

गोवा GOA

Signature of Purchaser

[Handwritten Signature]

Lic No. JUD/VEN-LIC/2019/AC-I
 Vidyanagar, Margao, Goa
 LSH-14, Krishna Plaza, Old College
 M/s Diya Advertising
 Stamp Vendor Signature

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A 085542

attached along with

Additional stamp paper for the completion of the value are

As there is no one third party for the value of Rs. 100/-

Purpose: Manufacturing Pages

Residence Margao of Father G. Rato

Name of Purchaser Balchandra G. Rato

Value of Stamp Paper 100/-

Serial No. 2183
 Place of Vend MARGAO Date: 18/9/19



AGREEMENT FOR DEVELOPMENT,
SALE AND EXCHANGE

This Agreement for Development, Sale and Exchange is made and executed at MARGAO GOA on this 23rd day of September of the Year Two Thousand and Nineteen (23.09.2019) BY and BETWEEN:-

...2/-

[Handwritten Initials]



1. Mr. **ANTHONY RODRIGUES**, son of late Mr. Alex Devtadio Rodrigues, aged 67 years, Business, Widower, Landlord resident of Flat No. S-2, Bethel, Near Durga Petrol Pump, Fatorda Margao Goa;
2. Mr. **LYNO ROSS ANTHONY RODRIGUES**, son of Mr. Anthony Rodrigues, aged 38 years, service, and his wife;
3. Mrs. **RICHIE FERNANDES**, daughter of Mr. Lino Antonio, aged 36 years, service, both residents of Flat No. S-2, Bethel, Near Durga Petrol Pump, Fatorda Margao Goa;
4. Mr. **WYNO JULIO ANTHONY RODRIGUES**, son of Mr. Anthony Rodrigues, aged 36 years, service, married, and his wife;
5. Mrs. **CHERRYL ANN J. D'SOUZA**, daughter of Mr. John D'souza, aged 35 years, service, both residents of S-2, Bethel, Near Durga Petrol Pump, Fatorda Margao Goa;
6. Mr. **EGNO RODRIGUES** alias **EGNO DAVID ANTHONY RODRIGUES**, son of Mr. Anthony Rodrigues, married, 37 years of age, Service; and his wife;
7. Mrs. **CRYSTAL FERNANDES e RODRIGUES** alias **CRYSTAL EGNO RODRIGUES**, daughter of Mr. Sebastian Fernandes, 38 years of age, service, both residents of S-2, Bethel, Near Durga Petrol Pump, Fatorda Margao Goa; hereinafter referred to as the 'LAND OWNERS' (which expressions shall unless to be repugnant to the context or meaning thereto, mean and include their heir, successors-in-interest, executors, administrators and assigns) of the **FIRST PART.**



- 3 -

AND

1. M/S **EDIVEN CONSTRUCTION AND REAL ESTATE PRIVATE LIMITED**, a company incorporated under the provision of Companies Act., 1956 having its registered office at, Shop No. 1, Gogol Classic, Near Chowgule College, Gogol Margao Goa; 403601; through its Director **Mr. Dattatraya Gurunath Rege, son of late Mr. Gurunath Rege**, aged 57 years, married, Business, resident of Near Civil and Criminal Court, Quepem Goa; hereinafter called and referred to as the "**BUILDER/DEVELOPER**" (which expressions shall unless to be repugnant to the context or meaning thereto, mean and include their heirs, successors-in-office, executors, administrators and assigns) or the **SECOND PART**.

AND

2. **Mr. DATTATRAYA GURUNATH REGE**, son of late Mr. Gurunath Rege, aged 57 years, married, Business, resident of Near Civil and Criminal Court, Quepem Goa; hereinafter called and referred to as the "**CONSENTING PARTY**" (which expressions shall unless to be repugnant to the context or meaning thereto, mean and include his heirs, successors-in-office, executors, administrators and assigns) or the **THIRD PART**.

WHEREAS, the LAND OWNERS in this Agreement are owners in exclusive possession and enjoyment of a landed property denominated as Plot No. 16 admeasuring an area of 668.00 sq.mtrs. forming part of the bigger property known as 'COLMORODA' also known as 'ROQUE MORODA' situated at Colmorod Navelim Salcete Goa; within the jurisdiction of

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Margao Municipal Council, Taluka and Registration Sub District of Salcete, District of South Goa, State of Goa; Surveyed under Chalta No. 45 P.T.Sheet No. 293 in the City Survey Records of Margao, having purchased the same vide Deed of Sale dated 16.04.2012 which is duly registered in the Office of the Sub Registrar Salcete, Margao Goa under Reg. No. MGO-BK1-02274-2012; hereinafter for the sake of brevity is referred to as the SAID PROPERTY.

AND WHEREAS, vide Agreement for Development and Sale dated 22.01.2015 which is duly notarized before Notary G. K. Hegde Desai, Notary, South Goa; and registered in his books under Reg. No.180/2015 dated 22.01.2015, the LAND OWNERS had given the 'SAID PROPERTY' to the CONSENTING PARTY for development and sale.

AND WHEREAS, the CONSENTING PARTY has now formed a Company to look into the development and construction work of the building projects undertaken by the CONSENTING PARTY.

AND WHEREAS, the present work being one of such projects undertaken by the CONSENTING PARTY for development purpose, the CONSENTING PARTY is now desirous to get the BUILDER/DEVELOPER to carry on the construction work of the building project on the SAID PROPERTY.



(A) Except for the Agreement for Development and Sale dated 22.01.2015 entered with the CONSENTING PARTY, it is further represented and declared by the Land Owner that:-

...5/-

(i) That the said property is under their exclusive possession with absolute right, title and Interest, free from all encumbrances to transfer land convey the whole or part of the said Property, having a fully marketable title thereby.

(ii) That the LAND OWNERS have not created any encumbrances on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave land license permission, rent, possession, charges inheritance or any other encumbrances whatsoever.

(iii) That the Said Property or any part or parts thereof is/are not the subject matter of any notification or proceedings under the Land Acquisition Act or under compulsory acquisition of any lands, and the same is/are not the subject matter of any Agreement or understanding with any other party.

(iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notice, petitions, or adjudication orders affecting the said property or any part thereof.

(v) That the LAND OWNERS have not entered in the past in any agreement for sale or development of the said property or any part thereof nor have made any arrangement with anyone whatsoever regarding the said property or any part thereof.

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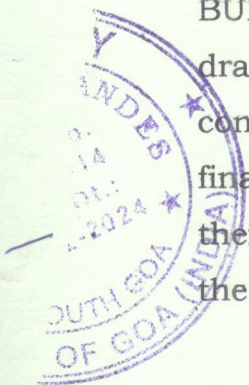


said property and irrevocably grant to the BUILDER/DEVELOPER, who hereby accepts from the LAND OWNERS the exclusive right, possession and license to develop the said property fully described in the Schedule-I hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

(2) That the entire area of land given in Schedule-I of this agreement shall be handed over to the BUILDER/DEVELOPER for construction of a multistoried residential/commercial building complex and the entire cost to be incurred for construction of the same shall be borne by the BUILDER/DEVELOPER. The BUILLLDER/DEVELOPER will construct the proposed building as per the sanctioned building plan of the MMC/SGPDA/Competent Authority and shall strictly follow the RERA regulations.

(3) That the BUILDER/DEVELOPER will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before court of law for the same. The LAND OWNERS will not be responsible for the same in any way.

(4) That the entire multistoried building shall be constructed by the BUILDER/DEVELOPER and the entire cost to be incurred for construction shall be borne by the BUILDER/DEVELOPER including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the LAND OWNERS and other inmates of the building.



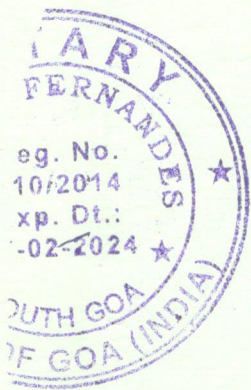
 

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(5) The name of the proposed multistoried residential BUILDING COMPLEX shall be "GATTUS ARK" and the same is mutually agreed by both the parties.

(6) That the BUILDER/DEVELOPER agreed to hand over TWO FLATS (2BHK) denominated as Flat Nos. 201(Second Flat) and 301 (Third Floor) each admeasuring 120.00 sq.mtrs. each (super built up area) and parking spaces being numbered P-1 and P-2 to the LAND OWNER in consideration of the cost of land together with equivalent undivided share with all right, title and interest in the said building for the use and occupation of the LAND OWNERS as absolute Owners thereof with all right and absolute title and possession over the same with an exclusive right to transfer, convey, sell grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. That the developer will first hand over possession of the constructed owner's area to the owner with all amenities. The other TWO FLATS which was agreed to be given to the LAND OWNER by the CONSENTING PARTY vide Agreement for Development and Sale dated 22.01.2015 shall be adjusted towards the cost of construction of the Flats being Flat Nos. 201 (Second Floor) and 301 (Third Floor) agreed to be allocated to the LAND OWNER by the BUILDER/DEVELOOPER in exchange for the Said Property. Except for Flat Nos.201 and 301 and the parking spaces number P-1 and P-2, the Land/Owner is not entitled for any other spaces/Flats/Shops in the said building complex.

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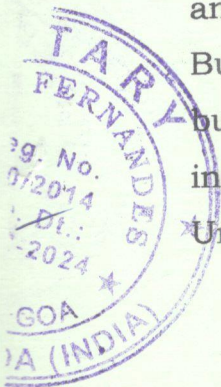
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(7) In case of the super built up area to be allocated to the Land Owners is not covered in the form of the Flats taken, the BUILDER/DEVELOPER will have to pay the equivalent market price to the LAND OWNERS for the difference in the area.

(8) That similarly, the BUILDER/DEVELOPER will retain the remaining Flats and car parking spaces in consideration of cost of construction with an absolute, right, title and interest and may transfer, convey, sell, grant lease of otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. Both the LAND OWNERS and the BUILDER/DEVELOPER will have absolute right, title and interest over their respective shares of super built-up area.

(9) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the MMC/Competent Authority building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the BUILDER/DEVELOPER and the BUILDER/DEVELOPER may alter such changes at its own risk and expenses. If any further construction will be made then the same shall belong to the BUILDER/DEVELOPER and the LAND OWNER shall have no rights towards the same. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Builder/Developer and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his/her/their Units or building and demand share in the land.

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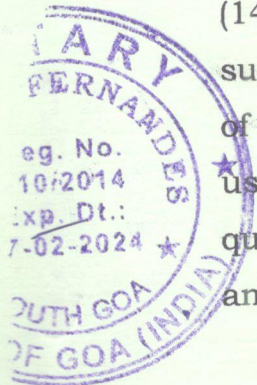
(10) That the certificate of the architect employed by the BUILDER/DEVELOPER regarding measurement of the super built-up area, and common service area will be final and binding on both the parties.

(11) The LAND OWNERS shall, after the execution of this agreement allow every facility to the BUILDER/DEVELOPER, their staff, Engineers, Architects, workers etc. to enter upon the 'said property' to enable the Builder/Developer to carry out various development works as stipulated in this agreement.

(12) That the BUILDER/DEVELOPER will develop and construct the proposed building with all amenities therein on and give peaceful vacant possession of the Land Owner's area to the Owners within three years from the date of sanction of the building plan, with further grace period of six months.

(13) That the BUILDER/DEVELOPER shall develop the 'said property' themselves or through any agency, company etc. of their choice at their own cost and will be responsible for the development of the said land, but the Land Owners will have the right to inspect the development and construction of the said multistoried building. The developer will use the standard materials for the construction of the Building premise.

(14) That the LAND OWNERS is entitled to verify and supervise the quality of materials to be used for construction of the building. If the LAND OWNERS find that the materials used for construction is not up to the marks and not of good quality then he should intimate the same to the DEVELOPER and suggest to use better quality materials.



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(15) The Land Owners shall at no time demand further sum of premium or any interest in any dealing regarding sale of Developer's area and the Land Owners shall, if necessary execute all such deeds and documents as may be required by the developer in this regard.

(16) From the date of delivery of possession of LAND OWNER'S area to the Owners or its allottees, the Builder/Developer and /or its allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act, deed, matter done by the Land Owners in this regard.

(17) The Land Owners hereby undertake not to sell, dispose of, alienate, charge, encumber, sublease or otherwise transfer the said land and/or property or any part thereof and further undertakes not to do any act (s), deed (s) matter (s) or thing (s) as shall be in breach of terms of this Development Agreement save and except putting the said BUILDDER/DEVELOPER thereon for the purpose of development pursuant to this development agreement. The LAND OWNERS shall at no point of time after the commencement of development activities of the said property as per the agreement try to dispossess the said developer directly or indirectly from the said property.

(18) Except for the Flats and Parking Spaces reserved for the LAND OWNER, the BUILDER/DEVELOPER shall be entitled to enter into Deed of Sale, agreement for sale, or otherwise allot FLATS/SHOPS/PARKING SPACES, etc. in the Builder/Developer's area in the said building without further intervention of the Land Owners.



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(19) Similarly the LAND OWNERS shall be fully entitled to enter into agreements for sale or otherwise allot FLATS/PARKING SPACES which are agreed to be allocated to the Land Owner.

(20) After the Registration of this Development Agreement, the Land Owner and BUILDER/DEVELOPER shall be entitled to sell or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.

(21) That after the completion of the construction of the building project, DEVELOPER/BUILDER/LANDOWNER shall be absolute owners of their respective shares and they will be entitled to sell/transfer as per Provisions of Transfer of Property Act prevalent in the State of Goa.

(22) The CONSENTING PARTY do hereby give No Objection for the execution of the present Agreement for Development, Sale and Exchange.

THE BUILDDER/DEVELOPER FURTHER UNDERTAKES:-

(A) That they will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the Land Owner's right, title and interest over the 'said property' may in any manner be adversely affected until the BUILDER/DEVELOPER has given delivery of possession of the Flats/Parking Spaces reserved for the Land Owner to the Land Owner.

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(B) To indemnify the LAND OWNERS and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan or invitees or other person whether in the employment of the developer or not while in or upon the 'said property' and during the period of construction of the said building thereon.

(C) The Land Owners will deliver to the BUILDER/DEVELOPER and/or its duly authorized representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the Land Owner's title thereto and the Land Owners agree to co-operate with the developer in such examination of the Land Owner's title and to answer and/or comply with all reasonable requisitions that may be made by the developer and/or its representative in this regard to establish a marketable title to the said property.

(D) The BUILDER/DEVELOPER shall be entitled to retain only photocopies/Certified copies of the original documents pertaining to the 'said property' including title deeds etc. however, the original documents will be produced by the LAND OWNERS for inspection and photocopies will be given whenever required by the BUILDER DEVELOPER. However finally all the original documents shall be handed over to the Owner's society/association of Owners/allottees of FLATS/SHOPS/PARKING SPACES.

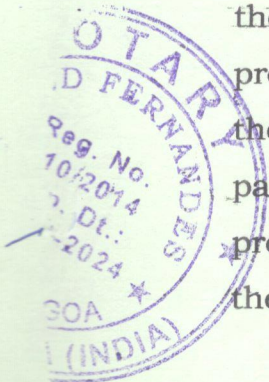
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(E) The BUILDER/DEVELOPER may form as it deems proper, a Co-operative housing society/association of persons, and body corporate etc. for maintenance of common services of the building. And in due course, the Flat/Shop Owners and their nominee(s) shall become members of such an organization formed by the developer and the unit Owners, their nominees, respective agents, servants, licenses, tenant etc. shall be bounded to abide by the rule and regulation as be formed by the developer or the organization from time to time and they shall be bound to contribute towards the costs of formation of such organization as well as to pay the regular maintenance charges as may be fixed and revised from time to time by the developer for the maintenance and management of the entire building complex.

(F) The common area shall jointly be owned by all the Flat/Shop Owners of the Said Building with equal entitlements to use all common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all, for such utilization. No unit Owners/s of any part of the said building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.

(G) The Land Owners agree that if any levy is imposed by MMC or any other public body or bodies or the government for the development/ betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the FLAT OWNERS (or its allottees) jointly in the same proportion as their respective shares of super built-up area in the said building.



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(H) The Owners agree that in case any fine or penalty/fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built-up area of change within the bye-laws then the same shall be borne and paid by the DEVELOPERS.

(I) That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchasers(s) /transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.

(J) That the Owners agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or contained in the schedule-I property or claiming his/their right title or interest though the Owners(s) relating to the right, title and interest regarding the Schedule-I property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Land Owner's and the Land Owners shall keep the Builder/Developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed in time.

(K) That the BUILDER/DEVELOPER shall be entitled for a fixed return to be calculated at the rate of 20% of the money invested by the BUILDER/DEVELOPER in the project. The balance amount of the profit earned on the project shall be retained by the CONSENTING PARTY towards the development and manual efforts put by the CONSENTING PARTY in getting the project work completed.



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(I) That in case of any dispute or differences between the parties arising out of relating to this development agreement, the same shall be settled by reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties and such arbitration shall be conducted under the provisions of the arbitration & conciliation Act.

(M) That only courts of Margao City shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

DETAILS OF THE PROPERTY:

SCHEDULE- I

ALL THAT PLOT OF LAND denominated as Plot No. 16 admeasuring an area of 668.00 sq.mtrs. forming part of the bigger property known as 'COLMORODA' also known as 'ROQUEMORODA' situated at Colmorod Navelim Salcete Goa; within the jurisdiction of Margao Municipal Council, Taluka and Registration Sub District of Salcete, District of South Goa, State of Goa; Surveyed under Chalta No. 45 P.T. Sheet No. 293 in the City Survey Records of Margao and bounded as follows:-

NORTH:- By Open Space;

SOUTH:- By Plot No. 17 & 15 Surveyed under Chalta No. 45 P.T.Sheet No. 293;

EAST:- By Plot No. 16;

WEST:- By 6.00 metres wide road.

IN WITNESS WHEREOF, the parties hereto have set and their subscribed their respective hands to this Agreement for Development, Sale and Exchange with their free will and sound mind on the day, month and the year first above mentioned.

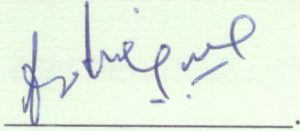
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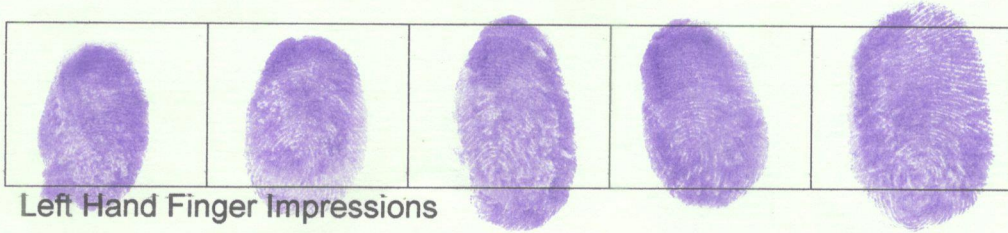
Signed and Delivered by the within named
LANDOWNERS:-



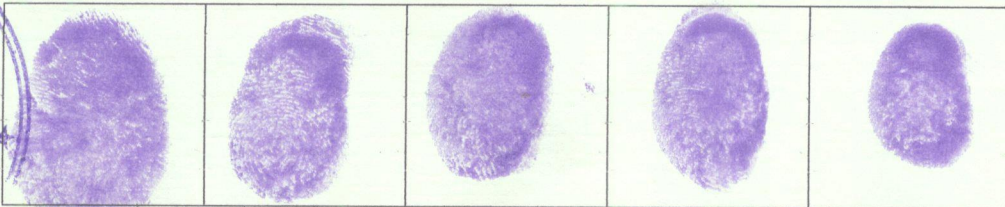


Mr. ANTHONY RODRIGUES
(For Self and As Attorney for

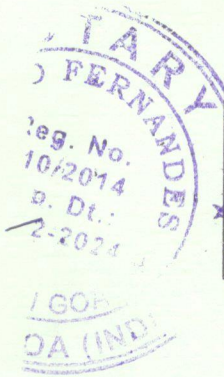
For (1) Mr. **LYNO ROSS ANTHONY RODRIGUES** (2) Mrs.
RICHIE FERNANDES (3) Mr. **WYNO JULIO ANTHONY**
RODRIGUES (4) Mrs. **CHERRYL ANN J. D'SOUZA** (5) Mr.
EGNO RODRIGUES alias **EGNO DAVID ANTHONY**
RODRIGUES and (6) Mrs. **CRYSTAL FERNANDES e**
RODRIGUES).



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Right Hand Finger Impressions



...18/-





Signed and Delivered by the within named
BUILDER/DEVELOPER



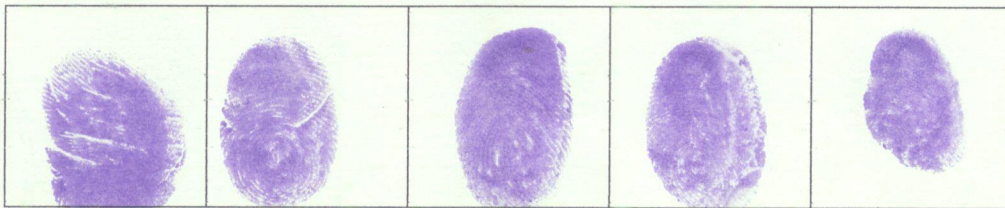
Shri. **DATTATRAYA GURUNATH REGE**

Managing Director of **M/S EDIVEN CONSTRUCTION AND
REAL ESTATE PRIVATE LIMITED**

RODRIGUES).



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Signed and Delivered by the within named

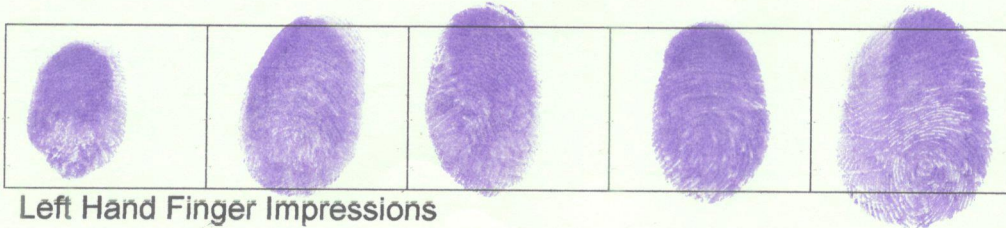
CONSENTING PARTY:-



Shri. **DATTATRAYA GURUNATH REGE**



RODRIGUES).



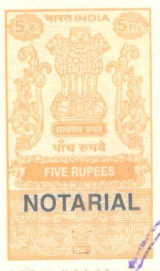
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Witnesses:





EXECUTED BEFORE ME
WHICH I ATTEST

ALFRED FERNANDES
NOTARY
SOUTH-GOA
STATE OF GOA (INDIA)

Reg. No. 2382/19
Date: 24/09/19



Witness: