

TICOTARY  OTARY  G. SAROKO  EARDEZ  CEJA  REC 126/88  EXIL DATE: 20/12/2022	L. NO. 22 [N.N.P Decemy	A Parologo Parties  Transacting Parties  hinder  Signature of Purchaser
AGRE	EMENT FOR DEVELO	DPMENT gita S. Ponol.

This Agreement for Development is made at Mapusa, Bardez, Goa, on this 21st March 2022

## **BETWEEN**



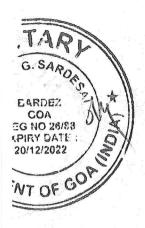
(1) MR. SHIVRAJ AVADOOT POROB alias SHIVRAJ AVDHUT PAROB, age 57 years, son of Avadoot Porob alias Avdhut Parob, and his business, Aadhar no . Pan no. wife (2) MRS. SANGEETA SHIVRAJ POROB alias SANGITA SHIVRAJ POROB, age 54 years, daughter of Srirang Narvekar, , both . Pan no. housewife, Aadhar no residing at 70/B, Audhoot Nivas, Khorlim, Mapusa, Goa - 403507 hereinafter referred to as the Owners (which term and expression shall successors, assigns, executors, theirs heirs, nominees, include administrators and/or representatives) of the FIRST PART

## AND

3) Mr. SIDDHANT SHIVRAJ POROB, age 25 years, business, son of Shivraj Porob, Aadhar Card No. , Pan Card no. , residing at 70/B, Audhoot Nivas, Khorlim, Mapusa, Goa - 403507, having business under the style M/s Goldstar Construction with GST registration no , having office at 70/B/1 Avdhoot Niwas, Khorlim, Mapusa - Goa registered with Mapusa Municipal Council having trade License No , hereinafter known

Sangila S Porol

as the "DEVELOPER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, representatives, administrators and assigns) of the SECOND PART.



WHEREAS there exists an immovable property known as second part of the plot "Marancho Sorvo" in the form of a rectangle, which is a part of the larger property by the same name described in the Land Registration Office of Bardez under No.37731 at pg.196 reverse of B 96 new and bearing Matriz No.902, the said plot along with the residential house bearing no.11/128, is located at Khorlim, Mapusa, and is presently surveyed in the city survey of Mapusa under Chalta no.3 of P.T.Sheet no.116, admeasuring 809 square metres, more fully described in the Schedule hereunder, hereinafter called the "said property"

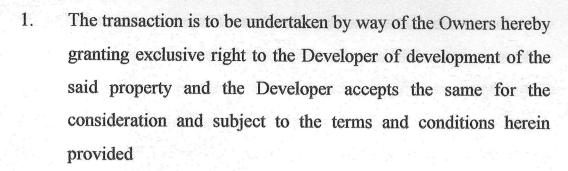
That the Owners have purchased the said property by deed of sale dated 10/04/2008, duly registered at Mapusa, Goa.

Accordingly as of 10/04/2008, the OWNERS are the sole owners in absolute possession of the said property

The Developer has approached the OWNERS to develop the said property in the manner laid down below and the OWNERS agreed to the said proposal.

NOW THIS AGREEMENT WITNESSES AS UNDER

Sangita S-Ponds





- 2. The Developer shall prepare plans on the land Parcel. The Owners shall receive as consideration for the development rights a total of Rs.1,23,00,000/- (Rupees One Crore Twenty Three Lakh Only) which is to be paid prior to completion of the project.
- 3. The owners shall be repaid his expenses incurred thus far i.e.
- A. Rs.1,47,120/- (Rupees One Lakh Forty Seven Thousand One Hundred and Twenty Only) as cost of Sanad
- B Rs.9,81,689/- (Rupees Nine Lakh Eighty One Thousand Six Hundred and Eighty Nine Only) as construction licences fee paid to Mapusa Municipal Council
- C. Rs.1,00,000/- (Rupees One Lakh Only) paid as advance to Eng.Rohan Dhavjekar,
- D. Rs.1,96,944/- (Rupees One Lakh Ninety Six Thousand Nine Hundred and Forty Four Only) paid to P.D.A (North) for Plan Approval.
- E. Rs.2,60,000/- (Rupees Two Lakh Sixty Thousand Only) paid as Labour charge for demolition of old building structure.

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- F. Rs.12,000/- (Rupees Twelve Thousand Only) paid for temporary electrical connection
- G. Rs.4,30,000/- (Rupees Four Lakh Thirty Thousand Only) paid for plot fencing
- H. Rs.90,000/- (Rupees Ninety Thousand Only) paid for tree cutting labour charge

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- Borewell boring charge Rs.1,90,000/- (Rupees One Lakh Ninety Thousand Only).
- Sanad and all the required approvals for commencement of construction have been obtained by the Owners, from the concerned authorities.
- 5. The Owner shall provide Developer or their counsel/consultants, all documents, title deeds and information related to the Property as may be reasonably required by the Developer to evaluate title and issues pertaining to the transaction. Any additional documents requested by Developer shall also be provided in a reasonably timely manner.
- 6. The parties undertakes to maintain complete confidentiality of all information as may be provided by the Owner to the Developer, or vice versa, pursuant to this agreement, and shall not disclose such information, except (I) for the purpose of the effectuation of this transaction, as may be mutually agreed between parties; or (ii)

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in discharge of any statutory or legal obligation under applicable law.

7. All disputes shall be subject to arbitration



- 8. Owners shall sign and execute deed of sale as directed by the developer on receipt of their consideration, in favour of third parties as indicated by the Developer
- 9. The Development shall be completed with Occupancy Certificate, within 24 months from the date after obtaining all necessary government licenses / approvals for the same.
- 10. The OWNERS shall not interfere in any manner or cause any obstruction of whatsoever nature at the time of development/construction carried out by the DEVELOPER. The OWNERS shall co-operate in all respects as maybe required to get the necessary approvals/sanctions to carry out the construction
- 11. The OWNERS shall execute an Irrevocable Power of Attorney in favour of the DEVELOPER for the development
- 12. All the expenditure towards approvals, construction work and fees levied towards development shall be borne by the DEVELOPER and the OWNERS shall not be liable to incur any of this

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expenditure whatsoever. Similarly the OWNERS shall not be responsible for any liability on account of the development works, any claims from workmen, suppliers or any other claimants regarding the work carried out on the said property by the Developer.



The OWNERS state that the said property is not subject to any 13. notice or scheme or notification or proceedings under Land Acquisition Act or Requisition, Administration of Evacuee Properties Act, or reservation from the Government authorities or any other Public Body or authorities in respect of the same or any part thereof, under any provision of law or any other claims, demands, charges, penalties by any statutory authority and that no attachment or notice/s from the Central or State Government or any other local body or authority under any Act, or Scheme or Legislative Enactment, Government Ordinance, Order or notification including Notice/ Proceedings for Acquisition /Requisition had/has been received by/or served upon the OWNERS and that the same or any part thereof are not subject to any attachment or recovery proceedings under the Income Tax Act, or any other act or statute, law or regulation.

14. The OWNERS assure the DEVELOPER that they have not created any charge or encumbrance or other liability of any sort over the said properties. The same is free from any encumbrances

Sangita Stores.

whatsoever and OWNERS have absolute title and exclusive right to convey the same to the DEVELOPER.

15. It is agreed that there shall be no variance with the terms hereof unless it is done by a document signed by both parties.



16. In case of any dispute in respect of the interpretation of the clauses / terms and conditions of this Agreement, the same shall be referred to arbitration in terms of the Indian Arbitration Act and this Agreement shall be governed by the provisions of the Transfer of Property Act and the Indian Contract Act.

## SCHEDULE :::

All that second part of the plot "Marancho Sorvo" in the form of a rectangle, which is a part of the larger property by the same name described in the Land Registration Office of Bardez under No.37731 at pg.196 reverse of B 96 new and bearing Matriz No.902, the said plot along with the residential house bearing no. 11/128, is located at Khorlim, Mapusa, within the limits of Mapusa Municipal Council, Registration sub-district and Taluka of Bardez, District North Goa, State of Goa, and is presently surveyed in the city survey of Mapusa under Chalta no.3 of P.T.Sheet no.116, admeasuring 809 square metres as a whole, and is

bounded as under:

Sarjita S Ponols.

East:

By road

West:

By road

North:

By the property bearing Chalta no.2 of P.T. Sheet no.116 of

Mapusa

South:

By road

IN WITNESS WHEREOF the Owners and the DEVELOPER have hereto signed this Agreement for Development on the day, month and

year first above written.

Owners:

Mr. Shivraj Avadoot Porob alias Shivraj Avdhut Paroh Hulder of Adelhan cerel

Saugita S. Ponds. Mrs. Sangeeta Shivraj Porob alias Sangita Shivraj Porob Hulder of Adelhauan Cerrol Nes

Developer

Mr. Siddhant Shivraj Porob. Holder of Acidher Curd NO.

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EXECUTED BEFORE ME BY

REG. NO. 1206 DATE 4 4 APR

