

(Rs Two Lakh Twenty thousand four hundred

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.3 & 16, SAPANA TERRACES C.H.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 403 002

भारत 14282
150281

NON JUDICIAL *गांवा* only)
MAR 06 2020



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R.0220400/- PB7122

D-5/STP(V)/C.R./35/33/2011-RD

INDIA STAMP DUTY GOA

Name of Purchaser FORTUNE DEVELOPER

FOR CITIZEN CREDIT
CO-OP. BANK LTD.

Signature

AUTHORISED SIGNATORY



AGREEMENT FOR DEVELOPMENT CUM SALE

Signature

Signature


Signature

Pereira
Barreto
AmB

THIS AGREEMENT FOR DEVELOPMENT CUM SALE is made and executed at Panaji , Goa , on this 6TH day of October in the year Two Thousand and Twenty (6.10.2020)

B E T W E E N

(1) MR. ANTHONY MARCELLINO BARRETO , having PAN No. [REDACTED] and Aadhar Card No. [REDACTED] major aged 53 years , Government servant , son of Late Gabriel Antonio Eduardo Barreto , and his wife **(2) MRS. MAURA OLIVIA PEREIRA @ MRS. MAURA OLIVIA PEREIRA E BARRETTO** , major aged 47 years , having PAN No. [REDACTED] and Aadhar Card No. [REDACTED] married , business , daughter of Mariano Joao Pereira , having Mobile No. 04224 50777 , both Indian Nationals , residing at House No. 4/399 , Mangor Hill , Vasco-da-gama , hereinafter referred to as the **VENDORS** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their successors-in-interest , executors , administrators , and assigns) of the **FIRST PART** ;



A N D

M/s FORTUNE DEVELOPER , a Partnership concern registered under the Indian Partnership Act , having their registered address at House No. 4/399 , Mangor Hill , Vasco-da-gama , Goa , 403 802 , represented herein by their Partner **SHRI BABAN DADASAHEB MOHITE** , major aged 45 years , having PAN No. [REDACTED] and Aadhar Card No. [REDACTED] Mobile No. 97693 46481 and E-Mail address at mohite18@yahoo.in , married , businessman , son of Shri Dadasaheb Krishna Mohite , having address at Kohinoor CHS , B-42 , Room No. 9 , Sector 8 ,

(AmB)

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Pereira

P. Mohite

Sanpada , Navi Mumbai 400 705 , hereinafter referred to as the **PURCHASERS** (which expression shall , unless it be repugnant to the context or meaning thereof mean and include their heirs , successors , executors , administrators and assigns) of the **SECOND PART** .

WHEREAS within the limits of the Village of Dabolim in the Taluka of Salcete in the State of Goa , there exists a property known as TERRENO A CONSISTENTE EM UM LOTE DENOMINADO OSSORPEM OU OSSOPI , described in the Land Registration Office of Salcete under No. 19362 at Page 177 of Book B-49 New and enrolled in the Taluka revenue Office under Matriz No. 702 & 703 of Dabolim Village and recorded in the Record of Rights under Survey No. 65/2 of Dabolim Village , this property being hereinafter referred to as the **SAID PROPERTY** and described more particularly in the SCHEDULE I hereinafter written .

AND WHEREAS the SAID PROPERTY was inscribed in the name of Andre Piedade De Cruz under Inscription No. 50163 at folio 156 of Book G-60 in the Land Registration Office of Salcete .

AND WHEREAS the said Andre Piedade De Cruz along with his wife Mrs. Lydia Humiliana Remedios Monteiro de Cruz sold the SAID PROPERTY to one Shru Pandurang Vamana Sinai Narvenkar vide Deed of Sale dated 31.7.1972 registered in the Office of the Sub-Registrar of Mormugao at Vasco-da-gama under No. 191 at Pages 38 to 41 in Book No. I Volume No. XV on 31.7.1972 .

AND WHEREAS the said Pandurang Vamana Sinai Narvenkar sub-divided this SAID PROPERTY into six Plots and vide Deed of Sale dated 25.8.1972 registered in the Office of the Sub-Registrar of Mormugao at Vasco-da-gama under No. 209 at Pages 67 to 71

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in Book No. I Volume No. XV dated 25.8.1972 sold the Plot A admeasuring 800 square metres to Mr. Derrik Fernandes .

AND WHEREAS Mr. Derrik Fernandes then partitioned the Plot A purchased , from the SAID PROPERTY , and after Survey as a distinct and independent Plot under Survey No. 65/2 , found the Plot A to admeasure 775 square metres . this Plot A admeasuring 775 square metres is hereinafter referred to as the **SAID PLOT** and is described more particularly on the SCHEDULE II hereunder written .

AND WHEREAS vide Deed of Sale dated 8.2.2013 registered In the Office of the Sub-Registrar of Mormugao at Vasco-da-gama under No. 1028 at Pages 109 to 123 in Book No. I Volume No. 1560 dated 4.7.2013 Mr. Derrik Fernandes along with his wife Mrs. Ana Serafina Afonso Fernandes alias Anne Afonso Fernandes sold the SAID PLOT being the Plot A admeasuring 775 square metres unto the VENDORS herein .

AND WHEREAS the Conversion Sanad for the SAID PLOT has been issued by the Collector South Goa at Margao under No. AC-I/MOR/SG/CONV/09/2017/13469 dated 6.12.2017 , the Development Permission for the carrying of the construction on the SAID PLOT has been issued by the Mormugao Planning & Development Authority under No. MPDA/9-B-69/2017-18/1219 dated 26.2.2018 and the Construction Licence has been issued by the Village Panchayat Chicalim under No. VP/CHI/11/2017-18/42/3010 dated 27.3.2018 ..

AND WHEREAS the VENDORS have also obtained the N.O.C. from the Electricity Department for the carrying of the construction on the SAID PLOT , the same having been issued under No. SDE-II/VSG/Tech-I/1486/17-18 dated 21.3.2018 , the N.O.C. from the

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Health Services under No. UHCV/NOC/17-18/1825 dated 23.3.2018 and the N.O.C. from the South Western Railway under No. II/W.280/II/NOC/Sr.DRN/Co-Ord/DRG dated 14.3.2017 .

AND WHEREAS the VENDORS have represented unto the PURCHASERS , that the VENDORS are the exclusive owners of the SAID PLOT and that no person other than the VENDORS has any right , share or interest in the same , that the SAID PLOT is free from encumbrances of any nature whatsoever , that the SAID PLOT has a 10.00 metre wide access road which is not obstructed by any person , that the SAID PLOT is in a Settlement zone .

AND WHEREAS the VENDORS have further represented unto the PURCHASERS , that there are absolutely no Tenancy or Mundcarial rights created in favour of any person in respect to any portion of the SAID PLOT , that the VENDORS have not entered into any other Agreement , MOU or writing with any other person or concern and that there are no legal impediments whatsoever for the PURCHASERS to purchase the SAID PLOT .

AND WHEREAS the VENDORS have also represented to the PURCHASERS that the VEDORS also have all the Permissions necessary to commence the construction on the SAID PLOT

AND WHEREAS on the basis of the representations as aforesaid made by the VENDORS , the PURCHASERS after perusing all the documents of the VENDORS and the SAID PLOT have agreed to purchase the SAID PLOT for development and for sale of the constructed Flats , free from encumbrances whatsoever and free from any legal hassles at or for the total consideration amount of Rs. 76,00,000/- (Rupees Seventy Six lakhs only) and the parties have agreed to record the terms and conditions as agreed upon .

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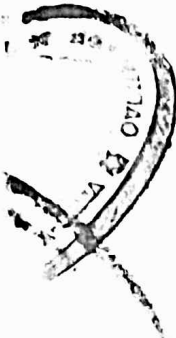
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AND WHEREAS the parties have agreed upon to record in this Agreement for Development cum Sale on the terms agreed upon by the parties .

**NOW THIS AGREEMENT FOR DEVELOPMENT CUM SALE
WITNESSETH AS UNDER :**



1. That the VENDORS do hereby agree to sell and transfer unto the PURCHASERS/DEVELOPERS ALL their ownership rights , title and interest in the SAID PLOT being Plot A admeasuring 775 square metres comprising of the PROPERTY bearing Survey No. 65/2 of the Village of Dabolim in Mormugao Taluka in the State of Goa .

2. That the VENDORS do hereby specifically declare as under :

a) That the VENDORS are the exclusive owners of the SAID PLOT and that no person other than the VENDORS has any right , share or interest in the SAID PLOT .

b) That the VENDORS have not entered into any Agreement in respect to the SAID PROPERTY with any other person .

c) That the SAID PLOT is free from encumbrances or of any kind whatsoever .

d) That the SAID PLOT is not the subject matter of any lien or attachment by the Government , Bank or any Financial Institution .

e) That the SAID PLOT is in the exclusive possession and enjoyment of the VENDORS .

(Signature)

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(Signature)

(Signature)

f) That there are no boundary disputes with the adjoining Plot holders in respect to the SAID PLOT .

g) That the SAID PLOT has an access which is not disputed by any person .

3. That the VENDORS and the PURCHASERS/DEVELOPERS agree that the total consideration payable in respect to the SAID PLOT is Rs. 76,00,000/- (Rupees Seventy Six lakhs only) the consideration amount being payable in the manner set out hereinunder

a) An amount of Rs. 5,00,000/- (Rupees Five lakhs only) payable by the PURCHASERS on receiving the booking of each Flat or Shop until the total consideration amount agreed is paid .

4. That in case of the default in the payment on any two occasions , the VENDORS shall be entitled to terminate this Agreement . In case of termination as aforesaid , the PURCHASERS/ DEVELOPERS shall have no right whatsoever to the SAID PLOT, and/or in terms of this Agreement for Sale . The VENDORS shall then be entitled to require their Architect to evaluate the construction as existing at site at the cost price and shall arrange to pay the PURCHASERS/ DEVELOPERS the said amount after deducting an amount of Rs. 10 lakhs as mentioned above . It is agreed and understood that the VENDORS shall be entitled to proceed with the construction only after clearing the amounts due as set out herein to the PURCHASERS/DEVELOPERS .

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(Handwritten signature)

(Handwritten signature)

5. That the consideration aforesaid is in respect to the SAID PLOT free from encumbrances of any nature whatsoever .
6. That during the subsistence of this Agreement , the VENDORS shall not enter into any other Agreement , MOU or writing with any other person whomsoever or for that matter create any charge or rights in favour of any other person .
7. That as from the execution of these presents , the PURCHASERS/DEVELOPERS stand permitted to enter upon the SAID PLOT to develop the SAID PROPERTY at their own costs , risk , expenses and responsibility by putting up Building/s on the SAID PLOT as per the plans sanctioned or as may be revised by the competent Authorities and as per the term and conditions as may be imposed by such Authorities whilst sanctioning the plans and the PURCHASERS shall be entitled to consume and utilise thereon the full permissible coverage and F.A.R.
8. That the VENDORS also hereby permit the PURCHASERS/ DEVELOPERS to revise and modify the Plans in the manner desired however entirely at the costs of the PURCHASERS/ DEVELOPERS . The VENDORS shall co-operate in the matter of signing and executing the plans that may be prepared by the PURCHASERS/DEVELOPERS in this connection .
9. That the PURCHASERS/DEVELOPERS shall be at liberty to sell the Flats to be constructed on the SAID PLOT and at such price as may be deemed fit and proper and on terms as may appear to be just and the VENDORS shall have no rights whatsoever to object to the same . The PURCHASERS/ DEVELOPERS shall be entitled to receive and retain with them all the amounts of consideration from the Buyers to whom the Flats/ premises are sold or allotted and to appropriate the same in such manner as may be deemed fit and

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proper by the PURCHASERS/DEVELOPERS . In case the Agreement for Sale with the prospective Buyers is required to be confirmed by the VENDORS , the VENDORS shall co-operate with the PURCHASERS/ DEVELOPERS and sign and execute such Agreement as the Confirming Party and if desired , admit the same before the Sub-Registrar or any other Authority .

10. That on the receipt of the total consideration amount , the Deed of Sale in respect to the SAID PLOT , in whole or in part as desired by the PURCHASER/DEVELOPER shall be executed in favour of a Housing Co-operative Society as may be formed . In case a Society or any other legal Entity , Association is not formed , the VENDORS as may be desired by the PURCHASERS/DEVELOPERS shall execute the Deed of Sale in respect to the proportionate rights to the land for each premises in favour of the individual buyer's , all costs and expenses to be incurred in this connection to be obtained by the PURCHASERS/DEVELOPERS or their nominee/assignee .

11. That the proposed Building Complex constructed on the SAID PROPERTY shall be named as LOURDES RESIDENCY or any other name as may be desired by the PURCHASERS/DEVELOPERS and the VENDORS shall not be entitled to object to the same .

12. That for the purposes of the registration of the Deed of Sale in case any NOC u/s 49(6) of the Town & Country Planning Act is required , the same shall be obtained by the VENDORS .

13. That any Notice to be given by either party shall be at the address as mentioned in the preamble .

14. That in case the PURCHASERS or their nominee desires to insert a Public Notice in the news paper , the VENDORS have No

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Objection to the same and for the same being published in terms of the earlier Public Notice already inserted in the Navhind Times .

15. That all expenses in connection with the Agreement for Sale , Deed of Sale comprising of Stamp duty , Registration charges and Advocates fees shall be borne by the PURCHASERS/ DEVELOPERS their nominee/assignee .

That the parties shall be entitled to the performance of this Agreement for Sale .

17. That the possession of the SAID PLOT has not been given by the VENDORS to the PURCHASERS/DEVELOPERS till date and the same shall be given only on the receipt of the balance consideration . The VENDORS however have created a license in favour of PURCHASERS/DEVELOPERS to enter upon the SAID PLOT and to carry out acts as permitted herein.

18. That the total consideration payable is Rs 76,00,000/- and this Agreement therefore is drawn on a Stamp paper of Rs. 2,20,400/-

SCHEDULE - I
DESCRIPTION OF THE SAID PROPERTY

ALL THAT PROPERTY known as TERRENO A CONSISTENTE EM UM LOTE DENOMINADO OSSORPEM OU OSSOPI , described in the Land Registration Office of Salcete under No. 19362 at Page 177 of Book B-49 New and enrolled in the Taluka Revenue Office under Matriz No. 702 & 703 of Dabolim Village and recorded in the Record

of Rights under Survey No. 65/2 of Dabolim Village within the limits of the Village of Dabolim in the Taluka of Salcete in the State of Goa .

SCHEDULE - II
DESCRIPTION OF THE SAID PLOT

ALL THAT PLOT being the Plot A admeasuring 775 square metres situated in the property described more particularly in Schedule I hereinabove written and bounded as follows :



NORTH : By the hilly terrain belonging to Ana Rodrigues ;

SOUTH : By Public tar road ;

EAST : By the bondage (faixa) reserved for railway road ; and

WEST : By property bearing Survey No. 65/1 of Village Dabolim .

IN WITNESS WHEREOF the parties hereto have on this day set their hands in the presence of the undersigned witnesses .

AB

Perreira

P. G. G. G.

SIGNED AND DELIVERED by the)
VENDORS (1) MR. ANTHONY)
MARCELLINO BARRETO of)
the FIRST PART .)



AmB

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P. J. J. J.

SIGNED AND DELIVERED by the)
VENDORS (2) MRS. MAURA)
OLIVIA PEREIRA @ MRS.)
MAURA OLIVIA PEREIRA E)
BARRETTO of the FIRST PART .)

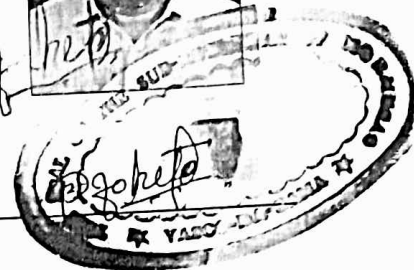


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Pereira

Barretto

SIGNED AND DELIVERED by the)
 PURCHASERS M/s FORTUNE)
 DEVELOPER through their Partner)
 SHRI BABAN DADASAHEB)
 MOHITE of the SECOND PART .)



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4.



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In the presence of :

1. *[Signature]* (Smt) Hamsaraj Shinde
2. *[Signature]* (Reshma Kantak)

[Signature]

[Signature]

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[Signature]

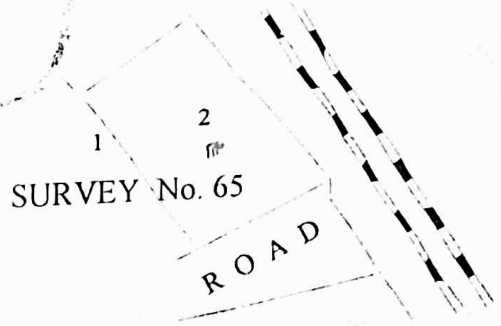
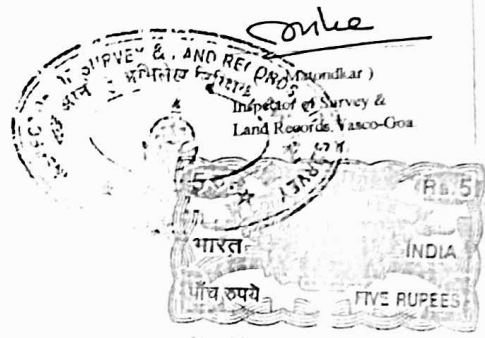


GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 VASCO - GOA

Inward No 528



Plan Showing plots situated at
 Village DABOLIM
 Taluka : MORMUGAO
 Survey No /Subdivision No : 65 / 2
 Scale : 1 : 1000



Pyohita

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Pereira

Generated By : DILIP NAIK
 On : 28-03-2018

Compared by : *Sanku* Navelkar (H.S.)



Government of Goa

Document Registration Summary 2

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

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Sr.No	Description	Rs.Ps
1	Stamp Duty	220400
2	Registration Fee	228000
3	Processing Fee	310
Total		448710

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Stamp Duty Paid : 220400



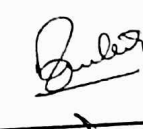



Sr.No	Party Name and Address	Photo	Thumb	Signature
1	BABAN DADASAHEB MOHITE PARTNER OF MS FORTUNE DEVELOPER S/o - D/o SHRI DADASAHEB KRISHNA MOHITE Age: 45, Marital Status: ,Gender:Male,Occupation: Business, Address1 - KOHINOOR CHS, B-42, ROON NO. 9, SECTOR 8, SANPADA, NAVI MUMBAI 400705. Address2 - , PAN No. [REDACTED]			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ANTHONY MARCELLINO BARRETO ,S/o - D/o LATE GABRIEL ANTONIO EDUARDO BARRETO Age: 53, Marital Status: Married ,Gender:Male,Occupation: Government Service, Address1 - HOUSE NO. 4-399, MANGOR HILL, VASCO-DA-GAMA. Address2 - , PAN No. [REDACTED]			
2	MAURA OLIVIA PEREIRA ALIAS MRS MAURA OLIVIA PEREIRA E BARRETTO ,S/o - D/o MARIANO JOAO PEREIRA Age: 47, Marital Status: Married .Gender:Female,Occupation: Business, Address1 - HOUSE NO. 4-399, MANGOR HILL, VASCO-DA-GAMA. Address2 - , PAN No. [REDACTED]			
3	BABAN DADASAHEB MOHITE PARTNER OF MS FORTUNE DEVELOPER ,S/o - D/o SHRI DADASAHEB KRISHNA MOHITE Age: 45, Marital Status: ,Gender:Male,Occupation: Business, Address1 - KOHINOOR CHS, B-42, ROON NO. 9, SECTOR 8, SANPADA, NAVI MUMBAI 400705. Address2 - , PAN No. [REDACTED]			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	RESHMA AJIT KANTAK, 34 , ,9860188077 , ,Advocate , Marital status : Married 403001, 420, 420, CACULO COLONY MIRAMAR Panaji, Tiswadi, NorthGoa, Goa			
2	NAVNATH SHRIHARI GAONKAR, 38 , ,9762009339 , ,Service , Marital status : Married 403802, HOUSEE NO. 212/E, HOUSEE NO. 212/E, NEAR GANESH TEMPLE NEW VADDEM Vasco Da Gama, Mormugao, SouthGoa, Goa			


Sub Registrar
SUB - REGISTRAR
MORMUGAO



Document Serial No:-2020-MOR-1123

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Date : 14-Oct-2020



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

**OFFICE - REGISTRAR
MORMUGAO**

