



गोवा GOA

St. No. 049 Place of Vendor: MARGAO, Date of Issue: 29 MAY 2020 598009  
Value of Stamp Paper ₹. 1000  
Name of the Purchaser Jaine D'S  
Son of Francisco D'S Residing at Benaulim  
As there is no one single stamp paper for the value of ₹. 1000  
for the completion of the value is attached along with.  
Signature of Vendor: [Signature] Signature of Vendor: [Signature]  
H. U. D'Souza  
Govt. Authorised Stamp Receiver  
Mario Luiza Plaza, Shop No. 5-6  
Conda Margao, Goa  
Ph: 2711440 - 9037092519  
L. No. JUD / VEN - LND / 0007 / AG



AGREEMENT

[Signature] [Signature]



वा GOA

Sl. No. 050 Place of Vendor: MARGAO, Date of issue: 29 MAY 2020 598010  
Value of Stamp Paper Rs. 1000/-  
Name of the Purchaser: Jaine D'S  
Francisco X. D'S Benaulim  
As there is no one stamp paper for the value of Rs. \_\_\_\_\_  
for the completion of the value is attached along with.  
Signature of Vendor \_\_\_\_\_ Signature of Govt. \_\_\_\_\_  
H. U. D'Souza  
Govt. Authorised Stamp Receiver  
Maria Luiza Plaza, Shop No. 5-6  
Comba Margao, Goa.  
Ph. 2711449 - 9837092519  
L. No. JUD / VEN - LIC / 2007 / AG-



THIS AGREEMENT is made at Margao, Salcete, Goa

*[Handwritten signatures]*

On this Thirtieth day of the month of May in the year  
Two Thousand and Twenty (30/05/2020)

**BETWEEN**

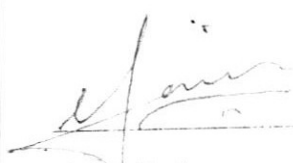
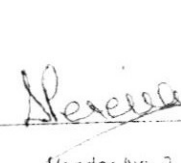

1. SHRI EUSTAQUIO AMANCIO PEREIRA, aged about 63 years, son of late Shri Clemente Pereira, Portuguese National, OCI Card No. A261077 holder of Income Tax Pan Card No. [REDACTED] and Aadhar Card No. [REDACTED] married, and his wife
2. SMT STEPHANIE PEREIRA, aged about 57 years, daughter of Shri Domnic Fernandes, Indian National, holder of Income Tax Pan Card No. [REDACTED] and Aadhar Card No. [REDACTED]



Both residents of H.No. 12/2, Upper Orchard Alto Dabolim, Zuarinagar, South Goa, 403726 and hereinafter collectively referred to as **“VENDORS”** (which expression, unless repugnant to the context or meaning thereof, shall mean and include them, all their heirs, legal representatives, administrators, executors and assigns) of the FIRST PART;

**A N D**

MR. JAMMIE JOSE MARIA ADOLFO DIAS, son of Mr. Francisco Xavier Adolfo Agnelo Dias, aged 49 years, married, Civil Engineer, Indian National, PAN Card No. [REDACTED], ADHAR

Vendor No. 1                      Vendor No. 2                      Developer

Card No. [REDACTED] Mobile No. 9890451734, E-mail ID [jammiedias@hotmail.com](mailto:jammiedias@hotmail.com), having his Office at B-502, Asian Costa Pinnacle, Behind Bank of India, Opp. Durga Petrol Pump, Fatorda, Margao Goa, hereinafter referred to as "**DEVELOPER**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include him, his heirs, representatives, administrators, executors and assigns) of the SECOND PART;

WHERE AS all parties intervening in this Agreement are Indian Nationals, while one of the Vendors, Namely Mr. Eustaquio Amancio Pereira is a Portuguese National.



AND WHEREAS the Vendors have represented to the Developer that they are the owners in possession and that they have a clean, clear and marketable title to the plot of land denominated as Plot 'A', admeasuring 9416 sq.mtrs, independently surveyed under Survey No. 13/8-C of village Colvale of Bardez Taluka. The plan showing the said plot is annexed to this Agreement and this plot is hereinafter referred to as the '**SAID PLOT**'.

AND WHEREAS the Developer has an expertise in developing properties by sub-division, obtaining

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Vendor No. 1

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Vendor No. 2

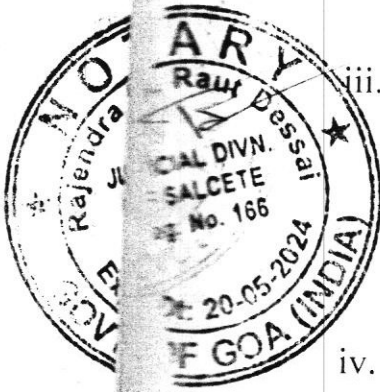
*[Signature]*

Developer

construction approvals, construction of villas/premises and marketing the same to potential third-party purchasers.

AND WHEREAS the Vendors have requested the Developer to:-

- i. At the cost of the Developer, plan the development of the settlement portion of the Said Plot into three sub-divided plots.
- ii. At the cost of the Developer, prepare the sub-division plans and obtain the statutory approvals.
- iii. At the cost of the Developer, to plan the construction of villas upon the said three sub-divided plots and obtain the construction approvals for construction of the villas.
- iv. At the cost of the Developer, market the said plots along with the construction approvals to third parties.
- v. If permissible, to also divide in three plots, the NDZ/Orchard Portion lying exactly behind the settlement portion. The division of the NDZ/Orchard area into three plots is identified in the annexed plans as Plots O-A, O-B and O-C. Further, to allot and/or sell the NDZ/Orchard area to the holder of the three settlement plots.



*[Signature]*

Vendor No. 1

*[Signature]*

Vendor No. 2

*[Signature]*

Developer

- vi. To at the discretion of the Developer, construct the villas upon the said three plots lying in the settlement zone and sell the individual plots along with the constructed villa and/or at the discretion of the Developer sell the vacant plots along with the construction approvals but without any actual construction.


AND WHEREAS the Developer has accepted the request of the Vendors and the Developer has at its cost designed the development of the Said Plot. The Developer has also prepared the plans for the proposed villas so that the statutory approvals can be obtained.

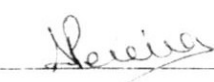
AND WHEREAS it has been agreed that the Vendors liability shall be restricted only to the title of the property and the Developer shall be liable for all development related works and also for obtaining permissions for such development and marketing the plots to third party purchasers.

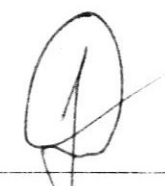
AND WHEREAS both the parties have decided to record their terms of understanding in this Agreement.

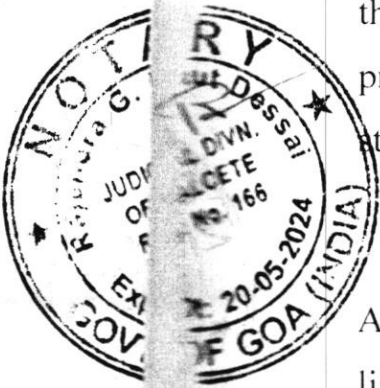
**NOW THIS AGREEMENT WITNESSES AS UNDER :-**

Obligations on the Part of the Vendors:-

  
Vendor No. 1

  
Vendor No. 2

  
Developer





1. The Vendors shall sell, grant, transfer and convey to the nominee of the Developer or in favour of any firm or company of the Developer the Said Plot along with the benefit of the approvals obtained for construction of the villa.
2. The minimum consideration price for the sale of the settlement area and NDZ/orchard area shall be calculated as under, after excluding the road and drain areas, and the same shall be shared between the Developer and the Vendors as twenty percent for the Developer as cost of development and eighty percent to the Vendors as cost of land:



- (i) Minimum consideration price calculated at the rate of Rs.10,000/- per m<sup>2</sup> for the settlement portion
- (ii) Minimum consideration price calculated at the rate of Rs.3760/-per m<sup>2</sup> for the NDZ/Orchard portion.

The Settlement portion is approximately 2989m<sup>2</sup> and the NDZ/Orchard portion is approximately 6427 m<sup>2</sup>.

3. The Vendors shall be duty bound to complete the sale transaction upon the Developer obtaining a client who is willing to purchase the plot by paying the above minimum consideration price or more, whichever is earlier. The Developer shall also have a right to call upon the Vendors to sell the Said

Vendor No. 1

Vendor No. 2

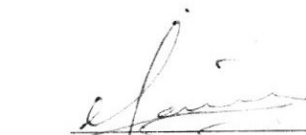
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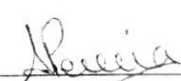
Plot to the Developer at the same above mentioned minimum consideration price.


4. Notwithstanding anything contained above, and in the event that neither the sub-division of the NDZ/orchard plot is possible and/or the NDZ/orchard plot cannot be sold in 3 parts by obtaining an NOC from the Town and Country Planning department for the purpose of executing the sale deed of these 3 plots in parts, then the vendors and developers shall at the option of the Developer sell the entire property along with all approvals including conversion sanad which has been obtained by the developer, to any multiple third party purchasers, along with their respective proportionate undivided shares in land in the said plot or shall sell the entire property as one whole property with all approvals to any third party purchaser.



5. The Vendors shall handover to the Developer the complete set of the Title Documents pertaining to the Said Plot along with the title scrutiny report.
6. The sale of the 'Said Plot' along with the approval for the premises shall be done by the Vendors to the nominee of the Developer, free of all encumbrances, charges, liens and free from third party claims of whatsoever nature.

  
 Vendor No. 1

  
 Vendor No. 2

  
 Developer



7. During the subsistence of this Agreement and till the execution of the Sale Deed of the Said Plot in favour of the Developers / Developers nominee as contemplated in this Agreement, the Vendors irrevocably undertake to maintain the 'Said Plot' free from all encumbrances, liens, claims or charges of each and every nature.

8. That in the event any Person or Persons lay claim to the 'Said Plot', of whatsoever nature and are entitled to the title thereof, then the Vendors do hereby covenant and agree that the said share of any such Person or Persons shall be satisfied out of the consideration to be paid to the Vendors.

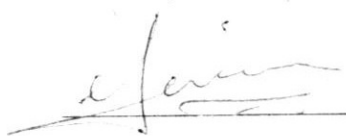


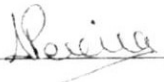
The Vendors shall fully indemnify the Developer and/or his nominee vis-à-vis any claims against the 'Said Plot' by any person/s claiming through the Vendors and/or otherwise.

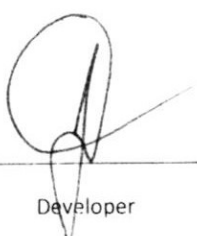
10. The Vendors hereby permit and authorize the Developer to obtain all the necessary permissions for developing the Said Plot and for undertaking the construction of the Said Plot.

11. The Vendors hereby permit the Developer and/or his agents/workmen etc to enter upon the Said Plot for the purpose of undertaking all the development work upon the Said Plot.

12. The Vendors hereby permit the Developer to subdivide the Said Plot and get approved the premises

  
 Vendor No. 1

  
 Vendor No. 2

  
 Developer

on the Said Plot and further to market the said plots with approved bungalow/bungalows by quoting the minimum consideration price as mentioned in the Clause (2) of this Agreement.

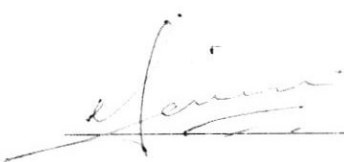
13. The Vendors shall execute in favour of the Developer the Power of Attorney so that the Developer can obtain the necessary permissions for undertaking the development of the Said Plot.

#### **OBLIGATIONS ON THE PART OF THE DEVELOPER**

14. The Developer shall within 24 months from the date of execution of this Agreement apply and obtain the requisite permissions for developing the Said Plot.

15. Upon the execution of this Agreement, the Developer has paid to the Vendors an amount of Rs. 6,00,000/- (Rupees Six Lakhs Only), which amount shall be subsequently adjusted as the consideration price payable to the Vendors in respect of the Said Plot. The aforesaid mentioned amounts have been paid in the following manner
- 1) A sum of Rs. 3,00,000/- ( Rupees Three Lakhs only) by cheque No. 05987 dated 14/05/2020 on Bank of India Fatorda branch.
  - 2) A sum of Rs. 3,00,000/- ( Rupees Three Lakhs only) by cheque No.059890 dated 30/05/2020 on Bank of India Fatorda branch.







Vendor No. 1                      Vendor No. 2                      Developer

16. The front portion of the 'Said Plot' is classified as settlement and the rear portion of the 'Said Plot' falls in NDZ/orchard and/or un-developable zone. The Developer shall endeavor to at his cost sub-divide the settlement portion of the Said Plot into three plots namely Plot 'S-1' admeasuring 960.50 sq.mtrs, Plot 'S-2' admeasuring 969.50 sq.mtrs and Plot 'S-3' admeasuring 1059 sq.mtrs including proposed road widening as shown on the plan attached to this agreement. All the three plots are shown in the plan annexed to this Agreement. The Developer shall also try to distribute the NDZ/orchard area of the Said Plot into three portions and allot the same for the exclusive use of Plots S-1, S-2 and S-3. The NDZ/Orchard portion adjoining S-1 shall be known as O-1, adjoining S-2 shall be known as O-2 and adjoining S-3 shall be known as O-3. The approximate area of O-1 is  $1704\text{m}^2$ , the approximate area of O-2 is  $2014\text{m}^2$ , The approximate area of O-3 is  $2709\text{m}^2$ .

17. The Developer shall at his cost develop and market the Said Plots S-1, S-2 and S-3 along with the NDZ/orchard plots O-1, O-2 and O-3. Towards the cost of development and other allied cost, the Developer shall retain twenty percent of the total consideration amount received and the balance eighty percent of the consideration amount shall be paid to the Vendors as cost of land.



Vendor No. 1

Vendor No. 2

Developer

18. The Developer shall market the plots with approved premises to be constructed in the Said Plots S-1, S-2 and S-3 to various third party purchasers along with exclusive rights to use portion of the Said Plot marked as NDZ/orchard zone O-1, O-2 or O-3, as shown in the plan attached herewith or alternately to enjoy joint undivided proportionate right to the entire NDZ/orchard portion of O-1, O-2 and O-3 combined.

#### NO PARTNERSHIP AGREEMENT

19. It is specifically mentioned that this is not a partnership agreement and neither party has any intention to act as a partner of the other. The Vendors are the owners of the Said Plot and the entire development upon the Said Plot shall be done by the Developer without any partnership agreement between the Vendors and the Developer. The Vendors shall not have any role to play in the development of the Said Plot. The Developer shall have a first charge on the property in respect of only the amounts receivable by him in terms of this Agreement.
20. The Vendors and the Developer shall both be Parties to all third party Agreements pertaining to the sale of the Said Plot.



Vendor No. 1

Vendor No. 2

Developer

shall be confined to all the development work done in the Said Plot, including the obtaining of all development permissions and marketing the plots to third party purchasers.

### **SPECIFIC PERFORMANCE OF THE CONTRACT.**

22. The parties hereto shall specifically perform this contract and shall be entitled to secure the specific performance of this contract from the other party. Specific Performance of the terms of this Agreement shall constitute the essence of this Agreement.


### **NOTICES:-**



23. All notices, correspondence and/or documents addressed to the respective parties should be addressed at the address of the respective parties as mentioned in this Agreement by either hand delivery, registered Post or Courier services
24. In case of any change in address, the same shall be communicated in writing to the other side within 10 days of such change happening

### **AGREEMENT TO SUPERSEDE ALL OTHER UNDERSTANDINGS: -**

25. This Agreement and the contents hereof shall supersede all other agreements, arrangements, understandings, correspondence, and

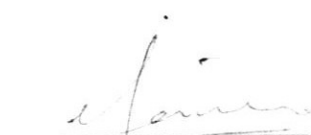
  
 Vendor No. 1
   
 Vendor No. 2
   
 Developer

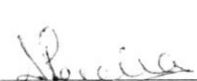
representations, between the parties hereto with respect to the subject matter of the present Agreement.


26. The terms of this Agreement shall not be altered or changed or added to nor shall anything be omitted from this Agreement except by means of an agreement in writing duly signed by both the parties.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and signatures to this Agreement on the day, month and year first herein above written.



  
Vendor No. 1

  
Vendor No. 2

  
Developer



SIGNED AND  
DELIVERED by the  
within named the  
VENDORS



Right Hand Finger Impression of



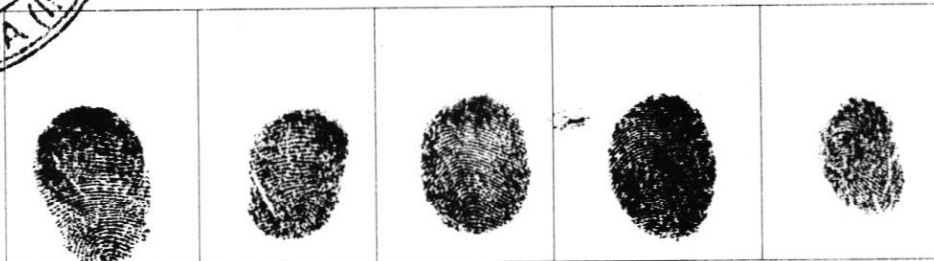
Left Hand Finger Impression of

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| Vendor No. 1 | Vendor No. 2 | Developer |

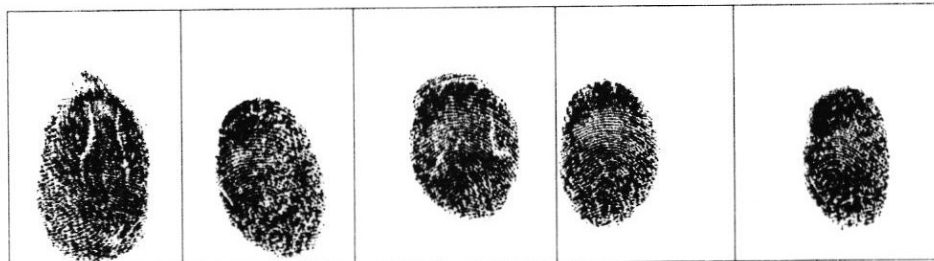
SIGNED AND  
DELIVERED by the  
within named the  
VENDORS



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Right Hand Finger Impression of



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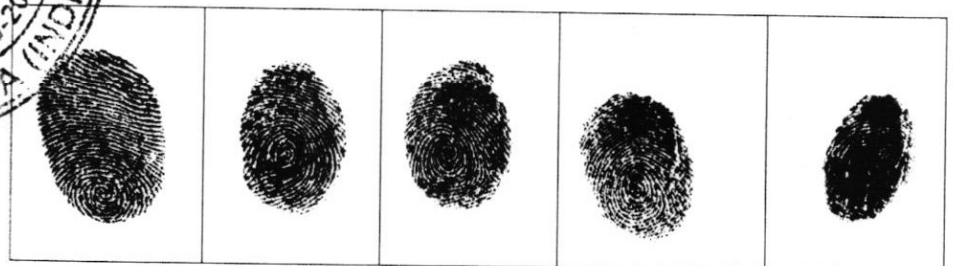
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Developer

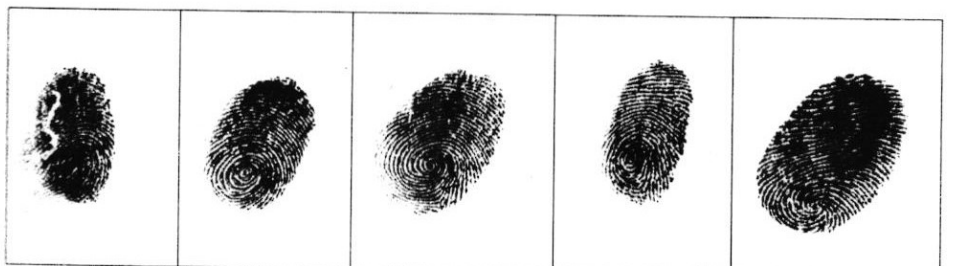
SIGNED AND  
DELIVERED by the  
within named the  
**DEVELOPER**



*Jayaramdas*



Right Hand Finger Impression of

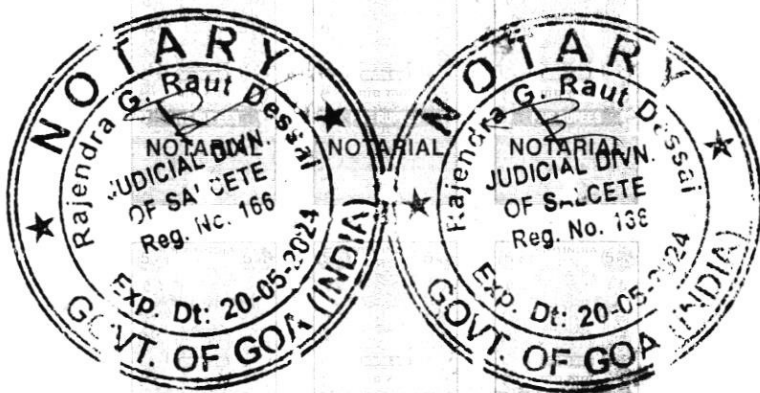


Left Hand Finger Impression of

*Jayaramdas*

*Shivaji*

*[Signature]*



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EXECUTED BEFORE ME  
WHICH I ATTEST

*R*

Rajendra G. Raut Dessai  
ADVOCATE & NOTARY  
MARGAO

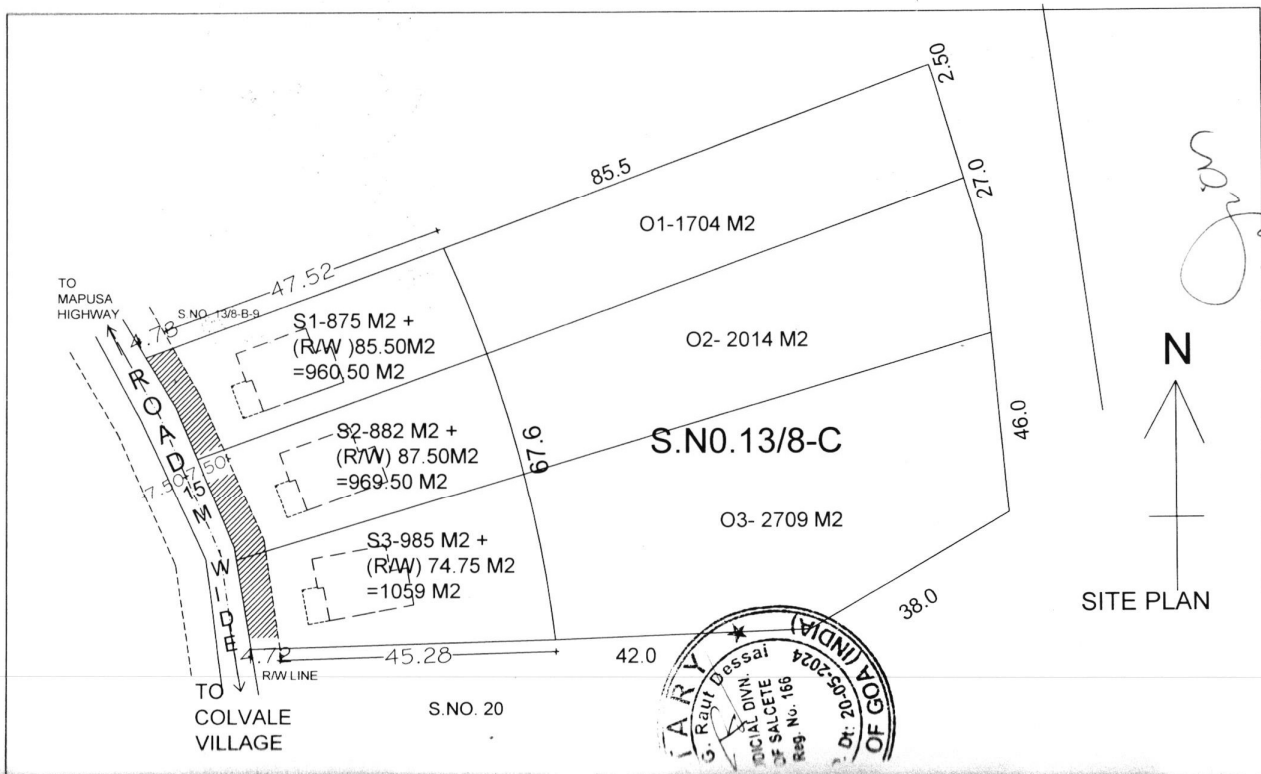
STATE OF GOA (INDIA)

PLACE: MARGAO

REG. NO. 41999/2020

DATE: 30-05-2020





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