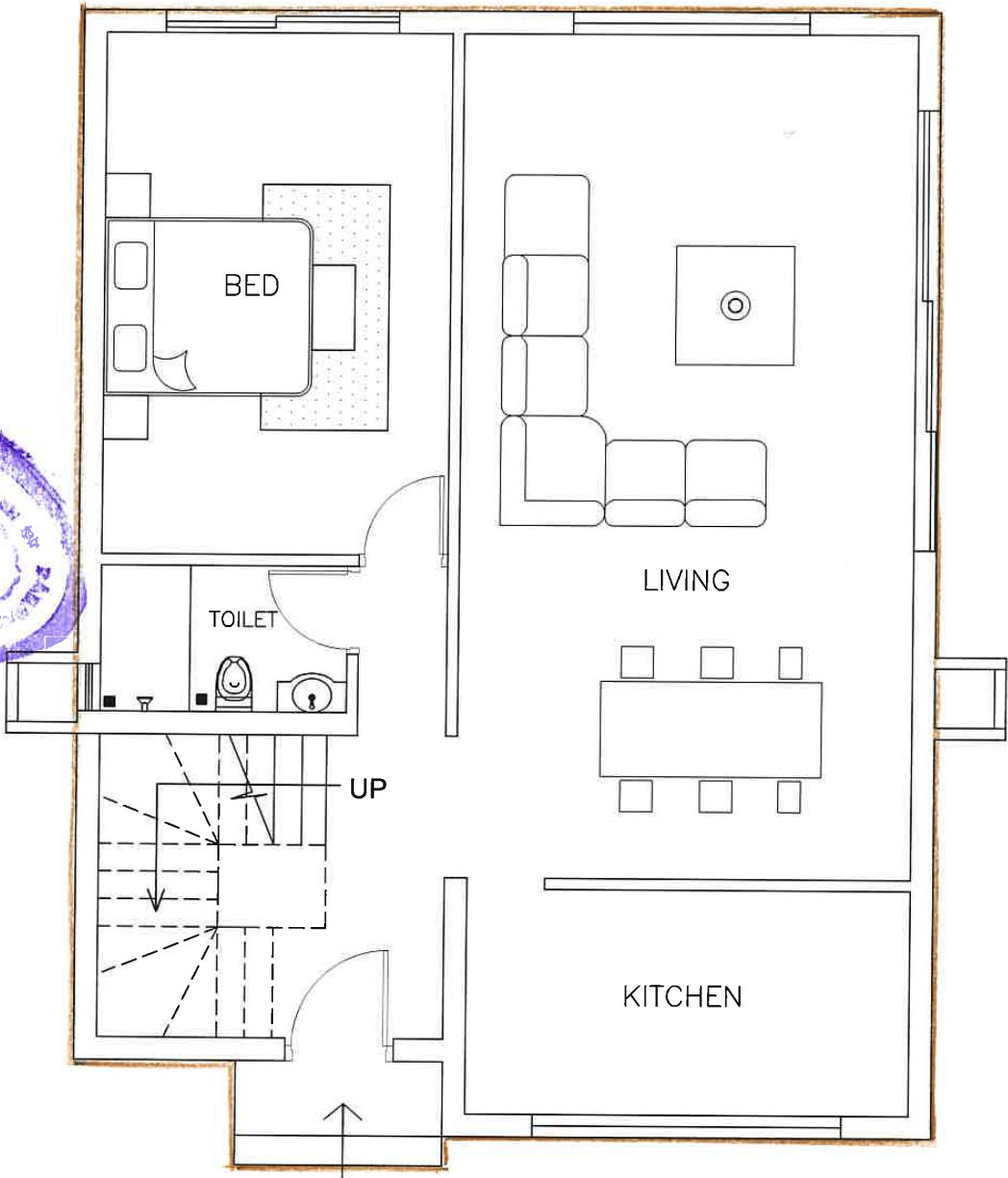
Swapnil B. Bhonsle
Swapnil B. Bhonsle

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 On : 20-10-2021

For Bennet & Bernard Custom Homes Pvt. Ltd.

Methodius
 Director

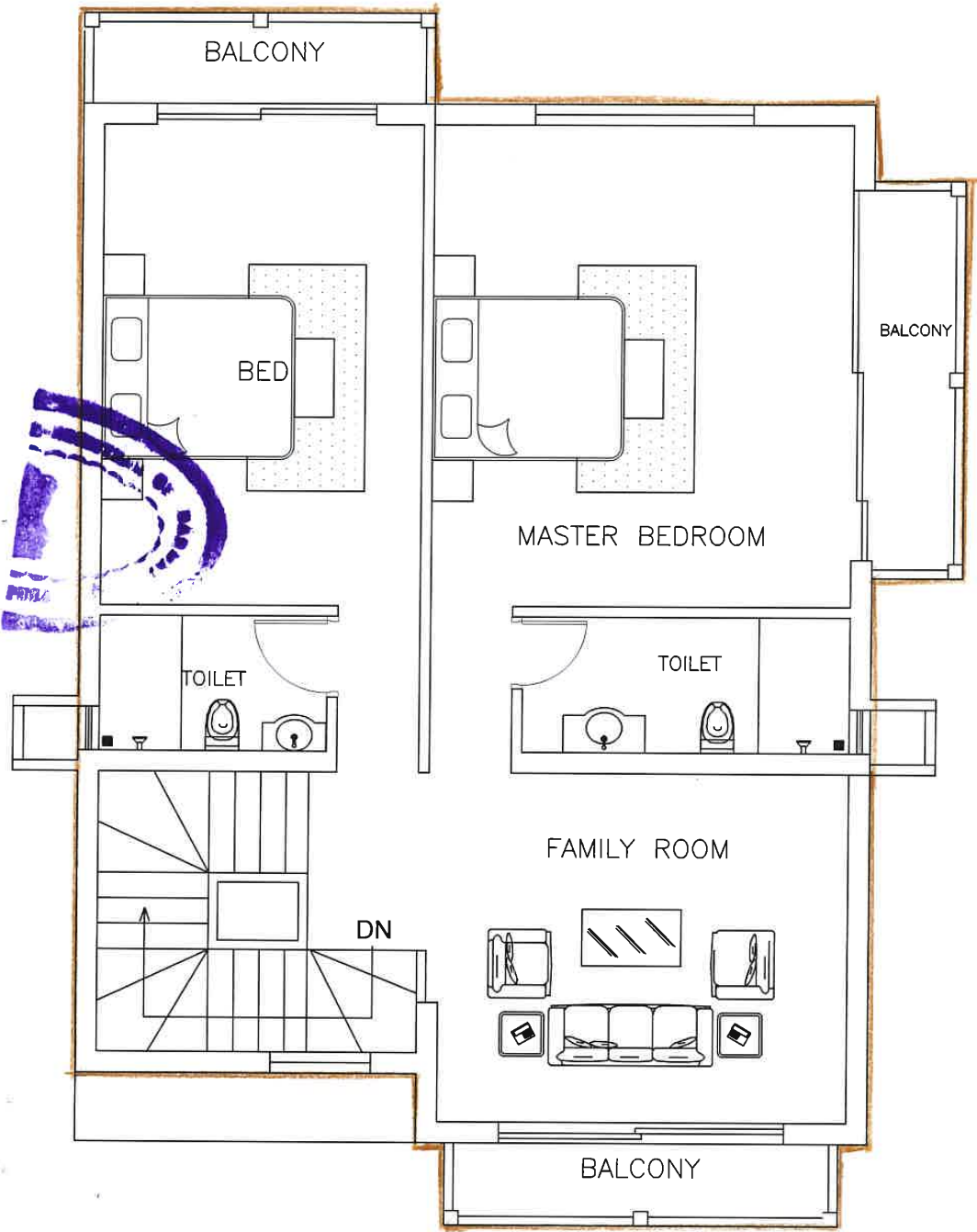
NOTE : Plan to be printed on A4 size paper



GROUND FLOOR PLAN - VILLA 4
TYPE C

For Bennel & Bernard Custom Homes Pvt. Ltd.
Mehodiy us
Director

Shroekar
Sundhar
Smayic



VILLA 4 - FIRST FLOOR PLAN

Shubraoelkar
Shindia

Omaji

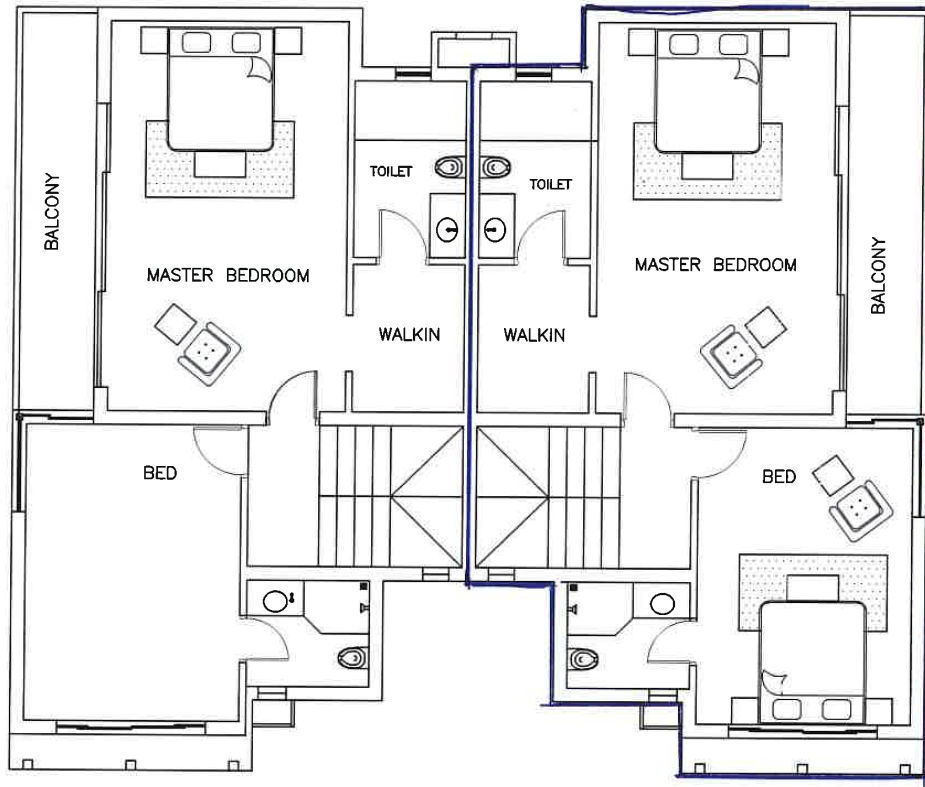
For Benet & Bernard Custom Homes Pvt. Ltd.

M. Chodiyar

Director

VILLA 6

VILLA 5



FIRST FLOOR PLAN

TYPE - D - TWIN VILLA

Shirodka

Shirodka

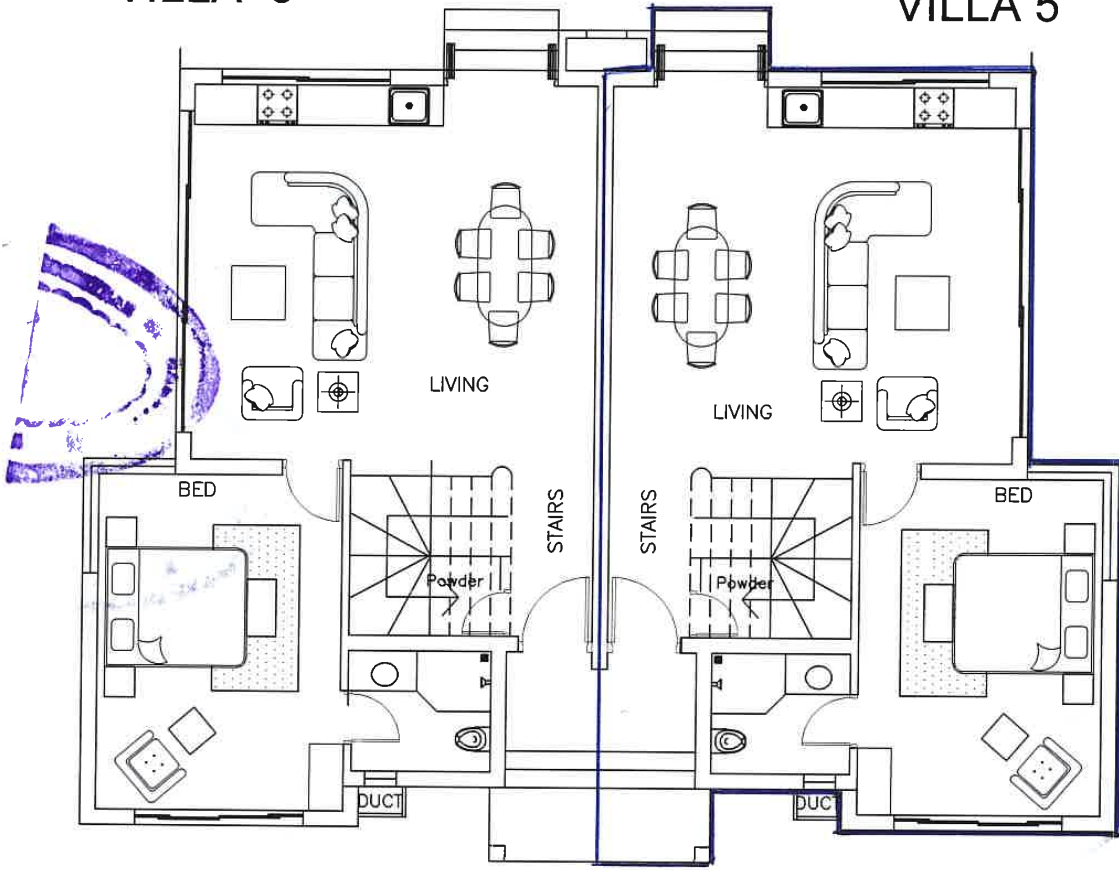
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For Binet & Bernard Custom Homes Pvt. Ltd.

Mehdy us
Director

VILLA 6

VILLA 5



GROUND FLOOR PLAN

TYPE - D - TWIN VILLA

Althirickas

Arndler

Sanna

For Bengt & Bernard Custom Homes Pvt. Ltd.
Melody us
Director



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 04-Mar-2022 02:29:09 pm

Document Serial Number :- 2022-BRZ-1004

Presented at 02:20:43 pm on 04-Mar-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

| Sr.No | Description | Rs.Ps |
|--------------|------------------|----------------|
| 1 | Stamp Duty | 870000 |
| 2 | Registration Fee | 900000 |
| 3 | Processing Fee | 2520 |
| Total | | 1772520 |

Stamp Duty Required :870000/-

Stamp Duty Paid : 870000/-

Presenter

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|---|-------|-------|-----------|
| 1 | Nitesh Shiva Parab ,Father Name:Shiva Parab,Age: 29, Marital Status: ,Gender:Male,Occupation: Advocate, Address1 - House Number 101 Madhala wada Virnoda Pernem Goa, Address2 - , PAN No.: [REDACTED] | | | |







Executer

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|---|-------|-------|-----------|
| 1 | Sudesh Mortu Shirodkar , Father Name:Mortu Shirodkar, Age: 59, Marital Status: Married ,Gender:Male,Occupation: Business, House Number 756 Sataporio Moira Bardez Goa, PAN No.: [REDACTED] | | | |
| 2 | Shamal Sudesh Shirodkar , Father Name:Raghuvir Haldankar, Age: 54, Marital Status: Married ,Gender:Female,Occupation: Housewife, House Number 756 Sataporio Moira Bardez Goa, PAN No.: [REDACTED] | | | |

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|---|--|---|---|
| 3 | Sagar Naik , Father Name:Narendra Naik, Age: 36, Marital Status: Married ,Gender:Male,Occupation: Business, T-1 Fourth Floor Prudential Paradise Mapusa Bardez Goa, PAN No.: [REDACTED] |  |  |  |
| 4 | Sagar Naik , Father Name:Narendra Naik, Age: 36, Marital Status: ,Gender:Male,Occupation: Business, T-1 Fouth Floor Prudential Paradise Mapusa Bardez Goa, PAN No.: [REDACTED] , as Power Of Attorney Holder for Ketaki Sagar Naik Alias Ketaki Devendra Chodankar |  |  |  |
| 5 | Nitesh Shiva Parab , Father Name:Shiva Parab, Age: 29, Marital Status: ,Gender:Male,Occupation: Advocate, House Number 101 Madhala wada Virnoda Pernem Goa, PAN No.: [REDACTED] , as Power Of Attorney Holder for Fabiola Grace Mendes E Rodrigues |  |  |  |

Witness:

We individually/Collectively recognize the Vendor, Purchaser, Confirming Party, Owner, POA Holder,

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|---|--|---|---|
| 1 | Name: Gautami Phadte, Age: 28, DOB: , Mobile: 7057595255 , Email: , Occupation: Advocate , Marital status : Married , Address: 403006, House Number 17 Manaswada Chimbel Tiswadi Goa, House Number 17 Manaswada Chimbel Tiswadi Goa, Chimbel, Tiswadi, NorthGoa, Goa |  |  |  |
| 2 | Name: Clinton Povo, Age: 28, DOB: , Mobile: 7057595255 , Email: , Occupation: Service , Marital status : Unmarried , Address: 403507, 354/B/9, 354/B/9, Housing Board Colony Ekta Nagar Mapusa Bardez Goa, Mapusa, Bardez, NorthGoa, Goa |  |  |  |

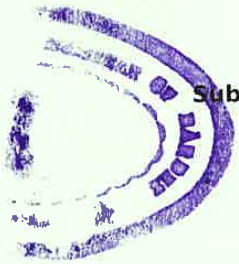
Sub Registrar


 04/03/2022
JB-REGISTRAR
BARDEZ

Document Serial Number :- 2022-BRZ-1004

Document Serial No:-2022-BRZ-1004

Book :- 1 Document
Registration Number :- **BRZ-1-965-2022**
Date : 04-Mar-2022



Handwritten signature
04-Mar-2022
**SUB REGISTRAR
BARDEZ**

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