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BABAL A. DHARGALKAR No. AC-STP-VEN/MAPUSA/775

ATMARAM INVESTMENTICENTRE Rijim Plaza, 2nd Floor, Office No. D-217, Nr. Fish Market Morod, Mapusa - Goa

Serial No. 2132 Place of Vendor, Mapu-Date of issue ... 15 12 122 Value of stamp Paper Rs 1000/ (Rupees One Thousan) Residing at Manusa Son of Signature of Stamp Vendor

Signature of Purchaser

V. K. HARMALKAF BARDEZ AREA Regd. No. 367 EXPIRY DATE : OF GOA

AGREEMENT FOR DEVELOPMENT &

SALE

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V.K. HA BARD Regd EXPIR 281 This AGREEMENT FOR DEVELOPMENT & SALE is made at Mapusa, Bardez - Goa on this 28th day of February 2022.

BETWEEN

1) MRS. BERNADETA MARIA LIBERATA DE SOUZA alias BERNADETTE DE SOUZA alias BERNADETTE M. DE SOUZA, Wife of Hilario Alexio Valentino De Souza, 65 years of age, married, retired, Indian National, holding Pan Card bearing No.

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M/S. PATKAR DEVELOPERS, a proprietorship firm, registered under the Goa, Daman and Diu Shops and Establishment Rule 1975, having Registration No. S&E/MAP/II/Y2K/993, having its registered Office at 5/54/A3, Hill Crown Apts, Block G, Altinho, Mapusa, Bardez, Goa, 403507, represented by its Proprietor, MR. RAHUL SAINATH PATKAR, Son of Sainath Patkar,

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AND

MR. KAVINASH KRISHNA HARMALKAR, Son of Krishna Harmalkar, 49 years of age, married, Business, Indian National, having PAN card Bearing No. , Resident of House No. 56/3, Near Hotel Spice Goa, Karaswada, Mapusa, Bardez – Goa; hereinafter referred to as the "CONFIRMING PARTY"; (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, nominees, legal representatives and/or assigns) OF THE THIRD PART.

WHEREAS the Vendors are lawful owners in possession of Immovable property known as "VOLOUNEACHO SHENO" also known as "VOLVONEM" or "VOLMACHO XENDO" or "XENDO" totally admeasuring 1,700 sq.mts, situated at Tivim, Bardez – Goa, along with a house therein, situated within the limits of village Panchayat of Tivim, Taluka of Bardez, District of North Goa, State of Goa, which property is found to be described in the land registration office of Bardez under no. 14173 at folio 151 of Book B 36 (new), consisting of 2/8 parts of the property described under 14170 of the said book and

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V. K. HAI BARDE Regd. EXPIRI 28/2 enrolled in the Taluka Revenue office of Bardez under Matriz no.1066 and 1068 of second division and presently Surveyed under Survey No. 177 of Sub division No. 3 of Tivim Village, hereinafter referred to as the "SAID PROPERTY" and more particularly described in SCHEDULE I hereunder written.

WHEREAS the above Vendors have represented to the Developer as follows.

The said property originally belonged to Liberata Ascencao Pereira, who had purchased it from Jose Laurenco Justino de Mello and his wife Cacilda Fernandes e de Mello who had inherited the same by way of will executed by his uncle and Aunt Jeronimo Caridade de Mello and Piedade Francisca de Souza, and same came to be Inscribed under No.8621drawn up partly at folio 33 of Book G-13 of the Land Registration Records of Bicholim and described Under No.14173 at Folio 151 of Book B 36 new of the Land Registration Office of Bicholim.

The said Liberata Ascencao Pereira was married to Mr. Francisco Mascarenhas alias Joao Xavier alias Fracisco alias Joao Xavier Mascarenhas.

The said Late Mr. Francisco Mascarenhas alias Joao Xavier alias Fracisco alias Joao Xavier Mascarenhas gifted in favour of his widow Smt. Liberata Ascencao Pereira, the said property vide deed dated 31/08/1935 drawn up by the Notary Public Silva Coelho of Bicholim at folio 55 of Book no.101.

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The said Late Mr. Francisco Mascarenhas alias Joao Xavier alias Fracisco alias Joao Xavier Mascarenhas expired on 03/09/1935 at Tivim, without descendants or ascendants, leaving behind as his widow and moiety holder Smt. Liberata Ascencao Pereira.

That being the moiety holder and the donee by virtue of the said deed dated 31/08/1935, the said Smt. Liberata Ascencao Pereira became lawful owner in possession of the said property.

The said Smt. Liberata Ascencao Pereira vide deed of Succession and Gift dated 19/02/1949, gifted the said property by reservation of the lifetime usufruct for herself to her niece Miss. Luzia Ernestina de Souza alias Luiza Ernestina de Souza.

The said Smt. Liberata Ascencao Pereira expired at Tivim on 12/09/1951, and after her death Miss. Luzia Ernestina de Souza alias Luiza Ernestina de Souza, became the sole owner of the said property.

WHEREAS the said Mrs. Lusia Ernestina De Souza @ Luisa Ernestina Souza @ Luiza Ernestina D'souza @ Luiza Ernestina De Souza was married to Mr. Alfredo Luis Gonzaga Martiniano Souza @ Alfred Luis Gonzaga Martinho D'souza @ Alfredo De Souza.

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WHEREAS the said Mrs. Lusia Ernestina De Souza @ Luisa Ernestina Souza @ Luiza Ernestina D'souza @ Luiza Ernestina De Souza, expired on 29/05/2016, at Reach Out D.A.H. Pirazona Vaddo, Moira, Bardez, Goa and Mr. Alfredo Luis Gonzaga Martiniano Souza @ Alfred Luis Gonzaga Martinho D'souza @ Alfredo De Souza, expired on 13/08/1990, at Remancio Hospital, Mapusa, Bardez- Goa, without leaving behind any Will, Gift or relinquishment, leaving behind them their Children:

Mrs. Bernadeta Maria Liberata de Souza @ Bernadette De Souza married to Mr. Hillary D'souza @ Hilario Aleixo Valentino de Souza.

Mr. Antonio Jose Francisco de Souza @Anthony de Souza married to Mrs. Justina Angelina de Souza @ Angela Justina D'souza.

Mr. Joseph Santan D'souza married to Mrs. Alcina De Souza @Alcina Desouza.

IV. Mrs. Ethel Judith De Souza E Barreto @ Ethel Judith De Souza married to Mr. Felizardo Joaquim Barreto.

WHEREAS upon the death of Mrs. Lusia Ernestina De Souza @ Luiza Ernestina Souza @ Luiza Ernestina D'souza @ Luiza Ernestina De Souza and Mr. Alfredo Luis Gonzaga Martiniano Souza @ Alfred Luis Gonzaga Martinho D'souza @ Alfredo De Souza, the Vendor No.1 hereinabove (namely MRS. BERNADETA MARIA LIBERATA DE SOUZA alias BERNADETTE DE SOUZA alias BERNADETTE M. DE SOUZA), initiated a Inventory Proceedings in the Court of Civil Judge Senior Division at Bicholim – Goa, under Inventory Proceedings No. 37/2018/B and the said property was listed at item no. I in the list of Assets in the said Inventory proceedings.

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WHEREAS in terms of Final chart of allotment and order dated, 30th April 2018, passed in the Inventory Proceedings No. 37/2018/B. The said property was allotted to vendor No.1 hereinabove (namely MRS. BERNADETA MARIA LIBERATA DE SOUZA alias BERNADETTE DE SOUZA alias BERNADETTE M. DE SOUZA) by paying off the share of the other Interested parties in the said property by way of owelty money.

WHEREAS the Vendor No. 2 is married to Vendor no. 1 under the regime of communion of Assets as applicable to the State of Goa and hence have acquired right, title, interest and share in the SAID PROPERTY, being moiety share holder and hence is made party to this Agreement.

AND WHEREAS in view of the above the Vendors are lawful owners in possession of the SAID PROPERTY.

AND WHEREAS the Confirming Party had entered into an Agreement for Development and Sale with Vendors hereinabove for development of the said property, the said Agreement, dated 21st October 2019 was duly registered under No. 2826/2019 hereinafter referred to as the SAID AGREEMENT for the sake of brevity.

AND WHEREAS in pursuance of the Agreement and towards the Development and Sale of the said property the confirming party had promised to provide the owners with the following premises to be constructed in the said property;

a) 4 (Four) Apartments 2 BHK), having a Super built up area of 100 sq.mts each, to be situated on the Upper Ground Floor, First Floor, Second Floor and Third Floor (along with four stilt parking).

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- b) 1BHK Flat, admeasuring 55 sq.mts (super built-up area), on Upper Ground Floor or First Floor (to be allotted to the tenants).
- c) 1(one) Shop, admeasuring 15 sq.mts (super built-up area), on Ground Floor facing main road in the building project to be constructed in the said property.

AND WHEREAS pursuance of the said agreement the confirming party carried out all the liaisoning work and utilizing his own funds obtained the following licenses and permissions/ approvals that are required for carrying out the said development:

 a) Construction License bearing No. VP/TIV/BAR/F.24/2020-21/2182 dated 22/12/2020, issued by Village Panchayat of Tivim, Bardez-Goa.

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- b) Conversion Sanad No. 4/94/CNV/AC-III/2020/1075, dated 24/11/2020 issued by Additional Collector-III of North Goa District, Mapusa and along with Plan vide Case No. 4/94/CNV/AC-III/2020/924, dated 23/10/2020, issued by office of Directorate of Settlement and land Records, Mapusa-Goa.
- c) NOC from Directorate of Health Service, Primary Health Centre, Colvale, Bardez - Goa, dated 05/05/2020, bearing no. PHCColvale/NOC/2020-21/51.
- d) Technical clearance Order from Senior Town Planner, Town and Country Planning Department, North Goa District office, Mapusa, Bardez – Goa, dated 29/02/2020, bearing Reference No.TPB/5942/TIV/TCP-2020/984.

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- e) Structural liability certificate from Rajesh Mahambrey & Associates.
- f) Certificate of Conformity with Regulations, from ASHWINIKUMAR PRABHU of STUDIO ARCHE'TYPE, dated 28/02/2020.

AND WHEREAS pending the said agreement M/S. R SQUARE, represented by its Partners 1) MR. RAHUL SAINATH PATKAR and 2) MR. RAHUL KUDNEKAR approached the Vendors and Mr. Kavinash Harmalkar and showed their willingness to develop the SAID PROPERTY, to which the Vendors and Mr. Kavinash Harmalkar agreed on certain terms and cancelled the said agreement, dated 21st October 2019, by way of Cancellation Agreement, dated 2/7/2021 duly executed before Notary Advocate V. K. Harmalkar, Under Reg. No.2628/21.

AND WHEREAS SUBSEQUENTLY 1) MRS. BERNADETA MARIA LIBERATA DE SOUZA alias BERNADETTE DE SOUZA alias BERNADETTE M. DE SOUZA and 2) MR. HILLARY D'SOUZA alias HILARIO ALEIXO VALENTINO DE SOUZA alias HILARY A. V. DE SOUZA alias HILARY ALEX VALENTINE DESOUZA "as Vendors", M/S. R SQUARE, represented by its Partners 1) MR. RAHUL SAINATH PATKAR and 2) MR. RAHUL KUDNEKAR "as Promoter/Developers" and MR. KAVINASH KRISHNA HARMALKAR "as Confirming Party" entered into a fresh Agreement for Development and Sale, dated 2nd July 2021, registered before Notary Advocate V. K. Harmalkar, under Reg. No.2629/21, dated 2/7/2021. Wherein M/S. R SQUARE agreed to Develop the SAID PROPERTY on certain terms and conditions as found mentioned in the said agreement.

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AND WHEREAS M/S. R SQUARE after entering into the Agreement for Development and Sale, dated 2/7/2021 could not go ahead with the development due to some unforeseen circumstances and accordingly by way of Cancellation Agreement, dated 28/02/2022 duly executed before Notary Advocate V. K. Harmalkar, Under Reg.No.1058/22, cancelled the said agreement dated 2nd July 2021, registered before Notary Advocate V. K. Harmalkar, under Reg. No.2629/21.

AND WHEREAS in view of the cancellation agreement M/S. R SQUARE ceased to have any right/share/interest in the said property.

AND WHEREAS the Second Party/Developer hereinabove has approached the owners and the confirming part and has shown his willingness to develop the SAID PROPERTY, to which the first party and confirming party have agreed on the following terms.

The Developer/Builder shall construct a building project in the subject land containing 3 buildings/Blocks, wherein premises will be available for commercial cum residential use with infrastructure like landscape gardens, etc.

AND WHEREAS the Developer towards the development and sale of the said property as agreed to pay the consideration to the owners by way of constructing and allotting to the owners the following premises to be constructed in the said property;

- i) 2 BHK Apartment bearing No. C-301, admeasuring 117.9 m² (super built-up area), situated on the Second Floor of block C.
- ii) 2 BHK Apartment bearing No. C-401, admeasuring 117.9 m² (super built-up area), situated on the Third Floor of block C.

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- iii) 2 BHK Apartment bearing No. C-102 admeasuring 117.9 m² (super built-up area), situated on the upper Ground of block C.
- iv) 2 BHK Apartment bearing No. C-202, admeasuring 117.9 m² (super built-up area), situated on the First Floor of block C.
- v) 1BHK Apartment bearing No. B-201, admeasuring 69.17 m² (super built-up area), situated on the First Floor of block B.

vi) ONE SHOP bearing No.3, situated on the Ground Floor facing the Road, admeasuring 19.78. m² (super built-up area).

All the Apartment will be provided with stilt parking.

Agreement for development and sale entered into between the owner and the confirming party and the subsequent agreement for development and sale dated 2nd July 2021, registered before Notary Advocate V. K. Harmalkar, under Reg. No.2629/21, shall stand cancelled upon signing the present agreement and the confirming party does hereby assigns all the rights assigned to him in the agreement dated 21/10/2019 in favor of the present developer. That towards the money spent and the efforts taken by the confirming party in carrying out all the liaisoning work and obtaining licenses/permissions/ approvals/ sanad the developer shall provided the confirming party with the following Apartments to be constructed in the said property;

i) 2 BHK Apartment bearing No. A-301, admeasuring 90.54 m² (super built-up area), situated on the Third Floor of block A.

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ii) 2 BHK Apartment bearing No. A-201, admeasuring 90.54.m² (super built-up area), situated on the Second Floor of block A.

(The apartments will be provided with stilt parking).

AND WHEREAS the Developer under such mutually settled terms and conditions have agreed to develop the SAID PROPERTY, which are set out herein below.

NOW THEREFORE THIS AGREEMENT FOR DEVELOPMENT & SALE WITNESSES AS UNDER:-

- 1. The Owners/Vendors shall sell to the Developer and the developer shall purchase from the owners the SAID PROPERTY described in schedule-I written herein under along with the all structures, trees, fences, ways, water courses, compounds and all other structures if any standing thereon along with all its easementary rights for a total consideration payable fully in kind by allotting the owners the following Apartments/shop in the building to be constructed in the SAID PROPERTY.
- i) 2 BHK Apartment bearing No. C-301, admeasuring 117.9 m² (super built-up area), situated on the Second Floor of block C.
- ii) 2 BHK Apartment bearing No. C-401, admeasuring 117.9 m² (super built-up area), situated on the Third Floor of block C.
- iii) 2 BHK Apartment bearing No. C-102 admeasuring 117.9 m² (super built-up area), situated on the upper Ground of block C.
- iv) 2 BHK Apartment bearing No. C-202, admeasuring 117.9 m² (super built-up area), situated on the First Floor of block C.

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- v) 1BHK Apartment bearing No. B-201, admeasuring 69.17 m² (super built-up area), situated on the First Floor of block B.
- vi) ONE SHOP bearing No. 3 situated on the Ground Floor facing the Road admeasuring 19.78. m² (super built-up area).

All the Apartment will be provided with stilt parking. (The same are more precisely shown on the annexed plan which shall form part and parcel of this agreement.) The same are hereinafter referred to as "THE OWNERS PREMISES", of the total built up area (net saleable area) of the buildings that shall be constructed on the SAID PROPERTY. The same are more fully and particularly described in schedule II hereinunder.

- 2. That the parties hereto have further agreed that the Agreement for development and sale entered into between the owners and the confirming party dated 21/10/2019, registered under No. 2828/19 shall be cancelled and all the development rights in the agreement dated 21/10/2019 shall stand assigned in favour of the present developers. That towards the efforts taken by the confirming party in carrying out all the liaisoning work and obtaining licenses/permissions/ approvals/ sanad and towards the money spent for obtaining all the above permission, the developer shall provided the confirming party with the following Apartment to be constructed in the said property.
- i) 2 BHK Apartment bearing No. A-301, admeasuring 90.54 m² (super built-up area), situated on the Third Floor of block A.
- ii) 2 BHK Apartment bearing No. A-201, admeasuring 90.54.m² A. (along with two stilt parking). (super built-up area), situated on the Second Floor of block

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V.K.HAF BARDE Regd. EXPIR 281 The same are herein after referred to the PREMISES TO THE ALLOTED TO THE CONFIRMING PARTY the same are more fully and particularly described in schedule III hereinunder.

(The same are more precisely shown on the annexed plan.)

(The same are more precisely shown on the annexed plan which shall form part and parcel of this agreement.)

- That developer shall be entitled for the remaining premises and the same are hereinafter referred to as "THE DEVELOPERS PREMISES".
- 4. That the parties hereto agree that the owners and the confirming party towards the apartments to be allotted to them shall be liable to pay the developer the following amounts:
- a) For 2 BHK sinking fund of Rs.75,000/-
- b) For 1 BHK sinking fund of Rs.50,000/-Note: The sinking fund shall be later on transferred to the society at the time of handing over)

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- a) For 2 BHK maintenance amount of Rs.75,000/- for 5 years.
- b) For 1 BHK maintenance amount of Rs.50,000/- for 5 years.

ELECTRIC TRANSFORMER CHARGES

- a) That a sum of Rs.30,000/- shall be paid towards electric transformer charges by the respective Apartment owners.
- 5. The Developer shall for and on behalf of the Owners/vendors and in the name of the Owners be entitled to submit to the village Panchayat and all other concerned authorities revised plans to alter and modify the building plans as he may desire and as permitted in accordance with the rules.

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- The Developer shall at his cost be entitled to appoint Architects, Contractors, Engineers, Supervisors, Laborers etc., for the development of the SAID PROPERTY.
- In case the plan approved has to be revised for any reasons, then in such case the location and the area of the owners premises shall remain unaltered.
- 8. Subject to the above terms, the owners shall sell to the Developer the SAID PROPERTY to undertake the construction of building on the SAID PROPERTY on terms and conditions as agreed herein and the project shall be named and styled as "LIBERATA APARTMENTS".
- 9. The Developer shall undertake construction of building on the SAID PROPERTY as per the plan as may be approved and as per the specifications as may be agreed between the parties detailed in the Schedule IV hereinunder. Any other item of work in addition to that specified in the Schedule IV hereinunder shall be carried out by the Developer for the Owners/Vendors at the prior written request of and at the cost of the Owners/Vendors as per the prevailing market value of such work item.
- 10. The Developer has agreed to complete the construction of the owner's premises within a period of 24 months from 31st July 2021. The owner's premises shall be handed over along with the occupancy certificate.

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11. The Developer shall complete the construction of the builtup areas to be constructed for the Owners/Confirming Party and tender the delivery or possession thereof to the Owners within a period stipulated of 2 years hereinabove from 31st July 2021 along with the occupation certificate from the Village Panchayat, Power Supply and water supply, subject to the condition that, in case the Developer is unable to complete the construction of the owners premises and deliver possession thereof as stipulated in clause(9) hereinabove due to any act of God, civil commotion, war, non availability of building materials like cement and steel etc or water supply or electric power or as a result of any notice, rule, order or notification of the court, Panchayat, and/ or Government and /or any other public or competent authority or for any reason beyond the control of the Developer, the Developer shall not incur any liability and shall be entitled to a reasonable extension of 6 months for constructing the owners /Confirming party premises.

12. The Owners/Confirming Party shall take possession of the premises i.e. Apartment within thirty days of the Developer giving written notice to the Owners intimating that the said

premises are ready for use and occupation.

13. The owners shall execute in favour of the Developer an Irrevocable power of attorney to undertake such works as are intended hereinunder or as may be necessary and ancillary thereto and such power of attorney shall be coextensive with this agreement with power to sell "THE DEVELOPERS PREMISES". (Excluding the vendors/confirming parties premises).

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- 14. The Owners shall within a period of seven days from the date of the execution of this Agreement, hand over to the Developers Advocate all copies of title deeds relating to the SAID PROPERTY.
- 15. The Developer shall be entitled and solely responsible for carrying out the approved construction strictly as per the approved plan. The owners further agree to sign and execute all necessary papers, deeds, documents, and plans that may be required by the Developer, from time to time for carrying out the effective development of the SAID PROPERTY and construction of building thereon.
- 16. The construction to be made by the Developer in the subject land shall be of Reinforced Cement Concrete frame work, the external walls being of local laterite masonry/C.C. blocks, and internal partition walls being of bricks or cement concrete blocks, as per the choice of the Developer. The Developer shall appoint his own R.C.C. Consultants for supervising the work of construction and shall bear and pay the entire professional charges of such R.C.C. Consultants.
- 17. The specifications of the residential premises to be constructed for the ownership of the Land Owners and the confirming party shall be as stated in SCHEDULE-IV hereto.
- 18. All the rights, privileges pertaining to permissions, licenses, approvals, if any, are obtained by/issued to the owners pertaining to **SAID PROPERTY** from any authority, Department, Body council shall stand assigned in favour of the Developer.

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V.K.HA BARD Regd EXPIF 28 19. It is understood that the owners shall not be liable to pay any further price / consideration / cost to the Developer nor the Developer shall be liable to pay any price/ cost / consideration to the owners towards the SAID PROPERTY as referred hereinabove which is to be paid in kind as agreed hereinabove.

20. The owners have not entered into any agreement with or in favour of any person/s and have not executed with or in favour of any person/s any deed of sale or Agreement in respect of the SAID PROPERTY described in Schedule-I hereto or part thereof and the owners shall not execute with or in favour of any person/s any sale deed or agreement in respect of the SAID PROPERTY described in Schedule-I hereto during subsistence of this understanding.

- 21. The owners further declare that their title to the SAID PROPERTY are valid, clean, and clear and there are no encumbrances against the same and that in case any defects are detected the Developer shall be free to withdraw from the present commitment and/or seek extension for performance of the agreement/terms as contained herein.
- 22. That the premises to be allotted to the owners and the confirming party is marked on the plans attached to his agreement and the same shall form part of the present agreement.

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V.K.HI BARL Reggi EXPI 28 23. The Developer shall be irrevocably entitled to all the remaining built up area, (DEVELOPERS PREMISES) and in respect of such built-up area, the Developer shall be free to deal with the same and in this regard the Developer shall be entitled to enter into firm commitments or agreements with its prospective purchasers/ customers to dispose off any of the premises contained in the said built-up area to any person/s of the choice of the Developer save and except the premises allotted to for the owners for such consideration as may be fixed by the Developer at his own discretion and appropriate the consideration if received from such customers. The Developer shall also be entitled to retain for themselves any one or more premises out of such built-up area, for their own use.

24. The Developer is also entitled to mortgage the flats/Apartment/ shops and other buildup area (DEVELOPERS PREMISES) constructed in the said property other than the ones to be allotted to the landowners/ Confirming party. The land owners/ confirming party and or/ give Consent and NOC to prospective Purchasers to mortgage respective units bearing the undivided right/ share of land corresponding to the area of the Apartment. This clause can be used as authority to give NOC to respective units holders to their respective banks. The mortgage shall be without any personal liability of repayment to the Land owners.

23. That upon handing over the owners premises and the premises of the confirming party, the owners shall execute one deed of sale in respect of all their rights in the SAID PROPERTY described in schedule-I. The sale deed as above shall, if so desired by the Developer, be executed in

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favour of any nominee/s including individual, co-operative society / company/ trust/legal entity specifically indicated by the purchasers. In case the sale deed is executed in favour of any such individual, co-operative society / company/ trust/legal entity then in such case the such person shall step in the shoes of the Developer herein and shall be liable to perform all the obligations contained herein and to be performed by the purchaser.

HARMALKAR RDEZ AREA agd. No. 367 PIRY DATE: 28/2/2024

24. In the event of any deposits paid by the Developer in the name of the Owners/Vendors to any Government, Semi-Government, Village Panchayat or electricity authorities, the same shall be refundable to the Developer alone.

- harmless, indemnify and keep indemnified the Developer from and against all losses, charges, costs or expenses suffered or incurred by the Developer, by reason of:
 - There being any defect in title of the Vendors to "SAID PROPERTY" conveyed hereunder;
 - ii) or there being any liens, charges, encumbrances on the "SAID PROPERTY" or portion conveyed hereunder;
 - iii) And/or there being any litigation with any person or persons as regards the title in the SAID PROPERTY or portion conveyed hereunder.
 - 26. The Owners/Confirming party by themselves and/or through their nominees shall also be liable to pay to the Developer the charges of first house-tax to be paid at the time of obtaining the Occupancy Certificate to the local authority as well as the Security Deposit and connection

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charges regarding the electrical connections and water connections as applicable and any other taxes and levies imposed by the concerned authorities to the premises to be constructed for the Owners.

27. The entire development work shall be carried out by the Developer at his own risk, costs and expenses. They shall bear and pay the Bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the constructions work as also all other costs, charges and expenses that may be incurred in regard to the development work. The Developer shall also save harmless and indemnify and keep indemnified the Owners against any claim that may be made by any one against the Owners on account of the Developer carrying out the said development work.

- 28. The Developer will be entitled to modify the approved buildings plans as they deem fit provided the modifications are within or as per the provisions of approved scheme laid down by the Competent Authority. The Developer shall pay all the fees of the Architects, and R.C.C. Developer appointed by him for the development of this project. It is agreed that while appointing Architect and R.C.C. Developer. The Developer shall procure in favour of the Owners writing that they shall not hold the Owners liable for their fees or otherwise.
- 29. The Developer shall in the course of erection and completion of the said buildings do all lawful acts and things required by and perform the works in conformity in all respects with the provisions of the statues applicable

thereto.

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- 30. The Developer shall not at any time cause or permit any public or private nuisance in or upon the **SAID PROPERTY** or do anything which shall cause unnecessary annoyance, inconveniences suffering hardship or disturbance to the Owners or to the occupants of the neighboring **PROPERTY**.
- 31. This Agreement shall be specifically performed by both the parties. Neither party shall have any right to terminate this contract. The Developer shall not transfer his development rights to any third person without the consent of the Land Owners.

2. The Land Owners have irrevocably authorized the Developer to enter into the subject land and to carry out all activities either of pre construction nature and the activities of post constructive nature.

- 33. In case the existing Floor Area Ratio pertaining to the **SAID PROPERTY** is increased/decreased in future, such increase/decrease shall ensure to the benefit of the developers alone.
- 34. After handing over possession of the said units to the Owners/Confirming party, shall be at liberty to point out visible defects to the construction if any within 365 days from the date of handing over the possession of the units, which defects if any shall be removed by the Builder/Developer within 30 days from the date of intimate.

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- 35. The Owners /Confirming party shall at no time demand the partition of their rights or interest in the **SAID PROPERTY** and it will be a pre-condition that interest, right and title of the Owners shall always be inseparable.
- 36. Any taxes, charges or outgoings levied by the Panchayat, or any other competent authority or electricity and water charges exclusively to the said Apartments shall be borne by the Owners /confirming party upon taking possession of their respective Apartments.
- 37. The Owners shall not be held liable for any non compliance of any acts, rules and regulations on the part of the Builder/Developer and for any defects in the construction of the premises by the Builder/Developer. All disputes which may arise between the parties to the agreement, whether in relation to the interpretation of the clauses and the conditions of this agreement and about the performance of theses present, or to any act which ought to be done by the parties in disputes or in relation to any matter whatsoever concerning this agreement shall be referred to arbitration in accordance with the provisions the Arbitration and Conciliation Act, 1996 as amended on date and the Place of Arbitration shall be Mapusa.
- 38. The Owners shall at no time demand the partition of their rights or interest in the **SAID PROPERTY** and it will be a precondition that interest, right and title of the Owners shall always be inseparable.

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39. The Developer is likely to constitute or cause to be constituted a Co-operative Housing Society or ordinary Society or other entity, for the management of the buildings to be constructed in the SAID PROPERTY, for maintenance of said buildings in which case the Owners/Confirming Party shall fully co-operate with the Developer and other persons acquiring various premises of the share of the Developer, to form and get registered such Society or entity, including participation in various resolutions, application forms, affidavits, undertakings, etc.

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party shall bear the cost towards the owner premises which shall include proportionate share of all expenditure relating to such Society or entity, including registration fees, professional fees, etc. and also the maintenance charges/ corpus/ society charges etc as may be fixed by such Society or entity at the time of taking over the possession of their built up areas/ residential premises. The Owners/ confirming party by themselves and/or through their nominees shall also be liable to become members of the Society or entity by making proportionate contribution in buying the shares of the said Society or entity.

- 41. That the owners shall be at a liberty to get the sale deed of the flats executed in their name or in the name of their brothers and sisters.
- 42. Each party to the contract shall be entitled to get specific performance of their part performed from the party who is liable, to perform that particular part.

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- 43. All expenses towards the stamp duty, registration charges or any other expenses shall be borne by the purchaser and / or his nominee as the case may be.
- 44. That the possession of the subject land is handed over to the developers to carry out construction upon signing of the present agreement.
- 45. The GST shall be payable by the respective Parties as applicable.
- 46. The Developers shall be bound by the REIRA RULES AND REGULATIONS.
- 47. Time shall be the essence of this contract subject to the above covenants and narration.
- 48. That the Developer shall be entitled to get a project loan sanctioned from various bank and the owners have no objection for the same.
- 49. The Developers agrees that he shall install a lift to the block/wing of the building in which flats are to be constructed and allotted for the owners.
- 50. It is specifically declared that though this agreement is titled as "Agreement for Development & Sale", interests stand created in the purchasers/developers here under with possession of the said property have been handed over to them and for all purposes this shall be read as a Sale Agreement coupled with possession for the purposes of Section 52-A of the Transfer of Property Act.

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V. K. HAF BARDE Regd. EXPIRI 28/2 Furthermore, this agreement shall not be terminated by

either party at any time and same shall specifically

enforceable as against the defaulting party. The remedy

for any breach or default shall not be termination but by way of compensation only. This so agreed because based on this agreement; third party rights in favor of proposed purchaser/s of premises in the project will be created. The same rights so created shall be binding and also enforceable as against the Owners/Vendors. Further it is agreed that the Developer/Purchaser shall be and entitled to and is so authorized to mortgage the said property and the constructions thereon save and except the following premises to be constructed in the said project in favor of any Bank, Financial Institution of party as a security for any loan to be obtained by the Developer/Purchaser for construction of the said project or by the prospective purchaser for purchase of any premises and the mortgage so created shall be enforceable as against the said property at all times and security created enforced by any such secured creditor, provided that the premises to be constructed and allotted to the Owners/Vendors/confirming party are excluded from such mortgage and kept fully protected from any such encumbrances and further the owners/vendors are in no manner made personally liable for repayment of such loan/s. Any financier shall be free to act on this declaration and agreement and act accordingly without

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any further consent of or reference to the Owners/Vendors

or without requiring them to join as party/s to any such

creation of mortgage or security.

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51. The full and complete description and location of premises to be constructed and allotted to the Owners/Vendors/Confirming party which shall be excluded from the creation of mortgage are as under:

OWNERS PREMISES:

- i) 2 BHK Apartment bearing No. C-301, admeasuring 117.9 m² (super built-up area), situated on the Second Floor of block C.
- ii) 2 BHK Apartment bearing No. C-401, admeasuring 117.9 m² (super built-up area), situated on the Third Floor of block C.
- iii) 2 BHK Apartment bearing No. C-102, admeasuring 117.9 m² (super built-up area), situated on the upper Ground of block C.
- v) 2 BHK Apartment bearing No. C-202, admeasuring 117.9 m² (super built-up area), situated on the First Floor of block C.
- v) 1BHK Apartment bearing No. B-201, admeasuring 69.17 m² (super built-up area), situated on the First Floor of block B.
- vi) ONE SHOP bearing No.3, situated on the Ground Floor facing the Road admeasuring 19.78. m² (super built-up area).

All the Apartment will be provided with stilt parking)

PREMISES TO THE ALLOTED TO THE CONFIRMING PARTY

2 BHK Apartment bearing No.A-301, admeasuring 90.54 m² (super built-up area), situated on the Third Floor of block A.

2 BHK Apartment bearing No. A-201, admeasuring 90.54m² (super built-up area), situated on the Second Floor of block A.

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- 52. That the confirming party shall keep a regular check on the development work to the carried out by the developer and shall assist the developer in all respect. The confirming party shall as and when called upon come and sign all necessary documents/undertakings/declarations in case any required.
- 53. That the confirming party has no objection for the said development to be carried out by the developer herein and accords his consent to the present agreement.



- 54. The parties hereto agree that due to the present pandemic, if the construction work is stopped by virtue of any notification/circular issued the State/Central Government, such time shall stand excluded and further adjusted in the time frame set out in the present agreement.
- 55. The vendors and the Developer hereby declare that the property in transaction does not belong to the Schedule Caste/Scheduled Tribes pursuant to the notification No. RD/LAND/LRC/318/77 dated 21/08/1978.
- 56. Either party to this agreement shall be subject to the stipulations hereunder contained and have a right of specific performance of this agreement.

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SCHEDULE-I

All that Immovable property known as "VOLOUNEACHO SHENO" also known as "VOLVONEM" or "VOLMACHO XENDO" or "XENDO" totally admeasuring 1,700 sq. mts., situated at Tivim, Bardez – Goa, within the limits of village Panchayat of Tivim, Taluka of Bardez, District of North Goa, State of Goa, which property is found to be described in the land registration office of Bardez under no. 14173 at folio 151 of Book B 36 (new), consisting of 2/8 parts of the property described under 14170 of the said book and enrolled in the Taluka Revenue office of Bardez under Matriz no. 1066 and 1068 of second division and presently Surveyed under Survey No. 177 of Sub division No. 3 of Tivim Village and bounded as under:

On the East: partly by property bearing survey no. 177/15 and partly by survey no. 177/16

On the West: by road

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On the North: by property bearing survey no. 177/1

On the South: by property bearing survey no. 177/5

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SCHEDULE-II

- i) 2 BHK Apartment bearing No. C-301, admeasuring 117.9 m² (super built-up area), situated on the Second Floor of block C.
- ii) 2 BHK Apartment bearing No. C-401, admeasuring 117.9 m² (super built-up area), situated on the Third Floor of block C.
- 2 BHK Apartment bearing No. C-102 admeasuring 117.9 m²
 (super built-up area), situated on the upper Ground of block
 C.
- iv) 2 BHK Apartment bearing No. C-202, admeasuring 117.9 m² (super built-up area), situated on the First Floor of block C.
- v) 1BHK Apartment bearing No. B-201, admeasuring 69.17 m² (super built-up area), situated on the First Floor of block B.
- vi) ONE SHOP bearing No.3 situated on the Ground Floor facing the Road admeasuring 19.78. m² (super built-up area).
- All the Apartment will be provided with stilt parking)

SCHEDULE-III

PREMISES TO THE ALLOTED TO THE CONFIRMING PARTY

- 2 BHK Apartment bearing No.A-301, admeasuring 90.54m² (super built-up area), situated on the Third Floor of block A.
- 2 BHK Apartment bearing No.A-201, admeasuring 90.54.m² (super built-up area), situated on the Second Floor of block A.

 All the Apartment will be provided with stilt parking)

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SCHEDULE IV

(Specification)

All in the building to be constructed on the property described in schedule I hereinabove.

Structure

: R.C.C. Framed Structure

Walls

: 23 cm laterite stone masonry and 11.5 cm

brick masonry.

Plaster

: 1:3 cement mortar 12mm thick internal plaster finished with readymade lambi & 1:3 cement mortar external plaster (sponge finish) with

grooves/bands as per design.

Flooring

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: 2' x 2' vitrified tiles in bedroom, living room and kitchen. Marble for staircase. Non skid ceramic tiles for bathroom floor, ceramic tiles for dado upto ceiling, rustic tiles for balconies and

porches.

Windows

: Powder coated aluminum window frames with

4mm glass.(Mt. Transparent).

Doors

:Main door will be teak wood frame with teak wood shutter, living room, bedroom doors will be

sal wood frame with flush door with veneer.

Paint

: External paint - Apex and internal paint OBD.

Plumbing

:CPVC/PVC, fixtures – Jaguar (CP)

Sanitation

: Piping - PVC, Sanitary ware - Cera, Hindware

(White).

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Electrical: Wires: Anchor / Finolex / Polycab

Switches : Anchor (Roma) / SSK Ducting and points for

Phone/cable TV/AC/Gyser etc.

Kitchen : Granite platform with 2' ceramic tiles dado and

stainless steel sink.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement for Development & Sale on the date, month and year first hereinabove written.

MALKAR EZ AREA No. 367 Y DATE: 2/2024

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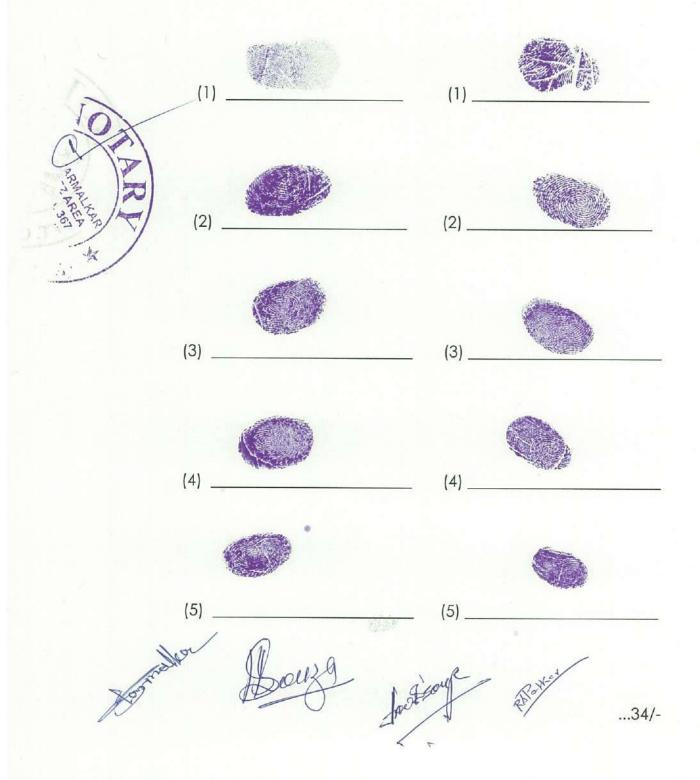


I hereby attest the signature of
Shift Smt Bennadette De Souza
Identified by Pensonally
On the strength of

MRS. BERNADETA MARIA LIBERATA DE SOUZA alias BERNADETTE DE SOUZA alias BERNADETTE M. DE SOUZA VENDOR NO.1

L. H. F. Prints

R. H. F. Prints







I hereby attest the signature of

Shri / Spit Hillary Disouza

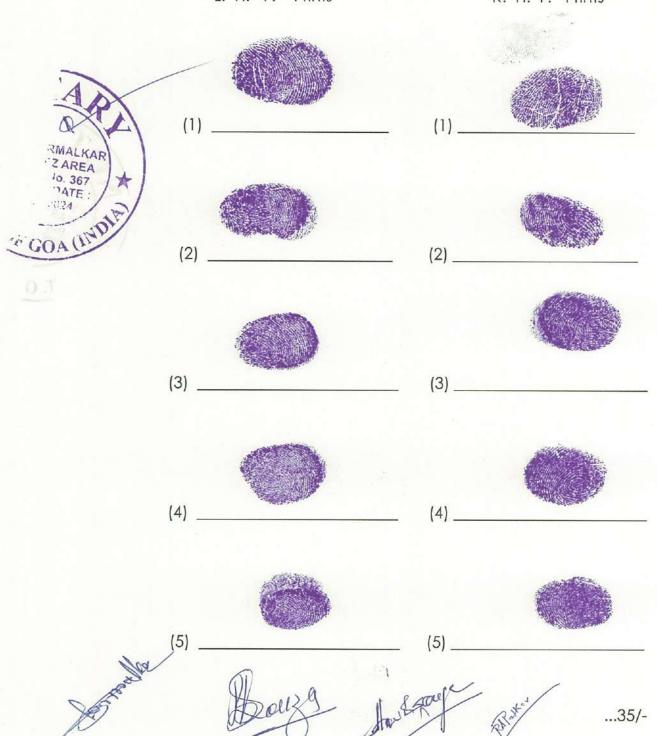
Identified by Personally

On the strength of ______

MR. HILLARY D'SOUZA alias HILARIO ALEIXO VALENTINO DE SOUZA alias HILARY A. V. DE SOUZA alias HILARY ALEX VALENTINE DESOUZA VENDOR NO.2

L. H. F. Prints

R. H. F. Prints

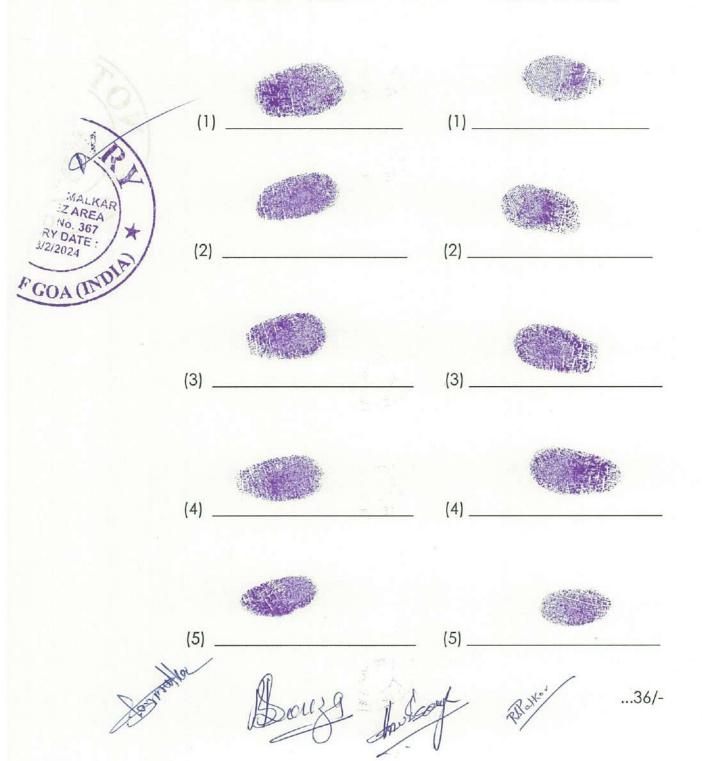


V. BARELETT. O. T. O.

I hereby attest the signature of Shriispht Rahul Patkan Identified by Personally On the strength of

M/S. PATKAR DEVELOPERS Represented by its Proprietor MR. RAHUL SAINATH PATKAR DEVELOPER/BUILDER

L. H. F. Prints R. H. F. Prints



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I hereby attest the signature of
Shri I Smt <u>kavinash</u> <u>Harmalke</u>
Identified by <u>Parsonally</u>
On the strength of

MR. KAVINASH KRISHNA HARMALKAR CONFIRMING PARTY

L. H. F. Prints R. H. F. Prints (1) (1)_ WALKAR AREA 0.367 (2) $(2)_{-}$ (3) _ (3)_ (4) _ (4) ____ (5) _

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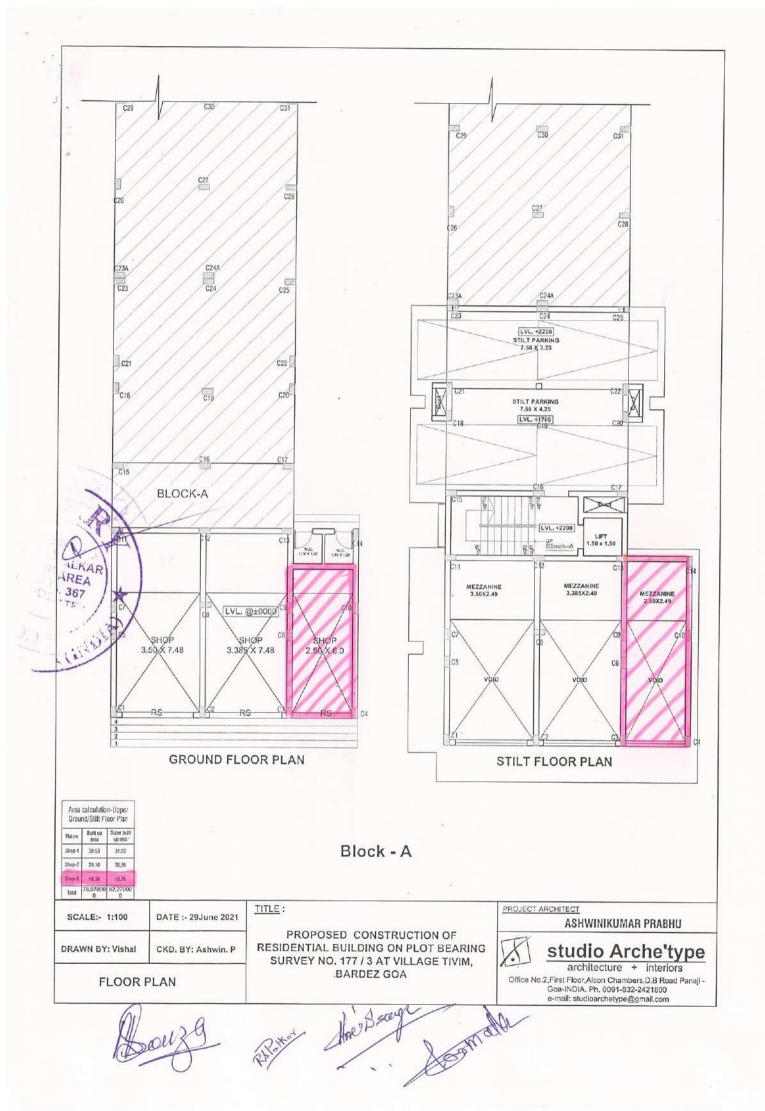


Adv. V.K. Harmalkar

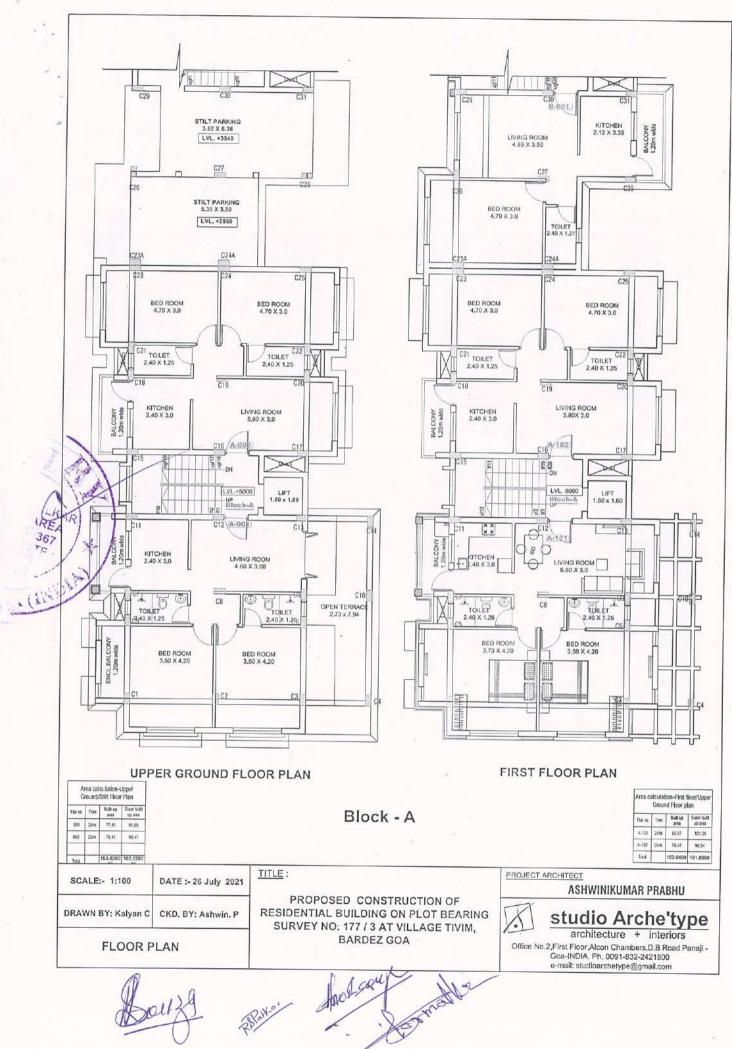
Notary for Mapusa Bardez - Goa

Reg. No. 1059/22 Dated 28/2/2022

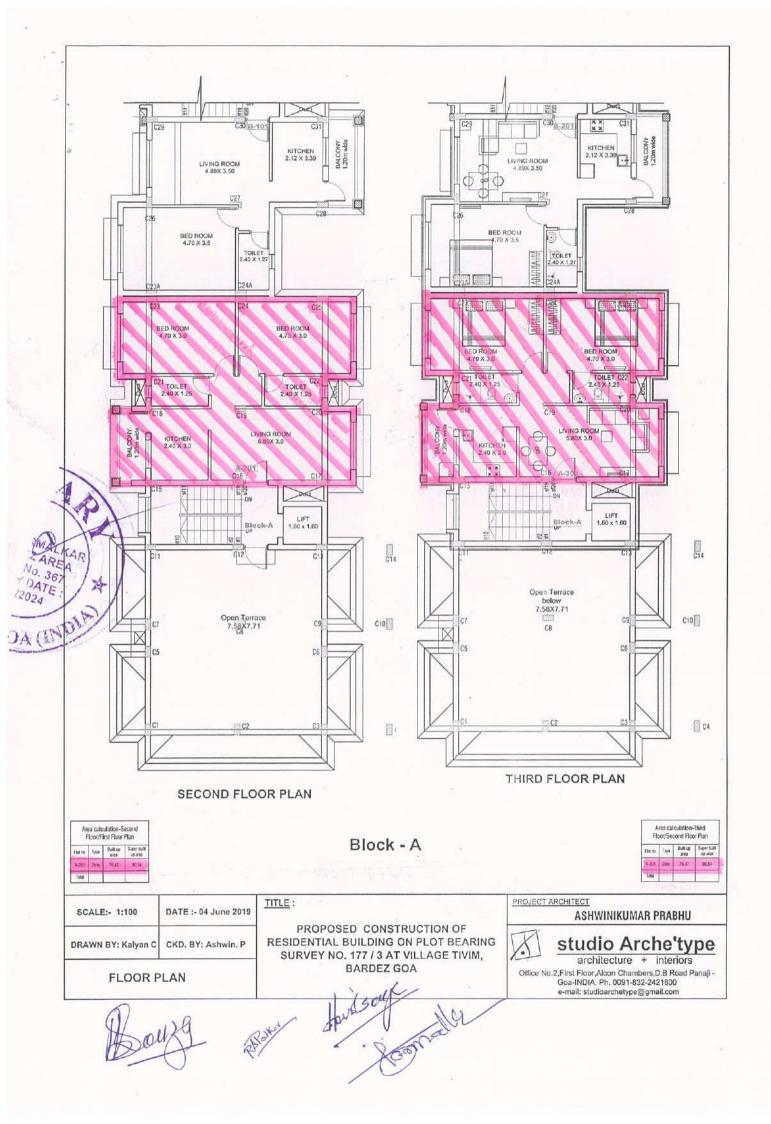




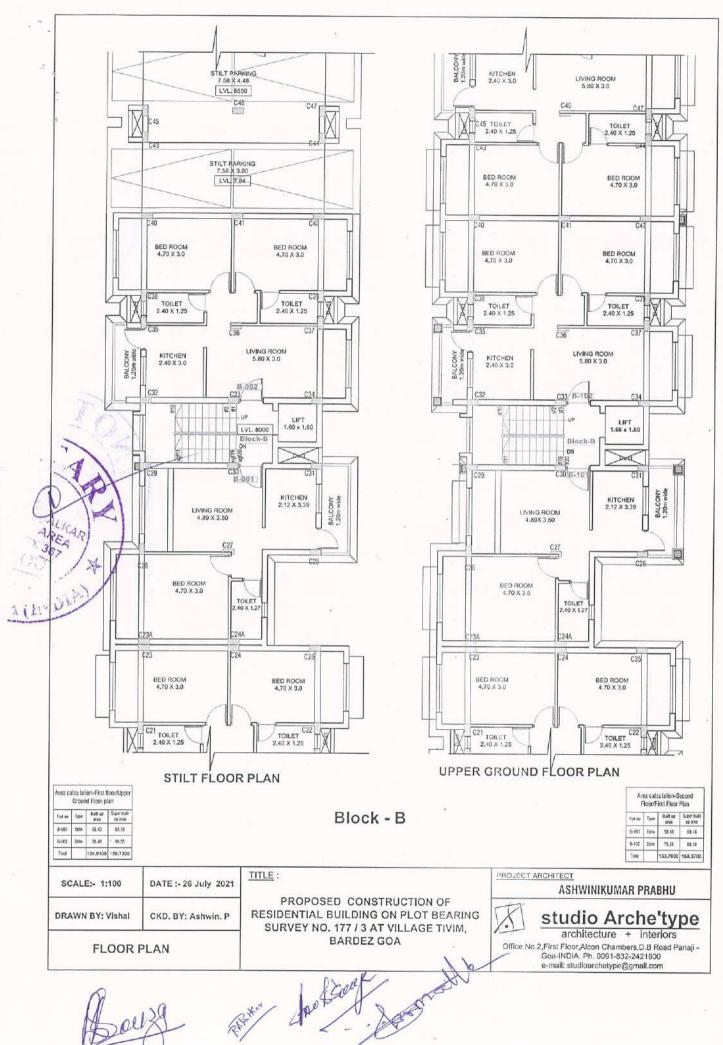
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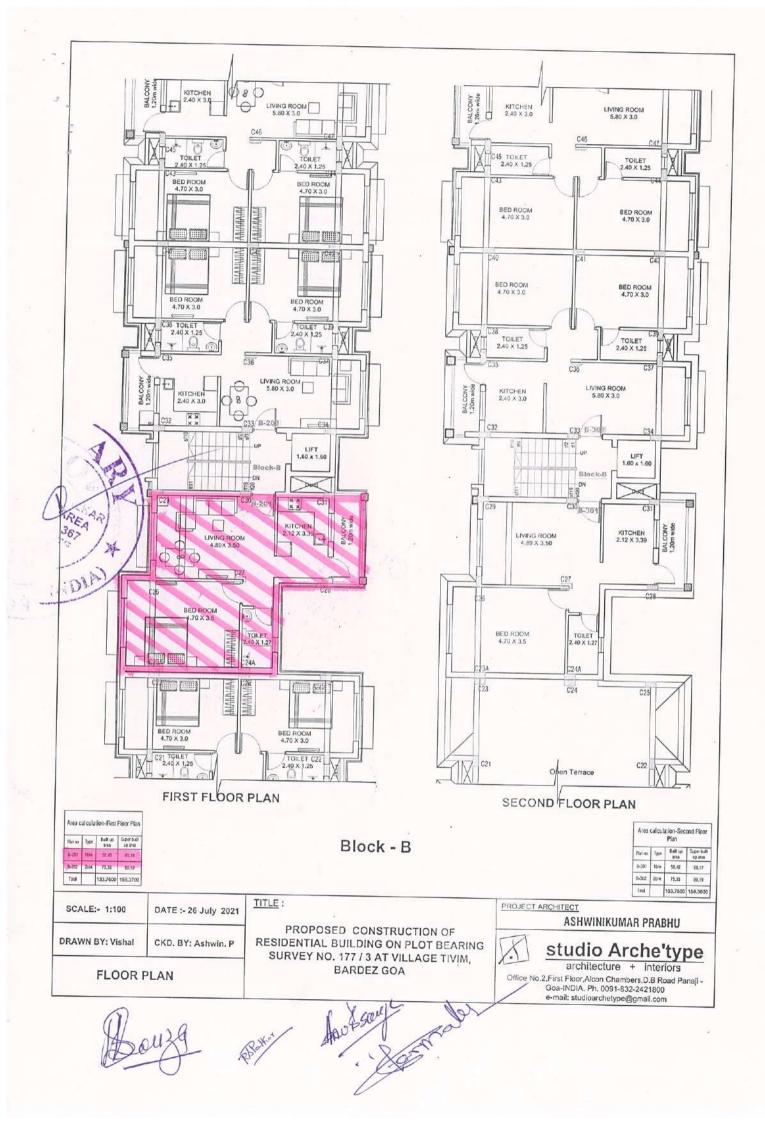
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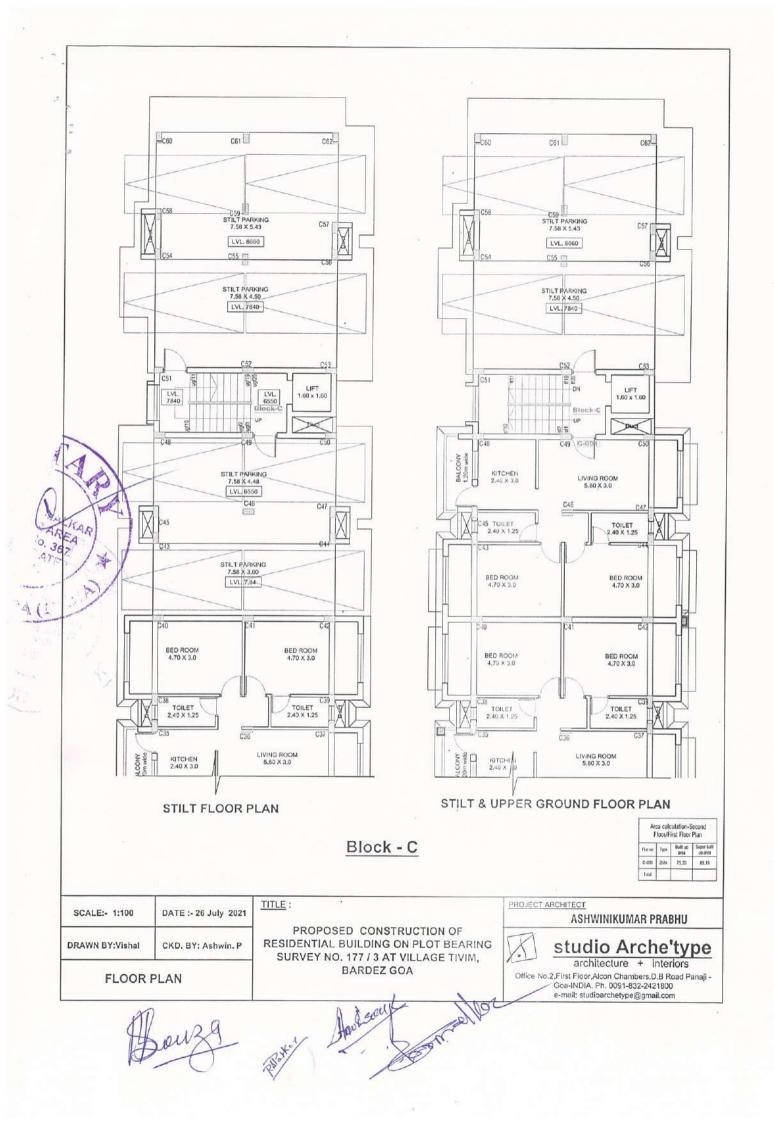
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