



गोवा GOA

484578

Serial No. 484 Place of Vendor, Panaji 3/5/18
Value of Stamp Paper 1000/-
Name of Purchaser Mrs. A.V. Sene
Residence Telivale Name of Father Sene
Purpose Agreement Transacting Parties: [Signature]
Sign of Stamp Vendor [Signature]
Mangala N. Karapurkar
License No AC/STP/NE/747/99



-1-

AGREEMENT FOR CONSTRUCTION AND SALE

THIS **AGREEMENT FOR CONSTRUCTION AND SALE** is executed at Panjim, Tiswadi Goa, on this 2nd day of the month of June, of the year 2018;

[Signature] [Signature]

BETWEEN

1. MR. RAMAKANT SUBRAO SHETTY, age 45 years, S/o Subrao ShriramShetye, Businessman, married, Indian National, Holding PAN Card No. AJEPS5523R, AADHAR Card No. 54429596949, Mobile No.9370757879, and his wife;

2. MRS. SUPRIYA RAMAKANT SHETTY, Age 44 years, D/o Avinash Narayan Pai Raiturkar, Married, Holding PAN Card No. AJQPS4668H, AADHAR Card. 232728295324, Both residing at H.No.9, "Shriram Smruti", Sastiwada, Borden, Bicholim- Goa, hereinafter referred to as the **"VENDOR/ FIRST PARTY"**, (which expression shall unless it be repugnant to meaning or context be deemed to include their executors, Successors, Administrators, representatives and assigns) of the **ONE PART.**

AND

M/S. BENNET AND BERNARD CUSTOM HOMES PRIVATELIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Mathias House, 1st floor, Campal, Panaji-Goa 403 001, **(PAN:AAFCEB6683E)**, represented herein by its DIRECTOR, **MR. LINCOLN BENNET RODRIGUES**, age 36 years, Bachelor, businessman, holding Pan Card bearing No. AIWPR1880K, having Aadhar card bearing No. 265888534911, residing at Villa Bel Air, Quellossim, Cortalim, 403 7100, Email Id; Lincoln@bennetandbernard.com, Mobile No. 9850202641, hereinafter referred to as the **"PURCHASER/ SECOND PARTY"**, (Which expression shall unless it be repugnant to the meaning or context be deemed to include its executors, Successors, Administrators, representatives and assigns) of the **SECOND PART.**

WHEREAS MR. RAMAKANT SUBRAO SHETTY holds POA for his wife **MRS. SUPRIYA RAMAKANT SHETTY**, and is authorized to represent her and sign on her behalf.



WHEREAS the **First Party** have ownership and possession of an immovable property bearing Survey No. 120/1-E, known as "**BHATY**" admeasuring an area of 3,562 Sq Mt. in the Village Known as Oxel, in Taluka Bardez, And have the intention to Sell the hereunder mentioned property referred to as the "**SAID PROPERTY**", detailed description hereunder mentioned in **SCHEDULE I.**

WHEREAS First Party is the Owner in possession of the Said Property and its name is duly recorded in the Survey Record of the Said Property, and enjoyed the same without any interference, interruption, objection, obstruction, opposition, or hindrance, from anybody whomsoever, until this date and therefore is fully entitled to deal with the Said Property and to dispose off, in the manner they that may wish



WHEREAS the Second party have expressed their intention of purchasing the "**SAID PROPERTY**" and Developing it in all respect including construction of high end Villas and Apartments, road, garden, parking, compound wall, ways, electricity connection, water connection, lift provision, swimming Pool, water bodies, sewage plant, occupancy certificate etc. which shall hereinafter refer to as the "**Total Development**" of the said property for the sake of convenience.

WHEREAS the Second Party has represented and assured to the first party, that he is engaged in the business of constructing, improving, decorating, developing, furnishing, maintaining and altering, residential commercial and industrial plots and Property and other structures, works and conveniences of all kinds on lands or immovable Property acquired by them and to further lease, sell, deal in or otherwise dispose of the same and have the necessary experience and expertise in that field, wherein the Company has the necessary infrastructure and capabilities for construction and completion of the project and Selling the Said Villas and Apartments in the project and have therefore agreed to enter into this Agreement

WHEREAS the Second Party is entering into this agreement after having fully understood, acquainted and is satisfied with the title of the said land, pricing etc. and full knowledge of the rules, regulations, notifications, guidelines, applicable law, and his rights, duties, obligation etc.

AND WHEREAS based on the representations made by the First party it has been agreed by and between the parties hereto that they shall transfer to the Second party the Said Property for a total consideration of **Rs. 5,00,00,000/- (Rs Five Crore Only)**, being the market value free from encumbrances, charges and liens whatsoever.

NOW THEREFORE THIS AGREEMENT FOR DEVELOPMENT AND SALE WITNESSETH AS FOLLOWS:-



1). That Second Party shall under normal conditions, shall immediately upon signing of this agreement commence, construct and complete the development of the said property including the construction of the said Villas and Apartments proposed to be constructed in the Said Property, so as to complete the total development of the said Property in all respects including construction of high end Villas, Apartments, road, garden, parking, compound wall, ways, electricity connection, water connection, Provision for lifts, swimming Pool, water bodies, sewage plant, occupancy certificate etc.

2). In terms of the agreement the First Party has permitted the Second Party to enter into the said property in order to commence with the development of the said property as licensee to commence construction of buildings on the said land in accordance with the plans approved and/or sanctioned by the competent authorities and further to obtain any other permissions, approvals or licenses that may be required to be obtained from the concerned authorities, on his behalf and take such steps as may be necessary or expedient and incidental to carry out the development of the said land at the

A handwritten signature in blue ink, appearing to be 'R. M.' or similar.

A handwritten signature in blue ink, possibly 'S. P. H.' or similar.

costs, expenses of the Second Party. For the said purpose, the Second Party shall be entitled to appoint Architects, Engineers, Surveyors, laborers and other personnel and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at their own costs and expenses and the First Party has agreed to sign and execute Power of Attorney, necessary application, forms documents in order to obtain any NOC, Permissions, revised approvals, Licenses, application to be submitted before the concerned approving authorities in order to carry out the construction in the said property in terms of the present agreement.

3). Its is Specifically agreed upon by the parties herein that by the present agreement the first party have agreed to Sell the property for the total consideration of **Rs. 5,00,00,000/- (Rs. Five Crore Only)**, agreed upon between them;



4). The Second Party shall be entitled to assign, alienate or transfer any rights, including rights to carry out construction permitted herein to any third party and, shall have the right to represent public in general that they are entitled to sell or assign rights in the said property or in the project.

5). Upon completion of all payments of the total consideration amount, within 1 month the First Party shall execute and register the necessary Sale Deed with the Second party for the SAID PROPERTY at the expense of the second party which will include drafting charges, stamp duty, registration charges etc at the exclusive option of the PURCHASER.

6). The First Party Shall, Upon Signing this Agreement, Execute an Irrevocable Power of Attorney in favor of the Second Party, For the Development, construction and to enter into Sales of the Undivided share of the Project, with any third parties.

7). The First Party shall render all assistance, co-operation and sign and execute or cause to be signed and executed all

Irrevocable, Power of Attorney, Agreements for Sale, Agreement for Construction Cum Sale, Sale Deed etc; including applications, plans, authorities and other writings as may be necessary or required to enable the Second Party for development and Sale of the said project.

8). It is specifically agreed and understood between the parties that the entire development work in respect of the Said property shall be solely and exclusively be carried out by the Second Party herein in accordance with the plans approved by the approving authorities and other concerned authorities and while carrying out construction work, the Developers will strictly comply with the building rules and bye-laws of the TCP, Panchayat, Health , PWD etc. and various instructions, orders and directives, that may from time to time be issued in regard to the construction work by the Concerned authorities.



9). It is specifically agreed that the Second party shall have right, title, interest in the said property and may represent to the Public in general claiming any right, title or interest over the said property and may enter into any transaction with any third party in respect of the said Project or in respect of the proposed development either by executing MOU, Agreement for sale, Buyer Builder Agreement, Agreement for sale and finance, Sale Deeds etc.

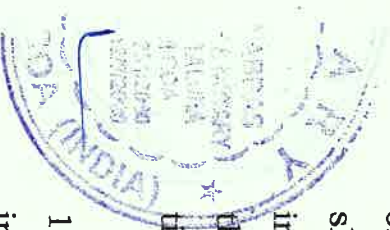
10). On execution of these presents, the VENDOR have authorized and allowed the Second Party to put up the notice/signboards therein indicating the proposed development scheme of the Developers in the said property.

11). On execution of these presents, the VENDOR have authorized and allowed the Second Party to register the project under RERA therein, indicating the proposed sale of Villas and Apartments in the said property. All the obligations under the provisions of RERA will be the exclusive responsibility and obligation of the PURCHASER. The PURCHASER will be

responsible for all queries, claims, and compensations in respect of the RERA Act.

12). Both the parties shall be bound by the specific performance of this Agreement. That in the event of breach of any above-mentioned terms and conditions, by any party, they shall be liable for legal action and the costs and consequences thereof shall have to be borne by the party responsible for breach of terms and conditions.

13). This agreement is Accepted and entered into, between the First Party and the Second Party, as legally binding, wherein the entered into with the intention to create obligations of developing the Said Property and the Sale of the Project, and shall be binding upon the **PARTIES** hereto and their successors in title and all the shareholders of **THE SAID PROPERTY** and their respective heirs, executors, administrators, successors in title and assigns as the case may be.



14). The **First Party** shall not enter into any agreement, instrument in respect of the **Said Property** in favor of any third party nor shall they mortgage the Said Property in favor of any entity/person and/or shall not create any encumbrance whatsoever nature upon signing of this **Agreement**.

15). That the First Party assure that there are no previous agreements, mortgages, contractual agreements, contracts, collaterals, demands, Claims, Charges, liens, injunctions, executive demands, etc. as against **THE SAID PROPERTY** and at the time of execution of the Agreement and Sale deed; the Said Property shall be delivered without previous agreements, mortgages, contractual agreements, contracts, collaterals, demands, Claims, Charges, liens, injunctions, executive demands, etc.

16). If the Second Party after signing the said **Agreement**, finds any charges, claims, attachments, previous agreements, mortgages, contractual agreements, contracts,

collaterals, demands, liens, injunctions, executive demands, notice or scheme or Legislative Enactment, Government Ordinance, Order or notification or proceedings under Land Acquisition/Requisition, Administration of Evacuee Property Act, or any attachment or recovery proceedings under the Income Tax Act or any other act or statute, law or regulation, which stops/hinders them to enjoy the Said Property, then the First Party do hereby agree to save harmless and keep indemnified the Second Party from and against all losses, damages, costs and expenses which the said **Second Party** may sustain or incur in respect of the above; or the purchaser at his own option may choose to terminate the Agreement and is entitle to a full refund of all amounts paid within 30 days of termination.



17). The Second Party shall indemnify and keep indemnified the First Party from and against all actions, claims, demands, proceedings, fines, charges, penalties and all costs, expenses and damages incurred or suffered by the First party arising/ resulting from such development.

18). Save and except as hereinbefore otherwise provided, all costs, charges and expenses of the First Party and of the Second Party and incidental to this Agreement and other writing or writings to be made in pursuance hereof including stamp duty, registration charges, plan, certified copies, correspondence and all the expenses shall be borne and paid by the second Party.

19). This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement shall not be amended in normal circumstances however if the situation arises it may be amended only by a written instrument and only if mutually agreed upon by both the parties.

20). If any provision of this Agreement shall, under any circumstance, be deemed invalid/inoperative to an extent, such invalidity shall not invalidate the whole Agreement, but the doctrine of severability shall apply and the said invalid or inoperative provision shall be construed as not to be contained in this Agreement


21). It is agreed by and between the Parties hereto that the Courts at Mapusa- Goa, alone shall have jurisdiction with regards to this Agreement.

22). This Agreement is executed in duplicate wherein Second Party shall Hold the Original Document and the First Party Shall hold the True Copy.



SCHEDULE I
THE 'SAID PROPERTY'



All that piece of Land Demarcated as Survey No. 120/1-E, known as "Bhati" admeasuring an area of 3,562 Sq Mt, in the Village Known as Oxel, in Taluka Bardez, North- Goa, having the following Boundaries:-

North:- By River , Survey S/1 
South:- By Survey No. 120/1(Part), 120/10, Main Road

East:- By Survey No. 2/1, 120/10 

West:- By Survey No. 120/1, 120/1-A, 120/1-C, 120- B.

Herein after be referred to as "**THE SAID PROPERTY**" marked in RED on the plan annexed hereto.

EXECUTED BEFORE ME

WHICH I ATTEST

Reg. No. 2183 Date 02/06/2018

Sayed Abbas

SAYED ABBAS
Advocate & Notary
Tiswadi Taluka
Panaji-Goa 403001
Reg. No. 231/2013



Sayed Abbas



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA

Inward No: 6362

Plan Showing plots situated at
Village : OXEL
Taluka : BARDEZ
Survey No./Subdivision No. : 120/ 1-E
Scale : 1 : 1000

