

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



गोवा GOA

No. 4001
Place of Vendor, Panaji 21/1/19
Residence of Vendor
Purpose Agreement Name of Father Pravara
Transacting Parties:

496968

Signature of Stamp Vendor
Signature of Vendor
CIP/MEN/747/39

AGREEMENT FOR DEVELOPMENT CUM SALE

THIS AGREEMENT FOR DEVELOPMENT CUM SALE is made and executed at Panaji Goa on this 18th Day of the Month of January of the year Two Thousand and nineteen (18.12019) BETWEEN (1) MR. CARMINO AGNELO D'SOUZA, S/o Mr. Luis D'Souza, age 44 years, married, businessman, having PAN CARD

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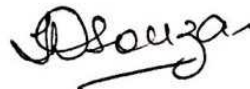
bearing No. AGXPD4481B and Aadhar Card No.8475 7583 4816, Indian National and his wife (2) MRS.THERESA C. D'SOUZA, D/o Mr. Teofilo Sebastiao Fernandes, age 38 years, housewife, Indian National, having PAN CARD No. AAHPF66007K and Aadhar card No.7277 0198 4205, both residing at H. No. 123, St. Roque Vaddo, Colvale, Bardez, Goa and both collectively hereinafter referred to "OWNERS"(which expression shall, repugnant to the context or meaning, mean and include their heirs, executors, administrator, successor, legal representatives and assigns of the **FIRST PART**

AND

"M/S RAJIV BUILDERS", a proprietary concern OF Mr. Rajiv Raghavan Pillai, having its office and residence at H.F-2, Rich Builders Paradise, Alto, St. Cruz, Bambolim Goa and represented herein by its sole proprietor MR. RAJIV RAGHAVAN PILLAI, PAN No.AENPP6303G and Aadhar card No.498783089038, son of Raghavan Pillai, age 53 years, Occupation Business, Indian National hereinafter shall be referred to as the "DEVELOPER", which expression shall, repugnant to the context or meaning, mean and include his heirs, executors, administrator, successor, legal representatives and assigns of the **SECOND PART**.

WHEREAS:

1. There exists an independent plot of land of the property known as "MUSIR" also known as "MUSSICHEM BATTA", also known as "TOLLIACHEM BATTA" situated in the village of Colvale, Bardez. Goa and which plot is surveyed under new Survey No. 83/1B of



village Colvale, and admeasuring an area of 1350 sq.mts, which plot is hereinafter referred to as "The Said Plot" and which is more particularly described in Schedule written below and is delineated on the plan annexed hereto.

2. The said plot is the part of the entire property known as "MUSIR" also known as "MUSSICHEM BATTA", also known as "TOLLIACHEM BATTA" situated in the village of Colvale, Bardez, Goa, surveyed under Survey No. 83/1 of Village Colvale, Bardez Goa and previously described in the Land Registration Office of Bardez under the number 26902 at page 97 overleaf of B 69, and inscribed in the land Matriz as one third part of the number one thousand and seventy eight of the first circumscription, which entire property is hereinafter referred to as "The Said Entire Property".
3. The Said Entire Property" originally belonged to one Mr. Jose Baptista Pascoal Fernandes also known as Mr. Domingos Baptista Pascoal Fernandes and he by deed of sale and discharge dated 14.2.1952 duly registered at pages 37 onwards of the Book No.521 of then Notary of the Judicial Division of Bardez, Dr. Dioeo Jose Conceicao das Dores Lobo, sold the said property to Mrs. Luciana Lobo, wife of Jose Simao Noronha and thus she became the owner of said entire property.
4. Said Mr. Jose Simao Noronha died on 26.2.1974 and his wife Mrs. Luciana Lobo alias Lucy Noronha died on 15.1.1999, and upon

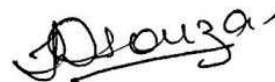


their death Said Entire Property devolved upon their sole and universal heir two sons namely (1) Mr. Gregorio Noronha and (2) Mr. Fortunate Vicente Noronha alias Fortunate Vicent Noronha.

5. Said Mr. Gregorio Noronha died on 21.3.2010 as bachelor and Mr. Fortunate Vicente Noronha died on 4.10.2012 leaving behind his wife Mrs. Maria Veronica Fatima Noronha as their moiety holder and sole and universal heir respectively, which fact is declared vide Deed of Succession dated 14.11.2012, drawn and registered in the Office of the Notary Ex-Officio of Quepem, recorded at pages 11 onwards of the Notarial Book (Deed) No. 597.

6. By order dated 5.11.2012 of the Deputy Collector & S.D.O. of Bardez passed in Case No.15/113/2012/PART/LAND, the said plot admeasuring an area of 1350 sq.mts was partitioned from "The Said Entire Property" and is allotted separate and independent survey No.83/1-B of village Colvale, Bardez Goa.

7. Said earlier owner of said plot admeasuring an area of 1350 sq. mts. namely Mrs. Maria Veronica Fatima Noronha alias Maria Veronica Fatima Fernandes, widow of late Gregorio Norohna, by deed of sale dated 17.12.2012, duly registered in the office of Sub-Registrar of Bardez at Mapusa under No.BRZ-BK1-05495-2012, CD No. BRZD415 on 24.12.2012, sold the said plot to the "OWNER" No.1 herein namely Mr. Carmino Agnelo D'Souza and thus he became the owner in possession of said plot.



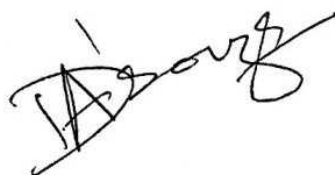
8. Upon purchase of said plot the OWNERS at serial No.1 namely Mr. Carmino Agnelo D'Souza got his name mutated in survey records in respect of the said plot and his name now figures in survey record form No.I &XIV in respect of said plot.

9. The OWNER at serial No.1 namely Mr. Carmino Agnelo D'Souza is married to the OWNER at serial No.2 namely Mrs. Theresa C. D'Souza under the law of communion of assets is therefore made party to the present agreement.

10. MR. CARMINO AGNELO D'SOUZA and his wife MRS.THERESA C. D'SOUZA, i.e. the OWNERS herein are now desirous of entrusting their right in the said plot to the DEVELOPER to construct multi-storied buildings comprising of three Blocks i.e. "A", "B" and "C" thereon in consideration to be paid/performed by the DEVELOPER as set out hereinafter.

11. The DEVELOPER herein has thereby offered to develop the said Plot accordingly and the OWNERS herein have also offered to entrust their right in the said plot to the DEVELOPER for development in consideration and on other terms and conditions mutually agreed between the parties.

12. The Parties hereto relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement



and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:-

1. That in consideration of payment of total consideration of Rs.78,00,000/- (Rupees seventy eight lakhs only) and subject to the terms and conditions hereinafter contained in this Agreement, the Owners have agreed to allow the Developer and the Developer has agreed to develop the said plot and construct buildings in the said plot of the owners which plot is more particularly described in the **SCHEDULE-I** and shown in the plan hereto annexed.

2. The consideration of Rs.78,00,000/- (Rupees seventy-eight lakhs only) to be paid to the owners has been agreed to be paid by the Developer to the Owners in the following manner: -

i) The Developer shall construct for the Owners and transfer in favour of the owners the Block "A" Building consisting of Eight (8) flats totally admeasuring an of 264.16 Sq. mts. Built up area, which Building Block "A" and the flats are delineated on the plan annexed hereto and area shown in the statement.

3. In Pursuance to the aforementioned Agreement and in consideration of allotment of entire Block "A" Building consisting

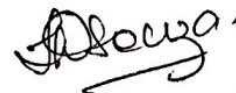
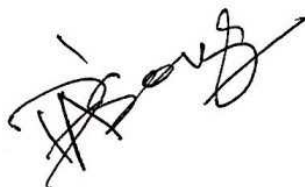


of Eight (8) flats totally admeasuring an of 264.16 Sq. mts. Built up area which is to be paid in kind, the OWNERS hereby hand over peaceful, vacant, public possession of the said plot to the DEVELOPER in order to carry out the commencement and completion of the project as contemplated in this Agreement.

4. The DEVELOPER has been provided by the OWNERS with certified copies of the documents pertaining to the said plot and the DEVELOPER has accepted to develop the said plot taking into consideration the normal risks involved. The DEVELOPER, however, shall not commence any work on the said property unless and until all necessary N.O.C.'s licenses, etc., are obtained and a copy of such NOC and licenses are given to the OWNERS for their records/references with due acknowledgement/s.

5. The Developer at his own cost and expenses shall construct for the Owners, and deliver to them free and vacant possession of all that Block "A" Building consisting of Eight (8) flats totally admeasuring an of 264.16 Sq. mts. Built up area and the Owners shall have exclusive rights of ownership and possession of the same and shall also be entitled to sell and dispose of the same as they may decide and appropriate the consideration for themselves.

6. The plans for the premises mentioned above are strictly subject to the approval by the concerned authorities in case, the approval is not given or plans have to be modified, the terms will be modified

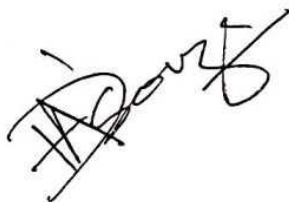


accordingly, however it will not have any effect on the consideration paid in kind i.e the Block "A" Building consisting of Eight (8) flats totally admeasuring an of 264.16 Sq. mts. Built up area promised to the owners and as agreed under this Agreement and more clearly shown on the plan annexed hereto.

7. The premises for the Owners shall be as per the specifications hereto annexed in schedule-II. The Owners shall not be entitled to demand any additional specifications as a matter of right. However, if the Developers at the request of any Owners agree to give any additional amenities beyond the specifications annexed hereto, the same shall be provided on payment in advance of extra cost thereof by the concerned Owners at such additional price as may be specified by the Developers as per the prevailing market rates. Should there be any rise in the FAR, the benefit of the same would accrue solely to the Developer and the Owner shall have no claim, interest or benefit of whatsoever nature in such increased FAR.

8. The Owners have today authorized the Developers to prepare and obtain development permission, approval of plans, construction license and all other required permissions, to enter upon the said property.

9. Subject to approval of the plans, the Developers in their own name shall be entitled to enter into agreement for construction or Sale of other flats in Block "B" and "C" or other premises to be

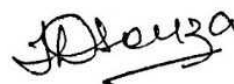


constructed in the said plot. The Developers shall alone deal with the prospective purchasers of the said remaining flats in the said project and will be at liberty to sell any flats or any other premises to any buyer at such price as they may think fit and the Developers shall appropriate the consideration for themselves. Such consideration shall be income of the Developers. Pending completing of this scheme of building as proposed, the Developers shall be deemed to have authority to enter into or sign any such agreement with third parties independently with the prospective purchasers of the flats/shops or other premises.

10. The Owners shall execute in favour of the Developer or its nominees individual Sale Deeds conveying proportionate rights in the land proportionate in respect of the remaining flats/shops in Block "B" and "C" constructed in said plot in favour of developer or such person/s as designated by the Developer.

11. The Developers shall complete the construction of the Building Block "A" consisting of Eight (8) flats totally admeasuring an of 264.16 Sq. mts. Built up area for the Owners within 24 (twenty four) months after the owners obtaining the Development permission from the Town & Country Planning and Construction License from Panchayat and other concerned authorities.

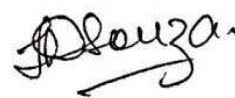
12. In case of delay in completion of construction of Building Block "A" consisting of Eight (8) flats totally admeasuring an



of 264.16 Sq. mts. Built up area for the Owners due to unavoidable circumstances beyond the control of the Developers such as shortage of building materials, was civil commotion, acts of God, notices or orders from Courts or other authorities or changes in law or rules applicable or any unforeseen act or happening etc. the Developers shall be entitled to reasonable extensions of time as may be mutually agreed for a period of not more than twelve (12) months as and when occasion demands.

13. In case the Building Block "A" consisting of Eight (8) flats totally admeasuring an of 264.16 Sq. mts. Built up area for the Owners is completed and Occupancy Certificate from the Village Panchayat is obtained, the Developer shall intimate the Owners, who shall take possession of the said premises within one week of such notice. The Developer shall be deemed to have fully performed its obligations towards the Owners under this agreement, by sending them the said notice of completion of said premises.

14. Commencing a week after notice in writing is given by the Developer to the Owners that the said Building Block "A" consisting of Eight (8) flats totally admeasuring an of 264.16 Sq. mts. Built up area for the Owners are ready for use and occupation, the Owners shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said flat) of outgoing in respect of the said land and buildings namely house tax, local taxes, infrastructure taxes, betterment charges and



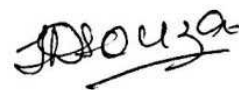
water charges or such other levied by the concerned local authorities and/or Government water charges, insurance.

15. The Developers shall give test report and file necessary applications with the electricity department and PWD for electricity and water supply in respect of said Block "A" to be allotted to the owners. The Developers shall arrange to obtain electricity connection and water connection for the said shops and flats of the Owners. However, the Security deposits shall be borne by the Owners.

16. The DEVELOPER shall register the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority.

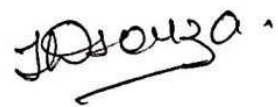

17. The Owners agree that in the event of any dispute between the Owners and Developer in respect of the proposed development /scheme, the Owners shall not seek to restrain or obstruct the construction, completion and delivery of flats in buildings/ blocks wherein even a single unit has been sold/agreed to be sold by the Developer to third party/parties prior to the time of such a dispute.

18. The Developer shall name the proposed scheme which shall not be changed at any time in future even after the transfer/ assignment/ conveyance of the proportionate share of the property, premises, buildings and plot to the Developer and/or its nominees or other entity except with the written permission of the Owners and in case any



Housing Society or other Association or legal entity is formed, the same shall be titled with the said name.

19. The Developers or their nominees may obtain finance from any Bank, financial institution or other source for the purpose of the project and for this purpose, mortgage or charge the premises or the proposed building thereon or any part thereof except the Building Block "A" which is reserved for the owners along with the proportionate undivided share of land/property corresponding to the said premises.
20. The OWNERS agree and covenant with the DEVELOPER that the DEVELOPER is hereafter entitled to do all whatsoever is incidental, ancillary and/or necessary for the commencement and completion of the project.
21. If at any time, any person raises any claim or lawfully stops the development and construction work on the said plot on grounds of co-ownership, similar rights, the Owners undertake at their own cost and expenses to settle the matter and indemnify the affected parties
22. By virtue of the Development Agreement the Developer shall have sole and exclusive right to sell the Apartments/Built up areas/commercial premises in Block "B" and "C" building/s to be constructed by the Developer on the said plot and to enter into

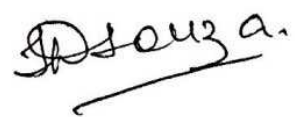


Agreement/s with the Purchaser(s)/s of the Apartments and to receive the sale consideration in respect thereof.

23. The OWNERS shall submit plans and applications in his own name undertake to give all such NOC as and when necessary and/or called upon to do so by the DEVELOPER or its authorized agents.

24. The full and final consideration due and payable to the OWNERS by the DEVELOPER shall be in kind and on handing over possession of the said Building Block "A" along with the occupancy certificate which shall constitute a good and valid discharge to the DEVELOPER of all its liabilities under this Agreement for every purpose of law and equity. On the delivery of the aforesaid consideration to the OWNERS, the DEVELOPER shall no longer be liable towards the OWNERS in any manner whatsoever and the OWNERS undertake and covenant not to interfere after the completion of the project.

25. The DEVELOPER shall at or before commencement of the project or at any time thereafter if necessary be entitled to raise funds from financial institutions, banks, nationalized or otherwise by obtaining Project loan, without mortgaging the Owner's plot which is described herein below in Schedule-I and the OWNERS undertake to give their consent to complete all such formalities of mortgage if the institution/s or bank so require. The DEVELOPER hereby undertakes to lift/vacate any lien over the consideration set out in the



schedule II and releases the same before handing/delivering it to the OWNERS. However, the OWNERS will not be liable to any such dues to any individual or body even in the event the project does not materialize.

26. The DEVELOPER shall be entitled to enter into Agreements for sale of the units namely flats/shops in the said project (except the said Building Block "A" to be allotted to the OWNERS as per Schedule II hereto) with prospective purchasers by receiving moneys and further giving receipts for the same with or without the concurrence of the OWNERS which shall constitute good and valid discharge for every purpose of law and equity. These Agreements shall be executed by the DEVELOPER at its sole discretion and risk if any and the OWNERS shall in no way be liable to any extent whatsoever for any money or moneys received by the DEVELOPER.

27. The OWNERS shall join as members of the co-operative society or limited company or such other association of persons, etc. that may be formed among purchasers of the units in the project by paying the necessary fees thereon which formation shall be the sole discretion of the DEVELOPER and the OWNERS shall concur on all such decision taken by the DEVELOPER.

28. The specification of the consideration due and payable to the OWNERS shall be standard in every respect and in absolute consonance with those mentioned in Schedule III hereunder



written which the OWNERS have pursued and accepted with no modification, alternations and/or additions of any nature whatsoever.

29. The DEVELOPER shall be entitled to suspend any or all works of construction of the Project if any of the terms of this Agreement are violated; if the OWNERS have wilfully made any misrepresentations and in such circumstances, the DEVELOPER may rescind this Agreement and recover all the expenses, costs, investments, etc. from the OWNERS without prejudice to all other remedies available to it in law as well equity.

30. It is declared and agreed that these presents shall not be treated as a conveyance or demise or transfer of any right or title or interest in the said property of the OWNERS to the DEVELOPER excepting the right to develop, enter into Agreements for Sale, Construct multi-storied building and these presents shall empower the DEVELOPER to do all acts, things and deeds expressly provided herein and shall be constrained in the Power of Attorney executed which shall be executed before the sub registrar.

31. All legal expenses in connection with the Project until completion shall be borne by the DEVELOPER and all such decisions shall be actively supported by the OWNERS which will be based purely on legal advice.



32. The OWNERS shall co-operate with the DEVELOPER with utmost earnest and shall cause no hindrance whatsoever unless there has been or is any wilful lapse on the part of the DEVELOPER.

33. The DEVELOPER undertakes to clear all debris from the said plot after completion of construction and leave the said plot clean with proper drainage and access.

34. The DEVELOPER shall on completion of the building Block "A" shall arrange to execute an appropriate deed or document transferring the said Block "A" Building in favour of the OWNERS so as to constitute the same as the consideration as agreed in the Agreement.

33. Time is essence of this agreement and the Developer shall abide by the time schedule for completing the project.

(SCHEDULE OF SAID PLOT)

All that plot of land of the property known "MUSIR" also known as "MUSSICHEM BATTA", also known as "TOLLIACHEM BATTA", admeasuring an area of 1350 sq. mts. situated in the village of Colvale, North Goa District, Bardez. Goa, situate within the limits of village Panchayat of Colvale, being part of the entire property surveyed under Survey No. 83/1 of Village Colvale, Bardez Goa and previously described in the Land Registration Office of Bardez under the number 26902 at page 97 overleaf of B 69 in the Land Registration office of Bardez, and enrolled in Taluka Revenue office



as one third part of the number one thousand and seventy eight of the first circumscription and at present said plot is surveyed under No.83/1-B of village Colvale and is bounded as follows:

On the East: By the road.

On the West: By the road.

On the North: By survey No.83/1A.

On the South: By survey No.83/1(Part).

SCHEDULE II
(SPECIFICATION)

(a) FOR THE FLATS

i. The Structure:

It is a R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be brick masonry and the external walls will be brick/laterite masonry.

ii. Plaster:

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

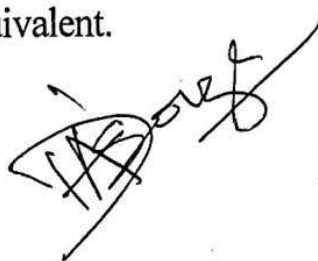
iii. Flooring:

The flooring will be of vitrified tiles or equivalent. Toilet dado and floor will have ceramic tiles or equivalent. The average landing cost of the tiles will be Rs80/- per sq.. feet.

iv. Doors & Windows:

All doors will have teakwood frames or equivalent and flush/teak shutters or equivalent. Window frames and shutters will be of aluminium or UPVC equivalent.







vi. Internal Decor:

The walls will be painted with oil bound distemper, ceiling with white wash.

vii. External Decor:

External walls will be painted with cement paint.

Viii. Water Tanks:

A common underground sump with a common electric pump and a Common overhead tank will be provided.

ix. Plumbing & Sanitary:

Soil, waste and water pipes will be partially concealed. White glazed European W.C. units will be provided with flushing system. The sanitary installations will be in accordance with Municipal specifications. One shower and one wash basin will be provided in each toilet.

x. Electrical Installations:

The electrical wiring will be concealed. In the living cum dining room four light points, two fan points and three plug points will be provided. The bedroom will have two light points, one fan point and one plug point. Small pantry one 15 amps point and one 5 amps point. Toilets will have one light point each. One bell point will be provided.

In witness whereof, the parties hereto have signed this agreement on the date, month and the year first hereinabove mentioned.



SIGNED AND DELIVERED BY
THE WITHIN NAMED VENDOR
NO.1 MR. CARMINO AGNELO
D'SOUZA.



LHFE






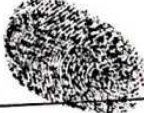




RHFE

SIGNED AND DELIVERED BY
THE WITHIN NAMED VENDOR
NO.2 MRS.THERESA C.
D'SOUZA.



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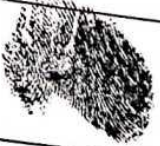









SIGNED AND DELIVERED BY
THE WITHIN NAMED
DEVELOPER MR. RAJIV
RAGHAVAN PILLAI

-21-



LHFE

RHFE

Witnesses:

1.

2.

