



गोवा GOA

Serial No. 689 Place of Vendor, Panaji, Goa 7/1/16
Verified Stamp Vendor Kadhauber Liba Dev
Name of Purchaser _____
Residence _____ Name of Father _____
Purpose _____ Transacting Parties

351774

Sign of Stamp Vendor
Mangal K. Kamapurkar
No. AC/STP/VEN/747/16

Sign of _____



AGREEMENT FOR DEVELOPMENT / SALE

THIS AGREEMENT is made at Panaji, Goa, on this 8th day of the month of January, of the Year Two Thousand and Sixteen (08/01/2016)

P. K. B. M.

P. K. B. M.

BETWEEN

1. **MRS. ZELMA MARIA BRAGANZA**, daughter of Mr. Innocent Xavier Caetano Ferreira alias Mr. Inocente Xavier Caitaninho Ferreira alias Mr. Innocent X. Ferreira alias Mr. Innocent Ferreira alias Mr. Innocent Caetano Ferreira, person of Indian origin having PIO Card No. **P0188706**, aged about 62 years, married, service, having PAN Card No. **BJRPB7212A** and represented herein through her husband and Power of Attorney holder **MR. MARIO PETER BRAGANZA**, son of Mr. Pius Braganza, person of Indian origin having PIO Card No. **P0188314**, aged about 64 years, married, service, having PAN Card No. **BDLPB3927J** and her husband;

2. **MR. MARIO PETER BRAGANZA**, son of Mr. Pius Braganza, person of Indian origin having PIO Card No. **P0188314**, aged about 64 years, married, service, having PAN Card No. **BDLPB3927J**, both residing at Martins Apartments, Block A, Flat G-1, Caranzalem, Panaji, Goa, hereinafter called as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the ONE PART;



AND

M/s. NADKARNI LIBRA DEVELOPERS, having its registered office at C/o. K.V. Nadkarni & Associates, L-45/46, Alfran Plaza, M.G. Road, Panaji, Goa, and represented in this act by its partner, **MR. VIRESH K. NADKARNI**, Indian National, aged 50 years, son of Mr. Kamalanath V. Nadkarni, married, having PAN Card No. **AAXPN6789N**, residing at Kamat Harmony, St. Inez, Panaji- Goa, hereinafter called as the '**DEVELOPERS**' (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and

include its heirs, legal representative, assigns, executors, or any other person or persons legally equitable or otherwise claiming through it) of the **SECOND PART**:

WHEREAS, in Duler Ward of the City of Mapusa, there exists a property known as ZAMBEACHY ADDY alias ZAMBEACHI ADDY bearing Chalta No. 8 of P.T. Sheet No. 42, of City Survey Mapusa, within the jurisdiction of the Mapusa Municipal Council, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, which property is not found described in the Land Registration Office of Bardez, at Mapusa, Goa, but found enrolled in the Taluka Revenue Office of Bardez, under Matriz No 2334 of the third circumscription, hereinafter referred to as the "SAID PROPERTY" and more particularly described in Schedule-I hereunder written and delineated in red colour boundary line in the plan annexed hereto;



AND WHEREAS the said property admeasures an area of 987 square meters approximately and is bounded as under:

ON THE EAST:	By public road;
ON THE WEST:	By the property bearing Chalta No 1-A of P.T. Sheet No. 45;
ON THE NORTH:	By the properties bearing Chalta No.7 and 5 of P.T. Sheet No.45 and;
ON THE SOUTH:	By the property bearing Chalta No.8 of P.T. Sheet No.45

AND WHEREAS vide Deed of Succession, Sale and Discharge dated 18/06/1963 recorded at pages 37 onwards of Book No 639 of notings of

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Assistant of the Notarial of Judicial Division of Bardez namely Mr. Camilo Manuel Antonio Henrique Do Rosario e Souza, Mr. Innocent Xavier Caetano Ferreira alias Inocente Xavier Caitaninho Ferreira alias Innocent X. Ferreira alias Innocent Ferreira alias Innocent Caetano Ferreira (hereinafter referred to as 'Mr. Innocent Xavier Caetano Ferreira') purchased the said property from Rosa Francisca Pinheiro Lobo, Jose Avelino Lobo and his wife Marinha Amelia Fernandes e Lobo.

AND WHEREAS after the purchase of the said property, name of the said Mr. Innocent Xavier Caetano Ferreira was mutated in the survey records pertaining to the said property and the title of the said Mr. Innocent Xavier Caetano Ferreira as the OWNERS of the said property stood confirmed vide Order of the Enquiry Officer, City Survey Mapusa, passed in the File No.2502/1980:



AND WHEREAS by a Deed of Gift dated 11/01/2011 registered in the Office of the Sub-Registrar, Bardez under Registration No.BRZ-BK1-00151-2011 dated 11/01/2011, the said Mr. Innocent Xavier Caetano Ferreira and his wife Mrs. Zina Ferreira gifted the said property to the OWNERS, out of natural love and affection and out of their disposable share.

AND WHEREAS in view of the above, the OWNERS have represented to the DEVELOPERS that they are absolute OWNERS in lawful possession of the said property and are therefore entitled to dispose of the same to any person/s. whomsoever;

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AND WHEREAS the DEVELOPERS has approached the OWNERS with an offer to develop the said property on behalf of the OWNERS in exchange of the OWNERS granting sole and exclusive developmental / selling rights as per schedule to the DEVELOPERS in the flats constructed upon the said property as per the specifications contained in Schedule-II written hereunder:

AND WHEREAS the OWNERS have agreed to entrust the task of undertaking development of the said property in favour of the DEVELOPERS in exchange of the DEVELOPERS constructing and allotting in favour of the OWNERS free of cost, flats as more particularly enumerated in Schedule-III hereunder written:

NOW THIS AGREEMENT WITNESSES AS UNDER:-



The OWNERS do hereby grant, transfer and assign the said property unto the DEVELOPERS and further do hereby transfer the possession of said property in favour of the DEVELOPERS for the purpose of enabling the DEVELOPERS to undertake development work in the said property and to carry out construction therein as per plans duly agreed by the OWNERS and approved by the competent authorities viz: Planning & Development Authority, Village Panchayat, Municipal Council or Corporation, Town & Country Planning Department, Public Works Department, Electricity Department, Health Department, Land Survey, Collector, Deputy Collector, Office of the Mamlatdar, Water Resources Department, Forest Department, Civil Supplies, Post & Telegraph Department, Telephone Department, Directorate of Fire Services etc. Copies of the building / layout plans in respect of the entire development proposed in the said property

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(which shall be subject to the approval of the competent authorities) are annexed to the present Agreement.

2. In consideration of grant of sole and exclusive developmental/selling rights in the said property by the OWNERS in favour of the DEVELOPERS, the DEVELOPERS shall construct and allot in favour of the OWNERS, free of cost flats as more specifically enumerated in Schedule-III written hereunder, in the building/s proposed to be constructed in the said property.
3. The flats agreed to be allotted to the OWNERS shall subject to any changes made on instructions from the competent authorities, be as per the specifications enumerated in SCHEDULE-II and the OWNERS shall be intimated about the same, if any.



It is specifically agreed and understood by and between the parties hereto that the proposed complex shall be named as per the Joint decision of the OWNERS and the DEVELOPERS and in case any Co-operative Housing Society or Maintenance Society or any other Association or legal entity is formed, the same shall be titled with the said name.

5. The DEVELOPERS shall complete the construction of the flats to be allotted to the OWNERS (as per Schedule-III) within a period of 24 months from the date of commencement of work and the date of commencement of work shall be within 6 months from signing this Agreement for Development / sale.

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6. The OWNERS shall have no further claims or demands of whatsoever nature from the DEVELOPERS other than the consideration agreed upon as per SCHEDULE-III written hereunder.
7. The DEVELOPERS shall carry out development in the said property as per the building/layout plans annexed hereto and as per the specifications stipulated in Schedule-II. However, should the DEVELOPERS be desirous of making any modifications or variations in layout/elevations of the building/s including relocation of the open spaces /structures/buildings/gardens and/or varying the location of the access etc., the same shall be done with the written consent of the OWNERS.
8. The DEVELOPERS shall be entitled to enter into Agreements for Sale, Agreements for Sale and Finance, and sell, dispose of or transfer the flats or any other premises constructed in the said property together with the proportionate share in land corresponding the built up area of the same (Except for the flats allotted to the OWNERS) and the OWNERS do hereby accord the consent and no-objection for the aforesaid sale.
9. Similarly, the OWNERS shall not have any objection over the individual flat purchasers of the built-up area constructed in the said property mortgaging their respective tenements for obtaining loans from banks/financial institutions in their own name; provided that the OWNERS shall not incur any liability whatsoever in connection with the said mortgage etc.



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10. The OWNERS do hereby covenant with the DEVELOPERS as under:

- a) The OWNERS are sole OWNERS of and have good right, full power and absolute authority to transfer and assign the said property in favour of the DEVELOPERS in the manner aforesaid and that no other person or entity, besides them, has any right or interest of whatsoever kind in the said property;
- b) There are no mundkars, tenants or persons having any pre-emptive or easementary rights in or over the said property;
- c) That there is no litigation or any legal proceedings pending before any Court, Tribunal or any Quasi-Judicial Authority in respect of the said property and that the said property is also not a subject-matter of any Notice or Notification or proceedings under the Land Acquisition Act or any other Act;
- d) That there is no Attachment Order or Notice from the Central Government or State Government or any other body or Authority constituted under any Act or Statute and similarly there is no Attachment Order, Notice or proceedings under the Income Tax Act or any other Act in respect of the said property;
- e) The OWNERS have not mortgaged or kept as collateral security or created any 'charge' on or over the said property;
- f) That as on the date of execution of this Agreement, there are no statutory or other dues, arrears, outgoings etc. of whatsoever kind, pending in respect of the said property




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11. It is specifically agreed and understood that the DEVELOPERS have entered into this agreement after completing the process of due diligence and verifying that the title of the OWNERS in respect of the said property is clear and marketable. However, should there be any unforeseen encumbrances during the term of the agreement the DEVELOPERS shall intimate the same to the OWNERS in writing and the DEVELOPERS shall be granted a suitable extension of time subject to clearance of the related encumbrances.

12. The OWNERS do hereby agree and covenant that even in case any disputes or differences arise between the OWNERS and the DEVELOPERS, the OWNERS shall not restrain or obstruct the construction, completion and delivery of possession of the flats to the third party purchasers who have booked flats in the said property.



On the completion of the said flats as agreed to be allotted to the OWNERS and which are more specifically mentioned in Schedule-III, and on obtaining Occupancy Certificate from the Mapusa Municipal Council, within a period of three months or earlier from the date of completion of the project, the DEVELOPERS shall give notice to the OWNERS and the OWNERS shall take possession of the same, within a period of 15 days from the date of receipt of the said notice, failing which the OWNERS shall be deemed to have taken possession of the same.

14. In case of delay in completion of the construction of the Flats to be given to the OWNERS due to the unavoidable circumstances beyond the control of the DEVELOPERS such as shortage of building material, war, civil commotion, act of god, notices or orders from the Court or other authorities

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or change in laws or rules applicable or due to any other unforeseen act or happening, the DEVELOPERS shall be entitled to reasonable extension of time as may be mutually agreed for a period of not more than 6 months in total as and when occasion demands. In case of shortage of building materials, notices or order from the Court or other authorities or changes in law or rules applicable or any unforeseen act occurring, the same shall be intimated by the DEVELOPERS to the OWNERS.

15. The OWNERS shall execute a power of attorney in favour of the DEVELOPERS on the date of signing of this Agreement in order to facilitate the DEVELOPERS to enter upon the property, take measurements and to do all acts and things required for its development.



16. In case a Co-operative Housing Society, Maintenance Society or any Association of Flats OWNERS etc. is formed in respect of the said Complex, the OWNERS shall join the said Co-operative Housing Society or Association of Flat OWNERS that may be incorporated and shall observe all rules and regulations adopted by such Society/Association and such maintenance charges shall be borne by the OWNERS after the OWNERS are put in physical possession of the flats in terms of this agreement.

17. The DEVELOPERS shall be entitled to apply for and obtain all required Approvals, Permissions, Licenses, NOCs in the name of the OWNERS and the OWNERS shall sign any or all the documents, papers and applications for the said purpose. All the expenses involved for obtaining the aforesaid Licences, Permissions or Approvals shall be borne by the DEVELOPERS.

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18. On the OWNERS taking over possession of the built up area agreed to be allotted by the DEVELOPERS to the OWNERS, the OWNERS shall have no other claim or demand against the DEVELOPERS in any respect of any item of work which may be alleged not have been carried or completed.
19. On possession of the said built up area being transferred in favour of the OWNERS in terms of Schedule-III, the OWNERS shall be liable to pay all rates/taxes and outgoing in respect of the same.
20. The DEVELOPERS shall be entitled to sell, in whole or in part, any apartment, flat, shop or garage constructed in the said property and shall be entitled to receive payment from the purchasers thereof and the OWNERS shall be bound to execute a Conveyance Deed in respect of the proportionate share in land corresponding the built-up area of each holding provided always that the DEVELOPERS shall not be entitled to create any third party rights in respect of the proportionate share in land corresponding the built-up area more specifically identified in Schedule-III, which the DEVELOPERS are bound to allot the OWNERS and the OWNERS shall at all times be entitled to retain the proportionate share in land corresponding the built-up area of their flats/apartments.
21. The DEVELOPERS shall be entitled to use or consume the entire Floor Area Ratio (FAR) or Floor Space Index (FSI) available in respect of the said property and even to transfer/load the FAR/FSI of some other property on the present development, if permissible. Further, subsequent to the execution of the present Agreement, if any additional FAR/FSI becomes available on or over the said property, then the DEVELOPERS and the OWNERS shall share the additional Area/ FAR proportionally.



22. TIME is essence of the present Agreement.

23. If there is a delay on the part of the DEVELOPERS to handover possession of the allotted flats after a period of 30 months from the date of commencement of work then the DEVELOPERS will have to pay Rs. 1,000 per day per flat for non- delivery of the flats allotted to the OWNERS.

24. Both the parties shall be entitled to specific performance of the terms of the present Agreement.

IN WITNESS WHEREOF both parties herein have made and signed this agreement on the day, month and year hereinabove mentioned, and in the presence of two attesting witnesses who have signed herein below

SCHEDULE - I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT PROPERTY known as ZAMBEACHY ADDY or ZAMBEACHI ADDY situated at Ward Duler, bearing Chalta No.8 of P.T. Sheet No 42 of the City Survey Mapusa, within the jurisdiction of Mapusa Municipal Council, Taluka and Sub-District of Bardez, District of north Goa, State of Goa and not found described in the Land Registration Office of Bardez, at Mapusa, Goa but found enrolled in the Taluka Revenue Office of Bardez under Matriz No.2334 of the third circumscription admeasuring 987 square meters and bounded as follows:



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ON THE EAST:	By public road:
ON THE WEST:	By the property bearing Chalta No 1-A of P T Sheet No. 45;
ON THE NORTH:	By the properties bearing Chalta No.7 and 5 of P T Sheet No.45 and;
ON THE SOUTH:	By the property bearing Chalta No.8 of P.T. Sheet No.45.



SCHEDULE – II

(BUILDING SPECIFICATIONS)

(Fixtures, Fittings and Amenities)

STRUCTURE:

R.C.C. framed structure with 23 cms/20 cms thick Laterite/Cement Block/Full Brick External walls and 11 cms. (4 ½") thick half brick partition walls.

WALL FINISH:

All external surface of the building shall be plastered with double coat sandfaced cement plaster finished with waterproof cement paint.

All internal walls shall be plastered with single coat cement plaster and finished with oil bound distemper paint. All ceilings shall be white-washed.

FLOORING:

The flooring and skirting for the flat shall be of ceramic/Vitrified tiles (Basic rate of Tiles shall be Rs.400/Sq.m)

P. V. Kulkarni

P. S. D. Singh

DOORS & WINDOWS:

The door frames shall be of 4" x 2½" size in Teakwood/Salwood. Main door shutter shall be teakwood panelled with French polish finish. All internal doors shall be of solid core 30mm thick flush/Blockboard doors which shall be oil painted/FRP door shutters. The windows shall be of wooden / Aluminium shutters with 3 mm. transparent/pinned glass.

All the door shutters shall be provided with M.S. anodized hinges and Aluminium fixtures & fittings. The main door shall be provided with a superior quality Night latch.

KITCHEN:

It shall be provided with a cooking platform with black Granite counter top and a stainless steel sink. The wall backing the kitchen platform shall be provided with 60 cm ceramic tile dado.

TOILET BLOCK:

It shall have ceramic tile flooring and a dado with ceramic glazed tiles. Toilet shall be provided with European commode, a wash basin, tap and shower rose. All sanitary ware shall be white in colour.

ELECTRICAL:

Wiring to be in the best quality cables concealed in walls and slabs using copper conductors, with modular switches. Points to be provided are as follows:



(a) Living	2	Light point
	1	Fan Point
	1	5 Amp point
	1	5 Amp T.V point
	1	Telephone point
	1	Bell point
(b) Bedroom	1	Light point
	1	Fan point
	1	5 Amp point
	1	5 Amp point at Bed level
(c) Kitchen	1	Light point
	1	5 Amp Point
	1	15 Amp Point
(d) Toilet	1	Light point
	1	15 Amp Geyser point
(e) Balcony	1	Light point



PLUMBING & DRAINAGE:

All toilets shall have concealed plumbing lines. Rain water drainage shall be in P.V.C. down take Pipes. Plumbing mains and distribution in P.V.C. pipes, drainage to be in stoneware pipes with chambers and traps to be connected to septic tank. To ensure 24 hours water supply, the building shall be provided with a sump with pump and overhead Water tank.

Devi Bhatnagar

P. S. Bhatnagar

SCHEDULE - III

(FLATS TO BE ALLOTTED TO THE OWNERS)

SR. NO.	FLAT NO.	SBUA (SQ. M)	FLOOR	PARKING
1.	103	95.98 SQ. M	Upper Ground	SP 1
2.	201	95.98 SQ. M	First Floor	BP 5
3.	202	95.98 SQ. M	First Floor	BP 2
4.	303	95.98 SQ. M	Second Floor	SP 3
5.	304	95.98 SQ. M	Second Floor	SP 6



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IN WITNESS WHEREOF THE PARTIES HERETO have set their respective hands on the day, month and the year first hereinabove written.

**SIGNED, SEALED AND DELIVERED
BY THE OWNERS**

Peter Braganza

(MR. MARIO PETER BRAGANZA)

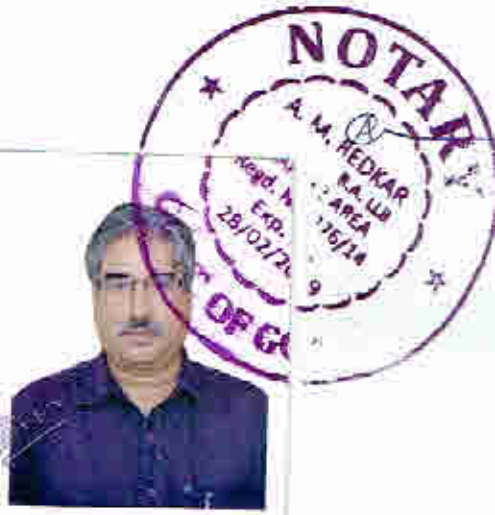
(For Self and Power of Attorney holder for Mrs. Zelma Maria Braganza)



**SIGNED, SEALED AND DELIVERED
BY THE DEVELOPERS**

V. Nadkarni

M/s. NADKARNI LIBRA DEVELOPERS
THROUGH ITS PARTNER
MR. VIRESH K. NADKARNI

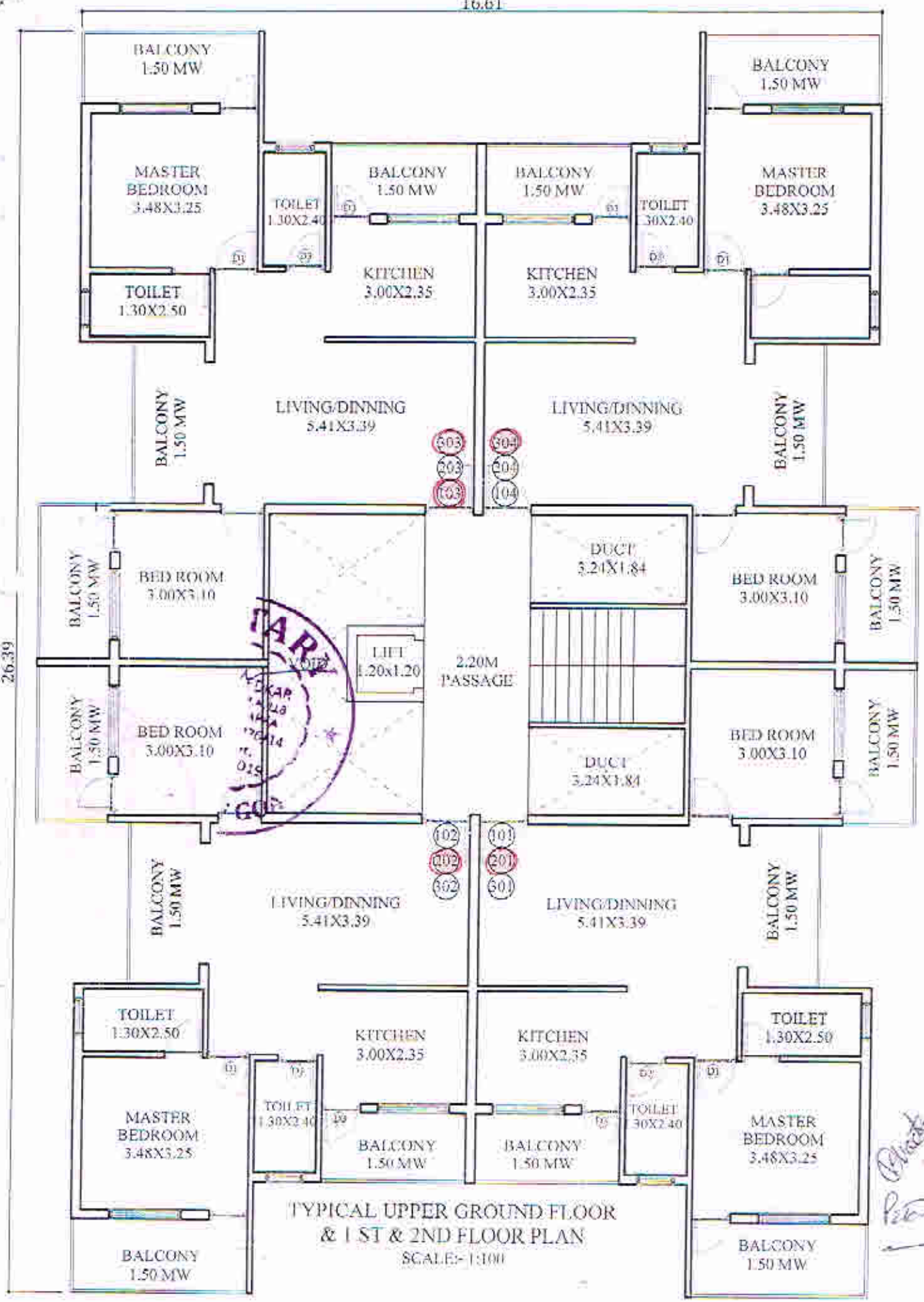


WITNESSES:-

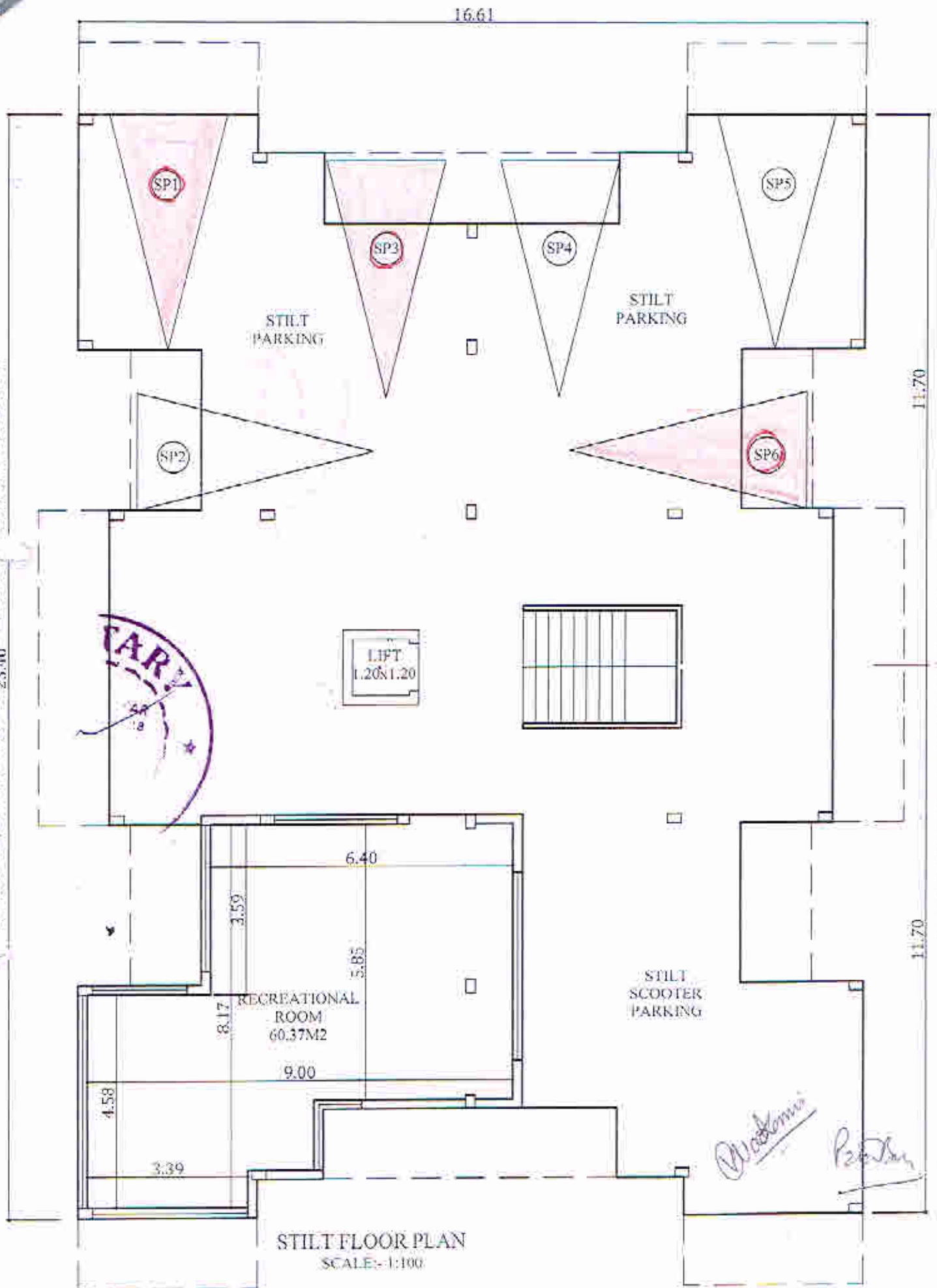
1. *Gaurish Nadkarni*
(GAURISH NADKARNI)

2. *Peter Braganza*
Peter Braganza

16.61

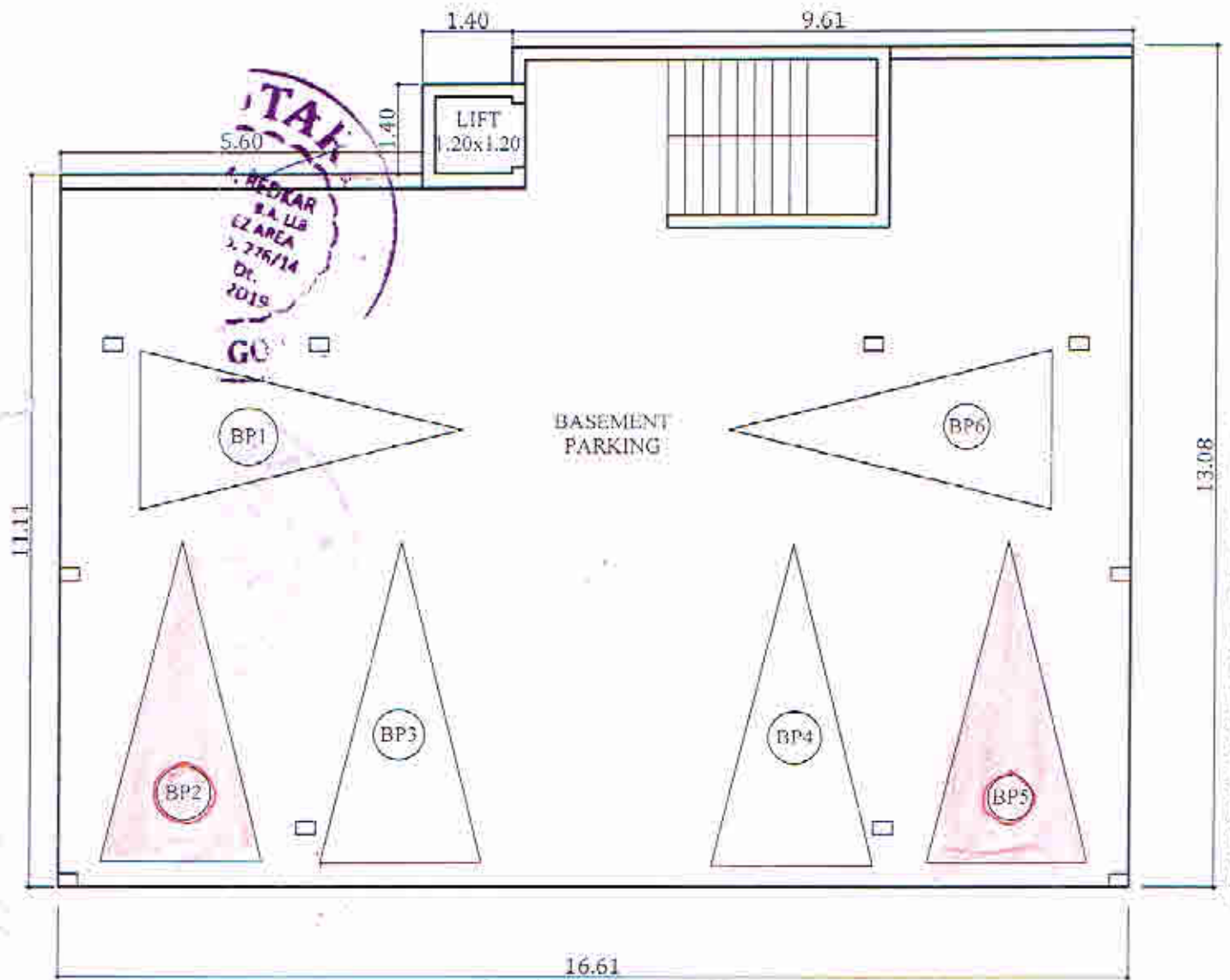


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BASEMENT PLAN
SCALE:- 1:100

Pharm...
P...



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



Plan Showing plots situated at

CITY : MAPUSA

Taluka : BARDEZ

P.T. SHEET No. 42 / CHALTA No. 8

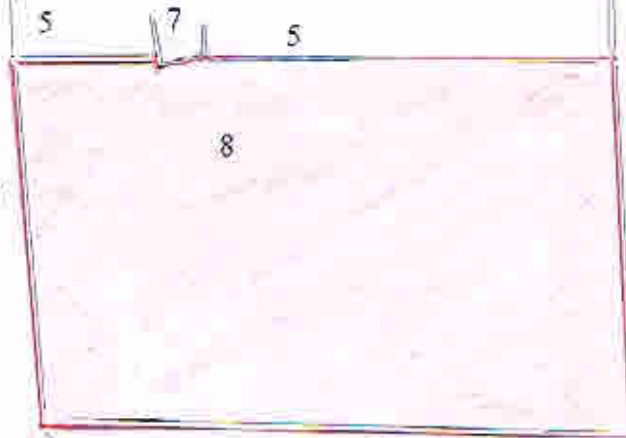
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9/10/15
(ANAND V. VAIGANKAR)
Inspector of Survey &
Land Records



1-A/45



Generated By : Swapnil B. Bhonsle (D' Man Gr II)

On : 08-10-2015

2/10/15

Compared By: Nitin M. Pikulkar (F. S.)

Identified owners
vide their Pan card
nos : BJKPB72124
and BDLPB39275
both issued by
Govt. of India &
Developers through
its partner vide
his Pan card no. AAXPN6789N
also issued by Govt. of India.

12/01/2016



Executed Before Me
Mapusa on 02/01/2016
A. M. Redkar
A. M. REDKAR
B.A. LLB
NOTARY
BARDEZ TALUKA

Reg. no. 12/2016