

(RUPEES FOUR LAKHS FORTY THREE THOUSAND SEVEN HUNDRED ONLY)

Citizencredit co-operative Bank Ltd.

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STAMP DUTY

GOA

Mapusa Branch,

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NON JUDICIAL

Shop No.G-1,Ground Floor,Block D-1,



Rs ≈ 0443700 ≈ -7.2.2020

Boshan Homes,

Mapusa, Goa - 483 987

365430

GOA

D-5/STP(V)/C.R./35/11/2013-RD

INDIA

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2295C09 4969 6047 603522

For CITIZENCREDIT™
CO-OP BANK LTD

Penandis
Authorized Signatory

Name of Purchaser ALBERT D'SILVA

2020-BRZ-867

26/2/2020



AGREEMENT FOR DEVELOPMENT AND SALE

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Albert D'Silva
Mapusa
Ameyua

Chulka
Geetanjali

THIS AGREEMENT FOR DEVELOPMENT AND SALE, made at Mapusa on this 10th day of the month of February, Two Thousand Twenty (2020); **BETWEEN:**

(1) **MR. MANGALDAS SHAMBHU GAD**, son of Shambhu Gad, 50 years of age, married, business, Indian National, having PAN bearing Card No. [REDACTED], Adhar Card No. [REDACTED], Mobile No. [REDACTED] and his wife (2) **MRS. ANNAPURNA MANGALDAS GAD**, wife of Mr. Mangaldas Shambhu Gad, 44 years of age, married, housewife, Indian national, having PAN Card No. [REDACTED], Adhar Card No. [REDACTED], Mobile No. [REDACTED] both resident of "Sneha Shambhu", H. No. 1/307/G, Ferria Bhat, Dangu Colony, Mapusa, Bardez, Goa, (3) **MR. UMESH SHAMSUNDER TIVREKAR**, son of Shamsunder Tivrekar, 53 years of age, married, business, Indian National, having PAN bearing Card No. ADGPT5812L, Adhar Card No. 951740910702, Mobile No. 8806229999 and his wife (4) **MRS. GEETANJALI UMESH TIVREKAR**, wife of Mr. Umesh Shamsunder Tivrekar, 44 years of age, married, housewife, Indian national, having PAN Card No. [REDACTED], Adhar Card No. [REDACTED], Mobile No. [REDACTED] both resident of H. No. 70, Khorlim, Mapusa, Bardez, Goa, all collectively hereinafter be referred to as the **"VENDORS/OWNERS"** (which term and expression shall, unless repugnant to the context or meaning thereof be deemed to mean an include his/her/their respective heirs, successors, legal representatives, administrators, nominees, assigns, executors or any other person/s legally, equitably or otherwise claiming through him/her/them) of the **FIRST PART; AND:**

M/S ST. ANTHONY CONSTRUCTIONS BUILDERS & DEVELOPERS, a Registered Partnership Firm, under Indian Partnership Act, 1932, having Income Tax PAN No. [REDACTED],

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having its office Flat No. 204, Olinda Heights, Peddem, Mapusa, Bardez, Goa, represented by its Partners, (1) **MR. JOHNSON D'SILVA**, age 54 years, son of Mr. Camilo D'Silva, married, business, Indian National, having PAN Card No. [REDACTED] residing at H.NO. 371, Baga, Ambelim, South Goa -403723 (2) **MR. DEMINO LOYOLA MARIO DACRUZ** alias **DEMINO LOYOLA MARIO D'CRUZ**, age 53 years, son of late Mr. Hipolito Antonio Da Cruz, married, business, Indian National, having PAN Card No. [REDACTED], residing at H.NO. 429, Baga Ambelim, Velim, South Goa -403723 and (3) **MR. ALBERT D'SILVA** age 46 years, son of late Mr. Salvador D'Silva, married, business, Indian National, having PAN Card No. [REDACTED] residing at H.NO.129/F, Boa Vista, Bastora, Bardez, North Goa - 403507, hereinafter referred to as "**PURCHASER /DEVELOPER**" (which term and expression shall include its nominees, assigns, executors, successors, administrators and/or representatives) of the **SECOND PART; SHOWETH:**

WHEREAS the partners No. 1 & 2 of the Purchaser herein are represented by its partner, Partner No. 3 through its duly authorized power of attorney dated 13/06/2019, duly executed before, Y. Zuzarte, Advocate & Notary at Mapusa, under registration No. 6593/2019.

AND WHEREAS earlier there exists a immoveable properties known as "VISSOL", or "CHAMCARBATA", or "KARMALI BHOM", situated at Cunchelim, Mapusa, Bardez, Goa, within in the jurisdictional limits of the Mapusa Municipal Council, Registration Sub-District of Bardez of the State of Goa, surveyed under P.T. Sheet 13, Chalta No. 61/11, 61/12 and 61/13, admeasuring an area of 1400 Sq. Mts., 875 Sq. Mts., and 1125 Sq. Mts., respectively of City Survey Cunchelim (Mapusa), Bardez, Goa,

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which all three Described in the Land Registration No. 23240 and 23241 at pages 38V of Book B-60 (N) and found enrolled in the Taluka Revenue Office under No. 803 and 696, which properties hereinafter referred to as the "WHOLE PROPERTY", for brevity sake.

AND WHEREAS in terms of Deed of sale dated 23/5/1988, under registered No. 690, Book No. I, Vol. No. 31, dated 20/06/1989, duly registered in the Office of the Sub-Registrar of Bardez at Mapusa, one Mr. Gajanan Arjun Harmalkar purchased the Whole Property from Mr. Antonio Bomfilio Braganca and his wife along with other properties.

AND WHEREAS the Whole Property was inscribed in favour of on Mr. Caitano Joao Celestino Braganca under No. 39017 at folio No. 136 of Book G-42, who along with his wife Clotildes Pinto e Braganca sold the same to one Ms. Arcanja de Braganca, who in turn gifted the same to Antonio Bomfilio Braganca in terms of Deed of Sale, Discharge of the Price and Gift dated 6/08/1958 at folio No. 59 to 61 reverse of Book No. 584.

AND WHEREAS the said Mr. Gajanan Arjun Harmalkar along with his wife subsequently sold the Whole Property to Mr. Rajendra Purushottam Halarnkar vide Deed of sale dated 23/07/1991, under registered No. 2278, Book No. I, Vol. No. 133, dated 26/12/1991, duly registered in the Office of the Sub-Registrar of Bardez at Mapusa.

AND WHEREAS the said Mr. Rajendra Purushottam Halarnkar along with his wife sold the Whole Property to the Vendor No. 1 & 3 herein, Mr. Bhanudas Dongre Besre, Mr. Premanand Kamlakant Diukar, Mr. Deepak Vishnudas Dangui and Mr. Sanjeev Vaman Swar, consists of Three Plots vide three different Deeds of sale viz., Deed of Sale dated 20/10/1993, under

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registered No. 447, Book No. I, Vol. No. 236, dated 09/06/1994, Deed of Sale dated 20/10/1993, under registered No. 446, Book No. I, Vol. No. 236, dated 03/06/1994 and Deed of Sale dated 19/10/1993, under registered No. 448, Book No. I, Vol. No. 236, dated 09/06/1994, all duly registered in the Office of the Sub-Registrar of Bardez at Mapusa:

AND WHEREAS the Whole Property was purchased by the Vendor No. 1 & 3 herein, Mr. Bhanudas Dongre Besre, Mr. Premanand Kamlakant Diukar, Mr. Deepak Vishnudas Dangui and Mr. Sanjeev Vaman Swar, undivided in following proportion as under:

Sr. No.	Particular	Share
1.	Vendor No. 1 herein	2/10 th share
2.	Vendor No. 3 herein	3/10 th share
3.	Mr. Bhanudas Dongre Besre	2/10 th share
4.(i)	Mr. Premanand Kamlakant Diukar,	
(ii)	Mr. Deepak Vishnudas Dangui and	
(iii)	Mr. Sanjeev Vaman Swar	1/10 th share

AND WHEREAS though the Whole Property was purchased undivided in the above proportion subsequently in terms of Deed of Rectification dated 28/10/1997, duly registered in the Office of the Sub-Registrar of Bardez at Mapusa, under No. 2500, Book No. I, Vol. No. 553, dated 09/12/1997, the said parties viz., Vendor No. 1 & 3 herein, Mr. Bhanudas Dongre Besre, Mr. Premanand Kamlakant Diukar, Mr. Deepak Vishnudas Dangui and Mr. Sanjeev Vaman Swar along with the Vendors thereof identified the plot of 248 Sq. Mts., of Mr. Premanand Kamlakant Diukar.

AND WHEREAS subsequently thereafter the whole property consisting of three plots were amalgamated to get the whole property as single unit and was read as new Sub-Division No. 11 of

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Premanand

Survey No. 61 of P. T. Sheet No. 13, admeasuring an area of 3400 Sq. Mts., in terms of order dated 20/09/2005, in Case No.9/ISLR/MPS/AMAL/3/2005/133891, before R. S. Kerkar, Inspector of Survey & Land Records, City Survey Mapusa, Bardez, Goa.

Thus the property bearing new Sub-Division No. 11 of Survey No. 61 of P. T. Sheet No. 13, admeasuring an area of 3400 Sq. Mts., which property is hereinafter referred to as the "**SAID PROPERTY**", for brevity sake, better described in Schedule- I written hereunder.

AND WHEREAS the Vendors herein, Mr. Bhanudas Dongre Besre, Mr. Premanand Kamlakant Diukar, Mr. Deepak Vishnudas Dangui and Mr. Sanjeev Vaman Swar, along with their respective wives divide the Said Property into plots among themselves in terms of Deed of Partition, dated 29/01/2003, duly registered in the Office of the Sub-Registrar of Bardez at Mapusa, under No. 338 at pages 279 to 296 of Book No. I, Vol. No. 985, dated 14/02/2003, accordingly the Vendors herein were allotted Plots "B", "C", "D" and "E", each admeasuring an area of 310 Sq. Mts., along with right to Road referred thereof.

The Plots "B", "C", "D" and "E", totally admeasuring an area of 1240 Sq. Mts., along with right to Road referred thereof, forming part and parcel of the Said Property better described in Schedule - II herein below and delineated in Red colour outline on a plan annexed hereto, collectively hereinafter referred to as the "**SAID PLOT**", for brevity sake.

AND WHEREAS the Vendors on the strength of the above referred documents mutated their names in the records of rights kept under Form "D", of the Said Property, Vendors are thus the absolute owners in physical possession and in title of the Said Plot without any interruption or objection whatsoever from whomsoever till date.

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AND WHEREAS the Vendors have approached the Purchaser so as to develop the Said Plot, for the total consideration of 5 flats and an amount of Rs.2,00,000/- (Rupees Two Lakhs Only) the details of the same is more specified herein below:

(I)

Cash Component
VENDOR NO. 1 & 2

- i) An amount of Rs.49,500/- (Rupees Forty Nine Thousand Five Hundred Only) vide Cheque bearing No. 027763 dated 20/02/2020, drawn on Federal Bank, Mapusa branch to the Vendor No. 1, on which T. D. S. has been paid on 25/02/2020 via Challan serial No.04908, BSR Code 0510308, CIN 051030825022004908, through HDFC Bank.
- ii) An amount of Rs.49,500/- (Rupees Forty Nine Thousand Five Hundred Only) vide Cheque bearing No. 027764 dated 20/02/2020 drawn on Federal Bank, Mapusa branch to the Vendor No. 2, on 25/02/2020 via Challan serial No.04534, BSR Code 0510308, CIN 051030825022004534, through HDFC Bank.

VENDOR NO. 3 & 4

- i) An amount of Rs.49,500/- (Rupees Forty Nine Thousand Five Hundred Only) vide Cheque bearing No. 027765 dated 20/02/2020 drawn on Federal Bank, Mapusa branch to the Vendor No. 3, on which T. D. S. has been paid on 25/02/2020 via Challan serial No.05019, BSR Code 0510308, CIN 051030825022005019, through HDFC Bank.
- ii) An amount of Rs.49,500/- (Rupees Forty Nine Thousand Five Hundred Only) vide Cheque bearing No. 027766 dated 20/02/2020 drawn on Federal Bank, Mapusa branch to the Vendor No. 4, on which T. D. S. has been paid on 25/02/2020 via Challan serial No.04261, BSR Code 0510308, CIN 051000044747750, through HDFC Bank.

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(II)

Kind Component

VENDOR NO. 1 & 2

i) Two double BHK Flats, each admeasuring approx., 105 to 110 sq. mtrs., on the first & third floor, block "A", of the proposed building to be constructed on the Said Plot, jointly to be allotted to the Vendor/Owner No.1 & 2.

VENDOR NO. 3 & 4

i) Three double BHK Flats, each admeasuring approx., 105 to 110 sq. mtrs., on the Second, Third & Fourth floor, block "B", proposed building to be constructed on the Said Plot, jointly to be allotted to the Vendor/Owner No.3 & 4.

Thus the consideration of the total buildup area of the Said proposed flats is valued at Rs.90,00,000/- (Rupees Ninety Lakhs Only), similarly the Said Plot is valued at Rs.61,00,000/- (Rupees Sixty One Lakhs Only), thus the total cash consideration i.e. Rs.2,00,000/- (Rupees Two Lakhs Only) and kind consideration therein for the purpose of the Stamp Duty is valued at Rs.1,53,00,000/- (Rupees One Corer Fifty Three Lakhs Only) and accordingly appropriate Stamp Duty of Rs.4,43,700/- is paid herewith, details of stamp duty and registration fees calculation are as under:

Sr. No.	Particular	Stamp Duty	
		Value	2.9% Stamp Duty
i)	Value of Proposed flats	Rs.90,00,000=00	Rs.2,61,000=00
ii)	Valuation of Said Plot	Rs.61,00,000=00	Rs.1,76,900=00
iii)	Cash Component	Rs.2,00,000=00Rs.5,800=00
Total Stamp Duty paid			Rs.4,43,700=00

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Registration Fees

Sr. No.	Particular	Value	2 % Stamp Duty
i)	Valuation of Said Plot	Rs.61,00,000=00	Rs.1,52,500=00
	Cash Component	Rs. 2,00,000	
ii)	Processing fees	Rs.7,10=00
Total Registration fees paid			Rs.1,53,210=00

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AND WHEREAS the Purchaser/ Developer has published a public Notice which has appeared on the Herald dated 14/05/2019 calling for objections if any for the purchase of the Said Plot and till the execution of this present no any objections whatsoever have been received from anybody and therefore it is presumed that the Said Plot is free from all encumbrances whatsoever and hence the present Agreement is executed by and between the Parties herein.

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. The PURCHASER/DEVELOPER has agreed to Develop and or to purchase the Said Plot from the VENDORS/OWNERS and the VENDORS/OWNERS have agreed for the same for the total consideration (Cash and Kind) of Rs.2,00,000/- (Rupees Two Lakhs Only) and five flats having total built-up area of 525 square meters of super built up area, the details of the same is more specified herein below:

(I)

**Cash Component
VENDOR NO. 1 & 2**

- i) An amount of Rs.49,500/- (Rupees Forty Nine Thousand Five Hundred Only) vide Cheque bearing No. 027763 dated 20/02/2020 drawn on Federal Bank, Mapusa branch to the Vendor No. 1.
- ii) An amount of Rs.49,500/- (Rupees Forty Nine Thousand Five Hundred Only) vide Cheque bearing No. 027764 dated 20/02/2020

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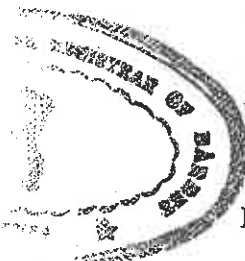
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drawn on Federal Bank, Mapusa branch to the Vendor No. 1.

VENDOR NO. 3 & 4

i) An amount of Rs.49,500/- (Rupees Forty Nine Thousand Five Hundred Only) vide Cheque bearing No. 027765 dated 20/02/2020 drawn on Federal Bank, Mapusa branch to the Vendor No. 3.

ii) An amount of Rs.49,500/- (Rupees Forty Nine Thousand Five Hundred Only) vide Cheque bearing No. 027766 dated 20/02/2020 drawn on Federal Bank, Mapusa branch to the Vendor No. 4.

(II)

Kind Component

VENDOR NO. 1 & 2

i) Two double BHK Flats, each admeasuring appox., 105 to 110 sq. mtrs., on the first & third floor, block "A", of the proposed building to be constructed on the Said Plot, jointly to be allotted to the Vendor/Owner No.1 & 2.

VENDOR NO. 3 & 4

Three double BHK Flats, each admeasuring appox., 105 to 110 sq. mtrs., on the Second, Third & Fourth floor, block "B", proposed building to be constructed on the Said Plot, jointly to be allotted to the Vendor/Owner No.3 & 4.

2. The Vendors/Owners do hereby admit and acknowledges of having been received the consideration referred hereinabove.

3. The VENDORS/OWNERS shall not claim any more or any other consideration in any other form whatsoever other than the consideration agreed herein i.e. the consideration specified in clause 1 & 2 herein above.

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4. The DEVELOPER shall complete the items as stated in Clause 2 within a period of 36 months from the date of receipt of construction licence from the concern municipal council, subject to any act of God, unforeseen events, Vis major, civil commotion, war non availability of any building material or water supply or electric power or result of any notice, rule, order or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the vendor, the vendors shall not incur any liability and shall be entitled to reasonable extension of time from the date of getting the above referred act/s good to complete and deliver the possession of the Said Flat hereinafter described in Schedule given below.

5. In the event of the DEVELOPER failing to complete and deliver the items at Clause 2 within a period of 36 months, the DEVELOPER shall be allowed further extension of time as may be decided by the parties of both the parts to this present.

6. The DEVELOPER has further agreed to deliver the possession of the said items at Clause 2 to the respective VENDORS /OWNERS, within a period of 90 days from the date of obtaining the Occupancy Certificate for the said items, and it is specifically agreed that on the date of delivering possession of the said items in favor of the VENDORS/OWNERS by signing letter of allotment, the VENDORS/OWNERS shall execute the Deed of Sale or any other deed of transfer or conveyance with respect to the undivided right/share in the SAID PLOT in favor of the DEVELOPER or in favor of the nominee/s of the DEVELOPER, prospective buyers of the proposed flats etc.

7. If any of the VENDORS/OWNERS is interested in making any deed of transfer of any of the items in Clause 2, he/she/they shall

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bear all the expenditure including the stamp duty, registration fees, advocate's fees, etc., for drafting and executing the said deed of transfer.

8. The VENDORS/OWNERS shall pay all the outgoings, including electricity charges, house tax, water charges, the maintenance charges of the proposed Complex/Building etc. of their respective items as specified in Clause 2 hereinabove from the date of taking possession of the same.

9. The VENDORS/OWNERS hereby state and confirm that they shall have no right of whatsoever nature in any of the structures in the SAID PLOT, except their right in the flats specified in Clause 2 herein above and all other structures other than items specified in clause 2 it is specifically agreed by the Vendors that all the terraces shall belong exclusive to the DEVELOPER thereby having no rights whatsoever to the Vendors/Owners.

10. The VENDORS/OWNERS shall, on execution of this Agreement, execute a Special Power of Attorney in favour of Partner No. 3 of the Purchaser herein, so to apply for the required licences, to appoint Architects and to do other acts, deeds, and things required to be done under the provisions of the prevailing relevant laws for the development of the SAID PLOT and also to approach the concern municipal council for obtaining approval of plans and commencement, occupation and completion certificates for proposed building/complex, and it is hereby agreed that all licences shall be applied for and obtained in the name of the VENDORS/OWNERS.

11. It is expressly agreed by the VENDORS/OWNERS that if at any time the DEVELOPER amalgamates this property with any adjoining property then he will be entitle to revise the present plan

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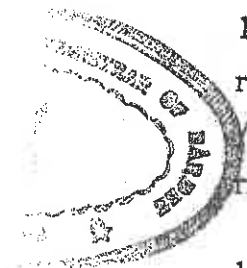
of construction and shall be entitled to extend the same or add floors etc. as per the laws in force, without however affecting any item in Clause 2 or the time allowed for completion of the same as stated in Clauses herein. This clause shall be treated as the express consent for all changes and no further consent will be required for the same. It is further consented by the VENDORS /OWNERS that the DEVELOPER is entitled to take the benefits of all infrastructure such as existing roads or the proposed roads, parking, swimming pool, etc., available in the SAID PROPERTY in the context of the present Clause.

12. The DEVELOPER is entitled to execute agreement/agreements for sale and or the Deeds of Sale in favour of the prospective purchasers of the units/flats to be constructed in the SAID PLOT except the items at Clause 2 agreed to be delivered to the VENDORS/OWNERS.

13. That the SAID PROPERTY shall not be divided and shall remain a common property. It is agreed by the VENDORS /OWNERS that they shall never seek the partition of the undivided rights to the land proportionate to their built-up area.

14. It is specifically agreed that the VENDORS/OWNERS shall be bound to specifically perform their part of the contract and shall not be entitled to terminate or revoke this agreement or any part thereof. Similarly, it is specifically agreed that the DEVELOPER shall be bound to specifically perform his part of the contract and shall not be entitled to terminate or revoke this agreement or any part thereof.

15. It is hereby expressly agreed that the DEVELOPER shall be entitled to independently enter into Agreements for Sale in respect of all or any of the flats, shops, garages, etc., and receive the



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consideration thereof from the prospective purchasers, except the said items listed at Clause 2, without any reference to and without any further consent of the VENDORS/OWNERS.

16. It is further agreed that in the event of any third party claiming right/interest in the SAID PLOT, the same shall be settled by the respective parties of the VENDORS/OWNERS on whose part/share/right the claim is made, which shall be done at the cost/expense of the respective parties of the VENDORS/ OWNERS without affecting the other parties of the VENDORS/ OWNERS, thereby settling the claim thereto and the DEVELOPER shall not be bound to provide the respective items listed at Clause 2 herein within the stipulated period of time as stated in Clauses herein, however the DEVELOPER shall be entitled to add to the period of 36 months or such other time period as stipulated therein, the time taken for the settlement of the claim/s.

17. The VENDORS/OWNERS and the hereby declared to the DEVELOPER:

(a) That VENDORS/OWNERS being the owners in physical possession and enjoyment of the SAID PLOT, have the power and the absolute right to sell the same and to execute this Agreement for Sale and develop and to execute Deed of Sale in favor of the DEVELOPER.

(b) That the SAID PROPERTY is free from any claims, demands, encumbrances, mortgage, charges, liens, adverse notices, including notice from the Government to acquire the SAID PLOT or any part thereof, lis-pendens, attachment and that the same is not the subject matter of any pending suit, case, execution application, etc., and that there are no dues payable to the government or any other authority and/or any statutory body/bodies.



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(c) That the VENDORS/OWNERS have not entered into any agreement of whatsoever nature with any person/s, institution, body corporate, firm, etc., with regards to the SAID PLOT or any part thereof.

(d) That the VENDORS/OWNERS herein are in open, peaceful, continuous, uninterrupted possession of the SAID PLOT as owners.

(e) That the VENDORS/OWNERS are not entitled to mortgage the SAID PLOT or create any encumbrances over the same till the subsistence of this present.

18. The VENDORS/OWNERS shall not make any changes or any alterations in any structure of the building and that they shall not in any way make encroachment on the SAID PLOT.

19. The VENDORS/OWNERS shall maintain the front elevation, the side and rear elevation of the building/complex in the same form as the VENDORS/OWNERS have approved and shall not at any time later alter the said elevation in any manner.

20. The VENDORS/OWNERS shall not be entitled to claim or apply in the revenue/civil court for partition or sub-division of his undivided rights in the SAID PLOT, it being agreed and declared by the VENDORS/OWNERS that their interest and share in the SAID PLOT is and shall always remain joint, undivided, impartible, impartitionable and indivisible.

21. The DEVELOPER shall decide whether the various owners of the premises to be constructed in the SAID PLOT shall form a Co-operative Society, an Association of persons or any other entity (hereinafter referred to the "ENTITY").

22. All notices to be served on the VENDORS/OWNERS shall be

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deemed to have been duly served if delivered by hand with acknowledgement or sent to them by registered post acknowledgement due to the name and at the address given below:

a. Vendor No. 1 & 2

"Sneha Shambhu", H. No. 1/307/G,
Ferria Bhat, Dangué Colony, Mapusa, Bardez, Goa

b. Vendor No. 3 & 4

H. No. 70, Khorlim, Mapusa, Bardez, Goa

23. All notices to be served on the DEVELOPER shall be deemed to have been duly served if delivered by hand with acknowledgement or sent to him by registered post acknowledgement due at either address given below:

Flat No. 204, Olinda Heights,
Peddem, Mapusa, Bardez, Goa

24. The DEVELOPER and the VENDORS/OWNERS shall also from time to time notify each other by hand delivery with acknowledgement or by registered post acknowledgement due about any change in their addresses. Any letters, reminders, notices, documents, papers etc., delivered by hand delivery with acknowledgement or sent at the said notified address or at the changed address duly notified, by registered post acknowledgement due, shall be deemed to have been lawfully served on the VENDORS/OWNERS or the DEVELOPER.

25. All amendments/changes to this Agreement shall be necessarily put in writing duly signed by the concerned parties, in the absence of which the same shall not be binding on the parties hereto.

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26. All parties hereto shall be entitled to specifically enforce the terms of this Agreement.

27. It is agreed by all parties hereto that time shall be the absolute essence of this Agreement.

28. The VENDORS/OWNERS have this day handed over the SAID PLOT in favour of the DEVELOPER to perform his part of Agreement upon signing of this present Agreement.

29. The floor layout plans attached hereto show the proposed flats to be built for the VENDORS/OWNERS marked in red outline.

30. Any dispute which may arise between the parties to this agreement, whether in relation to the interpretation of the clauses and conditions of this agreement or about the performance of these presents or concerning any act of omission or any act which ought to be done by the parties in disputes, or in relation to any matter whatsoever concerning this agreement shall be referred to arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.

31. The Agreement is written on the Stamp Paper of the Value of Rs.4,43,700/-.



SCHEDULE - I

All that immovable property known as "VISSOL", or "CHAMCARBATA", or "KARMALI BHOM", situated at Cunchelim, Mapusa, Bardez, Goa, within in the jurisdictional limits of the Mapusa Municipal Council, Registration Sub-District of Bardez of the State of Goa, surveyed under P.T. Sheet 13, Chalta No. 61/11, admeasuring an area of 2160 Sq. Mts., City Survey Cunchelim (Mapusa), Bardez, Goa, Described in the Land Registration No.

[Signature]

[Signature]

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23240 and 23241 at pages 38V of Book B-60 (N) and found enrolled in the Taluka Revenue Office under No. 803 and 696, which is bounded on all sides are as under:

Towards East : By the property under P.T. Sheet 13, Chalta No. 61/14, 14-A and 14-B;

Towards West : By the property under P.T. Sheet 13, Chalta No. 61/11-A and 61/5;

Towards North : By the property under P.T. Sheet 13, Chalta No. 61/10, 11-A, 11-B, 11-C and 11-D; and

Towards South: By Mapusa City,

SCHEDULE - II

All that the Said Plot admeasuring an area of 1240 Sq. Mts., forming part and parcel of the Said Property better described in Schedule - I hereinabove is bounded on all sides are as under:

Towards East : By the property under P.T. Sheet 13, Chalta No. 61/11-B;

Towards West : By the property under P.T. Sheet 13, Chalta No. 61/11-A;

Towards North : By the property under P.T. Sheet 13, Chalta No. 61/10; and

Towards South: By Mapusa City.

SCHEDULE - III

i. **STRUCTURE:** R.C.C. frame structure beams, columns and slabs as per structural engineer.

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Waud

Amgaard

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Shukor

Geetanjali

ii. **WALLS:** all internal walls shall be of laterite, masonry/concrete blocks or brick masonry plastered in two coats.

iii. **FLOORING:** fully vitrified flooring 1200mm x 800 mm slab.

iv. **Wall finish:**

- (a) Internal: cement plaster with Gypsum and painted with Acrylic.
- (b) External: sand faced in machine cement plaster painted with waterproof paint (Apex or I.C.I. or Dulex) or equivalent as decided by the Developer/Purchaser.

vi. **DOORS:**

- (a) Main door shall be of teakwood.
- (b) All bathroom doors shall be flush FRP doors.
- (c) All other doors shall be of compressed wood.

vii) **WINDOWS:** shall be of U PVC or anodized aluminum and glass

viii. **BATHROOM/W.C./KITCHEN:**

- (a) Bathroom walls shall have ceramic tiles of full height (450mm x 300mm); wall above kitchen platform shall be lined with ceramic tiles; the kitchen platform shall be finished with natural granite slab with double moulding and stainless steel sink of Nirali, franky, carysil make or equivalent.
- (b) Fitting shall be of Jaguar or Ess Ess make or (equivalent)
- (c) Sanitary ware shall be of Hindware, Cera, Jaquar or equivalent.



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Amjard

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ix. ELECTRICALS:

(a) Concealed copper wiring make Anchor, Polycap or KEI with adequate points with Modular Switches (Roma or equivalent of the choice of the respective VENDORS/ OWNERS).

x. PAINTING: internal walls to be painted with acrylic emulsion and external walls to be finished in two coats of cement paint by APEX (Asian).

xi. DRAINAGE/SANIATION/PLUMBING: Good quality lead-free PVC pipes for water and PVC pipes for sewage lines be provided from the flat/shop to septic tank. Common overhead tank, septic tank and soak pit be provided for. The concealed piping for bathroom and kitchen be of UPVC pipe.

xii. Other Amenities:

- a) False ceiling.
- b) Back-up Generator for elevator and common lights.
- c) Shower panel in bathrooms.
- d) Elevator with automatic D.G. power generator back up capacity of minimum 6 persons.
- e) C.C. T.V., security cameras for entire complex.
- f) Inter com, for all flats.
- g) Lobby for the complex.

IN WITNESS WHEREOF, the parties hereto have made and signed this Agreement for Development and Sale on this 28th day of the month of August of the year 2019, out of their own free will and after fully understanding the contents thereof in the presence of two attesting witnesses who have signed herein below.


[Signature]

[Signature]

[Signature]

Cont...21/-

[Signature]

[Signature]



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VENDORS:

(MR. MANGALDAS SHAMBHU GAD)

L. H. F. I.

R. H. F. I.



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Handwritten signature: Mangaldas

Handwritten signature: G. G. Gadgil

22

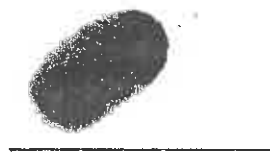


VENDORS:

2
(MRS. ANNAPURNA MANGALDAS GAD)

L. H. F. I.

R. H. F. I.



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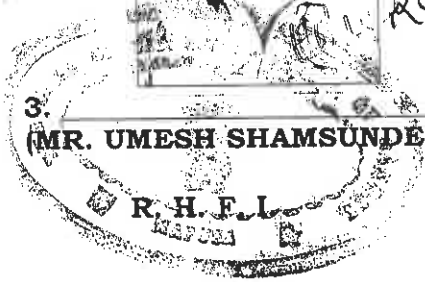
Annapurna

Chetanjali



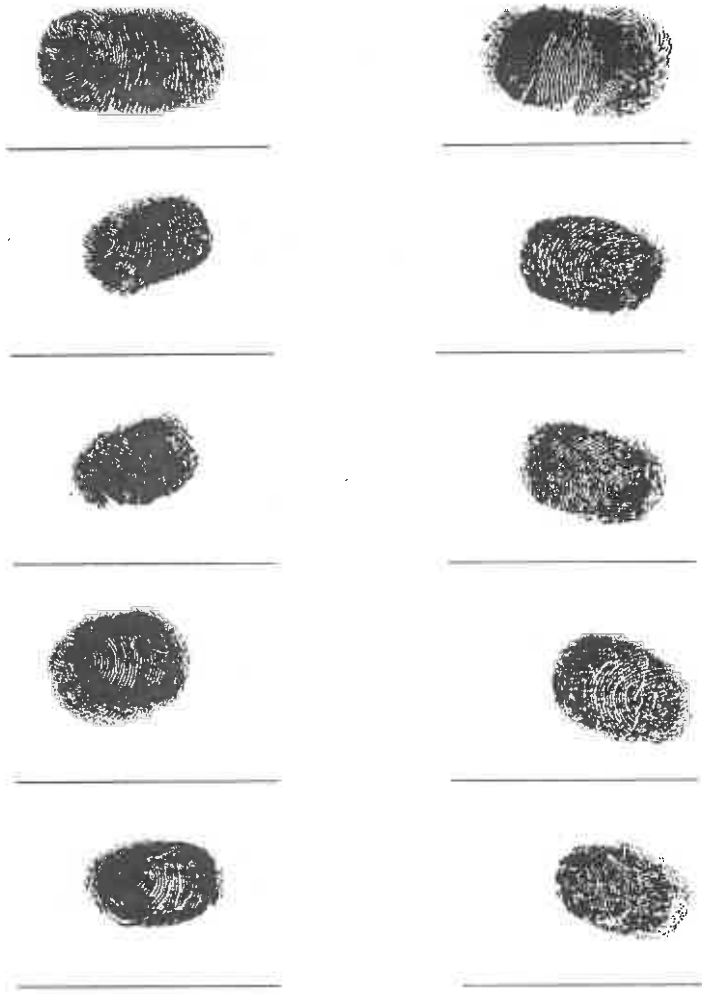
Kor

VENDORS:



**3.
(MR. UMESH SHAMSUNDER TIVREKAR)**

L. H. F. I.



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Amgvaad

Chakran
Geetanjali



Geetanjali

VENDORS:



(MRS. GEETANJALI UMESH TIVREKAR)

L. H. F. I.

R. H. F. I.



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Geetanjali



PURCHASER:

(M/S ST. ANTHONY CONSTRUCTIONS BUILDERS & DEVELOPERS, a Registered Partnership Firm through its Partners, 3. **MR. ALBERT D'SILVA** for self and as the attorney for the Partner No. 1 & Partner No. 2)

L. H. F. I.

R. H. F. I.



Cont...26/-

A.S. Silva

Maad
Amyaad

Geetanjali



WITNESSES :

1. Dattadas
(Mr. Dattadas Purushottam Kavlekar)

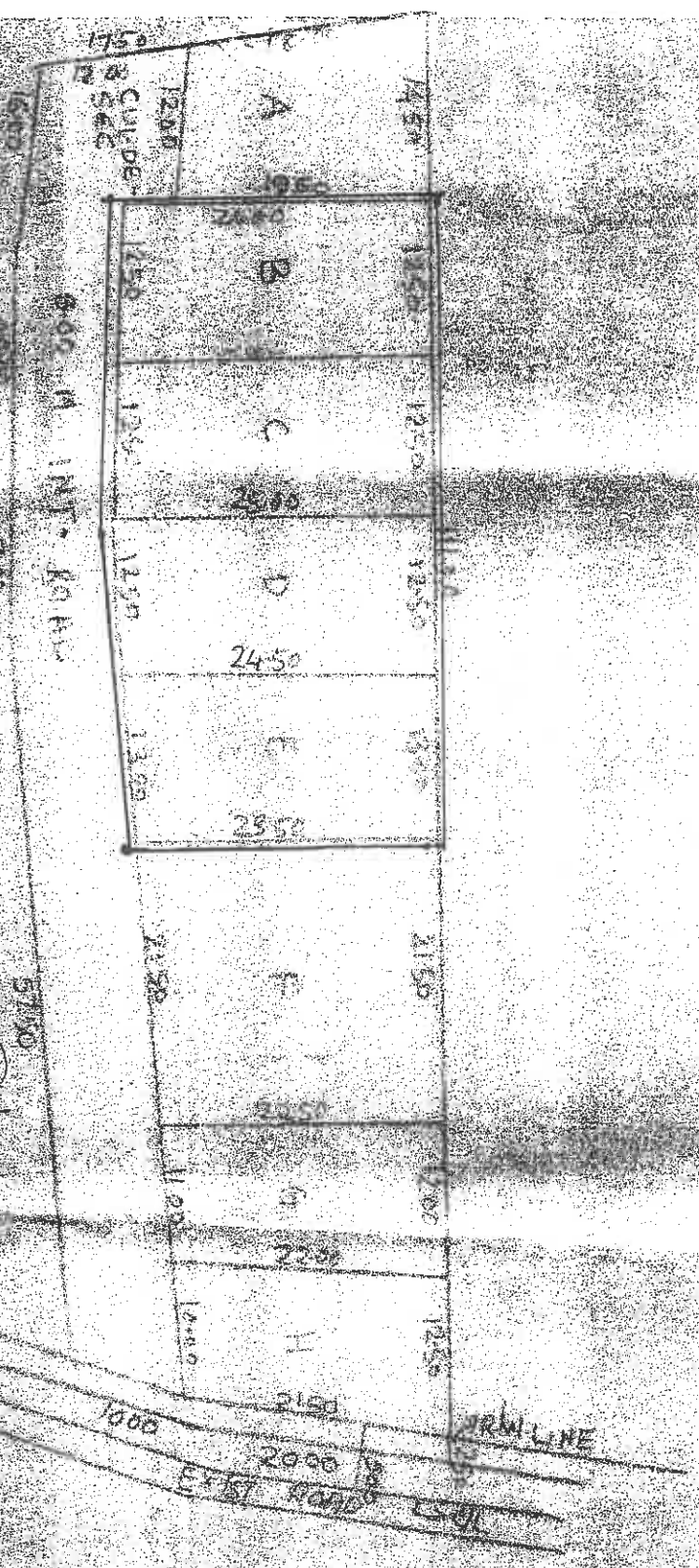
2. Meena Amonkar
(Ms. Meena Suryakant Amonkar)

~~Dattadas~~ Silva

Dattadas
Amyaad

Dattadas
Geetanjali

PLAN SHEET FOR THE LOTS
 OF THE ... SURVEY
 MADE ... 12. 13. 18...



2020-02-867
 26/2/2020



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Bardez

Print Date & Time : - 26-Feb-2020 11:02:56 am

Document Serial Number :- 2020-BRZ-867

Presented at 10:02:42 am on 26-Feb-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	176900
2	Registration Fee	152500
3	Processing Fee	710
Total		330110

Stamp Duty Required :176900

Stamp Duty Paid : 176900


 Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Albert DSilva ,S/o - D/o Salvador DSilva Age: 46, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H.No.129-F, Boa Vista, Bastora, Bardez, Goa, Address2 - ,			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Mangaldas Shambhu Gad ,S/o - D/o Shambhu Gad Age: 50, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No. 1-307-G, Ferria Bhat, Dangu Colony, Mapusa, Bardez, Goa, Address2 - ,			
2	Annapuma Mangaldas Gad ,S/o - D/o Digamber Amonkar Age: 44, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - H.No. 1-307-G, Ferria Bhat, Dangu Colony, Mapusa, Bardez, Goa, Address2 - ,			

29

2/26/2020

NGDRS : National Generic Document Registration System

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	Umesh Shamsunder Tivrekar ,S/o - D/o Shamsunder Tivrekar Age: 53, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No.70, Khorlim, Mapusa, Bardez, Goa, Address2 -			
4	Geetanjali Umesh Tivrekar ,S/o - D/o Gajanan Kasar Age: 44, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - H.No. 70, Khorlim, Mapusa, Bardez, Goa, Address2 -			
5	Albert DSilva ,S/o - D/o Salvador DSilva Age: 46, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Flat No. 204, Olinda Heights, Peddem, Mapusa, Bardez, Goa, Address2 - Mapusa, Goa,			
6	Albert DSilva ,S/o - D/o Salvador DSilva Age: 46, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H.No.129-F, Boa Vista, Bastora, Bardez, Goa, Address2 -			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, POA Holder,

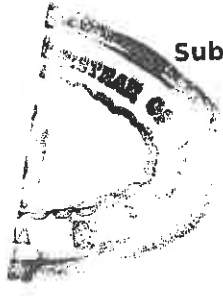
Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Dattadas Kavlekar, 60 , , Self Employed , Marital status : Married 403507, H.no. 30 Vancio Vaddo Near St. Rock Chapal Guirim Bardez Goa, H.no. 30 Vancio Vaddo Near St. Rock Chapal Guirim Bardez Goa Guirim, Bardez, NorthGoa, Goa			
2	Meena Suryakant Amonkar, 30 , , Service , Marital status : Unmarried 403507, H.no. 80-A-2, H.no. 80-A-2, Duler Mapusa Bardez Goa, Ruzai Vaddo Mapusa, Bardez, NorthGoa, Goa			

Sub Registrar

30

Document Serial No:-2020-BRZ-867

Book :- 1 Document
Registration Number :- **BRZ-1-830-2020**
Date :- 26 Feb-2020



Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)

REGISTRAR
BARDEZ

(RUPEES EIGHTY FIVE THOUSAND TWO HUNDRED SIXTY ONLY)

Citizencredit co-operative Bank Ltd.
Mapusa Branch,
Shop No.G - 1,Ground Floor,Block D - 1,
Goshan Homes,
Mapusa, Goa - 403 507



भारत
STAMP DUTY
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GOA
NON JUDICIAL

Rs. ≈ 0085260 ≈ -7.2.2020

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GOA

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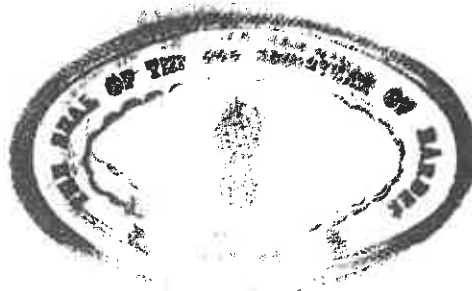
For CITIZEN CREDIT
CO-OP BANK LTD

Penandis
Authorised Signatory

Name of Purchaser ALBERT D'SILVA

2020 - BR2 - 874

26/2/2020



AGREEMENT FOR DEVELOPMENT AND SALE

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[Signature]

[Signature]

THIS AGREEMENT FOR DEVELOPMENT AND SALE, made at Mapusa on this 26th day of the month of February, Two Thousand Twenty (2020); **BETWEEN:**

(1) **MR. SANJEEV VAMAN SWAR** alias **SANJIV VAMAN SWAR**, son of Mr. Vaman Swar, 52 years of age, married, business, Indian National, having PAN bearing Card No. [REDACTED], Adhar Card No. [REDACTED], mobile No. [REDACTED] and his wife (2) **MRS. SAMEERA S. SWAR**, daughter of Mr. Ramchandra Natekar, 48 years of age, married to Mr. Sanjeev Vaman Swar alias Sanjiv Vaman Swar, housewife, Indian national, having PAN Card No. [REDACTED], Adhar Card No. [REDACTED], mobile No. [REDACTED], both resident of H. No. 3/108/b-8, A-13/2, Sapana Village Co-operative Housing Society, Karaswada, near Peddem Sports Complex, Mapusa, Bardez, Goa, both collectively hereinafter be referred to as the "**VENDORS /OWNERS**" (which term and expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, successors, legal representatives, administrators, nominees, assigns, executors or any other person/s legally, equitably or otherwise claiming through him/her/them) of the **FIRST PART**;
AND:

M/S ST. ANTHONY CONSTRUCTIONS BUILDERS & DEVELOPERS, a Registered Partnership Firm, under Indian Partnership Act, 1932, having Income Tax PAN No. [REDACTED] having its office Flat No. 204, Olinda Heights, Peddem, Mapusa, Bardez, Goa, represented by its Partners, (1) **MR. JOHNSON D'SILVA**, age 54 years, son of Mr. Camilo D'Silva, married, business, Indian National, having PAN Card No. [REDACTED] residing at H.NO. 371, Baga, Ambelim, South Goa -403723 (2) **MR. DEMINO LOYOLA MARIO DACRUZ** alias **DEMINO LOYALA**

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MARIO D'CRUZ, age 53 years, son of late Mr. Hipolito Antonio Da Cruz, married, business, Indian National, having PAN Card No. AKNPD2888E, residing at H.NO. 429, Baga Ambelim, Velim, South Goa -403723 and (3) **MR. ALBERT D'SILVA** age 46 years, son of late Mr. Salvador D'Silva, married, business, Indian National, having PAN Card No. [REDACTED], residing at H.NO.129/F, Boa Vista, Bastora, Bardez, North Goa - 403507, hereinafter referred to as "**PURCHASER /DEVELOPER**" (which term and expression shall include its nominees, assigns, executors, successors, administrators and/or representatives) of the **SECOND PART; SHOWETH:**

WHEREAS the partners No. 1 & 2 of the Purchaser herein are represented by its partner, Partner No. 3 through its duly authorized power of attorney dated 13/06/2019, duly executed before, Y. Zuzarte, Advocate & Notary at Mapusa, under registration No. 6593/2019.

AND WHEREAS earlier there exists a immoveable properties known as "VISSOL", or "CHAMCARBATA", or "KARMALI BHOM", situated at Cunchelim, Mapusa, Bardez, Goa, within in the jurisdictional limits of the Mapusa Municipal Council, Registration Sub-District of Bardez of the State of Goa, surveyed under P.T. Sheet 13, Chalta No. 61/11, 61/12 and 61/13, admeasuring an area of 1400 Sq. Mts., 875 Sq. Mts., and 1125 Sq. Mts., respectively of City Survey Cunchelim (Mapusa), Bardez, Goa, which all three Described in the Land Registration No. 23240 and 23241 at pages 38V of Book B-60 (N) and found enrolled in the Taluka Revenue Office under No. 803 and 696, which properties hereinafter referred to as the "**WHOLE PROPERTY**", for brevity sake.

Albert D'Silva

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Albert

AND WHEREAS in terms of Deed of sale dated 23/5/1988, under registered No. 690, Book No. I, Vol. No. 31, dated 20/06/1989, duly registered in the Office of the Sub-Registrar of Bardez at Mapusa, one Mr. Gajanan Arjun Harmalkar purchased the Whole Property from Mr. Antonio Bomfilio Braganca and his wife along with other properties.

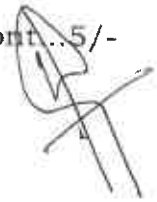
AND WHEREAS the Whole Property was inscribed in favour of on Mr. Caitano Joao Celestino Braganca under No. 39017 at folio No. 136 of Book G-42, who along with his wife Clotildes Pinto e Braganca sold the same to one Ms. Arcanja de Braganca, who in turn gifted the same to Antonio Bomfilio Braganca in terms of Deed of Sale, Discharge of the Price and Gift dated 6/08/1958 at folio No. 59 to 61 reverse of Book No. 584.

AND WHEREAS the said Mr. Gajanan Arjun Harmalkar along with his wife subsequently sold the Whole Property to Mr. Rajendra Purushottam Halarnkar vide Deed of sale dated 23/07/1991, under registered No. 2278, Book No. I, Vol. No. 133, dated 26/12/1991, duly registered in the Office of the Sub-Registrar of Bardez at Mapusa.

AND WHEREAS the said Mr. Rajendra Purushottam Halarnkar along with his wife sold the Whole Property to the Vendor No. 1 & 3 herein, Mr. Bhanudas Dongre Besre, Mr. Premanand Kamlakant Diukar, Mr. Deepak Vishnudas Dangui and Mr. Sanjeev Vaman Swar, consists of Three Plots vide three different Deeds of sale viz., Deed of Sale dated 20/10/1993, under registered No. 447, Book No. I, Vol. No. 236, dated 09/06/1994, Deed of Sale dated 20/10/1993, under registered No. 446, Book No. I, Vol. No. 236, dated 03/06/1994 and Deed of Sale dated 19/10/1993, under registered No. 448, Book No. I, Vol. No. 236,

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dated 09/06/1994, all duly registered in the Office of the Sub-Registrar of Bardez at Mapusa.

AND WHEREAS the Whole Property was purchased by the Vendor No. 1 & 3 herein, Mr. Bhanudas Dongre Besre, Mr. Premanand Kamlakant Diukar, Mr. Deepak Vishnudas Dangui and Mr. Sanjeev Vaman Swar, undivided in following proportion as under:

Sr. No.	Particular	Share
1.	Mr. Mangaldas Shambhu Gad	2/10 th share
2.	Mr. Umesh Shamsunder Tivrekar	3/10 th share
3.	Mr. Bhanudas Dongre Besre	2/10 th share
4.(i)	Mr. Premanand Kamlakant Diukar,	
(ii)	Mr. Deepak Vishnudas Dangui and	
(iii)	Vendor No. 1 herein	1/10 th share

AND WHEREAS though the Whole Property was purchased undivided in the above proportion subsequently in terms of Deed of Rectification dated 28/10/1997, duly registered in the Office of the Sub-Registrar of Bardez at Mapusa, under No. 2500, Book No. I, Vol. No. 553, dated 09/12/1997, the said parties viz., Vendor No. 1 & 3 herein, Mr. Bhanudas Dongre Besre, Mr. Premanand Kamlakant Diukar, Mr. Deepak Vishnudas Dangui and Mr. Sanjeev Vaman Swar along with the Vendors thereof identified the plot of 248 Sq. Mts., of Mr. Premanand Kamlakant Diukar.

AND WHEREAS subsequently thereafter the whole property consisting of three plots were amalgamated to get the whole property as single unit and was read as new Sub-Division No. 11 of Survey No. 61 of P. T. Sheet No. 13, admeasuring an area of 3400 Sq. Mts., in terms of order dated 20/09/2005, in Case No.9/ISLR/MPS/AMAL/3/2005/133891, before R. S. Kerkar, Inspector of Survey & Land Records, City Survey Mapusa, Bardez, Goa.

PS/15.6

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Thus the property bearing new Sub-Division No. 11 of Survey No. 61 of P. T. Sheet No. 13, admeasuring an area of 3400 Sq. Mts., which property is hereinafter referred to as the "**SAID PROPERTY**", for brevity sake, better described in Schedule- I written hereunder.

AND WHEREAS the Vendors herein, Mr. Bhanudas Dongre Besre, Mr. Premanand Kamlakant Diukar, Mr. Deepak Vishnudas Dangui, Mr. Mangaldas Shambhu Gad and Mr. Umesh Shamsunder Tivrekar, along with their respective wives divide the Said Property into plots among themselves in terms of Deed of Partition, dated 29/01/2003, duly registered in the Office of the Sub-Registrar of Bardez at Mapusa, under No. 338 at pages 279 to 296 of Book No. 1, Vol. No. 985, dated 14/02/2003, accordingly the Vendors herein were allotted Plots "A", admeasuring an area of 248 Sq. Mts., along with right to Road referred thereof.

AND WHEREAS the Vendors herein thereafter sub divided the Plots "A", referred herein above admeasuring an area of 248 Sq. Mts., and accordingly was allotted with the separate survey bearing P. T. Sheet No. 13 Chalta No. 61/11-A, which plot along with right to Road referred thereof, earlier forming part and parcel of the Said Property better described in Schedule - II herein below and delineated in Red colour outline on a plan annexed hereto, collectively hereinafter referred to as the "**SAID PLOT**", for brevity sake.

AND WHEREAS the Vendor No. 1 on the strength of the above referred documents mutated his name in the records of rights kept under Form "D", of the Said Property, Vendors are thus the absolute owners in physical possession and in title of the Said Plot without any interruption or objection whatsoever from whomsoever till date.



Com. 7/-





AND WHEREAS the Vendors have approached the Purchaser so as to develop the Said Plot, for the total consideration of 1 flat, the details of the same is more specified herein below:

Kind Component

VENDOR NO. 1 & 2

- i) One double BHK Flats, admeasuring appox., 105 to 110 sq. mtrs., on the second floor, block "A", of the proposed building to be constructed on the Said Plot, jointly to be allotted to the Vendor/Owner No.1 & 2.

Thus the consideration of the total buildup area of the Said proposed flats is valued at Rs.18,00,000/- (Rupees Eighteen Lakhs Only), similarly the Said Plot is valued at Rs.11,40,000/- (Rupees Eleven Lakhs Forty Thousand Only), thus the kind consideration herein for the purpose of the Stamp Duty is valued at Rs.29,40,000/- (Rupees Twenty Nine Lakhs Forty Thousand Only) and accordingly appropriate Stamp Duty of Rs.85,260/- is paid herewith, details of stamp duty and registration fees calculation are as under:

Stamp Duty

Sr. No.	Particular	Value	2.9% Stamp Duty
i)	Value of Proposed flat	Rs.18,00,000=00	Rs.52,200=00
ii)	Valuation of Said Plot	Rs.11,40,000=00	Rs.33,060=00
Total Stamp Duty paid			Rs.85260=00

Registration Fees

Sr. No.	Particular	Value	2 % Stamp Duty
i)	Valuation of Said Plot	Rs.11,40,000=00	Rs.22,800=00
ii)	Processing fees	Rs.6,00=00
Total Registration fees paid			Rs.23,400=00

[Signature]

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[Signature]

AND WHEREAS the Purchaser/ Developer has published a public Notice which has appeared on the Herald dated 14/05/2019 calling for objections if any for the purchase of the Said Plot and till the execution of this present no any objections whatsoever have been received from anybody and therefore it is presumed that the Said Plot is free from all encumbrances whatsoever and hence the present Agreement is executed by and between the Parties herein.

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. The PURCHASER/DEVELOPER has agreed to Develop and or to purchase the Said Plot from the VENDORS/OWNERS and the VENDORS/OWNERS have agreed for the total consideration of 1 flat, the details of the same is more specified herein below:

Kind Component

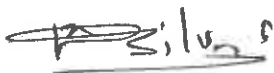
VENDOR NO. 1 & 2

i) One double BHK Flats, admeasuring approx., 105 to 110 sq. mts., on the second floor, block "A", of the proposed building to be constructed on the Said Plot, jointly to be allotted to the Vendor/Owner No.1 & 2.

2. The Vendors/Owners do hereby admit and acknowledges the consideration referred hereinabove.

3. The VENDORS/OWNERS shall not claim any more or any other consideration in any other form whatsoever other than the consideration agreed herein i.e. the consideration specified in clause 1 & 2 herein above.

4. The DEVELOPER shall complete the items as stated in Clause 2 within a period of 36 months from the date of receipt of



Cont. 9/-





construction licence from the concern municipal council, subject to any act of God, unforeseen events, Vis major, civil commotion, war non availability of any building material or water supply or electric power or result of any notice, rule, order or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the vendor, the vendors shall not incur any liability and shall be entitled to reasonable extension of time from the date of getting the above referred act/s good to complete and deliver the possession of the Said Flat hereinafter described in Schedule given below.

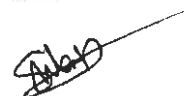
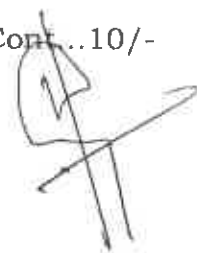
5. In the event of the DEVELOPER failing to complete and deliver the items at Clause 2 within a period of 36 months, the DEVELOPER shall be allowed further extension of time as may be decided by the parties of both the parts to this present.

6. The DEVELOPER has further agreed to deliver the possession of the said items at Clause 2 to the respective VENDORS/OWNERS, within a period of 90 days from the date of obtaining the Occupancy Certificate for the said items, and it is specifically agreed that on the date of delivering possession of the said items in favor of the VENDORS/OWNERS by signing letter of allotment, the VENDORS/OWNERS shall execute the Deed of Sale or any other deed of transfer or conveyance with respect to the undivided right/share in the SAID PLOT in favor of the DEVELOPER or in favor of the nominee/s of the DEVELOPER, prospective buyers of the proposed flats etc.

7. If any of the VENDORS/OWNERS is interested in making any deed of transfer of any of the items in Clause 2, he/she/they shall bear all the expenditure including the stamp duty, registration fees, advocate's fees, etc., for drafting and executing the said deed of transfer.

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It has been specifically agreed by the Vendors /Owners earlier to settle with the kind consideration in terms of area of 95 Sq. Mts., however if any area which exceed above 95 Sq. Mts., the Vendors/Owners shall bound to pay an amount of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) to the Purchaser within a period of 15 days from the date receipt of Occupancy Certificate, subject to the maximum exceed of such built up area to the extent of 105 to 110 Sq. Mts.

8. The VENDORS/OWNERS shall pay all the outgoing, including electricity charges, house tax, water charges, the maintenance charges of the proposed Complex/Building etc. of their respective items as specified in Clause 2 hereinabove from the date of taking possession of the same.

9. The VENDORS/OWNERS hereby state and confirm that they shall have no right of whatsoever nature in any of the structures in the SAID PLOT, except their right in the flats specified in Clause 2 herein above and all other structures other than items specified in clause 2 it is specifically agreed by the Vendors that all the terraces shall belong exclusive to the DEVELOPER thereby having no rights whatsoever to the Vendors/Owners.

10. The VENDORS/OWNERS shall, on execution of this Agreement, execute a Special Power of Attorney in favour of Partner No. 3 of the Purchaser herein, so to apply for the required licences, to appoint Architects and to do other acts, deeds, and things required to be done under the provisions of the prevailing relevant laws for the development of the SAID PLOT and also to approach the concern municipal council for obtaining approval of plans and commencement, occupation and completion certificates for proposed building/complex; and it is hereby agreed that all


3/1/02

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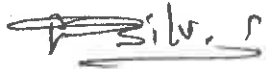
licences shall be applied for and obtained in the name of the VENDORS/OWNERS.

11. It is expressly agreed by the VENDORS/OWNERS that if at any time the DEVELOPER amalgamates this property with any adjoining property then he will be entitled to revise the present plan of construction and shall be entitled to extend the same or add floors etc. as per the laws in force, without however affecting any item in Clause 2 or the time allowed for completion of the same as stated in Clauses herein. This clause shall be treated as the express consent for all changes and no further consent will be required for the same. It is further consented by the VENDORS /OWNERS that the DEVELOPER is entitled to take the benefits of all infrastructures such as existing roads or the proposed roads, parking, swimming pool, etc., available in the SAID PROPERTY in the context of the present Clause.

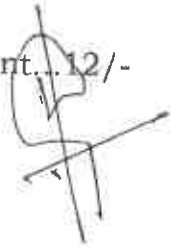
12. The DEVELOPER is entitled to execute agreement/agreements for sale and or the Deeds of Sale in favour of the prospective purchasers of the units/flats to be constructed in the SAID PLOT except the items at Clause 2 agreed to be delivered to the VENDORS/OWNERS.

13. That the SAID PROPERTY shall not be divided and shall remain a common property. It is agreed by the VENDORS /OWNERS that they shall never seek the partition of the undivided rights to the land proportionate to their built-up area.

14. It is specifically agreed that the VENDORS/OWNERS shall be bound to specifically perform their part of the contract and shall not be entitled to terminate or revoke this agreement or any part thereof. Similarly, it is specifically agreed that the DEVELOPER shall be bound to specifically perform his part of the contract and



Cont... 12/-





shall not be entitled to terminate or revoke this agreement or any part thereof.

15. It is hereby expressly agreed that the DEVELOPER shall be entitled to independently enter into Agreements for Sale in respect of all or any of the flats, shops, garages, etc., and receive the consideration thereof from the prospective purchasers, except the said items listed at Clause 2, without any reference to and without any further consent of the VENDORS/OWNERS.

16. It is further agreed that in the event of any third party claiming right/interest in the SAID PLOT, the same shall be settled by the respective parties of the VENDORS/OWNERS on whose part/share/right the claim is made, which shall be done at the cost/expense of the respective parties of the VENDORS/ OWNERS without affecting the other parties of the VENDORS/ OWNERS, thereby settling the claim thereto and the DEVELOPER shall not be bound to provide the respective items listed at Clause 2 herein within the stipulated period of time as stated in Clauses herein, however the DEVELOPER shall be entitled to add to the period of 36 months or such other time period as stipulated therein, the time taken for the settlement of the claim/s.

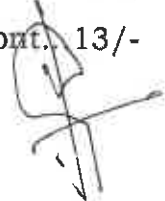
17. The VENDORS/OWNERS and the hereby declared to the DEVELOPER:

(a) That VENDORS/OWNERS being the owners in physical possession and enjoyment of the SAID PLOT, have the power and the absolute right to sell the same and to execute this Agreement for Sale and develop and to execute Deed of Sale in favor of the DEVELOPER.

(b) That the SAID PROPERTY is free from any claims, demands, encumbrances, mortgage, charges, liens, adverse notices,



Cont. 13/-





including notice from the Government to acquire the SAID PLOT or any part thereof, lis-pendens, attachment and that the same is not the subject matter of any pending suit, case, execution application, etc., and that there are no dues payable to the government or any other authority and/or any statutory body/bodies.

(c) That the VENDORS/OWNERS have not entered into any agreement of whatsoever nature with any person/s, institution, body corporate, firm, etc., with regards to the SAID PLOT or any part thereof.

(d) That the VENDORS/OWNERS herein are in open, peaceful, continuous, uninterrupted possession of the SAID PLOT as owners.

(e) That the VENDORS/OWNERS are not entitled to mortgage the SAID PLOT or create any encumbrances over the same till the subsistence of this present.

18. The VENDORS/OWNERS shall not make any changes or any alterations in any structure of the building and that they shall not in any way make encroachment on the SAID PLOT.

19. The VENDORS/OWNERS shall maintain the front elevation, the side and rear elevation of the building/complex in the same form as the VENDORS/OWNERS have approved and shall not at any time later alter the said elevation in any manner.

20. The VENDORS/OWNERS shall not be entitled to claim or apply in the revenue/civil court for partition or sub-division of his undivided rights in the SAID PLOT, it being agreed and declared by the VENDORS/OWNERS that their interest and share in the SAID PLOT is and shall always remain joint, undivided, impartible, impartitionable and indivisible.



Cont... 14/-



21. The DEVELOPER shall decide whether the various owners of the premises to be constructed in the SAID PLOT shall form a Co-operative Society, an Association of persons or any other entity (hereinafter referred to the "ENTITY").

22. All notices to be served on the VENDORS/OWNERS shall be deemed to have been duly served if delivered by hand with acknowledgement or sent to them by registered post acknowledgement due to the name and at the address given below:

a. Vendor No. 1 & 2

H. No. 3/108/b-8, A-13/2, Sapana Village
Co-operative Housing Society, Karaswada, near
Peddem Sports Complex, Mapusa, Bardez, Goa

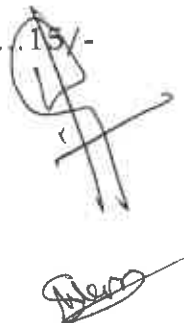
23. All notices to be served on the DEVELOPER shall be deemed to have been duly served if delivered by hand with acknowledgement or sent to him by registered post acknowledgement due at either address given below:

Flat No. 204, Olinda Heights,
Peddem, Mapusa, Bardez, Goa

24. The DEVELOPER and the VENDORS/OWNERS shall also from time to time notify each other by hand delivery with acknowledgement or by registered post acknowledgement due about any change in their addresses. Any letters, reminders, notices, documents, papers etc., delivered by hand delivery with acknowledgement or sent at the said notified address or at the changed address duly notified, by registered post acknowledgement due, shall be deemed to have been lawfully served on the VENDORS/OWNERS or the DEVELOPER.

21/5/15

Cont. 13/-



25. All amendments/changes to this Agreement shall be necessarily put in writing duly signed by the concerned parties, in the absence of which the same shall not be binding on the parties hereto.

26. All parties hereto shall be entitled to specifically enforce the terms of this Agreement.

27. It is agreed by all parties hereto that time shall be the absolute essence of this Agreement.

28. The VENDORS/OWNERS have this day handed over the SAID PLOT in favour of the DEVELOPER to perform his part of Agreement upon signing of this present Agreement.

29. The floor layout plans attached hereto show the proposed flats to be built for the VENDORS/OWNERS marked in red outline.

30. Any dispute which may arise between the parties to this agreement, whether in relation to the interpretation of the clauses and conditions of this agreement or about the performance of these presents or concerning any act of omission or any act which ought to be done by the parties in disputes, or in relation to any matter whatsoever concerning this agreement shall be referred to arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.

31. The Agreement is written on the Stamp Paper of the Value of Rs.85,260/-.

SCHEDULE - I

All that immoveable property known as "VISSOL", or "CHAMCARBATA", or "KARMALI BHOM", situated at Cunchelim,

silv.

Cont. 16/-



Mapusa, Bardez, Goa, within in the jurisdictional limits of the Mapusa Municipal Council, Registration Sub-District of Bardez of the State of Goa, surveyed under P.T. Sheet 13, Chalta No. 61/11, admeasuring an area of 2160 Sq. Mts., City Survey Cunchelim (Mapusa), Bardez, Goa, Described in the Land Registration No. 23240 and 23241 at pages 38V of Book B-60 (N) and found enrolled in the Taluka Revenue Office under No. 803 and 696, which property is bounded on all sides are as under:

Towards East : By the property under P.T. Sheet 13, Chalta No. 61/14, 14-A and 14-B;

Towards West : By the property under P.T. Sheet 13, Chalta No. 61/11-A and 61/5;

Towards North : By the property under P.T. Sheet 13, Chalta No. 61/10, 11-A, 11-B, 11-C and 11-D; and

Towards South: By Mapusa City,

SCHEDULE - II

All that the Said Plot presently surveyed under P. T. Sheet No. 13, Chalta No. 61/11-A admeasuring an area of 248 Sq. Mts., forming part and parcel of the Said Property better described in Schedule - I hereinabove is bounded on all sides are as under:

Towards East : By the property under P.T. Sheet 13, Chalta No. 61/11;

Towards West : By the property under P.T. Sheet 13, Chalta No. 61/5;

silv.

Cont...17/-

silv.

Towards North : By the property under P.T. Sheet 13, Chalta No.
61/10; and

Towards South: By the property under P.T. Sheet 13, Chalta No.
61/11.

SCHEDULE - III

i. **STRUCTURE:** R.C.C. frame structure beams, columns and
slabs as per structural engineer.

ii. **WALLS:** all internal walls shall be of laterite,
masonry/concrete blocks or brick masonry plastered in two coats.

iii. **FLOORING:** fully vitrified flooring 1200mm x 800 mm slab.

iv. **Wall finish:**

- (a) Internal: cement plaster with Gypsum and painted
with Acrylic.
- (b) External: sand faced in machine cement plaster
painted with waterproof paint (Apex or I.C.I. or
Dulex) or equivalent as decided by the
Developer/Purchaser.

vi. **DOORS:**

- (a) Main door shall be of teakwood.
- (b) All bathroom doors shall be flush FRP doors.
- (c) All other doors shall be of compressed wood.

vii) **WINDOWS:** shall be of U PVC or anodized aluminum and
glass

13/5, 5

Cont. 18/-

13/5, 5

viii. BATHROOM/W.C./KITCHEN:

- (a) Bathroom walls shall have ceramic tiles of full height (450mm x 300mm); wall above kitchen platform shall be lined with ceramic tiles; the kitchen platform shall be finished with natural granite slab with double moulding and stainless steel sink of Nirali, franky, carysil make or equivalent.
- (b) Fitting shall be of Jaguar or Ess Ess make or (equivalent)
- (c) Sanitary ware shall be of Hindware, Cera, Jaquar or equivalent.

ix. ELECTRICALS:

- (a) Concealed copper wiring make Anchor, Polycap or KEI with adequate points with Modular Switches (Roma or equivalent of the choice of the respective VENDORS/ OWNERS).

x. PAINTING: internal walls to be painted with acrylic emulsion and external walls to be finished in two coats of cement paint by APEX (Asian).

xi. DRAINAGE/SANIATION/PLUMBING: Good quality lead-free PVC pipes for water and PVC pipes for sewage lines be provided from the flat/shop to septic tank. Common overhead tank, septic tank and soak pit be provided for. The concealed piping for bathroom and kitchen be of UPVC pipe.

xii. Other Amenities:


For Silver

Cont...19/-




- a) False ceiling.
- b) Back-up Generator for elevator and common lights.
- c) Shower panel in bathrooms.
- d) Elevator with automatic D.G. power generator back up capacity of minimum 6 persons.
- e) C.C. T.V., security cameras for entire complex.
- f) Inter com, for all flats.
- g) Lobby for the complex.

IN WITNESS WHEREOF, the parties hereto have made and signed this Agreement for Development and Sale on this 28th day of the month of August of the year 2019, out of their own free will and after fully understanding the contents thereof in the presence of two attesting witnesses who have signed herein below.


Silva

Cont...20/-



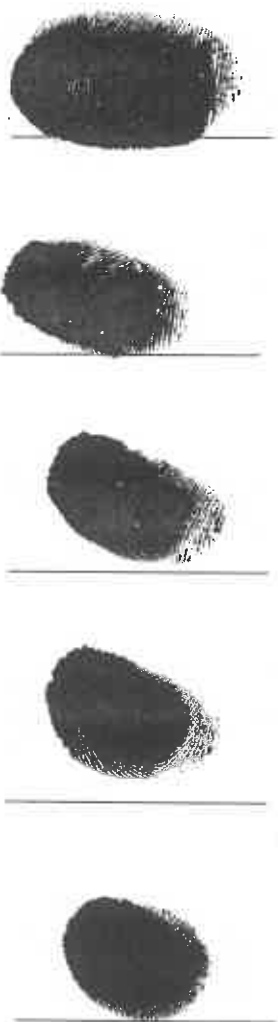


VENDORS:

1. **(MR. SANJEEV VAMAN SWAR**
alias SANJIV VAMAN SWAR)

L. H. F. I.

R. H. F. I.



silv. 9

Cont...21/-



DAAD

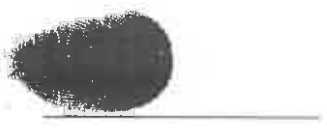
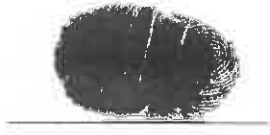
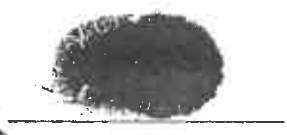
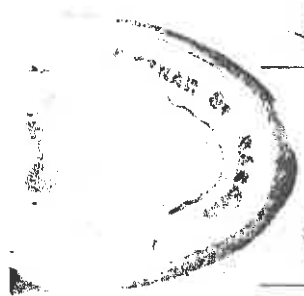
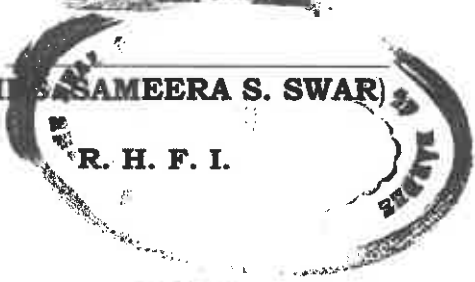
VENDORS:

2.

(MRS. SAMEERA S. SWAR)

L. H. F. I.

R. H. F. I.



Silva

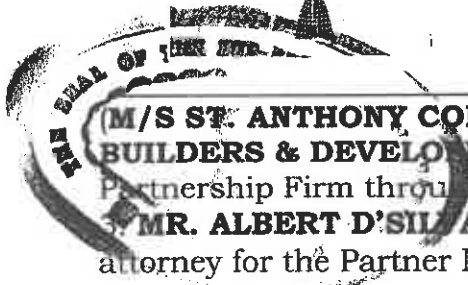
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Silva



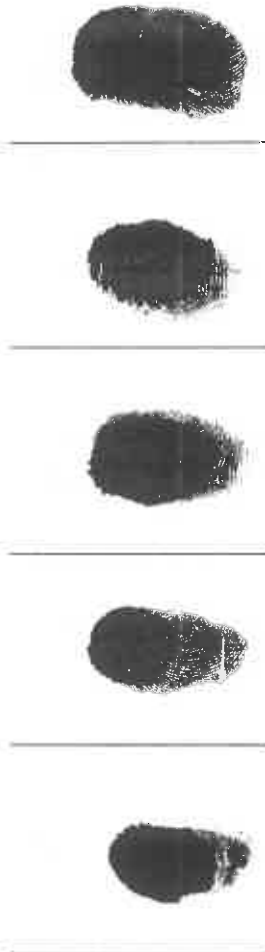
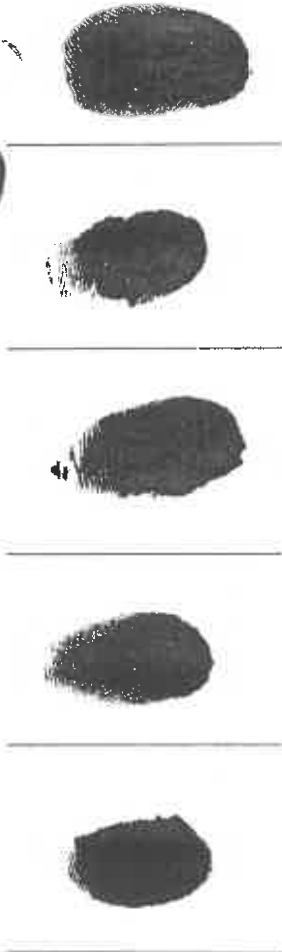
PURCHASER:



(M/S ST. ANTHONY CONSTRUCTIONS BUILDERS & DEVELOPERS, a Registered Partnership Firm through its Partners, **MR. ALBERT D'SILVA** for self and as the attorney for the Partner No. 1 & Partner No. 2)

L. H. F. I.

R. H. F. I.



D'Silva

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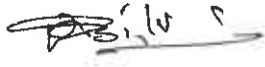
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WITNESSES :

1. 
(Mr. Dattadas Purushottam Kavlekar)

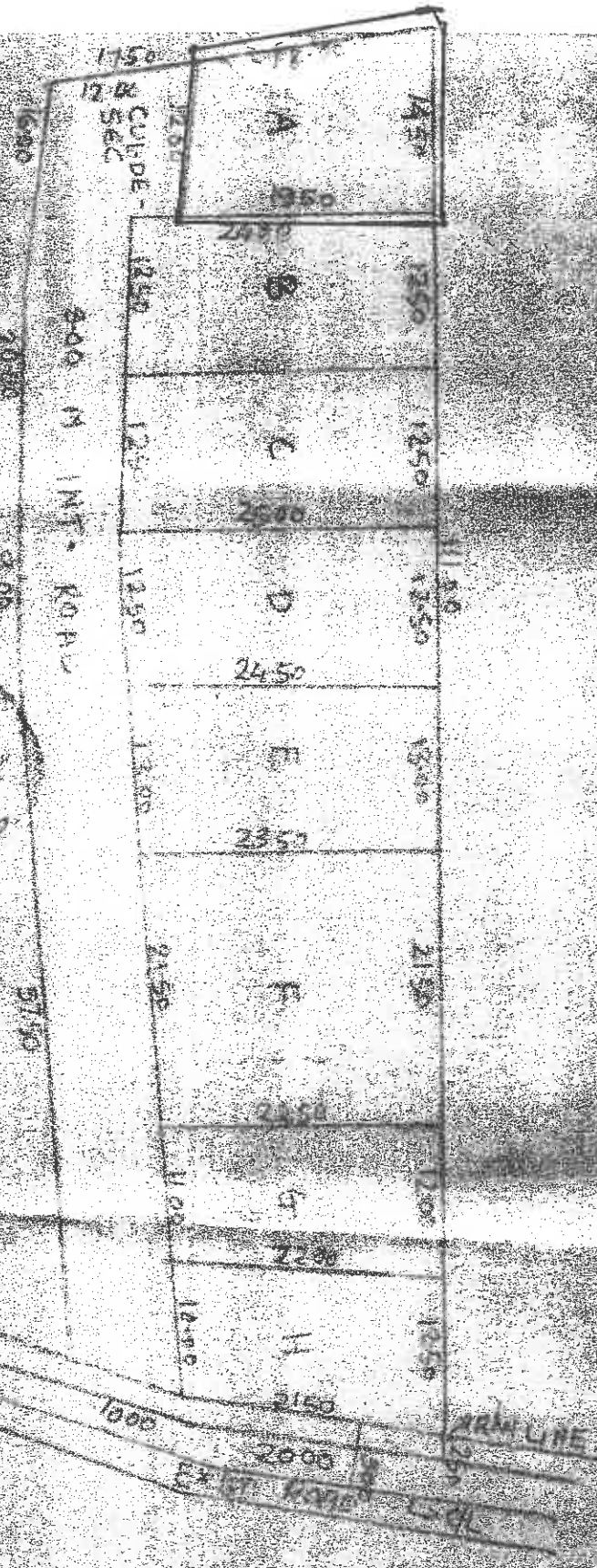
2. 
(Ms. Meena Suryakant Amonkar)







PLAN SHEET FOR SUB DIVISION PLOTS
 OF PROPERTIES BARRING SURVEY
 NUMBER 9/11 12 B 13



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10/11/13

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Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Bardez

Print Date & Time : - 26-Feb-2020 11:02:24 am

Document Serial Number :- 2020-BRZ-874

Presented at 11:02:18 am on 26-Feb-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	33100
2	Registration Fee	22800
3	Processing Fee	600
Total		56500

Stamp Duty Required :33100






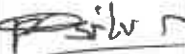






Stamp Duty Paid : 33100

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Albert DSilva ,S/o - D/o Salvador DSilva Age: 46, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Flat No. 204, Olinda Heights, Peddem, Mapusa, Bardez, Goa, Address2 - Mapusa, Bardez, Goa, [REDACTED]			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Sanjeev Vaman Swar Alias Sanjiv Vaman Swar ,S/o - D/o Vaman Swar Age: 52, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No. 3-108-B-8, A-3-2, Sapana Village Co-operative Housing Society, Karaswada, Near Peddem Sports Complex, Mapusa, Bardez, Goa, Address2 - , [REDACTED]			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Sameera S Swar ,S/o - D/o Ramchadra Natekar Age: 48, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - H.No. 3-108-B-8, A-13-2, Sapana Village Co-operative Housing Society, Karaswada, Near Peddem Sports Complex, Mapusa, Bardez, Goa, Address2 - [REDACTED]			
3	Albert DSilva ,S/o - D/o Salvador DSilva Age: 46, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Flat No. 204, Olinda Heights, Peddem, Mapusa, Bardez, Goa, Address2 - Mapusa, Bardez, Goa, [REDACTED]			
4	Albert DSilva ,S/o - D/o Salvador DSilva Age: 46, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H.No. 129-F, Boa Vista, Bastora, Bardez, Goa, Address2 - [REDACTED]			
5	Albert DSilva ,S/o - D/o Salvador DSilva Age: 46, Marital Status: ,Gender:Male,Occupation: Business, Address1 - H.No. 129-F, Boa Vista, Bastora, Bardez, Goa, Address2 - , [REDACTED]			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Dattadas Kavelkar, 60 , [REDACTED] ,Self Employed , Marital status : Married 403507, H.no. 30 Vancio Vaddo Near St. Rock Chapal Guirim Bardez Goa, H.no. 30 Vancio Vaddo Near St. Rock Chapal Guirim Bardez Goa Guirim, Bardez, NorthGoa, Goa			
2	Meena Suryakant Amonkar, 30 , [REDACTED] ,Service , Marital status : Unmarried 403507, 80-A-2, 80-A-2, Duler Mapusa Bardez Goa, Ruzai Waddo Mapusa, Bardez, NorthGoa, Goa			

Sub Registrar

BARDEZ

Document Serial No:-2020-BRZ-874

Book :- 1 Document
Registration Number :- **BRZ-1-833-2020**
Date : 26-Feb-2020



[Handwritten Signature]
SUB-REGISTRAR
BARDEZ
Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)