

Phone No: 9422440015
Sold To/Issued To:
Santosh Madhukar Gaj
For Whom/ID Proof:
Pan



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₹ 0306385/-

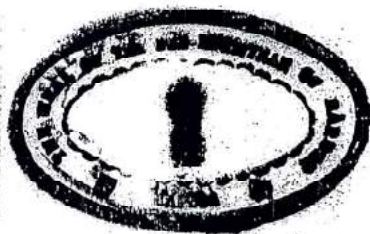
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For CITIZENCREDIT™
CO-OP. BANK LTD.

Authorised Signatory

Name of Purchaser: Santosh Madhukar Gajnikar



Sl. No: - 2021 - BR2 - 3243
09/09/2021

AGREEMENT FOR DEVELOPMENT AND SALE

This Agreement For Development and sale is made and executed
on this 3rd day of September 2021, at Mapusa, Goa.

[Signatures]

1. **MR. JOHN ANTHONY LOPES**, son of late Mr. Anthony Joseph Lopes alias Antonio Jose Patrocinio Lopes, aged about 54 years, Accountant, married, Permanent Account Number [REDACTED] Aadhaar No. [REDACTED] mobile No. 9850052357, email address megagoga@gmail.com and his wife;

2. **MRS. DELILAH RITA LOPES**, daughter of Mr. Lourenco Germano Fernandes, aged about 51 years, married, service, Permanent Account Number [REDACTED] Aadhaar No. [REDACTED] mobile No. 9850056387, email address delilahlopes@gmail.com,

3. **MR. EDWARD SEBASTIAN LOPES** alias **EDWARD SEBASTIAN LOPEZ**, son of late Mr. Anthony Joseph Lopes alias Antonio Jose Patrocinio Lopes, aged about 63 years, retired, married, Permanent Account Number [REDACTED] Aadhaar No. [REDACTED] mobile No. 8600673946, email address lopesedu13@gmail.com and his wife;

4. **MRS. LYSA LOPES** alias **LYSA TERESINHA DE SOUZA MACHADO E LOPES**, daughter of late Mr. Vicente Joaquim Machado, aged about 56 years, married, housewife,

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Lopes

AND



M/S GAJINKAR BUILDERS, a sole proprietorship firm having its office at H. No. B/460/TF-2, Bridge View Apartment, Near Ashok Baleza Complex, Alto Betim, Reis Magos, Bardez, Goa, 403101, herein represented by its proprietor **MR. SANTOSH M. GAJINKAR**, son of Mr. Madhukar Gajinkar, aged about 47 years, married, businessman, Permanent Account Number [REDACTED] Aadhaar No. [REDACTED] email address sami9sai6@gmail.com, mobile no. 9422440015, Indian National and residing at flat bearing H. No. B/460/TF-1, Bridge View Apartment, Near Ashok Baleza Complex, Alto Betim, Reis Magos, Bardez, Goa, 403101, and hereinafter referred to as the "**BUILDER/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, legal representatives, transferees, executors and assigns), of the **SECOND PART**

WHEREAS MR. HILLARY ANTONIO LOPES (i.e. **VENDOR/OWNER No.5**) and **MRS. EUSEBIA RITA LOPES** alias **EUSEBIA RITA DE SOUZA E LOPES**, (i.e. **VENDOR/OWNER No. 6**) are represented by their brother/brother-in-law and their lawful attorney **MR.**



Permanent Account Number [REDACTED] Aadhaar No. [REDACTED]
mobile No. 7028073946, email address
lysalopes4@gmail.com,

5. **MR. HILLARY ANTONIO LOPES**, son of late Mr. Anthony Joseph Lopes alias Antonio Jose Patrocinio Lopes, aged about 55 years, Engineer, married, Permanent Account Number [REDACTED] Aadhaar No. [REDACTED] mobile No. 00971507460684, email address hillarylopes@msn.com and his wife;

6. **MRS. EUSEBIA RITA LOPES alias EUSEBIA RITA DE SOUZA E LOPES**, daughter of Mr. Andrew B. D'Souza, aged about 55 years, married, teacher, Permanent Account Number [REDACTED] Aadhaar No. [REDACTED] mobile No. 00971507460684, email address lopes_e_r@hotmail.com, all Indian Nationals and permanent residents of House no. A108, Ambekhand, Verem, Reis Magos, Bardez, Goa, 403114, hereinafter referred to as the "**VENDORS/OWNERS**" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heirs, successors, legal representatives and assigns) of the **FIRST PART.**

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JOHN ANTHONY LOPES (i.e. VENDOR/OWNER No. 1), who is duly authorized by virtue of the General Power of Attorney dated 05/08/2021, duly executed before Mrs. Anifa Gupta, Vice Consul, Consulate General of India, Dubai (U.A.E) and the same was adjudicated by Additional Collector-I of North Goa District, Panaji-Goa.

AND WHEREAS,

1. That there exist a property known as "Ambecondem" surveyed under ~~Survey no. 2/15 of Reis Magos Village,~~ admeasuring 1650 Sq. mts., situated within the limits and jurisdiction of the Village Panchayat of Reis Magos, Registration, Sub-District and Taluka revenue of Bardez, District of North Goa, State of Goa, described in the Land Registration Office of the Sub-District of Bardez, under No. 8468 at folios 137 of Book B 22 (New) not found to be inscribed in the respective Revenue office, there exist a house standing therein bearing House No. A108, admeasuring 95.54 Sq.mts and a shed admeasuring 13 Sq.mts., more particularly described in SCHEDULE I hereunder (hereinafter jointly referred to as the "**SAID PROPERTY**").

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2. The VENDORS/OWNERS have acquired right to the SAID PROPERTY vide order dated 10/02/2009 of the Court of the Civil Judge Junior Division at Mapusa in the Inventory Proceedings No. 283/06/D and a Deed of Sale dated 19/05/2003 duly executed before Sub-Registrar of Ilhas, Panaji Goa, under registered No. 11768 at pages 306 to 337, Book No. 1, Volume No.1194, dated 22/05/2003.



3. The BUILDER/DEVELOPER has approached the VENDORS/OWNERS, with a proposed scheme of development and construction of the residential flats/building on the SAID PROPERTY, to which VENDORS/OWNERS have agreed to develop southern part of the SAID PROPERTY admeasuring 551 Sq.mts. which is divided with nullah, to which VENDORS/OWNERS have obtained approval from Town and Country Planning Department vide Ref. No. TPB/5934/RM/TCP/20/3561 dated 08/10/2020, i.e. PLOT A admeasuring 551 and PLOT B admeasuring 1080 Sq.mts. The PLOT A is hereinafter known as SAID PLOT A and is the subject matter of this present instrument.

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4. The BUILDER/DEVELOPER at his own cost has obtained conversion sanad bearing No. 4/324/CNV/AC-III/2019 dated 28/09/2020 issued by the Additional Collector-III, North Goa District, Mapusa, Bardez, Goa for PLOT A.

5. The BUILDER/DEVELOPER have further represented and covenanted unto the VENDORS/OWNERS as follows, viz.,

a. That BUILDER/DEVELOPER will not interfere with PLOT B of the SAID PROPERTY neither PLOT B is part of the present instrument of Agreement for Development and Sale.



b. That BUILDER/DEVELOPER if at all required shall mortgage SAID PLOT A and shall not create any charge/lien/encumbrance on PLOT B and the said mortgage if any created on the SAID PLOT A will be cleared/paid off by the BUILDER/DEVELOPER himself before handing over the constructed flats in the building in plot A to the vendors/owner with no burden on the VENDORS/OWNERS and the flats to be handed over to the VENDORS/OWNERS.

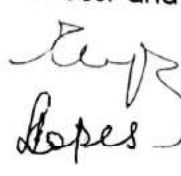
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c. That BUILDER/DEVELOPER shall use FAR pertaining to area of SAID PLOT A i.e. 551 Sq.mts.

d. Incase if any expansion of the Said Building due to increase in FAR the VENDORS/OWNERS shall be entitle for their appropriate share with the additional constructed area which will be decided mutually.

e. The BUILDER/DEVELOPER shall abide by all the terms and condition laid down on the approval/ license granted by concern authorities,

f. The BUILDER/DEVELOPER has agreed to obtain all the necessary approval, construction license from the Village Panchayat Reis Magos, approvals and permissions from Town and Country Planning, and from concern Development Authority, NOC from PWD, Electricity and Health Department etc., on his own name or on behalf of his Proprietorship Firm's name i.e. M/S GAJINKAR BUILDERS, for the purpose of construction in the SAID PLOT A, from the concerned Authorities at his own cost and expenses as well as

without any claim whatsoever against the owners in future and the owners have agreed to the same and hereby give their consent for the same.

6. The VENDORS/OWNERS have further represented and covenanted unto the BUILDER/DEVELOPER as follows, viz.,

- a. That the VENDORS/OWNERS are in exclusive and peaceful possession of the SAID PROPERTY and SAID PLOT A.
- b. That no person(s) other than the VENDORS/OWNERS have any right, title and/or interest in the SAID PROPERTY.
- c. That the VENDORS/OWNERS have an absolute right to dispose and/or sell or enter into Agreement for Development and Sale in respect of the SAID PLOT A, and/or deal with it in any manner whatsoever.
- d. That the VENDORS/OWNERS have a clear and marketable title to the SAID PLOT A.
- e. That there are no Mundcars and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy and/or any other right



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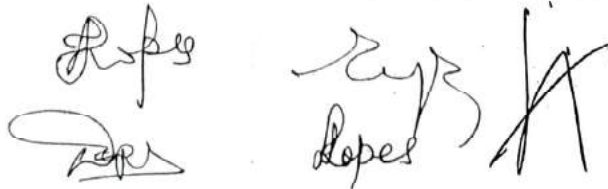
whatsoever in, to and/or over the SAID PLOT A, and/or any part thereof.

f. That there is no legal bar or impediment to enter into Agreement for development and sale in respect of the SAID PLOT A, and the SAID PLOT A, is free from encumbrances, liens and/or charges.

g. That no notices from the Central or State Governments or any other local body or authority under any Panchayat ~~Raj~~ Act or ~~under any Acts~~, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/have been received by and/or served in respect of the SAID PLOT A, nor any part thereof.

h. That neither the SAID PLOT A, nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.

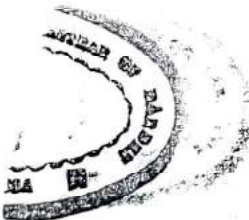
i. That neither the SAID PLOT A, nor any part thereof is the subject matter of any civil suit, criminal



complaint/case or any other action or proceeding in any court or forum.

j. That no person or entity has any right of road and/or passage and/or foot-path and/or right of crossing/re-crossing over and/or through the SAID PLOT A, or any part thereof.

k. That the VENDORS/OWNERS have not entered into any agreement, understanding and/or arrangement for sale, development and/or disposal or otherwise howsoever with any other party in respect of the SAID PLOT A and/or any part thereof.



7. The BUILDER/DEVELOPER has been relying on the representations and covenants hereinabove stated, and pursuant to negotiations and discussions by and between the parties hereto, it has been agreed that the VENDORS/OWNERS shall grant in favour of the BUILDER/DEVELOPER and the BUILDER/DEVELOPER shall acquire from the VENDORS/OWNERS the rights of development on the SAID PLOT A, by constructing residential building, consisting of all together Twelve (12) flats with stilt parking, out of said Twelve (12) Four (4) flats

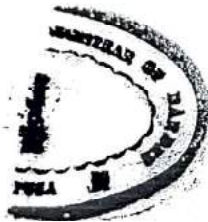
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are 1BHK i.e. area admeasuring (52 Sq.mts. Carpet area) 67 Sq.mts. Super built up area, Four (4) are 1.5 BHK admeasuring (63 Sq.mts. Carpet area) 81 Sq.mts. Super built up area, Three (3) flats are 2BHK admeasuring (88 Sq.mts. Carpet area) 115 Sq.mts. Super built up area and One (1) flat is 3BHK admeasuring (152 Sq.mts. Carpet area) 191 Sq.mts. Super built up area. Along with open terrace admeasuring 51 Sq.mts.



8. Pursuant to negotiations and discussions by and between the VENDORS/OWNERS and the BUILDER/DEVELOPER hereto, out of said Twelve (12) flats with stilt parking, out of said Twelve (12) Four (4) flats are 1BHK i.e. area admeasuring (52 Sq.mts. Carpet area) 67 Sq.mts. Super built up area, Four (4) are 1.5 BHK admeasuring (63 Sq.mts. Carpet area) 81 Sq.mts. Super built up area, Three (3) flats are 2BHK admeasuring (88 Sq.mts. Carpet area) 115 Sq.mts. Super built up area and One (1) flat is 3BHK admeasuring (152 Sq.mts. Carpet area) 191 Sq.mts. Super built up area along with open terrace admeasuring 51 Sq.mts., it has been agreed that three (3) flats of 2BHK i.e. (a) flat located on the upper ground floor bearing Flat

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no. UG-1, 2 BHK having (88 Sq.mts. Carpet area) 115 Sq.mts. Super built up area along with the stilt parking of the building., (b) flat located on the first floor bearing Flat no. FF-1, 2 BHK having (88 Sq.mts. Carpet area) 115 Sq.mts. Super built up area along with the stilt parking of the building., and (c) flat located on the second floor bearing Flat no. SF -1, 2 BHK having (88 Sq.mts. Carpet area) 115 Sq.mts. Super built up area along with the stilt parking of the building., proposed to be constructed on the SAID PLOT A, as per the Approved plan by the Town and Country Planning and the Village Panchayat Reis Magos, shall be handed over to the VENDORS/OWNERS by the BUILDER/DEVELOPER, which shall be completed in all respect as per the specifications hereto annexed in Schedule -III, for the consideration in kind as towards the full and final settlement of the price of the SAID PLOT A and the balance remaining construction of the Nine (9) flats of the building i.e. the (d) flat located on the Upper Ground floor, bearing Flat no. UG-2, 1.5 BHK, admeasuring (63 Sq.mts. Carpet area) 81 Sq.mts. Super built up area along with the stilt parking of the building, (e) flat located on the Upper Ground floor, bearing Flat

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No. UG-3, 1BHK, admeasuring (52 Sq.mts. Carpet area) 67 Sq.mts. Super built up area along with the stilt parking of the building, (f) flat located on the First Floor, bearing Flat no. FF-2, 1.5 BHK, admeasuring (63 Sq.mts. Carpet area) 81 Sq.mts. Super built up area along with the stilt parking of the building, (g) flat located on the First Floor, bearing Flat No. FF-3, admeasuring (52 Sq.mts. Carpet area) 67 Sq.mts. Super built up area along with the stilt parking of the building, (h) flat located on the Second Floor, bearing Flat no. SF-2, 1.5 BHK, admeasuring (63 Sq.mts. Carpet area) 81 Sq.mts. Super built up area along with the stilt parking of the building, (i) flat located on the Second Floor, bearing Flat No. SF-3, admeasuring (52 Sq.mts. Carpet area) 67 Sq.mts. Super built up area along with the stilt parking of the building, (j) flat located on the Third Floor, bearing Flat no. TF-2, 1.5 BHK, admeasuring (63 Sq.mts. Carpet area) 81 Sq.mts. Super built up area along with the stilt parking of the building; (k) flat located on the Third Floor, bearing Flat No. TF-3, 1BHK admeasuring (52 Sq.mts. Carpet area) 67 Sq.mts. Super built up area along with the stilt parking of the building, and (l) flat located on the Third Floor, bearing Flat no. TF-1, 3BHK



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(penthouse), admeasuring (152 Sq.mts. Carpet area) 191 Sq.mts. Super built up area. along with open terrace admeasuring 51 Sq.mts. and a stilt parking of the building proposed to be constructed in the SAID PLOT A, as per approved plan by the Town and Country Planning and the Village Panchayat Reis Magos, shall be retained by the BUILDER/DEVELOPER for free sale.

9. The VENDORS/OWNERS hereby mutually agreed that by virtue of development of the SAID PLOT A, the allotted three flats along with 3 stilt parking herein above mentioned shall be either sold by the VENDORS/OWNERS to any third party or to any prospective purchaser/s, of their choice or of the BUILDER/DEVELOPER who will assist the VENDORS/OWNERS to sell.

10. The BUILDER/DEVELOPER shall be entitled to sell/transfer his allotted nine (9) flats with stilt parking's of the building in the SAID PLOT A, to any third party or to any prospective purchaser/s, without intervention of the VENDORS/OWNERS, In his own name at such price as the BUILDER/DEVELOPER may think fit and proper for such






consideration, except the said three (3) flats with three (3) stilt parking's of the building allotted to the VENDORS/OWNERS, and the VENDORS/OWNERS hereby expressly give their no objection to the BUILDER/DEVELOPER to enter into such Agreement of Sale/Assignment or Sale Deed with the third party or with the prospective purchaser/s in respect to the sale of the said nine (9) flats with stilt parking's of the building and may raise loans from any Bank or any institution or mortgage and to accept and retain monies for themselves towards the sale therein without any interference by the VENDORS/OWNERS.



11. The BUILDER/DEVELOPER has agreed to develop and construct on the SAID PLOT A the residential building consisting of twelve (12) residential flats along with stilt car parking, and VENDORS/OWNERS have agreed for the same, under a Development Scheme on the terms and conditions stipulated hereunder:-

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**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED TO
BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

1. By this agreement the VENDORS/OWNERS, who are the absolute owners of the SAID PLOT A have agreed to hand over the possession of the SAID PLOT A to the BUILDER/DEVELOPER, wherein the BUILDER/DEVELOPER agree to develop the SAID PLOT A more particularly described in the Schedule - II, at his own cost and expenses by constructing the residential building, consisting of all together twelve (12) flats with stilt parking's, and for this purpose the VENDORS/OWNERS have demanded from the BUILDER/DEVELOPER, the three (3) flats i.e.(a) flat located on the upper ground floor bearing Flat no. UG-1, 2 BHK having (88 Sq.mts. Carpet area) 115 Sq.mts. super built up area along with the stilt parking of the building, (b) flat located on the first floor bearing Flat no. FF-1, 2 BHK having (88 Sq.mts. Carpet area) 115 Sq.mts. Super built up area along with the stilt parking of the building., and (c) flat located on the second floor bearing Flat no. SF -1, 2 BHK having (88 Sq.mts. Carpet area) 115 Sq.mts. Super built up area along with the stilt parking of the building., proposed to be constructed in the SAID PLOT A, which shall be completed in all respect as per the specifications hereto annexed in Schedule III, and as per



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Approved plan by the Town and Country Planning and the Village Panchayat Reis Magos, for the consideration in kind as towards the full and final settlement of the price of the SAID PLOT A, and therefore the party of the First Part i.e., the VENDORS/OWNERS have handed over the possession of the SAID PLOT A, to the BUILDER/DEVELOPER for development of plot as stated hereinabove.

2. The VENDORS/OWNERS shall permit the BUILDER/DEVELOPER and the BUILDER/DEVELOPER shall develop and construct the building with proposed twelve (12) flats as per approved plan by the Town and Country Planning and the Village Panchayat Reis Magos, along with stilt parking's at his own risk, cost and responsibility on principle to principle basis and not as agent of the VENDORS/OWNERS by putting up residential building in or upon the SAID PLOT A, as per the Approved plans by the concerned authorities and as per the terms and conditions imposed by the Town and Country Planning while approving the residential building plans and also as per the conditions imposed in the construction license issued by the office of the Village Panchayat Reis Magos.



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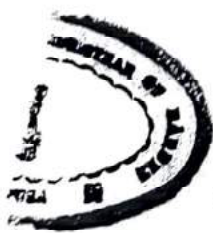
3. The three (3) Flats along with the three (3) stilt parking's of the building for the VENDORS/OWNERS to be constructed by the BUILDER/DEVELOPER shall be constructed strictly in accordance with the approved plans and specifications sanctioned by the Town and Country Planning and the Village Panchayat Reli Magos and said three (3) flats shall be provided with amenities as provided by the BUILDER/DEVELOPER in the Building/Project to be implemented by the BUILDER/DEVELOPER in the SAID PLOT A and which are set out in the Schedule - III, hereto. The BUILDER/DEVELOPER shall complete construction of the three (3) flats of the building along with the three (3) stilt parking's and hand over vacant and peaceful possession thereof to the VENDORS/OWNERS herein within a period of 24 months from the date of obtaining all the necessary permissions from the Village Panchayat with further extension of additional period of six (6) months from expiry of aforesaid 24 months. Without prejudice to what has been stated above, if the BUILDER/DEVELOPER fails and/or neglects to complete construction of the three (3) flats along with the three (3) stilt parking's to be constructed by it for the VENDORS/OWNERS under the said terms and hand over possession thereof to the VENDORS/OWNERS within a period of

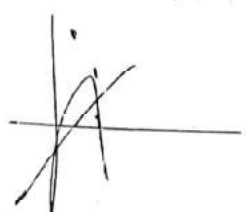


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24 months with further extension of additional period of six (6) months, from the date of obtaining final construction permission from the Village Panchayat of Reli Magos and then in that event, the BUILDER/DEVELOPER shall be liable to make payment of penalty of Rs. 5000/- (Rupees Five Thousand Only) per month per flat for the delay in so completing the said three (3) flats of the building, along with the three (3) still parking's as mentioned hereinabove for the VENDORS/OWNERS and handing over possession to the VENDORS/OWNERS without prejudiced to rights of the VENDORS/OWNERS till the date on which duly completed flats are handed over to the VENDORS/OWNERS. However, the said penalty shall not become payable if the said delay shall have been occasioned by any Act of God, Force Majeure Causes, restrained order from any Appropriate Authority or Judicial Body, or by virtue of other reasons beyond normal human control.

4. The VENDORS/OWNERS herein shall have an absolute right to sell the said three (3) flats along with the three (3) still parking's to be constructed by the BUILDER/DEVELOPER for itself even before the work of construction of the said flats of



the VENDORS/OWNERS. The BUILDER/DEVELOPER herein shall also have an absolute right to sell the said remaining nine (9) flats along with still parking's of the building to be constructed by the BUILDER/DEVELOPER for itself even before the work of construction of the said nine (9) flats of the building hereto is completed and receive the price or consideration and all the other charges, with respect to the flats/shops or units from such purchaser/s, issue receipts thereof and appropriate the same as the BUILDER/DEVELOPER shall deem fit and proper.



5. All agreements made by the BUILDER/DEVELOPER concerning its share i.e. the said remaining balance of nine (9) flats of the building, with the prospective purchaser/s of flats/units to be constructed by the BUILDER/DEVELOPER on the SAID PLOT A shall be made by the BUILDER/DEVELOPER at its own cost, on its own account and at its own risk, the intention being that the BUILDER/DEVELOPER alone shall be liable to and responsible as the promoter for all purchaser/s or parties as stated hereinabove. The VENDORS/OWNERS shall not be held responsible in any way for any civil or criminal liability which may arise on that account.

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6. The BUILDER/DEVELOPER shall carry out construction on the SAID PLOT A strictly in accordance with the approved plans and specifications sanctioned in respect thereof. The BUILDER/DEVELOPER shall indemnify and keep indemnified, saved, defended and harmless the VENDORS/OWNERS from and against any loss or damage suffered or incurred by the VENDORS/OWNERS due to any liability attaching on to the VENDORS/OWNERS as a result of the BUILDER/DEVELOPER committing any breach of the Development Control Regulations in force in Goa in the course of development of the SAID PLOT A or as a result of any such construction carried out by the BUILDER/DEVELOPER on the SAID PLOT A not conforming to the sanctioned plans and specifications.



7. The VENDORS/OWNERS on execution hereof, has put the BUILDER/DEVELOPER in possession of the SAID PLOT A, as and by way of license for the purpose of development thereof in terms of these presents.

8. On execution hereof, the BUILDER/DEVELOPER shall be entitled to put up a board/hoarding on the SAID PLOT A announcing/advertising the proposed housing scheme. The

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BUILDER/DEVELOPER shall be entitled to advertise the said scheme in newspapers or through any other media, including the right and authority to advertise and market the building project constructed on the SAID PLOT A.

9. The BUILDER/DEVELOPER shall invest all money and other resources required for construction of the said residential building. All responsibility, costs, ~~expenses~~, risk and liability for construction of the said residential building shall be solely of the BUILDER/DEVELOPER, including the following:-

a. Ensuring that every part of the Project is legal and for this purpose the BUILDER/DEVELOPER shall obtain all the permissions, licenses, approvals, N.O.C's and revisions, modifications, alterations thereof or of any term or condition therein etc., from time to time, required by law for construction of the residential building/s and everything that is necessary in this regard;

b. Procuring raw materials, labour and such other material as is required for construction of the residential building;

c. Engaging services of Architects, Engineers, Contractors, Labourers, Workers and other personnel as



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may be required for the purposes of construction of the residential building and either through them or itself supervise the construction;

d. Ensuring that the construction of the residential building is being carried out as per the approved plans and designs with good quality materials and particularly as per the specifications mentioned in Schedule -III of this Agreement;

e. Obtaining Completion/Occupancy Certificate for the residential building;

f. Putting up a board or hoarding at the SAID PLOT A displaying the details about the construction being undertaken and displaying the Permissions as required by law;

g. All and every other thing necessary for construction of the residential building which is not expressly forbidden by or under this Agreement;



10. That as per the approved plans the VENDORS/OWNERS and the BUILDER/DEVELOPER shall share the flats/units in the following manner towards their share:-

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[Signature] Lopes *[Signature]*

SHARING OF FLATS BETWEEN

LANDLORD/VENDORS/OWNERS&BUILDER/DEVELOPER;

SR. NO.	FLOOR	LANDLORD/ VENDORS/ OWNERS SHARE.	DEVELOPER/ BUILDER SHARE.
1	Upper Ground Floor	UG-1, 2BHK, admeasuring (88 Sq.mts. Carpet area) 115 Sq.mts. Super built up area alongwith the stilt parking of the building.	UG-2, 1.5BHK, admeasuring (63 Sq.mts. Carpet area) 81 Sq.mts. Super built up area alongwith the stilt parking of the building, and UG-3, 1BHK, admeasuring (52 Sq.mts. Carpet area) 67 Sq.mts. Super built up



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			area alongwith the stilt parking of the building.
2	First Floor	FF-1, 2BHK, admeasuring (88 Sq.mts. Carpet area) 115 Sq.mts. Super built up area alongwith the stilt parking of the building.	FF-2, 1.5 BHK, admeasuring (63 Sq.mts. Carpet area) 81 Sq.mts. Super built up area alongwith the stilt parking of the building, and FF-3, 1BHK, admeasuring (52 Sq.mts. Carpet area) 67Sqmts. Super built up area alongwith the stilt parking of the building.



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3.	Second Floor	SF-1, 2BHK, admeasuring (88 Sq.mts. Carpet area) 115 Sqmts. Super built up area alongwith the stilt parking of the building.	SF-2, 1.5 BHK, admeasuring (63 Sq.mts. Carpet area) 81 Sq.mts. Super built up area alongwith the stilt parking of the building,
			and SF-3, 1BHK, admeasuring (52 Sq.mts. Carpet area) 67 Sq.mts. Super built up area alongwith the stilt parking of building,

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4	Third Floor		(TF-1, 3BHK (penthouse), admeasuring (152 Sq.mts. Carpet area) 191 Sq.mts. Super built up area. along with open terrace admeasuring 51 Sq.mts. and a silt parking of the building, TF-2, 1.5 BHK, admeasuring (63 Sq.mts. Carpet area) 81Sqmts. Super built up area alongwith the
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			stilt parking of the building, and TF-3, 1BHK, admeasuring (52 Sq.mts. Carpet area) 67 Sq.mts Super built up area alongwith the stilt parking of the building,
TOTAL		3 Flats	9 Flats

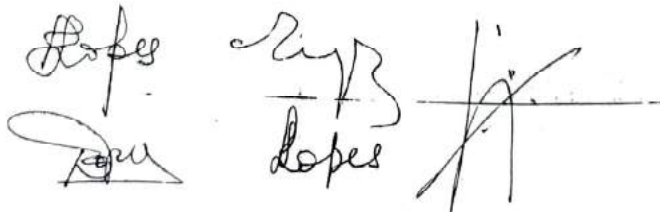
11. That the calculation of the super build-up area for the purpose of the Development Agreement shall be inclusive of the area of walls, balconies and common area like staircases, elevators, passages etc., as mentioned above.

12. That the VENDORS/OWNERS shall receive consideration of the three (3) flats along with the three (3) stilt parking's in the residential building and these three (3) flats shall have a super

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built up area of not less than 110 Sq.mts. each and shall comprise minimum of two bedrooms, one living room, one kitchen and two toilet cum bathroom along with lift. All the said three (3) flats along with three (3) Stilt parking's of the building, shall be Constructed with the specifications detailed in SCHEDULE - III hereunder, and as per approved plans, in the residential building of the Project having dimensions, with the undivided proportionate rights and shares in the SAID PLOT A and the BUILDER/DEVELOPER shall receive consideration of the remaining balance of Nine (9) flats along with Stilt parking's on stilt of the residential building. All the said remaining balance of nine (9) flats of the residential building shall be constructed with the specifications detailed in SCHEDULE III hereunder and as per approved plans annexed hereto, with the undivided proportionate rights and shares in the SAID PLOT A.

13. The PURCHASER/VENDORS/OWNERS shall be entitled to make internal changes to the flat purchased or allotted subject to approvals available in law at the time of construction subjects to costs to be paid in advance.



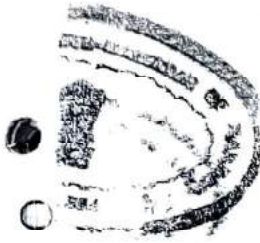
14. The VENDORS/OWNERS do hereby assure the BUILDER/DEVELOPER that they have not created any THIRD PARTY claims in the SAID PLOT A and do hereby indemnify the BUILDER/DEVELOPER against any defect in title or any third party claims that may arise and which shall be settled by the VENDORS/OWNERS at their own cost. If any litigation takes place due to any defect in the title of VENDORS/OWNERS or due to any third party claim, such period of stoppage of work shall be excluded from the period of performance stipulated in the agreement.



15. The VENDORS/OWNERS hereby shall indemnify and keep indemnified the BUILDER/DEVELOPER against any loss or damages that shall arise from any claims, litigations or proceedings filed or to be filed against the VENDORS/OWNERS by any person or person with respect to the SAID PLOT A and in case of such happening, if the work of construction is delayed due to any dispute or claim in respect of title or ownership of PLOT A than the period of completion of construction shall automatically stand extended for such period of delay.

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16. The BUILDER/DEVELOPER hereby shall indemnify and keep indemnified the VENDORS/OWNERS against any loss or damages that shall arise from any claims, litigations or proceedings filed or to be filed against the BUILDER/DEVELOPER by any person or person on account of the BUILDER/DEVELOPER committing any breach of contract.



17. That on execution of these presents, the BUILDER/DEVELOPER and his representative, nominees, assigns shall be entitled to enter upon the SAID PLOT A, and demarcate the land, excavate, fill and commence and execute construction work thereon and to do all that is required for efficient development work and total compliance of this agreement.

18. THE BUILDER/DEVELOPER shall maintain said project until 5 years all the flats (9 flats) from the date of issue of Occupancy Certificate by the Village Panchayat Reis Magos; subject to below mentioned terms and conditions:-

(a) The FLAT HOLDERS shall be bound to deposit with the BUILDER/DEVELOPER sum of Rs. 25,000/- (Rupees Twenty Five Thousand Only) for each flat, on issue of Occupancy

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Certificate by the Village Panchayat Reis Magos. The aforesaid amount of Rs. 25,000/- (Rupees Twenty Five Thousand Only) shall be towards maintenance of common areas of the building namely staircase, lobby, lifts, service areas, stilt parking's, water tanks, water pumps, garden, external paintings, providing of security service to the building and cleanliness of the above mentioned areas. The FLAT HOLDERS undertakes and binds to provide full co-operation to the BUILDER/DEVELOPER while undertaking maintenance of the above areas so much so that the FLAT HOLDERS shall allow the BUILDER/DEVELOPER and or his agents, servants, managers etc., to enter their respective premises for sole purpose of undertaking above referred maintenance services with prior written intimation for such purpose by the BUILDER/DEVELOPER.

(b) Upon completion of term of five years as stipulated above respective FLAT HOLDERS shall be able to exercise two options: First whether to continue with the maintenance services as provided by the BUILDER/DEVELOPER with further period of five years and Second whether to stop further maintenance services of the BUILDER/DEVELOPER. If the FLAT HOLDERS chose to exercise First option of continuing with maintenances services then respective FLAT HOLDERS shall

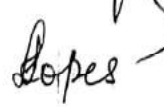
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execute separate Maintenance Agreement with the BUILDER/DEVELOPER for period of further Five Years from the date of expiry of first Five Years period. If the VENDORS/OWNERS chose to exercise Second option of stopping further maintenance services of the BUILDER/DEVELOPER then the BUILDER/DEVELOPER shall refund to such FLAT HOLDER a sum of Rs. 25,000/- (Rupees Twenty Five Thousand Only).

(c) The BUILDER/DEVELOPER hereby bound and undertake to support the decision of the majority of the FLAT HOLDER in the said project, in exercising above mentioned options in clause (b) above and shall not be liable to deviate from the same at any cost.

(d) The BUILDER/DEVELOPER shall be at liberty to quit and hand over the entire responsibility of maintenance of the building to the respective FLAT HOLDER of the said project at any point of time after completing of five years from the date of the Occupancy Certificate with its sole discretion and without any interference or pressure from any of the Occupiers in case of non-cooperation of FLAT HOLDER in any respect and in such event deposit of sum Rs. 25,000/- (Rupees Twenty Five



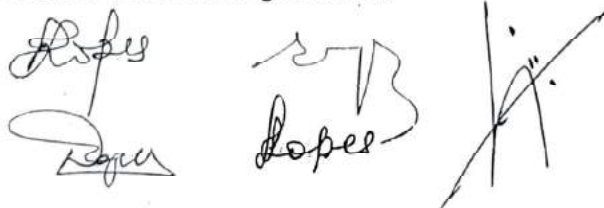




Thousand Only) shall be refunded back to respective FLAT HOLDER.

19. That the VENDORS/OWNERS ~~during the progress~~ of the work shall be entitled to have the inspection of the built up areas proposed to be built and to be constructed as per the approved plans.

20. It is agreed and clearly understood as between all parties hereto that the present agreement is a Development Agreement of the SAID PLOT A, by the VENDORS/OWNERS with the BUILDER/DEVELOPER wherein rights to the property are transferred. The actual possession and transfer will take place only on handing over the allotted said three (3) flats with stilt parking's of the building, in terms of this agreement by the BUILDER/DEVELOPER to the VENDORS/OWNERS.

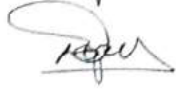
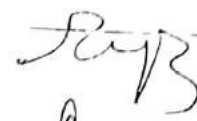
21. Each party shall be bound to sign all the papers and documents and do all the things and matters as may be required from time for safeguarding, *interalia*, the interest of each of the parties ~~or give full effect to the intentions~~ of parties as disclosed in this Agreement.

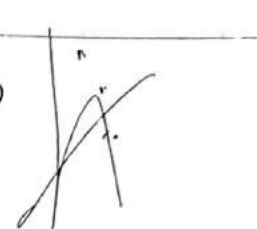


22. The VENDORS/OWNERS shall be entitled to terminate this agreement in the following circumstances:

- 
- i) The BUILDER/DEVELOPER does not commence the actual construction of the Project within ~~one year~~ (12) months from the date of signing and execution of these present Agreement.
 - ii) The BUILDER/DEVELOPER abandons the Construction of the Project after commencement for continuous period of 9 months or more.
 - iii) The BUILDER/DEVELOPER, for whatsoever reason, is unable to deliver the possession of the allotted said flats within the Delivery Time, as stipulated i.e. 24 months from laying of foundation stone except if the same has occasioned by any Act of God, Force Majeure Causes, restrained order from competent authority.

23. Claims of any person to whom flat/s and or shops in the residential buildings/project is agreed to be sold shall be settled by the Party who agreed to sell the flat/s, without any liability or encumbrance to the SAID PLOT A.



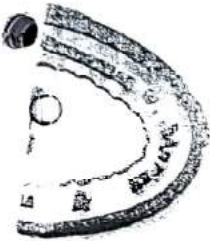
24. All letters and/or notices sent or issued by the BUILDER/DEVELOPER to the VENDORS/OWNERS and by the VENDORS/OWNERS to the BUILDER/DEVELOPER shall be sent by Registered post with acknowledgement due, to their respective addresses as mentioned in this Agreement unless a change in address is communicated to each other in writing and in that case the letters and/or notices shall be sent to each changed addresses.



25. The BUILDER/DEVELOPER shall be entitled to sell/transfer his allotted Nine (9) flats with stilt parking's of the building along with the undivided proportionate rights and shares in the SAID PLOT A, to any third party or to any prospective purchaser/s, without intervention of the VENDORS/OWNERS in his own name as the owner at such price as the BUILDER/DEVELOPER may think fit and proper for such consideration, except the said three (3) flats along with stilt parking's of the building and the proportionate rights and shares in the SAID PLOT A, to be allotted to the VENDORS/OWNERS, and the VENDORS/OWNERS hereby expressly give their no objection to the BUILDER/DEVELOPER to enter into such Agreement of Sale / Assignment or Sale Deed with the third party or with the

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prospective purchaser/sin respect to the sale of the said remaining balance of nine (9) flats with stilt parking's of the building along with the undivided proportionate rights and shares in the SAID PLOT A and may raise loans from any Bank or any institution or mortgage only restricted to the respective allotted said remaining balance of Nine (9) flats with stilt parking's of the building and to accept and retain monies for themselves towards the sale therein without any interference by the VENDORS/OWNERS. Any such mortgage or loan shall not bind the VENDORS/OWNERS and or the three (3) flats of the OWNERS/VENDORS.



26. In case the BUILDER/DEVELOPER if at all required to mortgage SAID PLOT A for the purpose of construction of building in the plot then the same shall be informed to the owners in writing and the builder shall not create any charge/lien/encumbrance on PLOT B. However if mortgage is required to be created on the SAID PLOT A then the loan against mortgage shall be cleared/paid off by the BUILDER/DEVELOPER himself before handing over the constructed flats in the building in PLOT A to the VENDORS/OWNERS with no burden on the VENDORS/OWNERS

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and the flats to be handed over to the VENDORS/OWNERS without any liability of mortgage/ loan payment by the builder of the SAID FLATS and the PLOT A.

27. All out of pocket expenses of and incidental to these presents, the Deed of conveyance and other writings to be made in pursuance hereof, including Stamp Duty and Registration Charges, shall be borne and paid by the BUILDER/DEVELOPER alone. The parties hereto shall, however, bear and pay the professional charges of their respective Advocates.

28. The VENDORS/OWNERS and BUILDER/DEVELOPER declare that the property agreed to be developed under this agreement do not belong to schedule Caste and Schedule Tribe Community under notification bearing No. RD/LAND/LRC/318/77 dated 21/08/1978 issued by the Government and the said notification is not applicable for this deed of Assignment.

29. Both the parties are entitled for specific performance of this agreement.

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30. Any dispute of differences if any arises between the parties the same shall be tried with the jurisdiction of Mapusa Courts.

31. For the purpose of Stamp duty, the deed is valued at Rs. 1,05,64,800/- (Rupees One Crore Five Lakhs Sixty Four Thousand and Eight Hundred Only) for which stamp duty applicable is Rs. 3,06,385/- (Rupees Three Lakhs Six Thousand Three Hundred and Eighty Five Only) @ 2.9%.



SCHEDULE - I

(Description of the SAID PROPERTY)

All that All that landed property known as "Ambecondem" surveyed under Survey no. 2/15 of Reis Magos Village, admeasuring 1650 Sq. mts., situated within the limits and jurisdiction of the Village Panchayat of Reis Magos, Registration, Sub-District and Taluka revenue of Bardez, District of North Goa, State of Goa, described in the Land Registration Office of the Sub-District of Bardez, under No. 8468 at folios 137 of Book B 22 (New) not found to be inscribed in the respective Revenue office, there exist a house standing therein bearing

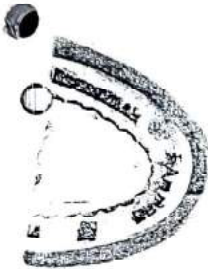
House No. A108, admeasuring 95.54 Sq.mts and a shed admeasuring 13 Sq.mts. and is bounded as follows:-

East:- By Property bearing Survey No. 2/14 and 2/15A;

West:- By Property bearing Survey No. 2/16 and 2/16A;

North:- By Village Road; and

South:- By Village Road.



SCHEDULE - II

(Description of the SAID PLOT A)

All that SAID PLOT A admeasuring 551 Sq.mts. being part of the property bearing Survey No. 2/15 of Village Reis Magos, Bardez, Goa and is bounded as follows:

East:- By Property bearing Survey No. 2/14;

West:- By Property bearing Survey No. 2/16;

North:- By PLOT B of the SAID PROPERTY; and

South:- By Village Road.

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RyB *Lopes* *[Signature]*

SCHEDULE - III

(DESCRIPTION OF THE SAID FLAT UF-1)

ALL THAT premises identified as FLAT No. UF-1, 2BHK admeasuring (88 Sq.mts carpet area) 115 Sq.mts Super built up area on the Upper Ground Floor, (which includes the incidence of staircase, landings, elevators and other common areas) along with stilt car parking and undivided proportionate share in SAID PLOT. The SAID FLAT is delineated on plan annexed herewith.



SCHEDULE IV

(DESCRIPTION OF THE SAID FLAT FF-1)

ALL THAT premises identified as FLAT No. FF-1, 2BHK admeasuring (88 Sq.mts carpet area) 115 Sq.mts Super built up area on the First Floor, (which includes the incidence of staircase, landings, elevators and other common areas) along with stilt car parking and undivided proportionate share in SAID PLOT. The SAID FLAT is delineated on plan annexed herewith.

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SCHEDULE V

(DESCRIPTION OF THE SAID FLAT SF-1)

ALL THAT premises identified as FLAT No. SF-1, 2BHK admeasuring (88 Sq.mts carpet area) 115 Sq.mts Super built up area on the Second Floor, (which includes the incidence of staircase, landings, elevators and other common areas) along with stilt car parking and undivided proportionate share in SAID PLOT. The SAID FLAT is delineated on plan annexed herewith.



SCHEDULE VI

(BRIEF DESCRIPTION AND SPECIFICATION OF THE SAID FLATS)

The Structure: The building will be R.C.C. frame structure using CRS steel and M-25/M-30 grade concrete. All internal walls will be 4" thick and the external walls will be 9" thick brick/laterite masonry.

Flooring:

The flooring will be of vitrified tiles of reputed make for the entire flat with matching skirting except toilets. For toilets and bathrooms the flooring will be of anti-skid ceramic tiles and

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dado will be of designer ceramic tiles of reputed make upto ceiling height.

Internal Decor:

All walls and ceiling will be painted with paint of reputed make.

Doors:

The main door will be a designer flush door and internal door will be solid flush doors of 1-1 1/2 thickness. The door frames of the main door shall be of teakwood.

Windows:

The windows and balconies will be aluminum sliding windows with at least 4 mm thick glass of reputed make and the frames are powder coated. All window bottom sills will be of marble.

Kitchen:

The kitchen will have 1 granite platforms with stainless steel sink with drain board. Electrical points for water purifier, Exhaust fan, refrigerator, microwave oven, mixer/grinder and exhaust points will be provided. The kitchen will have wall tiling 60 cms above the platform.

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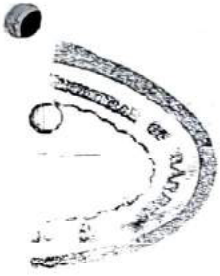
Bathroom and Toilet:

The bathroom and toilet doors will be solid flush doors. There will be 1 washbasin, 1 shower and 1 white commode (western) with bathroom fitting of Crab Tree or equivalent and premium sanitary fitting.

Electrical Installations:

The electrical wiring will be concealed. Adequate power points for telephones, cable/DTH, and A.C. point will be provided in the drawing room and bedrooms.

IN WITNESS WHEREOF the Parties have signed this Agreement on the day, month and the year first hereinabove mentioned.







SIGNED AND DELIVERED by the
Within named "VENDORS/OWNER NO. 1" self and as POA for
VENDOR NO. 5 and VENDOR NO. 6



Lopes

Lopes

MR. JOHN ANTHONY LOPES,

LEFT HAND FINGER PRINTS

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

				
THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

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SIGNED AND DELIVERED by the
Within named "VENDORS/OWNER NO. 2"



MRS. DELILAH RITA LOPES.

LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

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SIGNED AND DELIVERED by the
Within named "VENDORS/OWNER NO. 3"



MR. EDWARD SEBASTIAN LOPES alias
EDWARD SEBASTIAN LOPEZ

LEFT HAND FINGER PRINTS

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

				
THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

SIGNED AND DELIVERED by the _____
Within named "VENDORS/OWNER NO. 4"



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MRS. LYSA LOPES alias
LYSA TERESINHA DE SOUZA MACHADO E LOPES,

LEFT HAND FINGER PRINTS

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

				
THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

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SIGNED AND DELIVERED by the _____
Within named "BUILDER/DEVELOPER"



M/S GAJINKAR BUILDERS,
represented by its sole proprietor
MR. SANTOSH M. GAJINKAR

LEFT HAND FINGER PRINTS

				
LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

				
THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

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IN PRESENCE OF WITNESSES:-

1. Adv Sunil Subhash Shetye



2. Mr. Ashitosh Bharat Singh



Shetye
Singh
Shetye