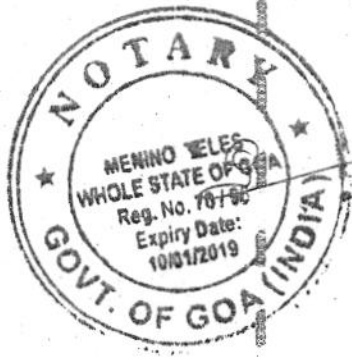




गोवा GOA

Serial No. 8827 Place of Vendor, Panaji Date 05/7/16
Value of Stamp Paper 1000
Name of Purchaser Alex Rasquinha 296968
Residence _____ Name of Father _____
Purpose _____ Transacting Parties: _____



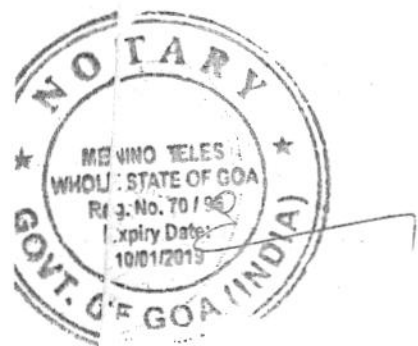
M
Sign of Stamp Vendor
Mangala N. Karapurkar
License No AC/STP/VEN/747/99

Alex
Sign of Purchaser

AGREEMENT OF DEVELOPMENT AND SALE

THIS AGREEMENT OF DEVELOPMENT AND SALE is
made at Panaji, Goa. on this 7th day of July, 2016

Alex



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BETWEEN

(1) Mr. DOMNIC RASQUINO, son of Mr. Alex Rasquinha, 45 years of age. Civil Engineer, PAN Card No. AEFPR4047B, Indian National and his wife (2) Mrs. KAREN STELLA RASQUINHA, aged 38 years, daughter of late Vincent Fernandes, teacher, PAN Card No. AFWPR7616A, Indian National, both resident of Bldg., No. 5A, 5th floor, (F-1-1), Models Millenium Vistas, Caranzalem, Tiswadi, Goa. represented herein by their duly conkstituted attorney Mr. ALEX RASQUINO, 73 years of age, married, Indian National, resident of Caranzalem, Goa vide Power of Attorney duly executed before Adv. J.S. Rebello, Notary, Panaji, registered under NO. 14542/13 dated 18-07-13, hereinafter called as the 'FIRST PARTY' (which expression shall mean and include their heirs, executors, administrators and assigns) of the ONE PART

AND

M/S RASQUINO DEVELOPERS, a partnership firm duly registered before the Registrar of Firms, Ilhas, Goa under No. 162/5 dated 05/10/2015, PAN Card No. AATFR4451M.



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represented herein by its partners (1) Mr. ALEIXO RASQUINO, 73 years of age, married, retired, PAN Card No. ACRPR4340K, Indian National (2) Mrs. DOROTEA RASQUINO, 66 years of age, married, housewife, Indian National, PAN Card No. ACRPR4341J, and (3) Mrs. KAREN RASQUINO, 38 years of age, daughter of late Vincent Fernandes, teacher, PAN Card No. AFWPR7616A, Indian National, all resident of Caranzalem, Tiswadi, Goa, hereinafter called as the 'SECOND PARTY' (which expression shall mean and include their heirs, executors, administrators, successors and assigns) of the OTHER PART

WHEREAS. First Party is the exclusive and absolute owner of the Plot admeasuring 1100 sq. mts., with residential house in dilapidated condition existing therein, bearing no. 157 (old) and 171 (new) situated at Kitla-Aldona, within the limits of Village Panchayat of Aldona, Sub District of Bardez, North Goa District, State of Goa, which plot is now surveyed under survey No. 170/16 of Village Aldona and is fully described in Schedule hereunder written;



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AND WHEREAS, the said plot of land was purchased by Mrs. Maria Rasquinha e Pereira, vide Deed of Sale presented for registration in the Office of Sub Registrar, Bardez, Mapusa, under Sr. NO. 773/04 dated 20.04.2004 and duly registered under no. 943 at page 123 to 132 of Book NO. 3, Vol. No.1121 dated 25.05.04;

AND WHEREAS, the said plot was gifted by said Mrs. Maria Rasquinha e Pereira to Mrs. Karen Rasquinha, vide Deed of Gift duly registered in the Office of the Sub Registrar, Bardez, Mapusa, under Book 1, Registration. BR4Z-BK1-04R320-2013, CD no. BNZD554 dated 18.09.2013;

AND WHEREAS, Mrs. Karen Stella Rasquinha and her husband Mr. Domnic Rasquino, the First Party herein, thus became the exclusive and absolute owner of the said plot fully described in Schedule hereunder written;



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AND WHEREAS, Second Party is the Builder/Developer and engaged in developing and constructing the buildings/houses on ownership basis;

AND WHEREAS, the First Party herein has agreed to entrust the development of the said plot to the Second Party and the Second Party has agreed to accept the said plot of land for undertaking development and construction thereon;

AND WHEREAS, it has been agreed by and between the parties that the Second Party shall undertake construction in the said property at its own costs as per the approved plans and after obtaining all the requisite permissions from the competent authorities;

AND WHEREAS, the First Party hereby authorise the Second Party to apply and obtain all the requisite permissions



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and approvals for undertaking the construction in the said property;

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The First Party shall permit the development and the Second Party shall undertake development and construction in the plot admeasuring 1100 sq. mts., surveyed under survey no. 170/16 of Village Aldona, within the limits of Village Panchayat of Aldona, Sub District of Bardez, North Goa District, State of Goa fully described in Schedule hereunder written.
2. The Second Party shall construct the building to be known as 'ALDOR' in the said plot of land consisting of eight flats and two shops and the bungalow known as 'ALTEA' at its own costs and expenses.
3. The Second Party shall obtain all the requisite permissions and approvals required for undertaking development and



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construction in the said property from the competent authorities at its own costs.

4. The First Party has authorized and empowered the Second Party to enter into agreement for sale or such other agreements pertaining to sell of the flats/shops in the said building project on such terms and conditions and for such consideration as the Second Party may deemed fit.

5. It is agreed between the parties that the consideration towards the sell of the said flats/shops in the project shall be mutually settled by the parties among themselves.

6. The First Party authorize the Second Party to do all acts, deeds and things pertaining to the development and construction in the said property on their behalf

7. The First Party declares that the said plot of land described in Schedule hereunder written is free from encumbrances, having clean, clear and marketable title.



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8. The First Party declares that the First Party has not entered into any agreement for sale in respect of the said property nor the property is mortgaged to any bank or financial institution.

9. The Second Party shall complete the construction work of the project within a period of 36 months from the date of execution of this agreement.

10. Whatever that is not specifically stated herein shall be governed by the Principles of Contract Act, Specific Relief Act and Transfer of Property Act.

SCHEDULE

ALL that plot admeasuring 1100 square metres with residential house in dilapidated condition bearing no. 157 (old) and 171 (new) situated at Kitla-Aldona, within the limits of Village Panchyat of Aldona, Sub District of Bardez, North Goa District, State of Goa, which plot is surveyed under survey no. 170/16 of Village Aldona and bounded as under:



On the North : By Road;
 On the South : BY Survey No. 170/5;
 On the East : By Survey No. 170/17;
 On the West : By Survey No. 170/5.

IN WITNESS WHEREOF, the parties hereto have signed
 this Agreement on the day, Month and the year first above
 mentioned.

SIGNED AND DELIVERED BY)
 THE WITHIN NAMED FIRST PARTY)
 1) Mr. DOMNIC RASQUINO)
 2) Mrs. KAREN STELLA RASQUINHA)
 Represented by their duly constituted)
 Attorney Mr. ALEIXO RASQUINO)
Aleixo Rasquino

SIGNED AND DELIVERED BY THE)
 WITHIN NAMED SECOND PARTY)
 M/S RASQUINO DEVELOPERS)
 Represented by its partners)
 Mr. ALEIXO RASQUINO)
 for self and as attorney of)
 Mrs. DOROTEA RASQUINO)
 Mrs. KAREN RASQUINO)
Aleixo Rasquino

IN THE PRESENCE OF:

1. *Mareem S. Kanunkar*
2. *Paran Shetty*

