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Purchased by SHILPA GUPTA

Article 5 General Agreement Description of Document

Property Description NA Consideration Price (Rs.)

**回答案会员的** 

First Party SHILPA GUPTA

ADHITRUM HOMES LLP PARTNER JITIN GUPTA AND SHILPA GUPTA Second Party

12-May-2022 11:59 AM

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1,000 Stamp Duty Amount(Rs.) (One Thousand only)

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IN-DL31412609371282U

Tis Hazari Courts, DELHI Regd. No.-7517

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## AGREEMENT FOR DEVELOPMENT

Regd. No.-7517

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shoulestamp toh' or using e-Stamp Mobile Any discrepancy in the details on this Certificate and as available on the website? Mobile App renders it invalid. br'using e-Stamp Mobile App of Stock Holding
- 2. The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.

THIS AGREEMENT FOR DEVELOPMENT is made at DELHI on this 12th day of May, 2022.

MRS. SHILPA GUPTA, d/o. Mr. Mohan Lal and wife of Mr. Jitin Gupta, aged about 42 years, married, business, Indian National, holder of Pan Card bearing No. , Aadhaar Card No. permanent r/o. 13/19, 3rd Floor, Shakti Nagar, North Delhi, Delhi - 110007, hereinafter called as the 'OWNERS' (which term and expression shall unless repugnant to the context of meaning thereof shall be deemed to mean and include her heirs, legal representatives, administrators, executors, assigns or any other person legally, equitably or otherwise claiming through her) of the FIRST PART.

#### AND

ADHITRUM HOMES LLP, a Partnership Firm Having its head office at 204, Shakuntala Building, 59, Near Sona Sweet, Nehru Place, Delhi – 110019, holding Pan Card , represented by its Partner 1) bearing No. MR. JITIN GUPTA, s/o. Mr. Shiv Kumar Gupta, aged about 45 years, business, married, Indian National, holder of Pan Card bearing No. Aadhaar Card bearing No. MRS. SHILPA ARGUPTA, d/o. Mr. Mohan Lal and wife of Mr. Jitin Gupta, SANYOGI aged about 42 years, married, business, Indian National,

Tis Hazari Chrolider of Pan Card bearing No. APZPG1229D, Aadhar

Card No. 6022 8325 0472, permanent r/o. 13/19, 3<sup>rd</sup> Floor, Shakti Nagar, North Delhi, Delhi - 110007, hereinafter called as the 'DEVELOPERS' (which term and expression shall unless repugnant to the context of meaning thereof shall be deemed to mean and include their heirs, legal representatives, administrators, executors, assigns or any other person legally, equitably or otherwise claiming through them) of the SECOND PART.

WHEREAS there exist an immovable residential Property known as "VAGATOR" or "AFORAMENTO DE TERCERIO TOLOPO" or "AFORAMENTO DE TOLOP" bearing Survey No. 238/5, admeasuring an area of 2000 square meters, along with the residential House therein bearing House No. 638 Situated at Vagator, Anjuna, Bardez - Goa within the Jurisdiction of Village Panchayat of Anjuna - Caisua, North Goa District, State of Goa, which Property is described in the Land Registration Office of Bardez under No. 38321 of Book B-98 at Page 96, inscribed under Inscription No. 35135 of Book G-39 and found enrolled in the Taluka Revenue office of Bardez under Matriz Predial No. 2338 of 4th Circumscription and

Regd. No.-7517/.

EAST: By Public Road;

is bounded as under:-

WEST: By Survey No. 238/4;

NORTH: By Survey No. 238/3 &

SOUTH: By Survey No. 238/6.

AND WHEREAS the Party of the FIRST PART is the lawful owner in possession of the Said Property which she have acquired by virtue of Deed of Sale dated 20/10/2021 registered before the Sub-Registrar of Bardez, under Registration No. BRZ-BK1-2021.

AND WHEREAS the Said Properties hereinafter shall be referred to as "SAID PROPERTY".

AND WHEREAS the DEVELOPERS herein having being learnt that the Said Property bearing Survey No. 238/5 is for Development have approached the OWNERS/FIRST PARTY to Develop the same for the purpose of Construction Of residential Villas thereon for Sale to the intending Purchasers comprising of Ground plus one Floors as per the Approved plans approved by the Town and Country Planning Department (TCP)

AND WHEREAS the subject matter of this Agreement for Development and Sale is the Said Property bearing Survey No. 238/5, Situated at Vagator, Anjuna, Bardez - Goa, and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the OWNERS and the DEVELOPERS have agreed to Develop the SAID PROPERTY on the following terms which are put down in writings:

- i) That the DEVELOPERS shall construct the Commercial Building/Residential Villas in the SAID PROPERTY at their own cost and expenses.
- ii) That the BUILDERS shall give 40% out of the total Sale amount/consideration out of the Sale of the Villas to the OWNERS herein.
- iii) That the remaining Sale amount/consideration of 60% will be with the DEVELOPERS which they are entitle to after selling the Said Villas to the intending PURCHASERS.

AND WHEREAS on the basis of the above representation/covenants hereunder and on the assumption that the SAID PROPERTY will be permitted to be used for the intended Construction purposes, the DEVELOPERS have agreed to Develop the SAID PROPERTY from the SELLERS/OWNERS on the consideration and on the terms and conditions mentioned in this Agreement.

# NOW THIS AGREEMENT WITNESSESTH AS UNDER

1. In Consideration of the 40% of the total Sale amount in the Said Construction agreed by the DEVELOPERS to construct and to be allotted to the SELLERS/OWNERS, the SELLERS/OWNERS agree and bind themselves to sell, convey, transfer unto the DEVELOPERS the SAID PROPERTY admeasuring 2000 square meters as described in the Schedule.

- 2. The SELLERS /OWNERS on signing/execution of this Agreement of Sale and Development consents the complete possession of the SAID PROPERTY to DEVELOPERS.
- 3. The SELLERS have taken all approvals, permissions/NOC`S and Licenses which are required to be obtained from the concerned Village Panchayat, Town and Country Planning, the P.D.A., P.W.D, Central P.W.D and/or any other local/Government body or Authority required under law and have procure and obtain all such necessary approvals, licenses and permissions.
- 4. The SELLERS/OWNERS undertake to sign and execute all such applications, Plans, drawings, documents, declarations, affidavits or any other papers as may be required from time to time by the DEVELOPERS to be signed and executed by them for the purpose of obtaining and procuring the Said licenses/NOC`S or Permissions from the concerned authorities.
- 5. The SELLERS/OWNERS shall not interfere with the working of the scheme of Construction and sale after verifying the Approved Plan passed by concern authorities. The DEVELOPERS shall be free to sell remaining area after settling the OWNERS and the other interested parties from the proposed construction to any Party of their Choice and appropriate the consideration thereof

and for this purpose to execute any Agreement including Agreement for Sale / Deed of Sale as may be required and deemed fit and necessary.

- 6. The DEVELOPERS shall hand over the Possession of the respective premises from the Said Building to the OWNERS within the Period of three years from the signing of this Agreement with 6 months grace period which may occurred due the unavailability of construction raw-material.
- 7. The DEVELOPERS shall provide Electricity and water connection to the OWNERS at the Cost of the OWNERS.
- 8. The DEVELOPERS shall maintain the Said Building/premises in good condition and the repairs and maintenance of the Said Building shall be done from the funds above mentioned.
- 9. That after the Completion of the Building the OWNERS shall transfer/convey the Proportionate share in the Said Building to the DEVELOPER or to the intending Purchaser.
- 10. That the OWNERS/SELLERS shall transfer/convey the remaining built-up area in favour of the DEVELOPER or any favour Prospective Purchasers as per the DEVELOPER.

- 11. The SELLERS/OWNERS declares that they will not enter into any other agreement or agreements or deals affecting their Share/Right in the SAID PROPERTY with any other person or agency or authority during the pendency of this Agreement.
  - 12. That the SELLERS/OWNERS further declares that there are no Agreements or contracts or arrangements/mortgage liens entered into by the SELLERS/OWNERS affecting the SAID PROPERTY.
    - 13. The SELLERS/OWNERS hereby declares that they shall have no claim or demand of whatsoever in nature in respect of the money received by the DEVELOPER from the Sale of the Said Construction in the SAID PROPERTY. Like the DEVELOPER further declares that they shall have no claim or demand of whatsoever nature in the respect of the 60% of the Built up area constructed in the Said Property.
    - 14. The SELLERS/OWNERS hereby declares that they will sign the Deed of Sale in favour of the DEVELOPERS or the prospective buyers of the DEVELOPERS after getting ready possession along with the Occupancy Certificate of the villas.

### SCHEDULE

## (SCHEDULE OF THE PROPERTY)

"VAGATOR" or "AFORAMENTO DE TERCERIO TOLOPO" or "AFORAMENTO DE TOLOP" bearing Survey No. 238/5, admeasuring an area of 2000 sq. mts., along with the residential House therein bearing House No. 638 Situated at Vagator, Anjuna, Bardez - Goa within the Jurisdiction of Village Panchayat of Anjuna - Caisua, North Goa District, State of Goa, which Property is described in the Land Registration Office of Bardez under No. 38321 of Book B-98 at Page 96, inscribed under Inscription No. 35135 of Book G-39 and found enrolled in the Taluka Revenue office of Bardez under Matriz Predial No. 2338 of 4th Circumscription and is bounded as under:-

EAST: By Public Road;

WEST: By Survey No. 238/4;

NORTH: By Survey No. 238/3 &

SOUTH: By Survey No. 238/6.

IN WITNESS WHEREOF all the parties herein have made and signed this Agreement for Development on the date, day and year herein above mentioned out of their own free will and after fully understanding the contents thereof and in the presence of two attesting witnesses who have signed hereinbelow.

SIGNED, SEALED AND DELIVERED

By the withinamed SELLERS/OWNERS

1. Milhelights,

(MRS. SHIPA GUPTA)

By the withinnamed "DEVELOPERS"



((ADHITRUM HOMES LLP through its Partner

MR. JiTIN GUPTA))

(ADHITRUM HOMES LLP through its Partner-

MRS. SHILPA GUPTA)

Marmonda

(1) R-15, fixed Floor, Dos vade colony Sos nuwespiris
New Oslin-65

Regd

(2) 204, Shakuntala Building, 59, Nehm Place. New Delhi-110019

ATTESTED

NOTARY PUBLIC DELHI 12 MAY 2022