भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

गोवा GOA

Serial No. 343 place of St. Vennd Mapusa Date 26-10-201

Value of stamp Paper 1000/- 287869

Name of Purchaser Damodar Kannaik

Resident at Morjim Son of

Signature of Vendor Signature of Purchaser

C.J. PANDIT - LIC NO. AC/STP/VEN/84/2003

NOTARY D.S. PETKAR (BARDEZ GOA STATE Reg. No. 87/98 Expiry Dt. 03/18 GOVT. OF GOA (INDIA)

AGREEMENT FOR DEVELOPMENT AND

CONSTRUCITON

THIS AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION is made at Mapusa, Goa, on this 28th day of October of the year Two Thousand and Seventeen.

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BETWEEN

1. **MRS. ROSALLIA EVELETANE FERNANDES,** wife of Joaquim Aleluia Fernandes, aged 49 years, service, married, Indian National, PAN Card no. AAIPF2445E, and her husband,
2. **MR. JOAQUIM ALELUIA ANTAO,** son of Magno Francisco Minguel Joao Luis Antao, aged 49 years, service, married, Indian National, PAN Card no.ABXPA0432E, both resident of 5th floor, SFX Tower, opposite MPT Institute, Vasco- Da-Gama, Marmugao, Goa.
3. **MRS. SUILLAN MARIA FERNANDES,** wife of Anthony Jorge, aged 39 years, service, married, Indian National, PAN Card no. ATEPG4497J, and her husband,
4. **MR. ANTONY JORGE**, son of Bruno Januario George, aged 47 years, service, married, Indian National, PAN Card no. AEWPG2729Q, both resident of H. No. 139, Opposite MPT head administrative Building, Head land Sada, Marmugao, Goa, hereinafter called **"THE FIRST LAND OWNERS"** (which expression shall unless repugnant to the meaning and context thereof be deemed to include their heirs, successors, administrators and assigns) of the **FIRST PART.**

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AND

1. **MRS. VANITA ROHIDAS NAIK,** wife of Rohidas Naik, aged 41 years, service, married, Indian National, PAN Card no. AISPN5270F, and her husband,
2. **MR. ROHIDAS PANDURANG NAIK**, son of late Pandurang Naik, aged 44 years, self-employed, married, Indian National, PAN Card no. AERPN9320H, both residents of H. No.872, Haldanwadi, Mayem, Bicholim, Goa, and both represented by their brother/brother in law as duly authorized power of attorney **MR. DAMODAR RAMANATH KANNAIK**, Son of Ramnath Kannaik, aged 38 years, Married, Service, Indian National, PAN Card no. ANIPK8022D, resident of H.No.1249, Kannaik wada, Morjim, Pernem, Goa, vide Power of attorney dated 13/10/2017, duly executed before Notary Public Adv. D. S. Petkar, at Mapusa, Goa, under serial no. 18083/2017, hereinafter called **"THE SECOND LAND OWNERS"** (which expression shall unless repugnant to the meaning and context thereof be deemed to include their heirs, successors, administrators and assigns) of the **SECOND PART**

AND

M/s RAVEENDRA CONSTRUCTION, a Partnership firm, having its office at T-2, Vinayak Appts, Panditwada, Ponda, Goa, represented by its partners **(1) MR. SURESH RAVEENDRAN,** son of Raveendra Vasu, 44 years of age, married, business, Pan Card no. ASUPR6328J, resident of T-2, Vinayak apartment, Pandit wadda, Ponda, Goa. **(2) MR. DINESH RAVEENDRAN,** son of Raveendra Vasu, 42 years of age, married, business, Pan Card no. ASUPR9063L, resident of Shree Mahadev niwas, Prabhu nagar, Ponda, Goa, hereinafter called **"THE BUILDER/DEVELOPER"** (which expression shall unless repugnant to the meaning and context thereof be deemed to include their heirs, successors, administrators and assigns) of the **THIRD PART.**

WHEREAS there exist a property known as **"Gaumso Vaddi" or " Bormachem Battulem" or Bamonachem Batulem" or Chamaranchem Batta" or Paulo Gaddachem Batta"** situated within the jurisdiction of the Village Panchayat of Siolim, taluka and sub district of Bardez, district of North Goa, and state of Goa, which is the part of the property described in the Land Registration office under No. 26233 at folio 158 overleaf of B 67, and presently surveyed under survey no. 19/13 of village Siolim, Bardez, Goa, totally

admeasuring 1825 sq. mts, which property is hereinafter referred to as **"THE SAID PROPERTY NO. I"** and more fully describe in the schedule no. I hereunder written.

AND WHEREAS there exist plot admeasuring 660 Sq. Mts., denominated under plot no. "C" which is the part and parcel of a property known as **"Gaumso Vaddi" or " Bormachem Battulem" or Bamonachem Batulem" or Chamaranchem Batta" or Paulo Gaddachem Batta"** situated within the jurisdiction of the Village Panchayat of Siolim, taluka and sub district of Bardez, district of North Goa, and state of Goa, which is the part of the property described in the Land Registration office under No. 26229 at folio 156 reverse of B 67, and presently surveyed under survey no. 19/1 of village Siolim, Bardez, Goa, totally admeasuring 1600 sq. mts, the property Hereinafter referred to as **"THE SAID PROPERTY NO. II"** more fully described in the **Schedule no. II** hereunder written;

AND WHEREAS the first land owners are lawful owners in possession of the said property no. I, and the second land owners are lawful owners in possession of the said property no. II.

AND WHEREAS vide Deed of Sale with Discharge of the Price, Discharge of Consideration, release and relinquishment dated 16/08/1920 Miss. Anna Clotildes Florencia Luizinha de Souza Ticlo alias Ana Clotildes Luisinha Florrenca de Nazareth, widow of Antonio Cassiano and her sons Bras Antonio de Souza Ticlo alias Jose Bras Caetano Antonio de Souza Ticlo and his wife Mrs. Maria Carolina Brigida Paes Pereira, Joao Antonio Fredrico Diogo De Souza Ticlo alias Joao Antonio de Souza Ticlo, Pedro Avelino Verissimo Paulo de Souza Ticlo, sold the bigger property known as Bormachem Battulem" or Bamonachem Batulem" or Chamaranchem Batta" or Paulo Gaddachem Batta" in the Land Registration office under No. 8232 at folio 184 of B 21 (new) to Joaquim Santan Fernandes, Jose Vicento Fernandes and Aleixo Francisco Manuel Fernandes, said Aleixo Francisco Manuel Fernandes was in capacity of Manager of the Affairs of Ana Rita Lobo, widow of Matias Fernandes.

AND WHEREAS subsequently on 08/04/1921 Deed of Division of Common property was executed between **Joaquim Santan Fernandes and his wife Ana Joana Pacheco**(on one part) Jose Vicento Fernandes and his wife Maria De Brito (on second part) and **Ana Rita Lobo, widow of Matias Fernandes** (on third

part) and in the said Deed of Division of Common property the property purchased vide Deed of Sale with Discharged of the Price, Discharge of Consideration, release and relinquishment dated 16/08/1920 was divided into Six equal parts and the first and second plot was allotted to Joaquim Santan Fernandes and his wife Ana Joana Pacheco(on one part), and the third and fourth plot was allotted to Ana Rita Lobo, widow of Matias Fernandes (on third part).

After Deed of Division of Common property Dated 08/04/1921 Flow of title of the said property no. I

WHEREAS the said third plot which was described on the Deed of Division of Common property dated 08/04/1921 i.e. on the east: by the property of Antonio Caetano, on the west: by the property of the hairs of Balchior Mariano Fernandes, on the north: by the first plot, and on the south by the fifth plot is found inscribed in favour of **Ana Rita Lobo, widow of Matias Fernandes**, and the said third plot is described in the Land Registration office under No. 26233 at folio 158 overleaf of B 67. The said first plot is also having old cadastral survey number 2294.**[THE SAID PROPERTY NO.I]**

AND WHEREAS the old survey records i.e. old cadastral survey number 2294 of the said property no. I is inscribed in the name of **Ana Rita Lobo, widow of Matias Fernandes,** and the said property no. I is now surveyed under survey no. 19/13 of village Siolim, Bardez, Goa, and presently name of first land owner nos. 1 and 3 is appearing in the occupant column of the form I & XIV of the said property no.1.

AND WHEREAS said Ana Rita Lobo was died 06/01/1967 died leaving behind her son Mr. Peter Constance Fernandes alias Pedro Constancio Fernandes alias Peter fernandes who was married to Mrs. Natalia Maria Fernandes. That said Mr. Peter Constance Fernandes alias Pedro Constancio Fernandes alias Peter fernandes was died on 02/02/1960, and subsequently his wile Mrs. Natalia Maria Fernandes was died on 19/04/1969.

AND WHEREAS upon death of above mentioned three persons Deed of Relinquishment of Rights and Succession was drawn in the office of the Notary Ex- Officio Bardez, at Mapusa in Book No. 464, at pages 26 to 29, dated 23.11.1992, and accordingly grand daughters of Ana Rita Lobo and daughters of

Mr. Peter Constance Fernandes alias Pedro Constancio Fernandes alias Peter fernandes and Mrs. Natalia Maria Fernandes, namely Miss. Candida Genoveva Fernandes alias Monica Candida Genoveva Fernandes and Miss. Delifina Preciana Fernandes alias Sister Vivina Fernandes, relinquished their right from the property/estate of their grandmother and parents, and the only grandson of Ana Rita Lobo and son of Mr. Peter Constance Fernandes alias Pedro Constancio Fernandes alias Peter fernandes and Mrs. Natalia Maria Fernandes, Mr. Antonio Joao Bernardo Fernades was declared as the sole owner of the estate left by his grand mother and his parents.

AND WHEREAS the said Mr. Antonio Joao Bernardo Fernades alias Jhon Fernandes was died on 13/09/2003 and upon his death Inventory proceeding was initiated by his wife Mrs. Margarida Fernandes before Civil Judge Senior Division and the said inventory was registered under Inventory proceeding no. 160/2013/A, in the said inventory said property no. I was listed under item no. III, and in the auction which was held on 22.04.2013 in the Inventory proceeding no. 160/2013/A the said property no. I, i.e. item no. III was jointly purchased by the daughters of Mr. Antonio Joao Bernardo Fernades alias Jhon

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Fernandes namely Mrs. Rosalina Eveletane Fernandes and Mrs. Suillan Maria Fernandes i.e. first land owner nos. 1 and 3.

AND WHEREAS name of Mrs. Rosalina Eveletane Fernandes and Mrs. Suillan Maria Fernandes i.e. first land owner nos. 1 and 3 also inserted in the occupant column of the form I and XIV of the said property no. I.

AND WHEREAS first land owner no. 2 is the husband of the first landowner no.1, and first land owner no. 4 is the husband of the first landowner no.3, and as such he is half share holder under the regime of communion of assets, law prevailing in state of Goa;

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AND WHEREAS in view of above first land owners have acquired right in the said property no. I, and as such they become lawful owners in possession of the said property no. I

<u>After Deed of Division of Common property Dated 08/04/1921</u> <u>Flow of title of the said property no. II</u>

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WHEREAS the said first plot which was described on the Deed of Division of Common property dated 08/04/1921 i.e. on the east: by the property of Antonio Caetano Jose Augusto De souza, on the west: by the property of the hairs of Balchior Mariano Fernandes, on the north: by the public road, and on the south by the third plot is found inscribed in favour of Joaquim Santan Fernandes and his wife Ana Joana Pacheco under inscription no. 19175 on 09/09/1924 at folio 166 G 25, and the said first plot is described in the Land Registration office under No. 26229 at folio 156 reverse of B 67. The said first plot is also having old cadastral survey number 2296.**[THE SAID PROPERTY NO.II]**

AND WHEREAS the old survey records of the i.e. old cadastral survey number 2296 of the said property no. II is inscribed in the name of Ana Joana Pacheco, widow of Joaquim Santan Fernandes, and her children Maria Florina Fernandes, wife of Matias Fernandes and Maria Victoria Fernandes, wife of Miguelinho Noronha, and the said property no. I is presently surveyed under survey no. 19/1 of village Siolim, Bardez, Goa, and name of Maria Floriana Fernandes and Maria Vitoria Fernandes name is appearing in the occupant column of the form I & XIV of the said property no. II.

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AND WHEREAS the legal heirs of said Maria Victoria Fernandes alias Maria Vitoria Noronha and her husband Minguel Francisco Noronha alias Minguel Jose Francis Noronh initiated Inventory proceeding before the Civil Judge senior Division at Mapusa, which was registered under Inventory Proceeding no. 247/2016/B to partitioned the estates of Late Joaquim Santana Fernandes his wife late Anna Joana Pacheco and their children Late Maria Florina Fernandes alias Filomena Fernandes and her husband late Mateus Fernandes and late Maria Vitoria Fernandes alias Maria Vitoria Noronha and her husband Miguel Francisco Noronha alias Minguel Jose Francis Noronha.

AND WHEREAS consent terms dated 24.04.2017 was filed by all the interested parties and administrator and it was agreed that the said property no. II which is listed in item no. 1 of the inventory proceeding be allotted to legal heirs of late Maria Vitoria Fernandes alias Maria Vitoria Noronha and her husband Miguel Francisco Noronha alias Minguel Jose Francis Noronha, and item no.2 of the inventory proceeding be allotted to the legal heirs of Late Maria Florina Fernandes alias Filomena Fernandes and her husband late Mateus Fernandes. In pursuance to the consent terms dated 24.04.2017 final

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chart of allotment was drawn and said property no. II i.e. item no.1 was allotted to the legal heirs of late Maria Vitoria Fernandes alias Maria Vitoria Noronha and her husband Miguel Francisco Noronha alias Minguel Jose Francis Noronha and final order dated 28/06/2017 was passed in the Inventory Proceeding no. 247/2016/B confirming the said final chart of allotment.

AND WHEREAS the said legal heirs of late Maria Vitoria Fernandes alias Maria Vitoria Noronha and her husband Miguel Francisco Noronha alias Minguel Jose Francis Noronha, namely (1) Mrs. Regina Conceicao Noronha (2) Mrs. Sucurina Adlima Noronha Faria, (3) Mr. Cajetan John Faria, (4) Mr. Michael Brouno Noronha alias Michael Bruno Noronha, (5) Mrs. Ana Graca Noronha, (6) Mrs. Apolina Cursina Noronha, (7) Mr. Wilfred Robert Noronha, (8) Mrs. Melecia Fausta Mendes e Noronha alias Melicia Mendes, (9) Mr. Agnelo Alex Noronha, (10)Maria Cheryl John Rodrigues, (11)Mr. John Casper Rodrigues,(12)Mrs. Santana Filomena Mercelina Fernandes, (13) Mr. Joseph Maria Fernandes, and (14) Mr. Oswald Anthony Noronha, sold the said property no. II i.e. plot admeasuring 660 Sq. Mts., denominated under no. A which is the part and parcel of a property known as **"Gaumso Vaddi" or " Bormachem**

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Battulem" or Bamonachem Batulem" or Chamaranchem Batta" or Paulo Gaddachem Batta" situated within the jurisdiction of the Village Panchayat of Siolim, taluka and sub district of Bardez, district of North Goa, and state of Goa, which is the part of the property described in the Land Registration office under No. 26229 at folio 156 reverse of B 67, and presently surveyed under survey no. 19/1 of village Siolim, Bardez, Goa, totally admeasuring 1600 sq. mts, to the second land owner no. 1 vide Deed of Sale dated 13/09/2017, registered under no. Book-1 Document, registration no. BRZ-BK1-03777-2017, CD No. BRZD790, on date 14.09.2017.

AND WHEREAS Second land owner no. 2 is the husband of the second landowner no.1, and as such he is half share holder under the regime of communion of assets, law prevailing in state of Goa;

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AND WHEREAS in view of above first land owners have acquired right in the said property no. II, and as such they become lawful owners in possession of the said property no. II

AND WHEREAS Land Owners desires to construct a modern 03 floor (Basement, Ground Floor+02) storey residential cum commercial apartment building and engage the Developer for such construction and under the circumstances, all three parties involve a scheme under which the first land owner has proposed to Provide the land fully described in the schedule-I and second land owner has proposed to Provide the land fully described in the schedule- II, and cost of approval of entire project and the Developer has agreed to mobilize fund from its own resources and or taking advance from the prospective purchasers and provide materials, equipments, manpower and other necessary accessories for construction of a 03 floor (basement Ground, Floor+02) comprising of 21 flats and 01 shop, club house and society office, as per plan to be approved by the Land owner from the office of Town and Country Planning. .

AND WHEREAS the first Land Owner, in consideration of the land as described in the schedule no. I below shall get completed apartments and get the ownership of five (05) residential flat with car parking spaces for each flat in the basement along with un-demarcated and undivided proportionate share in the land as detailed below. (The

allotments of flats and car parking are more particularly described in the table written bellow)

AND WHEREAS the second Land Owner, in consideration of the land as described in the schedule no. II, and cost of approval of entire project shall get completed apartments and get the ownership of three (03) residential flat with car parking spaces for each flat in the basement, and one (01) shop on the ground floor without space for car parking along with un-demarcated and undivided proportionate share in the land as detailed below. (The allotments of flats and car parking, and shop are more particularly described in the tables written bellow)



AND WHEREAS The Developer shall get remaining thirteen (13) residential flat with car parking spaces for each flat in the basement along with un-demarcated and undivided proportionate share in the land in the manner as described below which the Developer may dispose off and sell of the proportionate land for prospective buyers. (The allotments of flats and car parking are more particularly described in the table written bellow)

AND WHEREAS the owners and builder agreed to enter in the Agreement for Joint venture development and construction of the said property, under the terms and condition herein mentioned below.

NOW THIS AGREEMENT FOR DEVLOPMENT AND CONSTRUCTION WITNESES AS UNDER:-

In pursuance of above, the parties herein out of their free will and accord, without any force and coercion and while in a sound state of mind. The parties hereby agreed to execute and registered the present agreement for development and construction.

01. THE SCHEME:

i. That the land owners permit the developer to develop the said property on a mutual understanding that the investment of the first land owners is that of land described in the schedule no. I herein and the investment of the second land owners is that of land described in the schedule no. II herein and entire cost of approval of the said project and 50%

contribution towards the installation of new electrical transformer, and investment of the developer is towards the cost of construction and development of the entire project along with the cost of amenities mention in schedule no. IV.

ii. That the Land Owners shall allow the Developer to construct the modern 03 floor (Basement Ground Floor+02) storey residential cum commercial apartment Building on the schedule land under the scheme whereby the **first Land Owner** shall provide the land mentioned in schedule-I and **second land owner** shall provide land described in the schedule no. II herein and entire cost of approval of the said project and 50% cost of the installation of new electrical transformer and **the Developer** shall construct the 03 floor (lower Ground, upper Ground Floor+02) storey apartment Building thereon **consisting of 21 residential flats, one shop, club house and society office, and all amenities described in the schedule no. IV,** 50% cost of the installation of new electrical transformer herein under written at their own cost and responsibility as per plan approved by the land owner from the office of town and country planning, and design to be prepared by the Developer along with the approval of the Land Owner.

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III. That it is agreed between the parties that the said apartment Building be construct in the name and style of **"THE MEADOWS"**

02. DIVISION OF WORK, EXPENCES AND LIABILITY

a. The first land owner shall liable for following work with his own expenditure.

i. To provide all title documents in respect of the said property no. I and to cure if any defect is found in the documents.

ii. To co-operate to complete all legal formalities by attending concerned government/and local body offices in Mapusa, Panjim, and Siolim in person or with their lawful attorney.

iii. Maintenance Cost of their respective flats as applicable. (from the date of handing over possession of the flats)

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iv. Garbage collection cost as applicable. (from the date of handing over possession of the flats)

v. Security deposit for electricity connection meters as applicable. (from the date of handing over possession of the flats)

vi. Panchayat house tax as applicable. (from the date of handing over possession of the flats)

b. <u>The second land owner shall liable for following work with his own expenditure.</u>

i. To provide all title documents in respect of the said property no. I and to cure if any defect is found in the documents.

ii. To co-operate to complete all legal formalities by attending concerned government/and local body offices in Mapusa, Panjim, and Siolim in person or with their lawful attorney.

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iii. Maintenance Cost of their respective flats as applicable. (from the date of handing over possession of the flats and shop)

iv. Garbage collection cost as applicable. (from the date of handing over possession of the flats and shop)

v. Security deposit for electricity connection meters as applicable. (from the date of handing over possession of the flats and shop)

vi. Panchayat house tax as applicable. (from the date of handing over possession of the flats and shop)

vii. Mutation and partition of the said property no. I

viii. Conversion sanad of the said property no. I and II.

ix. Building approvals cost from town and country planning.

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x. Village Panchayat construction license cost.

xi. Architecture fees.

xii. Approval of project from any one nationalize bank.

xiii. Occupancy certificate from village panchayat.

xiv. 50% Cost of fixing independent new electric transformer for the project

c. **The Builder/Developer shall liable for following work with his own expenditure.**



i. Construction cost of entire project from the day of handing over possession till final completion of the project with approval of land owners as mentioned in clause no.10 written below.

ii. Cost of all amenities more particularly described in schedule no. V

iii. Cost of gym equipments.

iv. Cost of lift at the said of each stair case.

v. Cost of structural engineers for designing the project.

vii. Maintenance Cost of their respective flats as applicable.

viii. Garbage collection cost as applicable.

ix. Security deposit for electricity connection meters as applicable.

x. And Panchayat house tax as applicable.



xi. 50% Cost of fixing independent new electric transformer for the project.

xii. Maintenance of the project/building for first two years in respect of plumbing, electrification and any leakage in the structure etc. of the project/building .

03. STRUCTURAL DESIGN AND DRAWING:

i. The developer shall, within 15 (Fifteen) days from the date of execution of the present agreement prepare the complete structural drawing and design of the proposed building.

ii. The developer shall be responsible for soundness of architectural, structural, electrical, plumbing and sanitary drawing and design as well as adequate earthquake safety measurement in the design & also the implementation of the same. The Developer shall bear the necessary cost for the said assignments.

04. TITLE DEED VERIFICFATION

i. That the Land Owner shall produce the original Title Deed and other related documents of the schedule property to the Developer at the time of signing this document for their verification and at any time thereafter during the tenure of this agreement as may be requested by the Developer. The Land Owner also pledges not to sign any Agreement with any other person or body whatsoever in relation to the

schedule property during the tenure of this Agreement without the written consent of the Developer.

ii. The owners shall indemnify the builder against persons claiming and demanding any rights, title and interest in the "THE SAID PROPERTY NO. I and II" mentioned above through the owners or any other person or persons. The Owners state and declare that they have every right and absolute Authority in law to offer "THE SAID PROPERTY NO. I and II" to the builder for completion of the said project.

iii. The Owners and all the persons claiming under them shall and will from time to time upon the request and at the request of the builder do and execute or cause to be done and execute all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the "THE SAID PROPERTY NO. I and II".

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05. SITE DELIVERY:

i. That the First party will hand over the vacant possession of the schedule property within a week after the approval of project. The developer shall not have the right to transfer, assign or sub-let works under the agreement and shall be personally responsible to perform and discharge their obligations mentioned in this agreement.

ii. The Land-Owner thereby undertakes that the Project Land is not mortgaged and/or; hypothecated to any bank financial authority and Projects Land is free from all encumbrances at time of signing of this Agreement.

06. SHARE:

i. The first Land Owner shall get completed apartments and get the ownership of five (05) residential flat as follows;

Sr. no	Unit nos.	Floor	Super built up area	Component
1	G-2	Ground	96.56 Sq. Mts.	2BHK

2	G-3	Ground	78.33 Sq. Mts.	1BHK
3	F-3	First	78.33 Sq. Mts.	1BHK
4	F-4	First	68.87 Sq. Mts.	1BHK
5	S-4	Second	68.87 Sq. Mts.	1BHK

a. That first land owner shall get car parking spaces for each flat in the basement.

b. That first land owners shall get un-demarcated and undivided proportionate share in the land as described under schedule no. I and II.

c. That the units of the Land owner nos. 1 i.e. flats and space for car parking is marked in red colour outline on the plan of each floors and basement annexed hereto.

ii. The second Land Owner, shall get completed apartments and get the ownership of three (03) residential flats, and one (01) shop as follows;

Sr. no	Unit nos.	Floor	Super built up area	Component
1	G-1	Ground	65.00 Sq. Mts.	Shop

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2	G-5	Ground	98.57 Sq. Mts.	2BHK
3	F-5	First	98.87 Sq. Mts.	2BHK
4	S-5	Second	98.87 Sq. Mts.	2BHK

a. That second land owner shall get car parking spaces for each flat in the basement.

b. That second land owner shall get un-demarcated and undivided proportionate share in the land as described under schedule no. I and II.

c. That the units of the Land owner nos. 2 i.e. flats, shop and space for car parking is marked in Green colour outline on the plan of each floors and basement annexed hereto.

iii. The Developer shall get ownership of remaining thirteen (13) residential flat as follows;

Sr. no	Unit nos.	Floor	Super built up area	Component
1	G-6	Ground	97.77 Sq. Mts.	2 BHK
2	G-7	Ground	97.79 Sq. Mts.	2 BHK
3	F-1	First	97.22 Sq. Mts.	2 BHK

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4	F-2	First	96.56 Sq. Mts.	2 BHK
5	F-6	First	98.07 Sq. Mts.	2 BHK
6	F-7	First	97.94 Sq. Mts.	2 BHK
7	F-8	First	98.70 Sq. Mts.	2 BHK
8	S- 1	Second	97.22 Sq. Mts.	2 BHK
9	S-2	Second	96.56 Sq. Mts.	2 BHK
10	S-3	Second	78.33 Sq. Mts.	1BHK
11	S-6	Second	98.07 Sq. Mts.	2 BHK
12	S-7	Second	97.94 Sq. Mts.	2 BHK
13	S-8	Second	98.70 Sq. Mts.	2BHK

a. That builder shall get car parking spaces for each flat in the basement.

b. That Builder shall get un-demarcated and undivided proportionate share in the land as described under schedule no. I and II.

c. That the units of the builder i.e. flats and space for car parking is marked in Blue colour outline on the plan of each floors and basement annexed hereto.

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07. THE BUILDING

That the developer shall construct the 03 floor (Basement Ground Floor+02) storey apartment Building comprising of **21 residential flats, one shop, club house, society office and all amenities described in the schedule no. IV** as per approval including common area on Ground floor, Boundary wall, Gate etc. at their own responsibility, cost and expenses on account of all the required labours, materials, equipments fixtures, fittings, utilities and other amenities/facilities strictly as per approved design and other amenities as Per Annexure to this agreement and more particularly described in the schedule writing herein under.

08. CHARGES PRIOR TO CONSTRUCTION:

That in order to ensure the implementations and unhindered construction of the Project, the Land-Owner shall make payments of Ground Rent (land revenue), Holding Tax, Land Development Tax, Water Bills, Electricity bills, Gas Bills and all other miscellaneous bills and tax and expenditure up to the date of signing of this document.

08. CHARGES DURING CONSTRUCTION:

That all taxes, bills and charges of the Govt. and Non-Govt. organizations like Panchayat, Land Revenue Department, and other concerned authorities for the period from the date of taking possession of vacant land fully described in the schedule-I and II to the date of handing over possession of all the apartments to the Land Owner/buyers shall be borne by the Developer.

09. CONSTRUCTION PERIOD AND DELAY:

Total duration of the project will be 18 (eighteen) months from the date of issuing construction license. Construction Period will be increased by 4 (four) months if there be any political crisis, natural disaster etc.

That all approvals of the said project shall be completed on or before 31st of December 2017.

9(a) PENALTY

That in case of unexplainable and unreasonable delay caused on the part of building for handing over complete possession of the said project/flats to the land owners beyond limitation of time as agreed in clause no.9 herein above, the developer shall liable to pay compensation of Rs. 75000/- (Rupees Seventy Five Thousand Only) each to the first and second land owners.

10. COMPLETIONS AND HANDING OVER:

That after completion of construction of the building the Developer shall invite the Land Owner or his authorized person in writing for a joint inspection on mutually convenient date (s). Then during joint inspection if there is any defect of the construction work, the Developer shall rectify, restore and repair such defective work at their cost. Thereafter if everything is found all right & the apartments are complete in all respect in habitable condition, the Land Owner or his authorized representative will take over the possession of his 8 (eight) residential flats and 01(one) shop along with car

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parking for each flats . It is worth mentioning that during the construction work the Land Owner or his authorized representative shall visit the construction site to see the progress of construction work time to time. If any deviation/defect is observed from the approved design/drawing by the Land Owner, Developer shall have to rectify the deviation/defects, immediately.

11. POWER OF ATTORNEY:

That the Land owners shall execute and register a general power of attorney for the schedule property in favor of **Mr. Damodar Ramnath Kannaik** at the time of signing this of Agreement with the full power and to deal with third party to construct the proposed apartment building, and to do all needful formalities in all concerned government offices and village Panchayat.

That further first party shall also shall execute and register a general power of attorney for the schedule property in favor of **Mr. Damodar Ramnath Kannaik** at the time of

signing this of Agreement with the full power to sell 03(three) residential flats and 01(one) shop of second land owners along with car parking space & proportionate share of the schedule land to the intending buyer(s) and 13(thirteen) residential flats of builder along with car parking space & proportionate share of the schedule land to the intending buyer(s). The First Party shall not cancel Power of Attorney so long the Agreement is in force.

12. COST OF TRANSFER OF DEVELOPER APARTMENTS:

That the cost of stamp, transfer fee, gain tax registration fee and other miscellaneous expenses for transfer of built-up area of the 2nd party of the schedule land with proportionate car parking space and with proportionate share of land to the buyers shall be borne by the buyers or transferees of the second party and the First party shall not be responsible for any cost thereof.

13. AGREEMENT WITH INVESTOR/ALLOTTEES:

The THIRD PARTY, will have the right to negotiate, sell, resell, lease out, let out and enter into agreement for the purpose of transferring and disposing of his said share of the apartments and car parking spaces for each flat with undivided and un-demarcated proportionate piece of land in the project on the basis of approved plan at a price to be determined by the Developer and to receive money from prospective buyer and to acknowledge and give receipt provided the same doesn't affect the rights and interests of the Land-Owner, or either into any conflict thereof.

14. BANK LOAN:

That after selling the apartments of the developer if any allottee is permitted by the Developer to obtain loan from any financial Institute or Bank the Allottee needs for such purposes execution of any written instrument in consonance with the terms of his agreement with the Developer, the Developer shall have the liberty to do the same as per

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requirement and expediency without mortgaging the project land.

15. DEVELOPER'S RIGHTS:

i. That in order to implement the project effectually and completely and facilitate the transfer of Developers apartments, car parking and proportionate shares in the project land the Developer shall on and from the date of execution and signing of this agreement, be at liberty to do, execute and perform at its free will all that acts, deeds and things as may be found reasonable and expedient.

ii. To prepare and publish prospectus, profiles, forms, leaflets and brochures of or about the project and advertise forward sale of the transferable Land shares and allotment of apartments and car parks as shall belong to and be disposable by the Developer.

iii. To receive advances against and/or payments in full of the value payable by the Investors as price of the land shares and

costs and charges for the complete construction of the apartments and car parks allotted to them from developer's shares.

iv. To cancel an Allotment and rescind any agreement with any Allottee in case of his default in payment of the value or installment within the time specified for their and his insolvency or unbecoming conduct and detection of any fraud being practiced by him and to re-allot the same properties developers share to some other Investor with reference to the Land Owner.

16. THIRD PARTRY LIBILTY:

That the Developer shall be liable to indemnify any workmen or outsider in the event of the possible loss or damage to any property, personal injury and death or otherwise, any claim arising from the construction of the Building by the Developer. The Land Owner shall not be responsible or liable for any such loss or claim whatsoever. Similarly, the responsibility for any sort of theft, loss or damage of the works during construction shall vest in the

Developer and in no way is binding on the Land Owner or on the Schedule Land.

17. CO-OWNERS NOT TO PARTIION THE LAND:

That 13 residential flat to be sold by the Developers to different purchasers of apartment shall undertake to the effect that the individual owner of the flats and shop and proportionate land will enjoy the land in common with all the co-owners, shall not claim partition of the land and that all of them shall abide by the terms and conditions embodied in the agreement between the Land Owner and the builder/developer.

18. UTILIY SERVICE CHARGE:

That the service lines for electricity and water, and all other service lines for T.V. Intercom etc. shall be extended to all apartments falling in the share of the Land Owner at the cost of Developer so as to avail of those facilities readily by the Land Owner.

19. OWNERS ASSOCIATION:

That after delivery of possession of the building made by the Developer all owners of the flats and shop shall from a committee which shall be responsible for the overall management and well-fare of the apartment building for functioning relevant work and shall adopt scheme and guidelines/code of conduct on the use and occupation of the apartments and such scheme and guideline/code of conduct will incorporate all matters for convenient and comfortable use of the apartments and the said committee may bring necessary changes to meet the changing circumstances and all the owner/inhabitants of the apartments shall strictly abide by the scheme and guideline/code of conduct.

20. MAINTENANCE

i. That the maintenance of the respective flats and shop shall be paid by the land owners in respect of their units as applicable to the prospective buyers, if the land owners

desire to keep their flats and shop for their own personal use.

ii. That the said maintenance shall be commencing from the date of handing over the possession of the said flats and shop to the land owners.

iii. That builder shall liable to provide maintenance for first two years from the date of handing over possession in respect of plumbing and electrification work.

iv. That builder shall open separate independent saving account in the name of said project/society to deal with the maintenance cost of the entire projects including electrification charges including maintenance of transformer, security service, and all amenities more particularly described under schedule no. IV.

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20. Apartment Owner's Status:

That the Ownership, rights, title and possession of the Owner, possessor or occupier of every apartment, car park and share of project land shall always be subject to pay Government revenue, Municipal taxes and every other legal dues as may be payable from time to time.

21. SIGN BOARD & NAME:

That on signing of the agreement the Third party shall be entitled to hang up its sign board on the Schedule land name of the project has commonly been selected as **"THE MEADOWS"**

22. INCLUSION/ADDITION OF TERMS AND CONDITION OF AGREEMENT:

That any points omitted in this agreement may be included or added subsequently in this agreement only if

agreed upon by mutual consent of both the Land Owner and the Developer and it shall be treated as part of this agreement.

23. FIRST PARTY'S GUARATEE TO THE TITLE OF THE LAND:

That the First and second Party guarantees that his title in the schedule property is correct and perfect as descried in the schedule and if any errors, misstatements or omission shall be detected, this agreement shall not be annulled and the First and second Party will do whatsoever shall be found necessary to correct the error and other defects to convey the Schedule Property to third party or its allottees.

24. FORCE MAJEURE:



That if for reason of force majeure i.e. Acts of God, like natural calamity earthquake, flood, or civil unrest, famine, war, military operations of any nature blockade or damage, injury or loss due to fire, accident, mob violence attack from the air of any other major disturbances or for

S. Fernandes

reasons that are beyond control of the third party any difficulty arises, the parties shall mutually make such arrangement as may be just in the circumstance of the case.

25. Dispute and Settlement:

That in case of any dispute between the FIRST PARTY, SECOND PARTY AND THIRD PARTY regarding this agreement, it is agreed that the dispute will be resolved amicably between the three parties and supplementary agreements may be subsequently made to mitigate the matter. And that if the three parties cannot resolve the dispute, the aggrieved party shall approach to Civil court after issuing two months in advance notice to the other parties.

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SCHEDULE – I

(Description of the said property no. I)

All that landed property property known as **"Gaumso Vaddi" or "Bormachem Battulem" or**

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Bamonachem Batulem" or Chamaranchem Batta" or Paulo Gaddachem Batta" situated within the jurisdiction of the Village Panchayat of Siolim, taluka and sub district of Bardez, district of North Goa, and state of Goa, which is the part of the property described in the Land Registration office under No. 26233 at folio 158 overleaf of B 67, and presently surveyed under survey no. 19/13 of village Siolim, Bardez, Goa, totally admeasuring 1825 sq. mts, and bounded as under:-

On the East: By the property bearing survey no. 19/2.

On the West: By the property bearing survey no. 21/2.

On the North: By the property bearing survey no. 19/1 and 1A.

On the South: By the property bearing survey no. 19/14

SCHEDULE – II

(Description of the said property no. II)

All that plot admeasuring 660 Sq. Mts., denominated under no. C which is the part and parcel of a

property known as **"Gaumso Vaddi" or " Bormachem Battulem" or Bamonachem Batulem" or Chamaranchem Batta" or Paulo Gaddachem Batta"** situated within the jurisdiction of the Village Panchayat of Siolim, taluka and sub district of Bardez, district of North Goa, and state of Goa, which is the part of the property described in the Land Registration office under No. 26229 at folio 156 reverse of B 67, and presently surveyed under survey no. 19/1 of village Siolim, Bardez, Goa, totally admeasuring 1600 sq. mts, and bounded as under:-

On the East: By the property bearing survey no. 19/2.

On the West: By the plot no. B of the Mundkar.

On the North: By the public tar road.

On the South: By the property bearing survey no. 19/13

SCHEDULE – III

(Description of the said Building)

All that residential cum commercial **Ground+ two** along with basement apartment known as **"THE MEADOWS"** constructed on the property mentioned in the schedule no. I and II herein, comprising of one shop, club house, society office and five flats on the ground floor, eight flats on the first floor, and eight flats on the second floor, car parking for each flats in basement and also includes compound wall, and other amenities/facilities strictly as per approved design and other amenities as Per Annexure to this agreement and more particularly described in the schedule writing herein under.



SCHEDULE NO. IV

SPECIFICATIONS

- STRUCTURE:

RCC framed structure as per design

approved by competent authority.

- WALLS:

External walls to be in Laterite Stone /Cement blocks. Internal walls to be in Brick masonry/CM blocks, walls to be finished in POP and painted in plastic emulsion paint.

- FLOORING:

Vitrified Tiles to be provided for all rooms, with 10 cm skirting and pointing with math cure grout.

- TOILETS:

Designer concepts in toilets will have coloured ceramic tiles up to 7' height. Sanitary ware to consist of commode with flush tank, washbasin, hot and cold mixer in all bathrooms, All sanitary fittings to be in SS of a reputed brand, (glass divider and geyser only for the bathroom of the first land owners flats)

- PLUMBING:

All plumbing to be in U PVC/C PVC pipes Underground drainage to be in R PVC.

- DOORS:

All main doors frame to be in Teak wood paneled shutter doors. Internal doors to be flush doors finished in laminate with SS cylinder lock and Decorative Main Door.

- WINDOWS:

3 track, superior quality, powder coated aluminum frame with granite sill and mosquito net. Clear 4mm glass.

- KITCHEN:

Kitchen to have concept tiling upto dado, platform to be in black granite, designed as per modular standards, SS Single Bowl sink and SS faucet. (Cabinetry and Accessories provided only for the flats of the first land owners).

- WATER SUPPLY:

Assured water supply from PWD linked underground tank and Master overhead tank and well/bore well.

- ELECTRIFICATION:

All electrification to be of concealed type with Modular Switches of a reputed brand, and provision of invertor for every unit. Independent private transformer provision for the project.

- PAINTING:

Anti-fungal acrylics wall putty with emulsion paints (internal) cement paint (internal), anti fungal cement paint apex or equivalent (external)

- RAILING:

MS-Powder coated railings for each balcony.

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SCHEDULE NO. V

AMENITIES

1. Gated Complex.

2. Round the Clock Security.

3. Illuminated compound area.

4. Landscaped pathway.

5. Designer Bathrooms-with a reputed brand fittings, Jaquar/Cera or equivalent.

6. Designer Entrance for Main Gate.

7. Elegantly Decorated entrance lobby.

8. Designer concept in kitchen.

9. Internal Wall Finished cement plaster in POP. (Gypsum Plaster)

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10. Anti-Fungal Acrylic Emulsion Paint for Interior Walls.

11. Eye catching elevation.

12. Master bedroom with attached W.C plus additional common W.C.

IN WITNESS WHEREOF the parties hereto have signed this Agreement for development and construction on the day; month and the year first hereinabove mentioned having read and understood the contents thereof, in the presence of witnesses.

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GOA STATE
Reg. No. 67/96
Expiry Dt.
6/3/18
GOA (INDIA)



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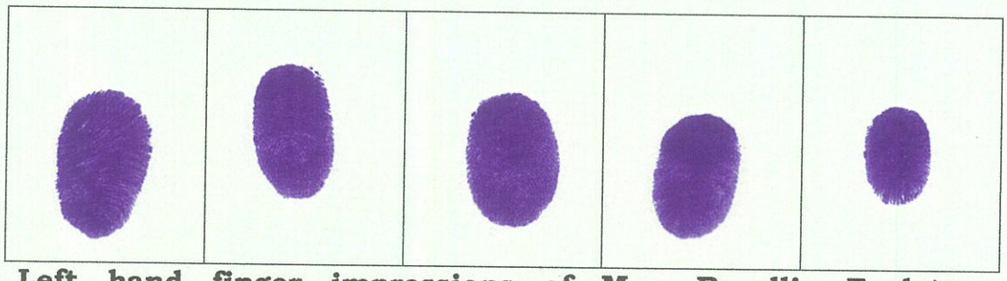
DELIVERED by **"the**

First Land owner

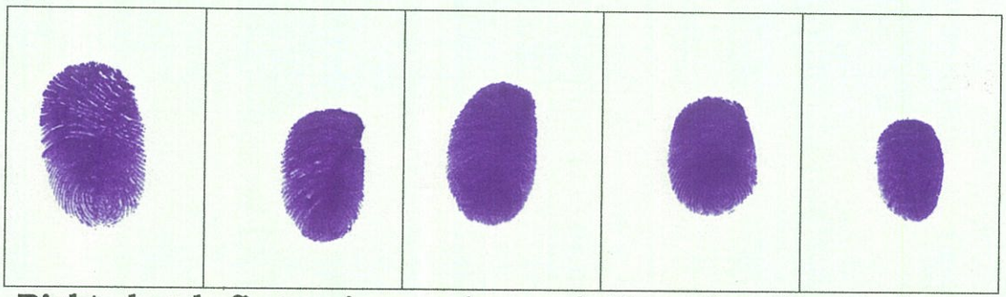
No. 1

(MRS. ROSALLIA EVELETANE FERNANDES

Identified by:
PAN: AAIPF2445E



Left hand finger impressions of Mrs. Rosallia Eveletane Fernandes



Right hand finger impressions of Mrs. Rosallia Eveletane Fernandes



SIGNED, SEALED AND

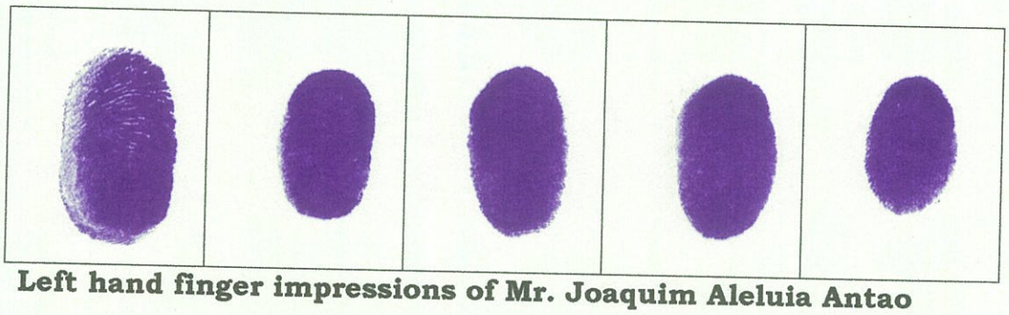
DELIVERED by **"the**

First Land owner

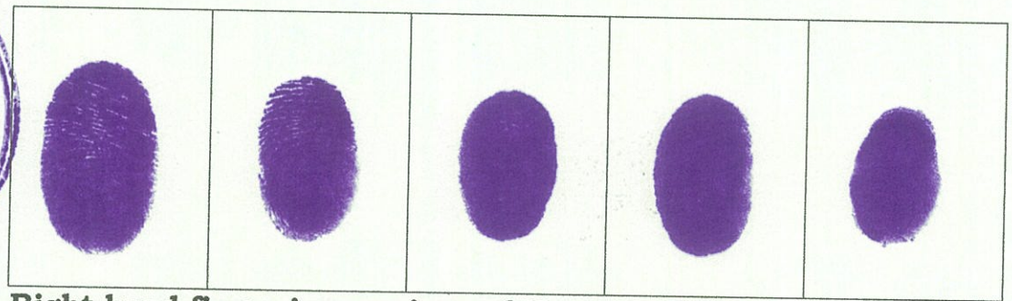
No. 2

(MR. JOAQUIM ALELUIA ANTAO)

Identified by:
PAN: ABXPA0432E



Left hand finger impressions of Mr. Joaquim Aleluia Antao



Right hand finger impressions of Mr. Joaquim Aleluia Antao



SIGNED, SEALED AND

DELIVERED by **"the**

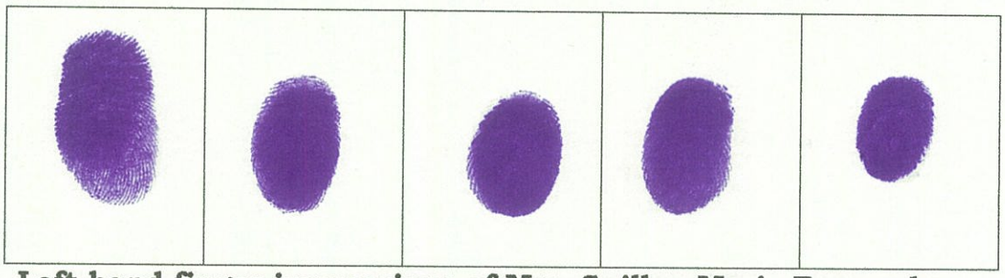
First Land owner

No. 3

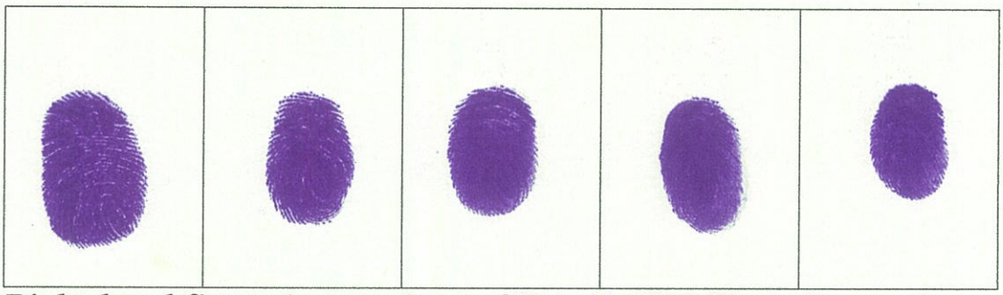
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(MRS. SUILLAN MARIA FERNANDES)

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Left hand finger impressions of Mrs. Suillan Maria Fernandes



Right hand finger impressions of Mrs. Suillan Maria Fernandes

S. Fernandes



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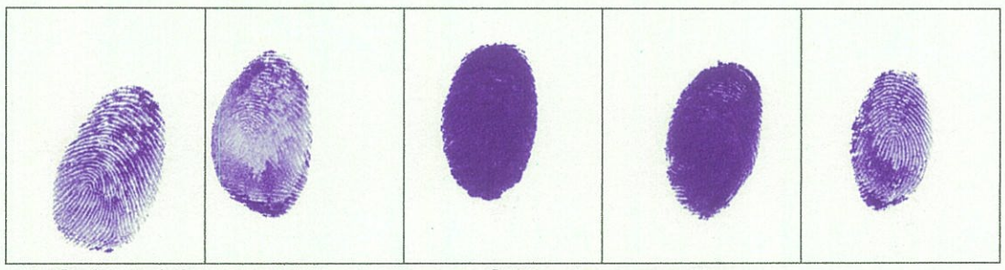
First Land owner

No. 4

(MR. ANTONY JORGE)

Identified by:

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Left hand finger impressions of Mr. Antony Jorge



Right hand finger impressions of Mr. Antony Jorge



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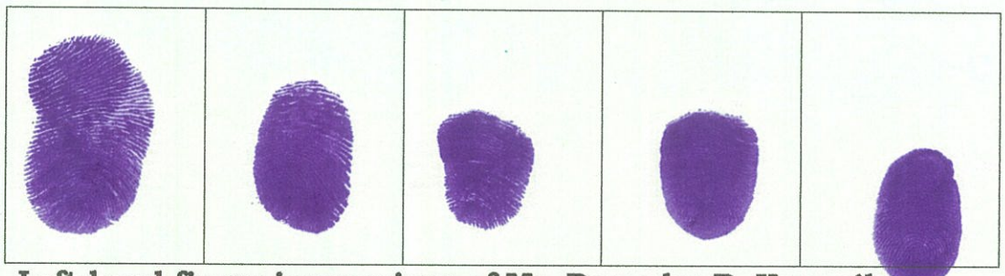
DELIVERED by **"the POA**

Of the Second Land

owner Nos. 1 & 2

(MR. DAMODAR R. KANNAIK)

Identified by:
PAN: ANIPK8022D



Left hand finger impressions of Mr. Damodar R. Kannaik



Right hand finger impressions of Mr. Damodar R. Kannaik



SIGNED, SEALED AND

DELIVERED by **"the**

Builder/ Developer

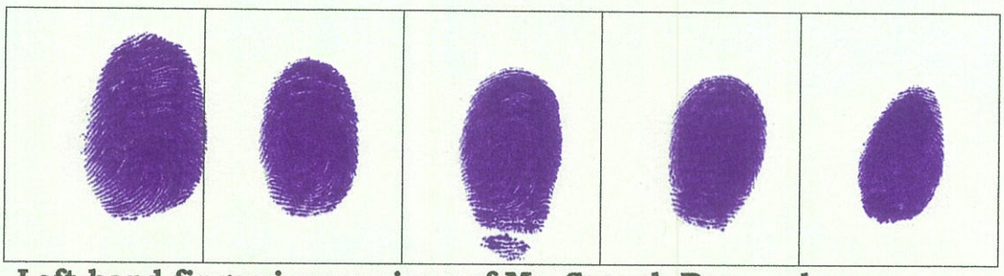
Nos. 1

(MR. SURESH RAVEENDRAN)

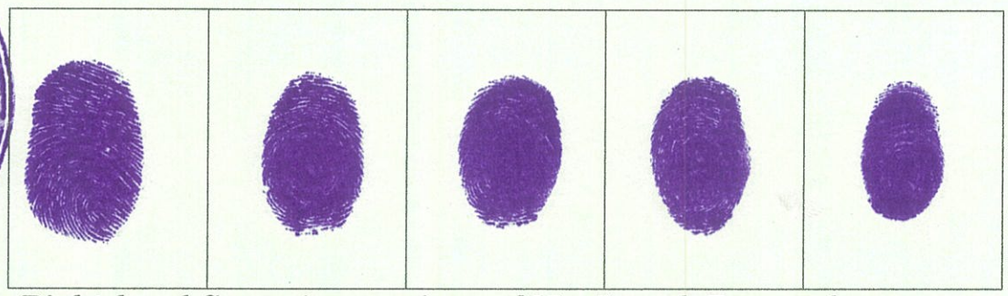
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DL NO: GA 05 20040000314

Issued on: 19-02-2004



Left hand finger impressions of Mr. Suresh Raveendran



Right hand finger impressions of Mr. Suresh Raveendran



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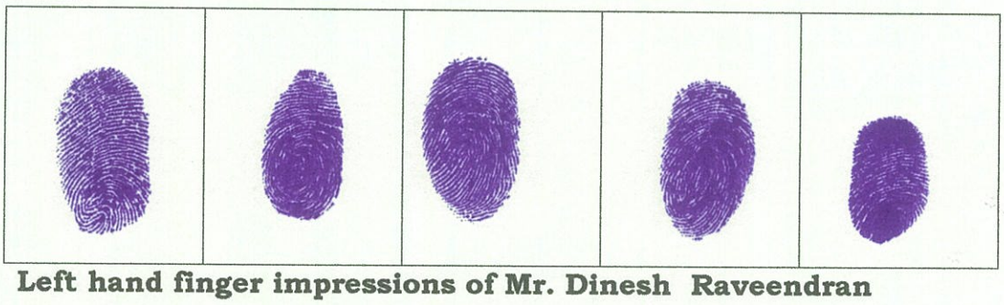
Builder/ Developer

Nos. 2

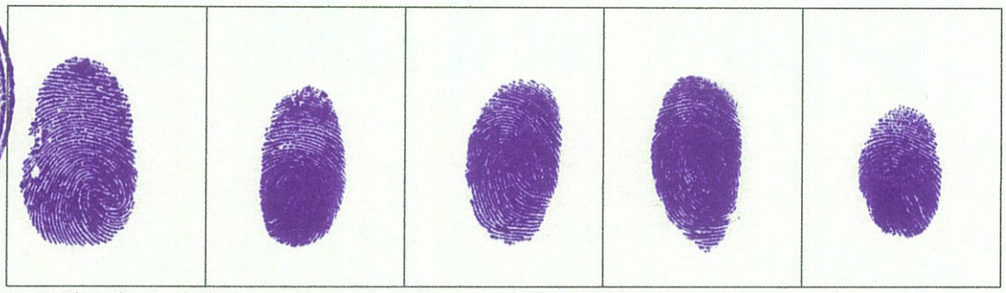
(MR. DINESH RAVEENDRAN)

Identified by:

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Left hand finger impressions of Mr. Dinesh Raveendran



Right hand finger impressions of Mr. Dinesh Raveendran

S. Fernandes

Witnesses:

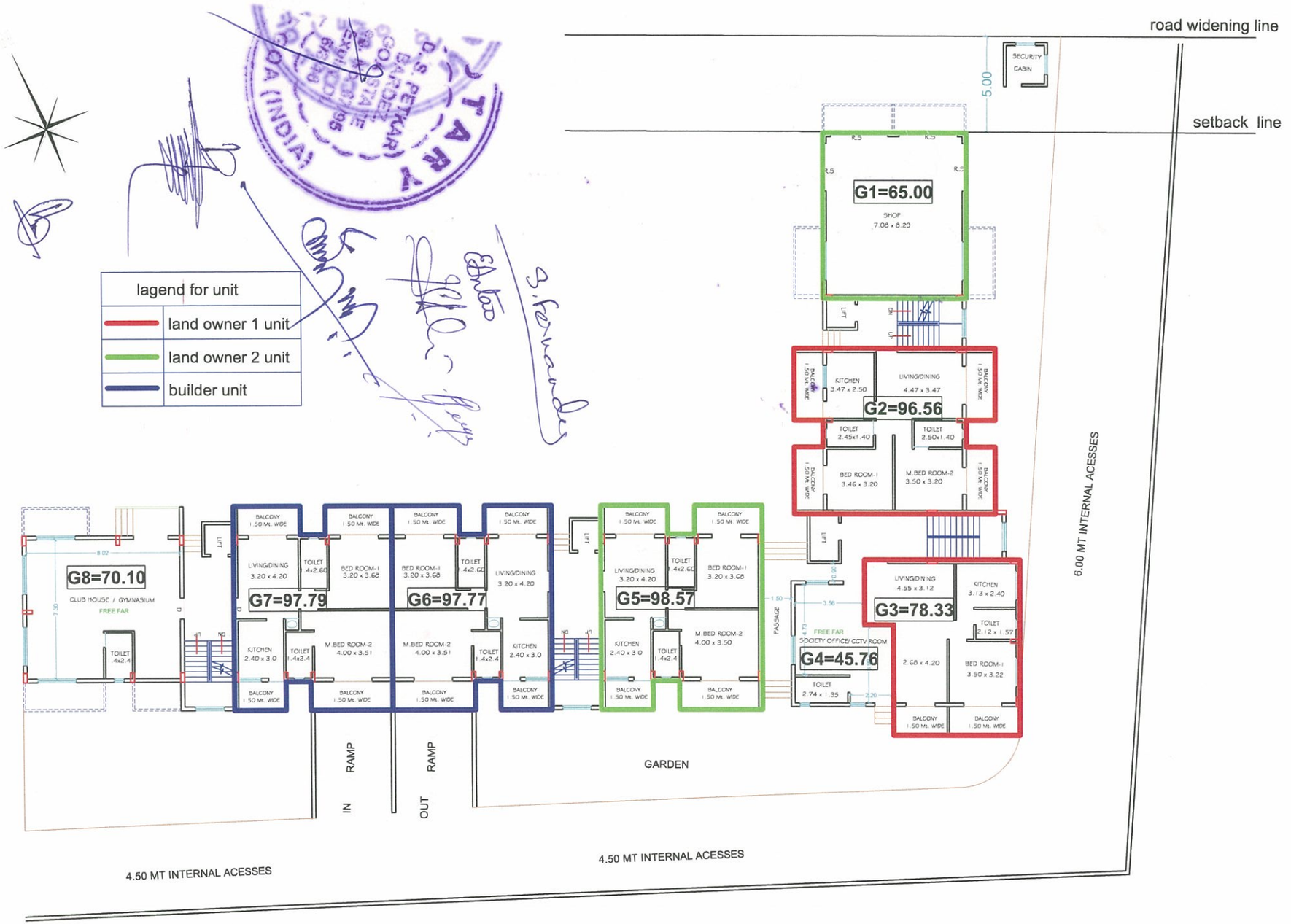
1. _____ (Sanjay. V. Tari)

2. _____ (Santosh Kandolkar)

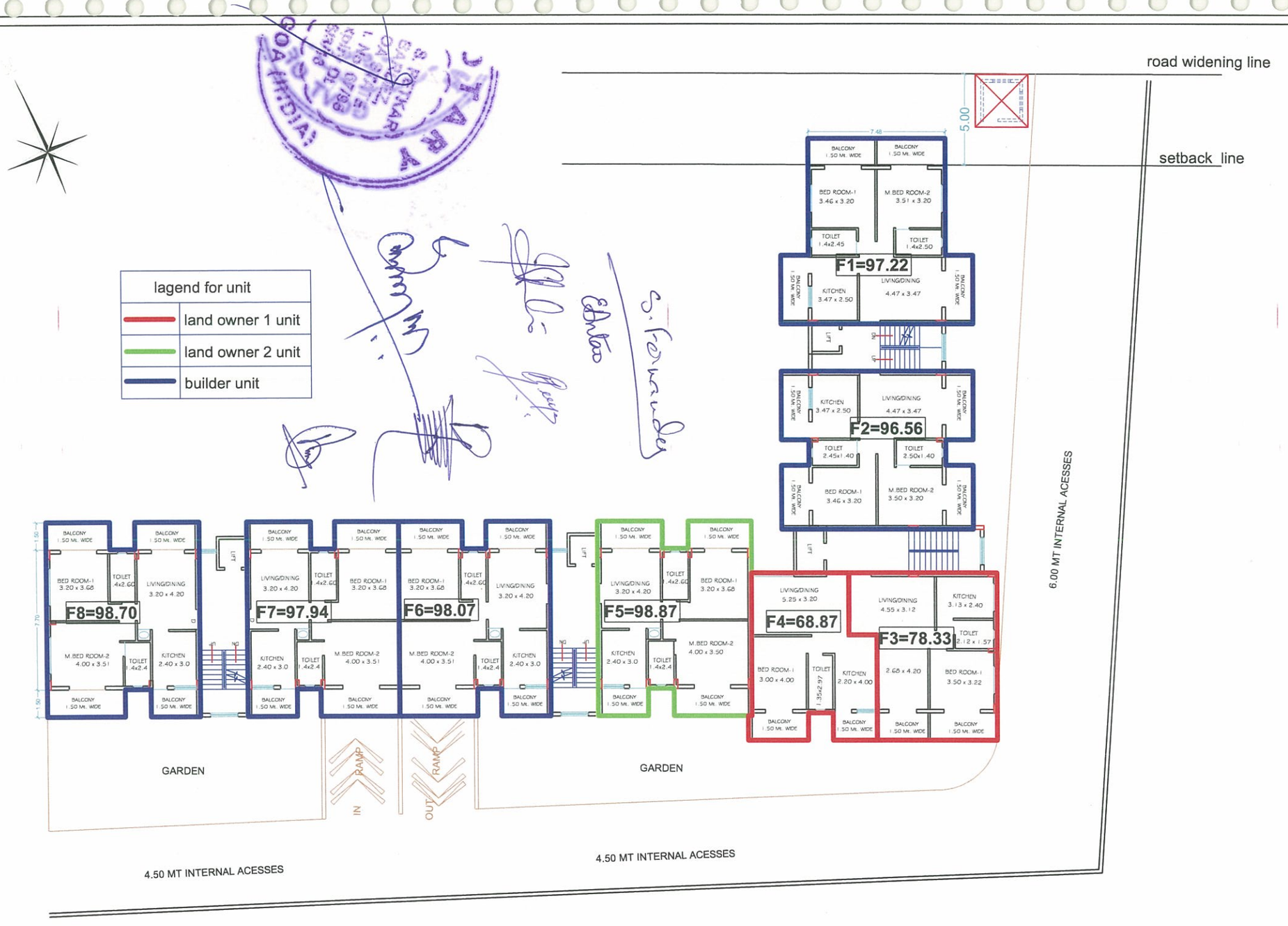
D. S. PETKAR
B. A. L. L. B
Notary Reg. No: 67/95
Sr. No: .....



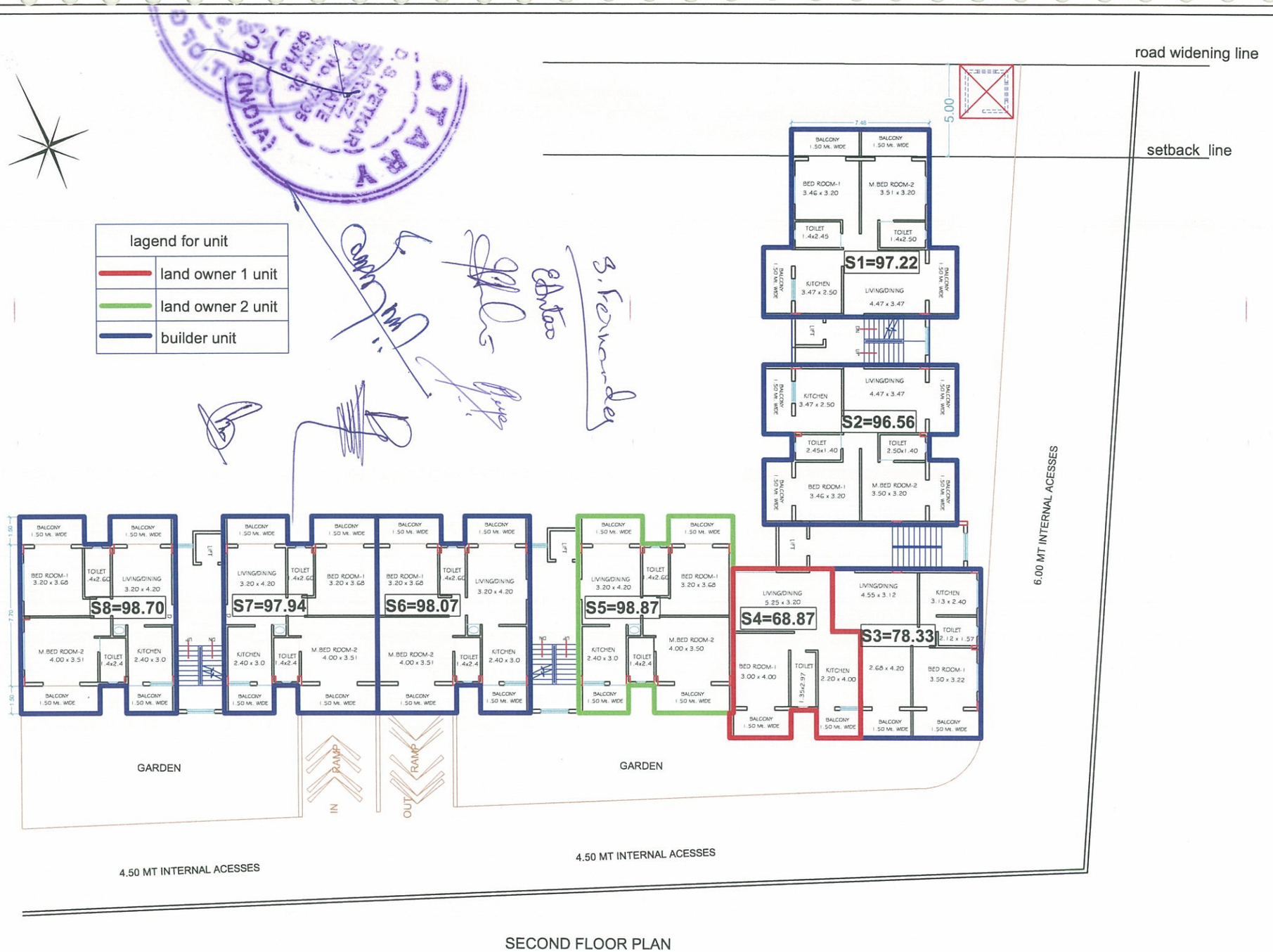
S. Fernandes E. Dias



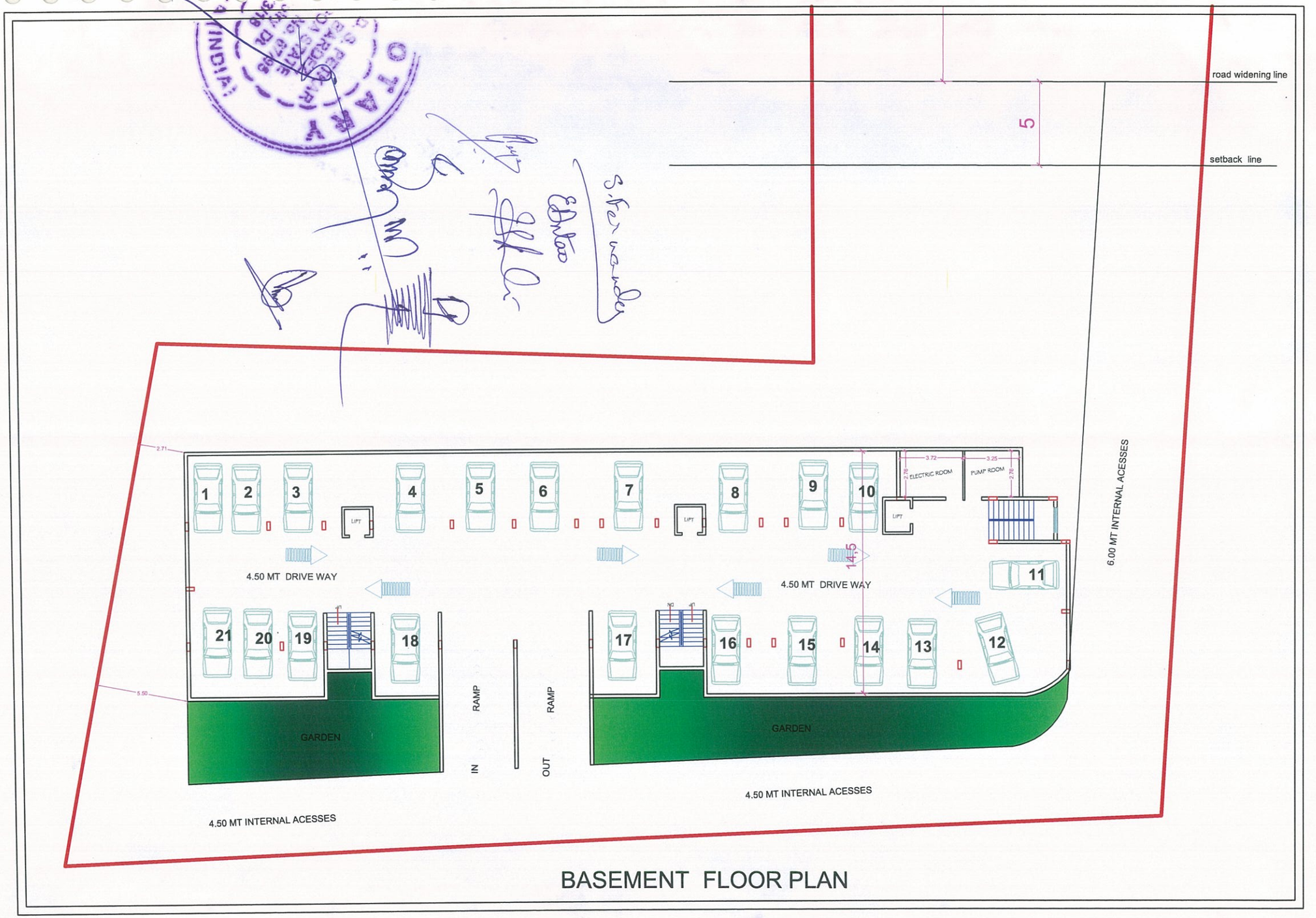
GROUND FLOOR PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



BASEMENT FLOOR PLAN