

For the purpose of
the development of the

Memorandum
of Understanding

279/24

[Signature]

[Signature]



AGREEMENT FOR DEVELOPMENT, CONSTRUCTION

AND SALE

[Signature]

[Signature]



THIS AGREEMENT FOR DEVELOPMENT, CONSTRUCTION AND

SALE is made at Quepem, Goa on this 16th day of the month of March, 2024.

BETWEEN

1. **MR. BOSCO FERNANDES**, Son of Torcato Fernandes, 56 years, Service, Married, holder of PAN Card bearing No. _____, and Aadhar Card bearing no. _____

Mobile No. _____, r/o A/301, Vrindavan Apartment Murbad road, opp. Godbole Hospital Syndicate, Kalyan West, Kalyan Thane, Maharashtra- 421301. Hereinafter called as the "**OWNER/VENDOR**" (which expression shall unless repugnant to the context or meaning thereof shall include his heirs, legal representatives, successors, administrators and assigns) OF THE FIRST PART.

AND

2. **MR. VIVEK KAMALAKANT AKHADKAR**, Son of Kamalakant Quira Akhadkar, aged 44 years, businessman, Married, Indian National, r/o H. No.176, Vinda Smiling Colony, Fondvem, Ribandar, Tiswadi, North Goa, Goa - 403006, holding Pan Card No. _____, Aadhar Card No. _____,

Mobile No. _____, hereinafter called as "**DEVELOPER/PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof shall include his heirs, legal representatives, successors, administrators and assigns) OF THE SECOND PART.



there exists a property known "AGCHIMORDI", admeasuring 1048 sq. mts., situated at Cacora, within the limits of Curchorem Cacora Municipal council, Taluka and Sub District of Quepem District of South Goa, State of Goa, described in the Land Registration Office of Quepem under No. 19196, enrolled in Taluka Revenue Office under Matriz No. 664 and surveyed under No. 130/1 of village Cacora, Taluka Quepem and bounded on the East by Public road which goes from the temple of Shri Mahadeva of Cacora to the Temple of Maruti Gad also known as Hanumant, on the west by the property bansay of Bieugodu Sinai Cacodear, on the North by property known as Maranchi Antoi of Hanumantgad and on the South by the property known as Fovem of Varico Dorma and others; hereinafter shall be referred to as the **"SAID PROPERTY"**. The said property was further partitioned and got a new survey no. 130/1-M

AND WHEREAS, the said property originally belonged to Kum. Daquibai Coculbai Calavanta alias Daquibai Kakodkar, unmarried. Vide deed of Gift dated 23/08/1973, duly registered before the sub registrar of Quepem, under no. 166 at pages 257 to 260 of Book no. 1. Volume number 33 dated 27/08/1973 the said property was gifted to Mr. Paresh Kakodkar.

AND WHEREAS, Mr. Paresh Kakodkar initiated an inventory proceedings bearing no. 16/1998, before the court of Comarca of

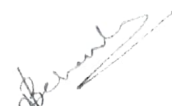


Sub-Registrar of Quepem and Vasco Da Gama, at Margao for the Partition of the estate left behind by the then deceased Kum. Daquibai Coculbai Calavanta alias Daquibai Kakodkar, wherein it was ordered vide decree dated 11/01/1999 that Mr. Paresh Kakodkar is the sole and universal legal heir of Kum. Daquibai Coculbai Calavanta alias Daquibai Kakodkar and entitled to the property named "AGCHIMORDI".

AND WHEREAS, by Deed of Sale dated 18/03/2014, registered in the Office of the Sub Registrar of Quepem under No.QPM-BK1-00276-2014, and bearing CD number QPMD3 of Book No. 1, said Mr. Paresh Laxman Kakodkar and Smt. Madhavi Paresh Kakodkar sold the said property to Mr. Bosco Fernandes. (The Vendor herein) and thus is the absolute owner of the said Property.

AND WHEREAS, the Developer/Purchaser is interested in developing and purchasing the said property from the Owner/Vendor and therefore, has approached the Owner/Vendor with the request to sell him the said Property for the purpose of developing the same.

AND WHEREAS, the Owner/Vendor has agreed to sell to the Developer/Vendor and the Developer/Purchaser has agreed to purchase from the Owner/Vendor the said Property on the following terms and conditions.





NOW THIS AGREEMENT FOR DEVELOPMENT,

CONSTRUCTION AND SALE WITNESSETH AS UNDER:

1. That Owner/Vendor has agreed to sell the said Property more particularly described in Schedule written hereunder to the Developer/Purchaser or to his representative for the total consideration of 38,00,000/- (Thirty Eight lakhs only) as under:

- a. 201 is one 2 BHK Flat on the Second Floor totally admeasuring 93.75 sq. mts.
- b. 202 is one 1 BHK Flat on the Second Floor totally admeasuring 59.99 sq. mts.
- c. 301 is one 2 BHK Flat on the Third Floor totally admeasuring 99.73 sq. mts.
- d. 302 is one 1 BHK Flat on the Third Floor totally admeasuring 59.99 sq. mts.

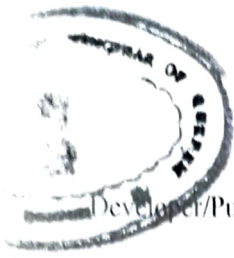
And all the above consideration at **a- d** is more particularly shown/described in the Annexure -1 annexed to this Agreement.

2. That the said consideration as stated in Para 1, will be paid on or before, after completion of construction and by obtaining



Occupancy Certificate. That the total cost of construction will be
90,00,000/- (Ninety lakhs Only)

3. That after taking the possession of the said property, the Developer/Purchaser shall complete the construction on the said property within a period of 2 years from the date of obtaining all the required permissions for commencing the said construction. Provided however that if in the opinion of the architect, the project be delayed by force majeure or by reason of any exceptionally inclement weather or by reason of civil commotion, local combination of workmen or strike or lock- out affecting any of the building, trade or any reason which is beyond the control of the DEVELOPER/ PURCHASER, then DEVELOPER/PURCHASER with the consent of OWNER/VENDOR extend the period as stipulated in the foregoing provision.
4. That the Owner/Vendor Shall execute Sale Deed in favour of Developer/Purchaser and or his nominee or representatives within 30 days from the date of receiving the consideration as stated in Para 1, by the Owner/Vendor.
5. That the Owner/Vendor shall fully cooperate with the Developer/Purchaser to transfer the registration of the said Property before all the authorities in the name of



Developer/Purchaser and for the said purpose shall sign no objection certificates and all other required documents.

6. That the Owner/Vendor hereby confirms to the Developer/Purchaser that the said Property hereby agreed to be sold is free from all kind of encumbrances such as prior sale, gift, disputes, litigation, acquisition, requisition, decree and attachment in the decree of any Court, lien, Court injunction, lease, notice, claim, demands, will, trust, exchange, prior subsisting agreement to sell, except as expressly disclosed in this agreement, and if it is ever proved otherwise than the Owner/Vendor will be liable and responsible to make good the losses suffered by the Developer/Purchaser.

7. No notification is issued under any Ordinance, Act, statute/rule or regulation affecting the Plot hereby agreed to be sold.

8. That all the dues, taxes, levies, charges and / or any demands by any authority or agency or government body of whatsoever nature if any payable in respect of the said Property hereby agreed to be sold shall be paid and borne by the Owner/Vendor up to the date of the sale deed / final payment.

9. The Owner/Vendor hereby represents and warrants that he is competent to enter into this agreement and perform in terms



hereto and that the execution of the agreement and performance in terms hereby shall not violate any law, rule, regulation, contract, order of any authority / court by which Owner/Vendor are bound.

10. That, the Owner/ Vendor has obtained Conversion Sanad in respect of the said Property.

11. That the DEVELOPER/PURCHASER shall be entitled to commence development on the SAID PROPERTY and obtain Technical Clearance Order, get Construction Plans approved, obtain No Objection Certificates, Licenses, Permission and such other documents etc. that may be required to commence construction on the SAID PROPERTY for which necessary license is granted to the DEVELOPER/PURCHASER herein to enter the SAID PROPERTY.

12. The OWNER/VENDOR herein for a better and effectual working of these presents shall on execution of these presents execute a Power of Attorney in favour of DEVELOPER/PURCHASER with all powers to act jointly or severally and to represent and act for and on behalf of the OWNER/VENDOR before all concerned Authorities for obtaining construction licenses/ obtain necessary permission,



approvals and No Objection Certificates with respect to development on the SAID PROPERTY.

13. That the DEVELOPER/PURCHASER shall be entitled to prepare plans for the development of the SAID PROPERTY and shall be entitled to obtain at its exclusive costs the necessary permissions, approvals, licenses, NOC for development on the SAID PROPERTY under the relevant laws, acts, rules and regulations from the Village Panchayat, North Goa Planning and Development Authority, Town and Country Planning Department, RERA Permissions and/or from any other statutory body and/or authority and only thereafter to commence construction on the SAID PROPERTY, if required, according to the terms and approvals granted by the concerned authorities.

14. That on execution of these presents the DEVELOPER/PURCHASER and its representatives, nominees and assigns shall be entitled to enter upon the SAID PROPERTY and survey, demarcate the land, excavate, fill and commence and execute construction works thereon and do all that is required for efficient development and construction on the SAID PROPERTY.



15. That the DEVELOPER/PURCHASER shall be entitled to erect hoardings and name boards at the site and advertise the construction scheme by such means as may be found convenient.

16. That the DEVELOPER/PURCHASER shall also be entitled to display the elevation of the proposed construction for the purpose of sale of the development on the SAID PROPERTY.

17. The OWNER/VENDOR undertakes to indemnify the DEVELOPER/PURCHASER against any person/s who may prove a better title to the SAID PROPERTY. It is also undertaken by the OWNER/VENDOR herein that in the event of a claim through a defect in title to the SAID PROPERTY, the OWNER/VENDOR shall indemnify the DEVELOPER/PURCHASER against all such losses that they may suffer as a consequence of such claim.

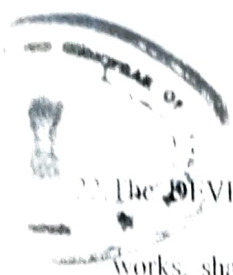
18. That the OWNER/VENDOR have not done, committed or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby they are prevented from granting and conveying the SAID PROPERTY and all rights in respect thereto in the manner aforesaid or whereby the same or any part thereof are, is, can or may be charged, encumbered or shall prejudicially affect the estate, title or otherwise, howsoever of the SAID PROPERTY.

19. The DEVELOPER/PURCHASER shall bear all charges, development fees and such other necessary charges and expenses required to be borne for the construction on and development of the SAID PROPERTY. However, the OWNER/VENDOR undertakes to cooperate with the DEVELOPER/PURCHASER and shall do all necessary acts, deeds and things as and when required for the said purpose.

20. On execution of these presents the DEVELOPER/PURCHASER shall be entitled to issue a public notice in any Daily newspaper/s calling for objections, if any from the public, to the objection be present transaction. Should any received which in the opinion of the Advocate of the DEVELOPER/PURCHASER is considered germane then these presents shall be voidable at the option of the DEVELOPER/VENDOR

21. It is agreed and understood by the OWNER/VENDOR herein that in the event there is any increase in the F.S.I/F.A.R of the SAID PROPERTY then benefit of the same shall inure only to the DEVELOPER/PURCHASER herein and the OWNER/VENDOR shall not claim any increase in the purchase consideration for the SAID PROPERTY in respect thereto or for any other reason.





22. The DEVELOPER/PURCHASER, while carrying out the said works, shall comply with the provisions of all laws, rules and bye-laws for the time being in with statutes force affecting the said works and will give all necessary notices to and obtain the requisite sanction of the concerned local authorities in respect of the said works and will comply with the building and other regulations of such authority and will keep the OWNER/VENDOR indemnified against all fines, penalties and losses incurred by reason of the breach of the DEVELOPER/PURCHASER of any such laws, bye-laws and regulations.

23. The OWNER/VENDOR or his representatives shall be entitled to inspect construction and they shall be entitled to point out such defective work is in progress or being executed or such defects in the construction work, quality workmanship.

24. The DEVELOPER/PURCHASER shall be responsible for injury to persons, animals or things and for all structural damages to the property which may arise from the operation or neglect of the DEVELOPER/PURCHASER or their employees, nominees, sub-DEVELOPER/PURCHASER or their employees, whether such injury or damages arises from carelessness, accident or any other

cause whatsoever in any way connected with the carrying out of construction pursuant to these presents.

25. The DEVELOPER/PURCHASER shall indemnify and keep the OWNER/VENDOR s harmless against any claims, demands, actions or proceedings that may be made or adopted against the OWNER/VENDOR or that may be suffered by the OWNER/VENDOR by reason of anything done by the DEVELOPER/PURCHASER pursuant to any work done by them in execution of the said works.

26. The DEVELOPER/PURCHASER shall complete the said project with the material of best quality and in the most substantial and workmen like manner.

27. The parties hereto shall be entitled for the specific performance of these presents. All notices to be served on the parties hereto shall be sufficient if served at the address hereinabove mentioned.

28. This agreement reflects the entire understanding between the parties hereto and supersedes all previous understanding and agreements in relation to the subject of the agreement.



29. That Owner/Vendor shall give the possession of the said Plot to the Developer/Purchaser on the date of executing this agreement.

30. That the parties by their mutual consent may add, alter, modify, change or rectify any of the terms of this understanding.

31. That the expenses of transferring the said Plot in the name of Developer/Purchaser shall be borne by the Developer/Purchaser.

32. That the statement of Saleable area/Units which will be belonging to Developer/Purchaser is more particularly shown/described in Annexure-II, annexed to this agreement.

33. That the Owner/Vendor do hereby undertake to do separate sale deeds in respect to the Flats in the name of more than one person provided the said persons shall pay the charges in respect of the said sale deeds. The owner and the Developer hereby agrees if there is a delay in completing the construction apart from the terms mentioned in paragraph no. 3 of this agreement, as per the agreed period of 2 years, the developer shall pay to the Vendor 10% per anum on the construction cost.





SCHEDULE I

All that landed property known as "AGCHIMORDI", admeasuring 1048 sq. mts., situated at Cacora, within the limits of Curchorem Cacora Municipal council, Taluka and Sub District of Quepem District of South Goa, State of Goa, described in the Land Registration Office of Quepem under No. 19196, enrolled in Taluka Revenue Office under Matriz No. 664 and surveyed under No. 130/1 of village Cacora, Taluka Quepem and bounded as under:-

On the East: By the Public road which goes from the temple of Shri Mahadeva of Kakoda to the temple of Marutigad also known as Hanumantgad.

On the West: By the property Banday of BieuGodu Sinai Cacodcar.

On the North: By the property known as Maranchi Antoi of Hanumantgad.

On the South: By the property known as Fovem of Varico Dorma and others.



SCHEDULE II

All that Plot admeasuring an area of 1048 sq. mts. of the property known as "AGCHIMORDI". The said property was further partitioned and got a new survey no. 130/1-M, more particularly described in Schedule I herein above and the said Plot as a separate distinct unit is bounded as under:

On the East: by the property of Shri. Paresh Laxman Kakodkar and
Smt. Madhavi Paresh Kakodkar and reserved road.

On the West: by property of Shri. Paresh Laxman Kakodkar and
Smt. Madhavi Paresh Kakodkar, Plot of Neznie
Colaco and existing road.

On the North: by Plot 'B' of Shri. Ram Srikant Naik.

On the South: by property under survey no. 131/2 and Fovem of
Varico Dorma and others.

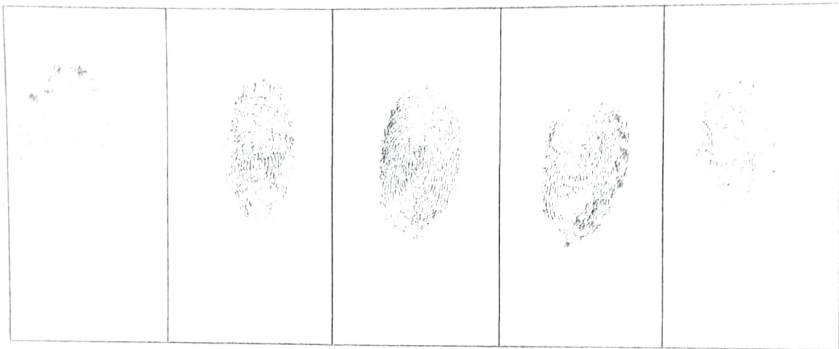
IN WITNESS WHEREOF, the parties have signed this
Memorandum of Understanding on the day, date and the year
hereinabove mentioned.



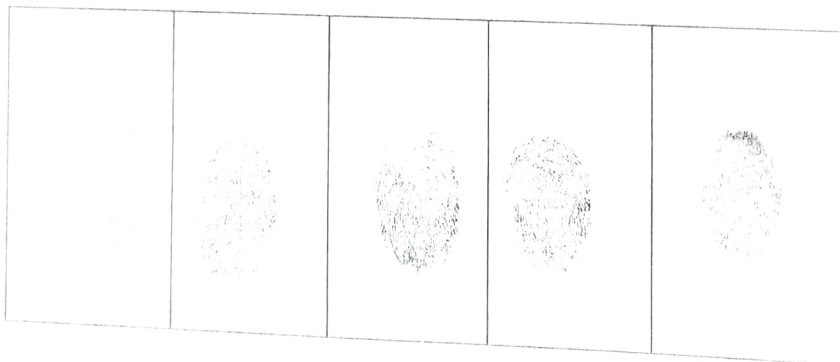
SIGNED AND DELIVERED BY

WITHIN NAMED "THE OWNER/VENDOR".

MR. BOSCO FERNANDES.



Left hand finger prints of **MR. BOSCO FERNANDES**



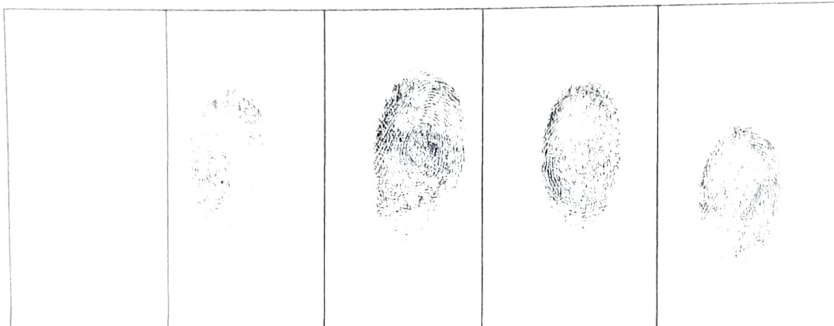
Right hand finger prints of **MR. BOSCO FERNANDES**

SIGNED AND DELIVERED BY

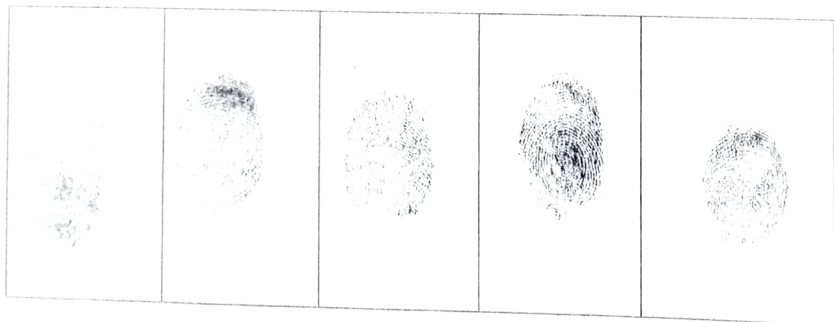
WITHIN NAMED "DEVELOPER/PURCHASER".



MR. VIVEK KAMALAKANT AKHADKAR.



Left hand finger prints of MR. VIVEK KAMALAKANT AKHADKAR



Right hand finger prints of MR. VIVEK KAMALAKANT AKHADKAR



WITNESSES:

1) Mr. Manuel Royand Savio Pereira

Address: F-1, Mangurish Apts. Eugene

Waddo, opp. Auxilium School Caranazalem

Tiswadi Goa- 403002.

Aadhar Card No:



2) Mr. Charlie Conception Louis

Address: 95, Bansai Kakda, Near

Wild West rst and bar, Curchorem,

South Goa-403706.

Aadhar Card No: '



CAVORA PROJECT Saleable Area Statement OWNERS UNITS

No	Type	Floor wise	BUILT - UP AREA						Total Saleable Area per unit
			BALCO NIES	COMMO N STAIRS / PASSAG E	LIFT	STILT PARKI NG	SERVI CE	TERR ACE	
201	2 BHK	Secon d	60.56	17.03	15.03	1.13			93.75
202	1 BHK	Secon d	39.93	9.68	9.66	0.72			59.99
301	2 BHK	Thrd	60.56	17.03	15.03	1.13		5.98	99.73
302	1 BHK	Third	39.93	9.68	9.66	0.72			59.99
TOTAL			200.98	53.42	49.38	3.70		5.98	313.46

Annexure-II

CACORA PROJECT - Saleable Area Statement --- As per format 1

BUILT - UP AREA										Total Se Area pe
No	Type	Floor wise		BALCONIE S	COMMON STAIRS / PASSAGE	LIFT	STILT PARKING	SERVICE	TERRACE	
			FAR							
Apartment Bldg										
	Stilt /Ground floor									
1	Stilt Area Parking service					19	5.26	296.73	10.16	
	First floor								5.98	
101	2 BHK	First	60.56	17.03	15.03	1.13				
102	1 BHK	First	39.93	9.68	9.66	0.72				
103	STUDIO	First	23.74	5.16	5.89	0.44				
104	1 BHK	First	38.73	9.68	9.66	0.72				
105	1 BHK	First	37.44	10.16	9.29	0.7				
106	2 BHK	First	61.99	19.53	15.38	1.15				
Second floor										
201	2 BHK	Second	60.56	17.03	15.03	1.13				
202	1 BHK	Second	39.93	9.68	9.66	0.72				
203	2 BHK	Second	23.74	5.16	5.89	0.44				
204	1 BHK	Second	38.73	9.68	9.66	0.72				
205	2 BHK	Second	37.44	10.16	9.29	0.7				
206	1 BHK	Second	61.99	19.53	15.38	1.15			7.09	
Third floor										
301	2 BHK	Thrd	60.56	17.03	15.03	1.13			5.98	
302	1 BHK	Thrd	39.93	9.68	9.66	0.72				
303	2 BHK	Thrd	23.74	5.16	5.89	0.44				
304	1 BHK	Thrd	38.73	9.68	9.66	0.72				
305	2 BHK	Thrd	37.44	10.16	9.29	0.7				
306	1 BHK	Thrd	61.99	19.53	15.38	1.15				
Fourth floor										
401	2 BHK	Fourth	60.56	17.03	15.03	1.13				
402	1 BHK	Fourth	39.93	9.68	9.66	0.72				
403	2 BHK	Fourth	23.74	5.16	5.89	0.44				
404	1 BHK	Fourth	38.73	9.68	9.66	0.72				
405	2 BHK	Fourth	37.44	10.16	9.29	0.7				
406	1 BHK	Fourth	61.99	19.53	15.38	1.15			7.09	
TOTAL			1049.56	284.96	278.64	24.70	296.73	10.16	26.14	163



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 20-Mar-2024 01:04:00 pm

Document Serial Number : - 2024-QPM-279

Presented at 12:58:24 pm on 20-Mar-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Quepem along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	110200
2	Registration Fee	114000
3	Processing Fee	2080
Total		226280

Stamp Duty Paid : 110200/-

Stamp Duty Required 110200/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Vivek Kamlakant Akhadkar , Father Name:Kamlakant Kira Akhadkar, Age: 44, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H. No. 176, Vinda Smiling Colony, Fondvem Ribandar, Tiswadi- Goa., Address2 - , PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Bosco Fernandes , Father Name:Torcato Sebastian Fernandes, Age: 56, Marital Status: Married ,Gender:Male,Occupation: Service, A/301, Vrindavan Apartment murbad road, opp. Godbole Hospital syndicate, Kalyan West, Kalyan Thane Maharashtra, PAN No.:			
2	Vivek Kamlakant Akhadkar , Father Name:Kamlakant Kira Akhadkar, Age: 44, Marital Status: Married ,Gender:Male,Occupation: Business, H. No. 176, Vinda Smiling Colony, Fondvem Ribandar, Tiswadi- Goa., PAN No.:			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Manuel Royand Savio Pereira, Age: 45, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403002, Panaji, Tiswadi, North Goa, Goa			
2	Name: Charlie Conception Louis, Age: 46, DOB: , Mobile: , Email: , Occupation: Business , Marital status : Married , Address: 403706, Curchorem, Quepem, South Goa, Goa			



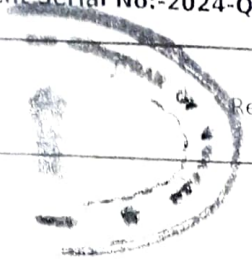
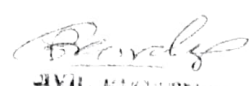
Sub Registrar
CIVIL REGISTRATION
HIS MAJESTY'S COURT
Document Serial Number - 2024/QPM/279

document Serial No:-2024-QPM-279

Book :- 1 Document

Registration Number :- **QPM-1-283-2024**

Date : 21-Mar-2024



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

QUEPES