

Receipt

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FORM T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Ponda
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time:- 25-Oct-2024 12:36:59

Date of Receipt:- 25-Oct-2024

Receipt No : 2024-25/11/2184

Serial No. of the Document : 2024-PON-1735

Nature of, Document : **Agreement or its records or Memorandum of Agreement - 5**

Received the following amounts from **MR. NAGESH DINKAR PATIL PARTNER OF M/S SHIVANI BUILDERS AND REAL ESTATE DEVELOPERS** for Registration of above Document in Book-1 for the year 2024

Registration Fee	1226530	E-Challan(Online fee)	• Challan Number : 202400775326 • CIN Number : CPAEJUFTV9	1226530
Processing Fee	1720	Payment to ITG	• Payment Reference : pay_PCwC1jKZsRrZEZ • Receipt Number : 69a47a44838159971642	1200
		Payment to ITG	• Payment Reference : pay_PCxCKVIm5gz5fS • Receipt Number : 96ee8b77e66204538f7f	600
Total Paid	1228330 (Rupees Twelve Lakhs Twenty Eight Thousands Three Hundred And Thirty only			

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL

Please handover the Registered Document to the person named below

Name of the Person Authorized :

Specimen Signature of the Person Authorized

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to on Dated **25-Oct-2024**

Signature of the person receiving the Document

Signature of the Presenter

Signature of the Sub-Registrar

Phone No: 9765652016
Sold To/Issued To:
Shivani Builders & R
For Whom/ID Proof:
Pancard



OCT-23-2024 12:47:00

₹ 1185665/-

ONE ONE EIGHT FIVE SIX SIX FIVE

Other
3815237 1729687620691-00022903
3815237 35/02/01/2021-R01

For CITIZEN CREDIT
CO-OP. BANK LTD.

Authorized Signatory

1735/2024



Nagesh Dinkar Patil

[Signature]

AGREEMENT FOR DEVELOPMENT AND SALE

[Signature] Hazal. *[Signature]* Patil *[Signature]* Shivani. *[Signature]*

THIS AGREEMENT FOR DEVELOPMENT AND SALE
is made and executed at Ponda , Goa, on this **24th day**
of October in the year Two Thousand and Twenty
Four (24.10.2024)

BETWEEN

(1) MR. ANIL BERNARD D'SOUZA , major aged 48
years , married , self employed , son of Mr. Bernardo De
Souza , having **Aadhar Card No.** ,
having **PAN No** and **(2) MRS. HAZEL ANIL**
D'SOUZA, daughter of Mr. Nevis Joseph D'Souza , aged 42
years, having **PAN No.** and **Aadhar Card**
No. both Indian Nationals , both residing
at House No. 620/C , La Citadel Colony , NIO , Dona Paula ,
Goa , 403 004, hereinafter referred to as the
"OWNERS/VENDORS" (which expression shall, unless it
becomes repugnant to the context or meaning thereof,
mean and include their successors-in-interest, executors,
administrators and assigns) **OF THE FIRST PART;**

AND

M/s SHIVANI BUILDERS AND REAL ESTATE
DEVELOPERS, a partnership concern, duly registered
under Partnership Act, having their Registered Office at
Ground Floor, Prayag Residency, Orgao Marcela Road,
Marcela, Ponda, Goa , having **PAN No.** ,
represented in this Deed by their Partners **(i) MR.**



NAGESH DINKAR PATIL, son of Mr. Dinkar K. Patil ,
major aged 31 years , married , businessman , having **PAN**
No. [redacted] and **Aadhaar No.** [redacted] ,

Indian National, resident of 322/3 , Ganapatiwada , Near
Graceland , Khandola , Marcela , Goa, (ii) **MS. POOJA**
DINKAR PATIL , daughter of Mr. Dinkar K. Patil , major
aged 33 years , married , business , having **PAN No.**
[redacted] and **Aadhaar No.** [redacted]

,Indian National, resident of Flat No. B-2 , Ground Floor ,
Joaciana Apartments , Santa Cruz , Ponda , Goa , (iii)
MISS. SAGAR DINKAR PATIL , major aged 22 years
daughter of Mr. Dinkar K. Patil , spinster , business ,
having **PAN No.** [redacted] and **Aadhaar No.** [redacted]



[redacted] , Indian National , resident of 322/3 ,
Ganapatiwada , Near Graceland , Khandola , Marcela , Goa,
sh (iv) **MRS. SHUBHA HANUMANT DESSAI** , major
aged 63 years , daughter of Late U. V. S. Khandeparkar ,
married, having **PAN No.** [redacted] ,and **Aadhar**
Card No. [redacted] , Indian National , resident of

AF-28 , Kamat Arcade , St Inez , Panaji , Goa , hereinafter
referred to as the "**DEVELOPERS/ PURCHASERS**" (which
expression shall unless it be repugnant to the context or
meaning thereof mean and include his heirs, executors,
administrators and assigns) of the **SECOND PART**.

WHEREAS the OWNERS/VENDORS are the owners in
possession of all that property known as "**FONDIL BAGA**"
or "**DHUME BHAT FONDIL BAG**" at Village Tivrem, in the
Registration Sub-District of Ponda, Taluka Ponda, surveyed
under No. 52/0 admeasuring 38,900 sq.mts. and registered
in the Land Registration Office of Ponda under Description

[Handwritten signatures: Hazal, G. L. S. , Pahi, Shiwari, S. M. L. S.]

No.2925 of Book B-8 (New) and bearing Matriz No 111, within limits of Village Panchayat of Tivrem Orgao, District of North Goa, State of Goa, hereafter referred to as the **SAID ENTIRE PROPERTY**.

AND WHEREAS the SAID ENTIRE PROPERTY was purchased by the OWNER/VENDOR No I, vide Deed of Sale dated 28/11/2006 registered before the Sub-Registrar, Ponda-Goa under No.199 at pages 294 to 315 of Book I, Volume No 1061 on 02/02/2007.

AND WHEREAS a part of the SAID ENTIRE PROPERTY admeasuring an area of 38,150 sq.mts was partitioned vide Order No. PON/LRC/PART/256/2012/1543 dated 5/8/2013 issued by the Dy. Collector and SDO Ponda and allotted separate Survey No. 52/1-A of Tivrem, hereafter referred to as the **SAID PROPERTY**, more particularly described in **Schedule-I** hereinafter appearing.

AND WHEREAS the name of the OWNER/VENDOR No I is appearing as an Occupant in the Form I and XIV of S.NO. 52/1-A of Village Tivrem under Mutation Entry No. 22753.

AND WHEREAS the OWNER/VENDOR No I and OWNER/VENDOR No II are husband and wife and therefore are joint owners of the SAID PROPERTY.

 Hazel.  Coland.  Paril.  Sivani.  Shinkam.

AND WHEREAS the DEVELOPERS/PURCHASERS have approached the OWNERS/VENDORS to develop a portion of the SAID PROPERTY admeasuring an area of **3988 sq.mts** for constructing a building scheme and the area of 3988sqmtrs shall hereinafter be referred to as the **SAID PLOT**, more particularly described in **Schedule-II** hereinafter appearing and as per Plan marked in red coloured boundary line annexed hereto as **Annexure I** signed by all parties.

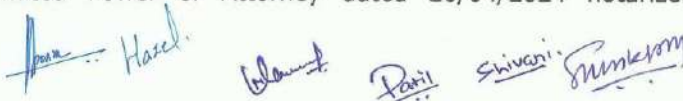


AND WHEREAS the OWNERS/VENDORS have given a copy of the title documents and other relevant documents to the DEVELOPERS/PURCHASERS and duly acknowledged by the DEVELOPERS/PURCHASERS.

AND WHEREAS the DEVELOPERS/PURCHASERS have inspected all the relevant title documents and have satisfied themselves about the marketability of the OWNERS/VENDORS title to the SAID PLOT.

AND WHEREAS the DEVELOPERS/PURCHASERS at their own cost have converted the SAID PLOT admeasuring an area of 3988 sq.mts to residential use as per Sanad No.CAD3PON07-22-30/21 dated 10/1/2024 issued by Additional Collector III, Ponda Goa.

AND WHEREAS the OWNERS/VENDORS had issued a limited Power of Attorney dated 26/04/2024 notarized



under Reg No 06/2178 dated 30/04/2024 notarized by Adv G S Kubal North Goa in favour of Partner No (i) Mr Nagesh Dinkar Patil, for the purpose of obtaining the technical clearance order from the Town & Country Planning Department, Permission from the Health Officer and Obtaining Construction License from the Village Panchayat of Tivrem Orgao with respect to the development of the SAID PLOT.



AND WHEREAS the Town & Country Planning Department, North Goa, has issued the Technical Clearance Order bearing No. TPP/641/Tivrem/52/1-A/2024/1845 dated 31.7.2024 for the proposed construction of i) Residential and Commercial Building A having Net Floor Area of 1313.44 sqmtrs forming Floor Area Ratio (FAR) of 32.936%, ii) Residential Building B having Net Floor Area of 1221.23 sqmtrs forming Floor Area Ratio (FAR) of 30.624% and iii) Compound Wall, for the construction to be carried out on the SAID PLOT and hereinafter jointly referred to as the **SAID BUILDINGS -PHASE I** and as per the plans annexed in **ANNEXURE II for Building A & ANNEXURE III for Building B** respectively hereunder and as per specifications enumerated in **ANNEXURE IV** hereunder and signed by all the parties hereto.

AND WHEREAS the Directorate of Health Services, Govt of Goa, Primary Health Centre, Betki, Goa, has issued the NOC bearing No. DHS/2024/DHS0901/O0055/49 dated 07/08/2024 for the proposed construction of the **SAID**

[Handwritten signatures: Nagesh Dinkar Patil, Nagesh Dinkar Patil, Nagesh Dinkar Patil, Nagesh Dinkar Patil]

BUILDINGS -PHASE I viz; i) Residential and Commercial Building A ii) Residential Building B and iii) Compound Wall.

AND WHEREAS the Village Panchayat of Tivrem Orgao has issued the Construction License bearing No. VPTO/Const.Lic/06/2024-25/1244 dated 22/08/2024 for the proposed construction of the **SAID BUILDINGS -PHASE I** viz; i) Residential and Commercial Building A ii) Residential Building B and iii) Compound Wall.

AND WHEREAS the **SAID PLOT** admeasuring an area of 3988sqmtrs falls under Settlement Zone, VP-1 and the permissible FAR currently available is 80%.

AND WHEREAS of the Net Floor area presently approved stands depicted on the plan approved for the **SAID BUILDINGS -PHASE I** and there is still scope for the approval of the Building in Phase II.

AND WHEREAS as and when the DEVELOPERS/ PURCHASERS get the necessary approvals for the Phase II, the plans so approved shall be referred to as **SAID BUILDINGS-PHASE II**. In such a case the OWNERS/VENDORS shall be entitled to 33 % (Thirty three percent) of the Built-Up Area in this **SAID BUILDINGS-PHASE II** and the parties shall sign and execute an Addendum to this agreement to that effect.



AND WHEREAS the OWNERS/VENDORS have agreed to allow the DEVELOPERS/PURCHASERS to construct the Building/s as per the approved Plans.

AND WHEREAS the DEVELOPERS/PURCHASERS in lieu of OWNERS/VENDORS agreeing to sell, transfer, convey and assign the SAID PLOT has agreed to pay a total consideration in kind comprising of **33 % (Thirty three percent)** of the **Built-up area of the SAID PLOT** and monetary consideration an amount of **Rs. 30,55,500/- (Rupees Thirty Lakhs Fifty Five Thousand Five Hundred Only)**.

AND WHEREAS the part consideration in kind of **SAID BUILDINGS -PHASE I** as approved as per Technical Clearance Order bearing No. TPP/641/Tivrem/52/1-A/2024/1845 dated 31.7.2024 to be constructed on part of the SAID PLOT by the DEVELOPERS/PURCHASERS for the OWNERS/VENDORS free of cost the following:

I) In Building A- Total Shops: 3 Nos and Total Double Bedroom Flats: 5 Nos amounting to total Built Up Area of 612.95sqmtrs as per details below;

- i) Shop No 8: on Ground Floor having Built Up Area 24.32sqmtrs,
- ii) Shop No 9: on Ground Floor having Built Up Area 24.32sqmtrs,
- iii) Shop No 10: on Ground Floor having Built Up Area 27.96sqmtrs,
- iv) Flat No A-002: Double Bedroom Flat on Upper Ground Floor having Built Up Area 104.01 sqmtrs along with open

[Signature] Hazel.

[Signature] Pankaj

[Signature] Shivani *[Signature]* Srinivas

terrace of 3.12sqmtrs and along with one car park marked as A-002

v) Flat No A-102: Double Bedroom Flat on First Floor having Built Up Area 96.16sqmtrs along with terrace of 28.88sqmtrs and along with one car park marked as A-102

vi) Flat No A-202: Double Bedroom Flat on Second Floor having Built Up Area 96.16sqmtrs along with one car park marked as A-202

vii) Flat No A-301: Double Bedroom Flat on Third Floor having Built Up Area 104.01sqmtrs along with one car park marked as A-301

viii) Flat No A-401: Double Bedroom Flat on Fourth Floor having Built Up Area 104.01sqmtrs along with one car park marked as A-401



AND

II) In Building B- Total Double Bedroom Flats:4 Nos amounting to total Built Up Area of 400.34sqmtrs as per details below;

i) Flat No B-302: Double Bedroom Flat on Third Floor having Built Up Area 96.16sqmtrs along with one car park marked as B-302

ii) Flat No B-304: Double Bedroom Flat on Third Floor having Built Up Area 96.16sqmtrs along with one car park marked as B-304.

iii) Flat No B-401: Double Bedroom Flat on Fourth Floor having Built Up Area 104.01sqmtrs along with one car park marked as B-401.

[Handwritten signatures: Hare, Hare, G. L. Singh, Puri, Shivani, Suresh]

iv) Flat No B-402: Double Bedroom Flat on Fourth Floor having Built Up Area 104.01sqmtrs along with one car park marked as B-402.

hereinafter jointly referred to as the **VENDORS PREMISES** and more particularly described in detail in **Schedule III** hereinafter.

AND WHEREAS the DEVELOPERS/PURCHASERS shall retain for themselves all balance constructed area including the balance Flats/Shops in the SAID BUILDINGS-PHASE I, viz i) In Building A- Total Shops:7 Nos and Total Double Bedroom Flats:9 Nos along with one car park for each flat and ii) In Building B- Total Double Bedroom Flats:12 Nos along with one car park for each flat hereinafter jointly referred to as the **DEVELOPERS PREMISES**.

AND WHEREAS title of the OWNERS/VENDORS to the SAID PLOT is good, clear, legal and marketable and prior to signing this Agreement the OWNERS/VENDORS have not entered into any Agreement with any person/persons agreeing to sell or transfer or develop the same or part of it and the OWNERS/VENDORS hereby indemnify the DEVELOPERS/PURCHASERS for the same and further declare that they are exclusive Owners in possession and otherwise well and sufficiently entitled to the SAID PLOT hereby agreed to be developed.

AND WHEREAS the parties hereto have agreed to sign and execute the present Agreement for Development and Sale

The block contains five handwritten signatures in blue ink. From left to right, they appear to be: 'Hazel', 'Chand', 'Ravi', 'Shivani', and 'Sukhmani'.

upon the terms, conditions and covenants hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:-



In pursuance of abovesaid Agreement, the OWNERS/VENDORS agree to sell, transfer, convey and assign the SAID PLOT to the DEVELOPERS/PURCHASERS in lieu of a total consideration in kind to be delivered comprising of **33 % (Thirty three percent) of the Built up area of the SAID PLOT** and monetary consideration an amount of **Rs. 30,55,500/- (Rupees Thirty Lakhs Fifty-Five Thousand Five Hundred Only)** paid as follows; i) Rs 5,55,500/- (Rupees Five Lakhs Fifty Five Thousand Five Hundred Only) is paid vide Cheque No. 756100 dated 12/04/2022 drawn on Bank of Baroda, Marcela Goa branch and ii) Rs 25,00,000/- (Rupees Twenty Five Lakhs Only) is paid vide Cheque No. 133151 dated 06/02/2024 drawn on Canara Bank, Marcela Goa branch.

1. The part consideration in kind of **SAID BUILDINGS - PHASE I** as approved as per Technical Clearance Order bearing No. TPP/641/Tivrem/52/1-A/2024/1845 dated 31.7.2024 to be constructed on part of the SAID PLOT by the DEVELOPERS/PURCHASERS for the OWNERS/VENDORS free of cost the following:

[Handwritten signatures]
Havel. Collaunt. Pahi. Shivani. Shrinerm

- Para. Hazel. Calcutta. Paris. Sivani. Sunam

AND

**II) In Building B- Total Double Bedroom Flats:4
Nos amounting to total Built Up Area of
400.34sqmtrs as per details below;**

- i) Flat No B-302: Double Bedroom Flat on Third Floor having Built Up Area 96.16sqmtrs along with one car park marked as B-302
- ii) Flat No B-304: Double Bedroom Flat on Third Floor having Built Up Area 96.16sqmtrs along with one car park marked as B-304.
- iii) Flat No B-401: Double Bedroom Flat on Fourth Floor having Built Up Area 104.01sqmtrs along with one car park marked as B-401.
- iv) Flat No B-402: Double Bedroom Flat on Fourth Floor having Built Up Area 104.01sqmtrs along with one car park marked as B-402.

hereinafter jointly referred to as the **VENDORS PREMISES** and more particularly described in detail in **Schedule III** hereinafter.

2. The DEVELOPERS/PURCHASERS agrees and undertakes to develop the SAID PLOT described in the Schedule-II, at the entire cost and expenses of the DEVELOPERS/PURCHASERS and subject to the terms and conditions and covenants appearing hereunder.

3. The OWNERS/VENDORS shall be bound to sign all the papers and documents and do all the acts, deeds, things and matters as the DEVELOPERS/PURCHASERS



may require from them, from time to time, in this behalf for safeguarding, inter alia, the interest of the DEVELOPERS/PURCHASERS with respect to construction and completion of **SAID BUILDINGS-PHASE I** on the **SAID PLOT**.

4. The DEVELOPERS/PURCHASERS shall be free to sell, dispose, transfer, assign all those DEVELOPERS PREMISES, similarly to sign and execute any Agreement/s for construction cum Sale, any Deed/s of Sale or any other Deed/s, documents with any third party for the sale of DEVELOPERS PREMISES and the OWNERS/VENDORS shall have no claim or objection of whatsoever nature to the same provided it does not interfere in any manner with the VENDORS PREMISES.

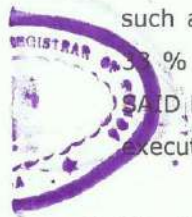
5. It is clearly agreed and understood that the DEVELOPERS/ PURCHASERS shall not hand over the possession of the completed flats/shops to their Buyers or any third parties in any Building, without first handing over possession of the completed Flats/Shops entitlement of the VENDORS PREMISES to the OWNERS/VENDORS in the said Building.

6. The DEVELOPERS/PURCHASERS shall be entitled to modify the approved plans as it may deem fit provided the modifications are within bylaws or as per the provisions of approved scheme laid down by the Competent Authority and provided it does not in any way

affect or prejudice the right of the OWNERS/VENDORS with respect to the VENDORS PREMISES.

7. During construction, as and when the DEVELOPERS/ PURCHASERS get the necessary approvals for the construction of the Third Building, the plans so approved shall be referred to as SAID BUILDINGS-PHASE II. In such a case the OWNERS/VENDORS shall be entitled to 33 % (Thirty three percent) of the Built Up Area in this SAID BUILDINGS-PHASE II and the parties shall sign and execute an Addendum to this agreement to that effect.



8. The OWNERS/VENDORS at their discretion, may take steps to increase the F.A.R. available for the SAID PLOT, entirely at their costs. In case the OWNERS/VENDORS are able to get additional F.A.R., the DEVELOPERS/ PURCHASERS shall be entitled to utilize this additional F.A.R. made available. To the extent the additional F.A.R. made available can be put to use by the DEVELOPERS/ PURCHASERS, the OWNERS/VENDORS shall be entitled to 40% of the Built-Up Area of such F.A.R. utilized by the DEVELOPERS/PURCHASERS in the SAID PLOT.
9. During the course of construction, in the event of increase in FAR (present FAR available being 80 % for the SAID PLOT), the OWNERS/VENDORS shall be entitled to 40% of the Built Up area of the increased FAR and the parties shall sign and execute an additional Addendum to that effect.

10. The OWNERS/VENDORS hereby agrees and covenant as under: -

- a. That the OWNERS/VENDORS have the exclusive rights to the SAID PLOT and are entitled to deal with the SAID PLOT in the manner deemed fit and proper.
- b. That the OWNERS/VENDORS are in exclusive use, occupation and possession of the SAID PLOT and have not parted with the possession of the SAID PLOT to any other person.
- c. That neither the OWNERS/VENDORS nor any person/s claiming by, through or under them have created any adverse rights and/or entered into any Agreement for Sale or entered into any MOU or otherwise created any adverse rights in respect of the right, title and interest of the OWNERS/VENDORS in the SAID PLOT or any part thereof or executed any Power of Attorney authorizing sale of their right, title, interest and share in the SAID PLOT or taken any deposit in the form of earnest money deposit or otherwise whereby the OWNERS/VENDORS are prevented from entering into these presents with the DEVELOPERS/PURCHASERS.
- d. That the OWNERS/VENDORS do hereby indemnify and keep indemnified the



 Hazal  Poonam  Parvi 

DEVELOPERS/PURCHASERS against any loss, claim or demand from any person/s in respect of the SAID PLOT, that may be suffered by the DEVELOPERS/PURCHASERS in the event of defect in the title of the OWNERS/VENDORS and further undertake to clear all such defects, if existing, over the SAID PLOT at their own cost without disturbing the title and possession of the DEVELOPERS/PURCHASERS.



- e. That during the subsistence of this Agreement, the OWNERS/VENDORS shall not be entitled to enter into any other Agreement, MOU or writing with any other person whomsoever or for that matter create any charge or rights in favour of any other person in respect of the SAID PLOT.
- f. That the OWNERS/VENDORS have today handed over the peaceful, legal and physical possession of the SAID PLOT to the DEVELOPERS/PURCHASERS to be held by the DEVELOPERS/PURCHASERS presently for the purposes of carrying out the construction of the SAID BUILDINGS-PHASE I.
- g. The DEVELOPERS/PURCHASERS shall be entitled to enter into Agreements for Sale in respect to the DEVELOPERS PREMISES in terms deemed fit and proper by the DEVELOPERS/PURCHASERS.

h. THAT the OWNERS/VENDORS shall not cause any obstruction or interference in the works executed at site and in case of any difficulty shall inform the DEVELOPERS/PURCHASERS about the same.



i. That the OWNERS/VENDORS from the date of taking possession of the VENDORS PREMISES, shall be liable to pay Electricity Meter charges and House Tax pertaining to their individual Flats in the VENDORS PREMISES.

j. That the OWNERS/VENDORS shall convey the SAID PLOT in favour of the prospective purchasers/ in favour of any entity/co-operative housing society/Association formed by the prospective purchasers after receipt of the entire consideration. Provided that all costs and expenses incidental thereto shall be borne and paid by the Developer or the purchasers of premises in the said Complex.

k. That no part or portion of the SAID PLOT is subject to the Land Acquisition proceedings either pending or disposed and there are no disputes pending or disposed with respect to encroachment, easements and access.

[Handwritten signatures]
Hard. G. D. Pant. Shivani. Shriniketa

- I. That the OWNERS/VENDORS, as and when required shall sign and execute the agreements in respect to the DEVELOPERS PREMISES, as a confirming party, confirming the transactions of sale of the DEVELOPERS PREMISES and confirm the same either personally or through a POA before the sub registrar.

11. The DEVELOPERS/PURCHASERS hereby agrees and covenant as under:-



- a) That the DEVELOPERS/PURCHASERS have seen and inspected the SAID PLOT and have verified the area, demarcation of boundaries etc. and have further verified all the title documents of the OWNERS/VENDORS.
- b) That the DEVELOPERS/PURCHASERS shall carry out the entire construction of the SAID BUILDINGS-PHASE I at their costs and shall pay the required fees for obtaining of the Conversion Sanad, the Development Permission, the Construction License as also for the renewals thereof and shall also be responsible to obtain the Occupancy Certificate. That the DEVELOPERS/PURCHASERS shall obtain all the relevant construction permissions/licenses/approvals from the concerned Govt Departments, Village Panchayat/ Town and Country Planning Department/ Health Department etc and get

[Handwritten signatures in blue ink: "Haseel", "Ghanshyam", "Pani", "Shivani", "Shivani"]

the building plans approved and agrees that all the expenses towards the same to be paid to the concerned Govt Departments, Village Panchayat Tivrem-Orgao or any other competent Government Authority or Semi Government Authority, Local bodies in that respect shall be borne by the DEVELOPERS/PURCHASERS and the OWNERS/VENDORS under no circumstances shall be liable for any such payments either in part or full on account of construction of SAID BUILDINGS-PHASE I on the SAID PLOT.



- c) That the DEVELOPERS/PURCHASERS shall in the course of construction and completion of the SAID BUILDINGS-PHASE I do all lawful acts and things required by and perform the works in conformity in all respects with the provisions of the statutes applicable thereto and with the bye-laws and the rules and regulations, Development Control Rules and the Rules and Regulations of any other Public body or Local Authority /Village Panchayat of Tivrem-Orgao or authorities having jurisdiction to regulate the same and shall throughout save harmless and keep the OWNERS/VENDORS indemnified of, from and against all claims for the fees, charges, times and other payments whatsoever which during the progress of the work may become payable or be demanded by the said

[Handwritten signatures]

authorities in respect of the said work or of anything done or caused to be done or omitted to be done under the authority herein contained.

d) That the DEVELOPERS/PURCHASERS agree to indemnify and keep indemnified the OWNERS/VENDORS, their successors and assigns from time to time and at all times hereafter from and against all or any costs, losses, charges, claims, actions, demands, suits, damages, liabilities, accidents, structural defects or mishaps on site, that may be suffered or incurred by the DEVELOPERS/PURCHASERS. The DEVELOPERS/ PURCHASERS shall be solely responsible for the consequences thereof and make payment of compensation, claims and losses suffered by any party due to any accident/ injury occurring on the SAID PLOT during the course of construction of the SAID BUILDINGS-PHASE I and make good the said losses and the DEVELOPERS/PURCHASERS hereby indemnifies the OWNERS/VENDORS from and against all such claims /losses /compensations to be paid. It is further provided that in case of any prosecution arising due to such said accidents, the DEVELOPERS/PURCHASERS alone shall be liable and there shall be no claim made against the OWNERS/VENDORS. The DEVELOPERS/



[Handwritten signatures]
Hazel. Guler. Patti. Sivani. Guler.

PURCHASERS shall throughout the course of construction of the SAID BUILDINGS shall save harmless and keep the OWNERS/VENDORS indemnified of, from and against all claims/prosecutions and the OWNERS/VENDORS shall have no liability of any nature whatsoever.



- e) That the DEVELOPERS/PURCHASERS shall pay all the fees of the Architects, and R.C.C. Consultants, Engineers, Labourers, Contractors etc., appointed by them for the development of the SAID PLOT and construction of the SAID BUILDINGS-PHASE I.
- f) That in case of the applicability of GST, it shall be the responsibility and liability of the DEVELOPERS/PURCHASERS, to pay the same.
- g) That the DEVELOPERS/PURCHASERS shall pay all other statutory deposits/charges for obtaining electricity/ water/ sewerage/ connection for the development of the SAID PLOT and construction of the SAID BUILDINGS-PHASE I.
- h) That the DEVELOPERS/PURCHASERS shall register the SAID BUILDINGS-PHASE I before the RERA Authorities and obtain the necessary RERA Registration Certificate.

[Handwritten signatures]
Hard. G. Pandey P. S. S. S. S.

12. The DEVELOPERS/PURCHASERS shall complete the construction of the SAID BUILDINGS-PHASE I and shall obtain the Occupancy/Completion Certificate from the Village Panchayat of Tivrem/Orgao within a period of **36(Thirty-Six) months** from the date of issue of the necessary Construction License with a grace period of 6 months. The said Completion shall mean and include civil works including the building(s), landscaping, electrical works, sanitary and plumbing works, sewerage and all other common amenities along with permanent connection for electricity and water and sewerage etc.



13. In case of Force Majeure, the DEVELOPERS/PURCHASERS shall be entitled to an extension in time limit for completion of construction. Force Majeur , riots, strikes, civil commotion, lockouts, earthquake, fire, accident or act of God, any notice, order, rule, notification of the government [state and central] or municipal/panchayat or other local bodies or competent authorities, prohibitory order or injunction or directive of any Government tribunal, Quasi-tribunal, local or Public body or authority or Court or competent authority or any order directive which may be passed by the Court or Tribunal [judicial or quasi-judicial] or other competent authorities as a result whereof the construction activity on the SAID PLOT or any part thereof cannot be proceeded with (and not attributable to any default on the part of the OWNERS and/or the DEVELOPERS), any pandemic or lockdown imposed by the Government,





claims/disputes not being settled and/or any further litigation being - inter alia by virtue of which the construction activity cannot be continued, any issue/dispute arising out of/ regarding/concerning the title of the OWNERS to the SAID PLOT, any other reason not limited to the reasons mentioned hereinabove which is beyond the control of the DEVELOPERS/PURCHASERS and not attributable to any act of commission or omission on the part of the DEVELOPERS/PURCHASERS which may prevent, restrict or interfere with or delay the development of the SAID PLOT or construction of building thereon.



14. In the event that the VENDORS PREMISES are not handed over within the period specified above to the OWNERS/VENDORS, the OWNERS/VENDORS for the delay shall be entitled to a penalty at Rs. 5,000/- per month, per flat and per shop for the Flat/shops not handed over.

15. The VENDORS/ OWNERS authorize the DEVELOPERS/PURCHASERS to perform all the lawful acts, deeds, things and matters more particularly stated herein below: -

a) To sign and execute all papers, plans applications and other documents for obtaining of Permission/License/N.O.C. from the competent Authorities for carrying on the construction on the SAID PLOT.

b) To apply for all Permissions/Licenses/N.O.C.'s that may be required from the Village Panchayat of Tivrem-Orgao, The Town & Country Planning Department, the Planning & Development Authority and from any other Authority or department for the carrying on the construction on the SAID PLOT .

c) To apply for the renewals, revisions of the Permissions, N.O.C.'s Licenses already obtained in respect to the construction on the SAID PLOT .



d) To apply for the connection for water supply, the connection for electricity supply for the construction on the SAID PLOT.

e) To sign and execute any Agreement of Sale, Deed of Rectification, Deed of Ratification , Deed of Sale or any Deed or document in connection with the DEVELOPERS PREMISES with any Prospective Purchaser/s .

f) To sign and execute any document/Deeds as aforesaid before the Notary or the Sub-Registrar or any other Authority, concerning the DEVELOPERS PREMISES and to admit the execution before the said Authority .

16. The Flats allottees of the DEVELOPERS/ PURCHASERS as also the VENDORS/OWNERS or their Flats allottees shall form an Association of persons in the name and style of "**Marcela Prestige Owners Association**" or any other suitable name and style and hereinafter referred to as the **SAID ASSOCIATION**. The SAID ASSOCIATION shall be formed for the maintenance of the SAID BUILDINGS-PHASE I.

 Hazal.



 Parit

 Shivani


17. The OWNERS/VENDORS and the DEVELOPERS/ PURCHASERS in case of holding any Flats/ Shops/ premises, shall be bound to join the SAID ASSOCIATION and obey and observe all the rules and regulations as may be formulated by the SAID ASSOCIATION.

18. The OWNERS/VENDORS and the DEVELOPERS/ PURCHASERS do hereby agree and undertake to open a bank account in the name of the SAID ASSOCIATION and deposit an amount of **Rs 1,00,000/- (One Lakh Only) per flat and Rs30,000/- (Rupees Thirty Thousand Only) per shop** into the bank account of the SAID ASSOCIATION which shall be utilized towards the maintenance contribution towards outgoings for maintenance and management of the common areas, building, common lights, common staircases, common compounds, open spaces, sweepers remuneration, maintenance of accounts etc.

19. The Office bearers of the Association shall be decided by the Flats/Shops allottees, and which shall be binding on the OWNERS/VENDORS and the DEVELOPERS/ PURCHASERS.

20. Any third party/parties purchasing the VENDORS PREMISES or DEVELOPER PREMISES shall be bound to join the SAID ASSOCIATION and obey and observe all the rules and regulations as may be formulated by the SAID ASSOCIATION.

  Harsh.  Pankaj.  Shivani.  Shilpa

21. The SAID ASSOCIATION may be converted into a Co-operative Maintenance Housing Society at the discretion of the members.

22. The DEVELOPERS/PURCHASERS shall be entitled to avail a loan on the DEVELOPERS PREMISES excluding the VENDORS PREMISES PROVIDED THAT the DEVELOPERS/PURCHASERS prior to handing over unto the OWNERS/VENDORS shall ensure that the constructed areas to be delivered are free from encumbrances of any kind whatsoever. Similarly, the Buyers of the Flats/Shops/premises shall be entitled to avail a loan as against the allotted premises to enable them to pay the same to the DEVELOPERS/PURCHASERS and the VENDORS/OWNERS declare that they have No Objection for the same.

23. The OWNERS/VENDORS and DEVELOPERS/PURCHASERS shall bear their respective income taxes. However, collection and payment of indirect taxes as applicable including but not limited to VAT, CST, Entry Tax, Service Tax, GST or any other taxes shall be solely the responsibility of the DEVELOPERS/PURCHASERS.

24. On delivering the VENDORS PREMISES, it shall be the discretion of the DEVELOPERS/PURCHASERS either to

 Hand.    

make individual Sale Deeds in favour of the Flat allottees or to make a Sale Deed directly of the SAID PLOT in the name of any Co-operative Housing Society. In case the individual Sale Deeds are made, the DEVELOPERS/PURCHASERS shall ensure that the land entitlement/undivided share in the SAID PLOT corresponding to the built-up area of VENDORS PREMISES is retained by the VENDORS/OWNERS and is not conveyed in favour of any other person. The Stamp Duty, registration charges and other legal expenses incurred on the said Deed of sale shall be paid by the individual allottees of the Flats/Shops or by the Society formed.

25. The DEVELOPERS/PURCHASERS shall not create any financial and/or other liability on the OWNERS/VENDORS while constructing, completing the SAID BUILDINGS-PHASE I and hereby keep the OWNERS/VENDORS indemnified from such liability.

26. The DEVELOPERS/PURCHASERS shall give written notice to the OWNERS/VENDORS upon completion of the VENDORS PREMISES allotted to them. The completion shall include completion of construction in all respects as per specifications mentioned in ANNEXURE IV hereinunder along with Electricity Connection and Water Connection and after obtaining Occupancy Certificate from Village Panchayat of Tivrem-Orgao. The VENDORS shall take possession of their allotted premises within 10 days from the service of such notice, after which the possession shall be deemed to have been taken.

Handwritten signatures in blue ink, including names like Hazal, Colman, Patti, Sivani, and Shrinani.

27. All notices and other communications shall be in writing and sent at the respective addresses of the OWNERS/VENDORS and DEVELOPERS/ PURCHASERS as mentioned in Agreement hereinabove.

28. Upon taking possession of the VENDORS PREMISES, the OWNERS/VENDORS shall be solely liable for the payments commencing from date of taking possession of all taxes, cesses, levies, public outgoings, impositions, water and electricity bills for the VENDORS PREMISES.

29. The OWNERS/VENDORS shall have rights in common alongwith all other premise holders in the common areas of the SAID BUILDINGS such as staircase, corridors, common passages, pathways, gardens and other common amenities and shall not claim any exclusive rights over the same.

30. The DEVELOPERS/PURCHASERS warrants the quality of construction of the VENDORS PREMISES for a period of **5 (Five) years** from the date of taking possession wherein; the DEVELOPERS/ PURCHASERS shall be liable to repair/rectify any defects arising in the construction of the VENDORS PREMISES. The said warranty shall be extended to any third party/parties purchasing the VENDORS PREMISES.

31. The OWNERS/VENDORS shall be at liberty to sell, transfer, and assign their right, share and title to any

 Hazel.  Pami.  Shivani.  Simla

third party/parties in the constructed area comprising of the VENDORS PREMISES more particularly described in Schedule III hereunder, on terms as may be deemed fit and proper.

32. The DEVELOPERS/PURCHASERS shall be solely entitled to the DEVELOPERS PREMISES and shall be entitled to deal with the same in the manner deemed fit and proper.

33. It is agreed upon by the DEVELOPERS/PURCHASERS and the OWNERS/VENDORS that the Building/s after construction shall be named as "**MARCELA PRESTIGE**".

34. The parties shall be entitled to the specific performance of this Agreement.

35. The OWNERS/VENDORS do not belong to Schedule Caste or Schedule Tribe as per Notification bearing No. RD/LND/LRC/318/77 dated 24.8.1978 issued by the Government of Goa.

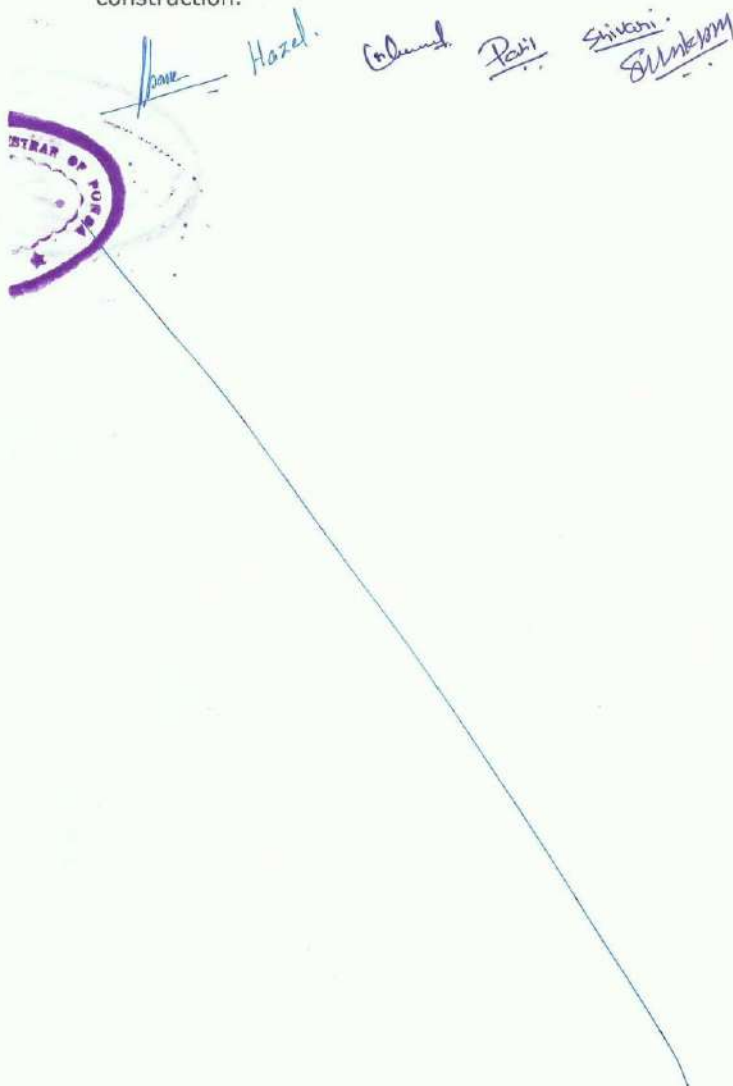
36. In case of any dispute , the jurisdiction shall vest in the Court at Ponda , Goa.

37. The market value of the SAID PLOT is Rs. 2,49,32,250/- (for Construction) + Rs. 1,59,52,000/- (for cost of land) ie Rs. 4,08,84,250/- (Rupees Four Crore Eight Lakhs Eighty-Four Thousand Two Hundred Fifty Only) and the stamp duty on the same amounting

 Hazel  Pankaj  Shivani  Shikhar

to Rs. 11,85,665/- (Rupees Eleven Lakhs Eighty-Five Thousand Six Hundred Sixty Five Only) is affixed herewith borne by the DEVELOPERS/PURCHASERS.

38. The possession of the SAID PLOT is handed over by the OWNERS/VENDORS to the DEVELOPERS/PURCHASERS for the purpose of development and construction.



SCHEDULE I

(DESCRIPTION OF THE SAID PROPERTY)

All that property admeasuring an area of 38,150 sq.mts bearing separate Survey No. 52/1-A of Tivrem vide partition Order No. PON/LRC/PART/256/2012/1543 dated 5/8/2013 issued by the Dy. Collector and SDO Ponda within limits of Village Panchayat of Tivrem Orgao, District of North Goa, State of Goa, and bounded as under:-



North: By Village boundary of Orgao;
South: By property bearing Survey No. 54 and 53;
East: By Village Orgao;
West: By Marcel Banastarim Road;

[Handwritten signatures and names: Ponda, Hazel, Colman, Panti, Shivani, and a signature]

SCHEDULE II

(DESCRIPTION OF THE SAID PLOT)

ALL that PLOT admeasuring an area of 3,988 square meters, forming part of the above SAID PROPERTY, surveyed under Survey No 52/1-A, within the limits of the Village of Tivrem , in the Taluka and Sub-District of Ponda in the State of Goa and bounded as under:-

- North: By remaining portion of the property surveyed under survey no 52/1-A of Village Tivrem;
- South: By property bearing survey no. 54/1-D
- East: By Survey No 53/1-O & 53/1-I, 53/1-K, 53/1
- West: By remaining portion of the property surveyed under survey no 52/1-A of Village Tivrem.



The **SAID PLOT** is shown on the plan and for better clearness delineated on the plan thereof annexed hereto as **ANNEXURE I** and marked thereon with red color boundary lines.

[Handwritten signatures and names: "Hazel", "Girish", "Pari", "Shivani", and a signature that appears to be "S. S. S."] and a blue diagonal line.

SCHEDULE III
(DESCRIPTION OF VENDORS PREMISES)

BUILDING A - As per Technical Clearance Order No: TPP/641/TIVREM/52/1-A/2024/1845				
Unit No	Floor	Type	Built Up Area (M2)	Parking No
Shop-8	Ground	Shop	24.32	-
Shop-9	Ground	Shop	24.32	-
Shop-10	Ground	Shop	27.96	-
A-002	Upper Ground	Double Bedroom Flat	104.01+3.12 (Open Terrace)	A-002
A-102	First	Double Bedroom Flat	96.16 + 28.88 (Open Terrace)	A-102
A-202	Second	Double Bedroom Flat	96.16	A-202
A-301	Third	Double Bedroom Flat	104.01	A-301
A-401	Fourth	Double Bedroom Flat	104.01	A-401
		TOTAL (A)	612.95	
Building A-Total Shops:3Nos and Total 2BHK Flats:5Nos along with 5 car parking spaces with a total Built Up area of 612.95sqmtrs				

[Handwritten signatures: Hazel, Prabhat, Pavi, Sivani, Subhdeep]

SCHEDULE III
(DESCRIPTION OF VENDORS PREMISES)

BUILDING B - As per Technical Clearance Order No: TPP/641/TIVREM/52/1-A/2024/1845				
Unit No	Floor	Type	BuiltUp Area (M2)	Parking No
B-302	Third	Double Bedroom Flat	96.16	B-302
B-304	Third	Double Bedroom Flat	96.16	B-304
B-401	Fourth	Double Bedroom Flat	104.01	B-401
B-402	Fourth	Double Bedroom Flat	104.01	B-402
TOTAL (B)			400.34	
Building B Total 2BHK Flats:4Nos along with 4 car parking spaces with a total Built Up area of 400.34sqmtrs				

Total Built Up Area of Building A and Building B of VENDORS
PREMISES= 1013.29sqmtrs.

ANNEXURE I
Plan showing SAID PLOT and marked in red
colour boundary line



SCALE : 1:2000



[Signature]

Harsh

Colonel

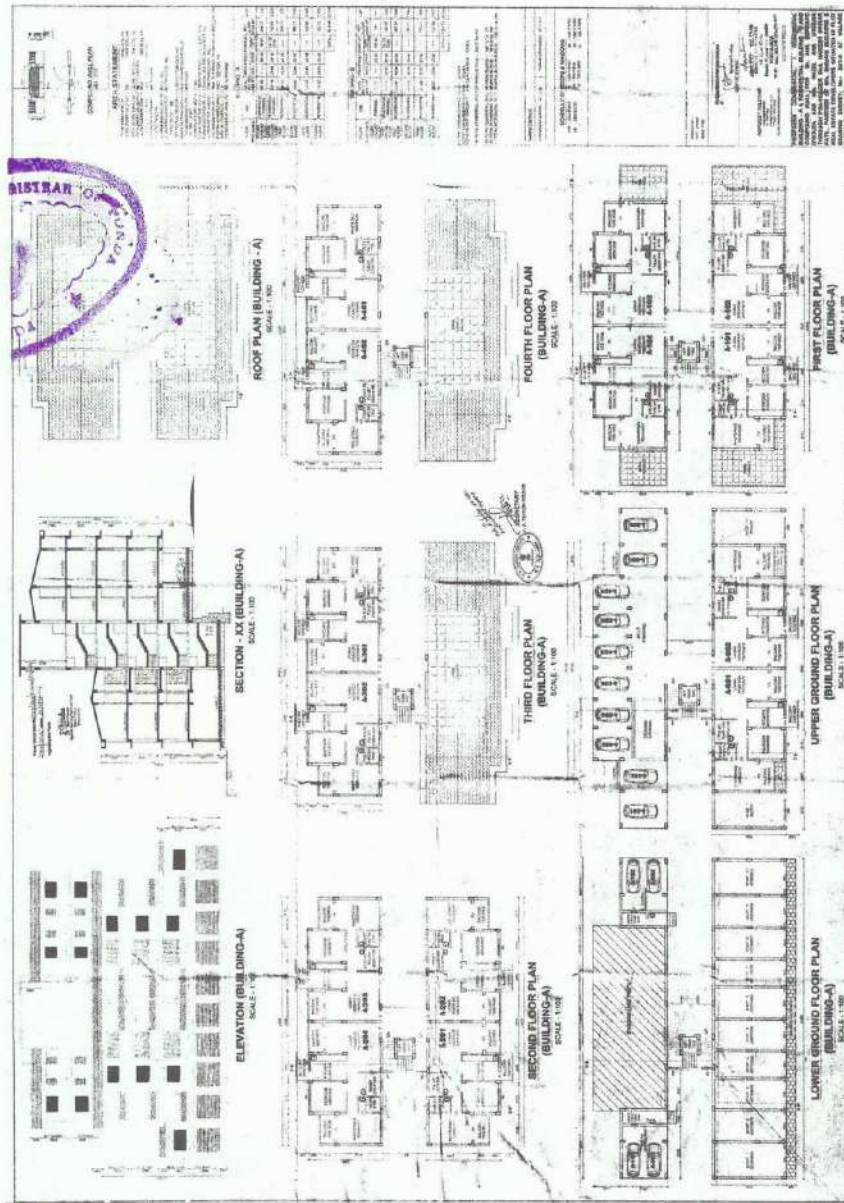
Pani

Shivari

Shivkumar

ANNEXURE-II

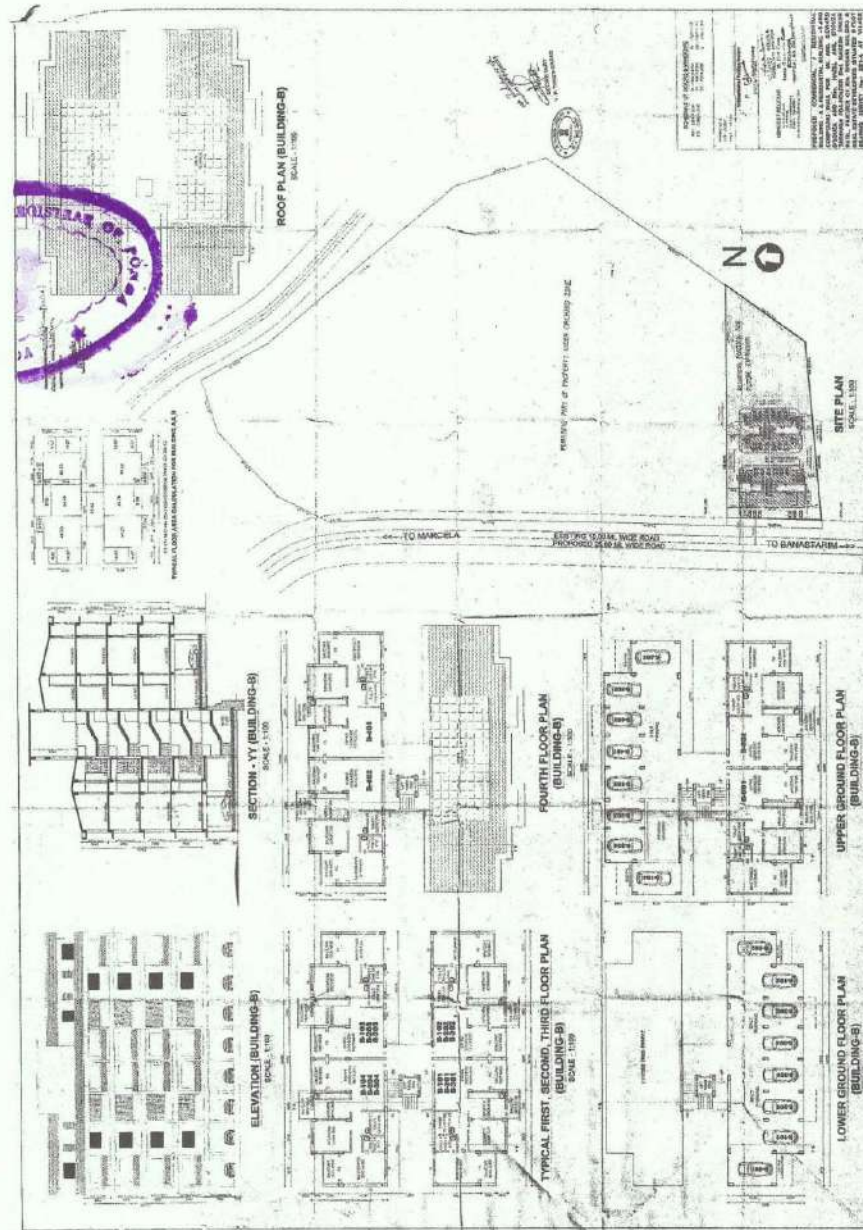
Approved plan of SAID BUILDINGS-PHASE I - BUILDING A



Handwritten signatures and names:
 [Signature] Hazel. [Signature] [Signature] [Signature] Shivan. [Signature] Sriniketan


ANNEXURE III

Approved plan of SAID BUILDINGS-PHASE I - BUILDING B



Handwritten signatures: *Harsh*, *Harsh*, *Chand*, *Pall*, *Shivani*, *Srinikethan*

ANNEXURE IV
SPECIFICATIONS OF THE SAID BUILDINGS-
PHASE I-BUILDINGS A AND B

- 
- **STRUCTURE**
 - R.C.C Framed Structure.
 - **MASONRY**
 - Laterite STONE for all External Wall Masonry.
 - 10cm Brick / Fly Ash / Concrete Block for all Internal wall Masonry.
 - **PLASTER And PAINTING**
 - Internal Plaster in one coat and External plaster 18mm thickness. Sand faced.
 - Smooth finished Internal Walls with two coat Putty and Emulsion Paint.
 - **FLOORING**
 - Vitrified tile flooring for the entire flat except toilet & utility.
 - Toilets Ceramic tiling will be done upto ceiling level from bottom.
 - Steps, Lobby, Common wall - shall be as per architect/ engineer to give maximum uplift to common area.

Handwritten signatures: Hazal, Alauddin, Parv, Shivan, Shikhar

- **SANITARY**

- Toilets : One tap, One Commode with Flush Tank.
- Bathroom : Hot and Cold wall mixer, one tap, one Shower, waste coupling etc., of Jaguar or equivalent.
- Floor mounted white/pastel colour EWC, White/pastel colour wash basin of Cera or equivalent.



- **KITCHEN PLATFORM**

- Kitchen Platform 60cm in width, with Stainless steel sink, tiles ht. upto 60 cm above platform and granite top.

- **ELECTRICALS**

- Wiring with Polycab/ Finolex / equivalent wires.
- Switches and Plug points of Legrand or equivalent,
- Living Room : Two Light point, One Fan Point, Two 5Amps point, One TV point, One AC Point
- Bedroom : Two Light point, One Fan Point, One 5Amps point, One AC point.
- Toilet/ Bath: One Light point, One Geyser Point, One 5Amps point
- Kitchen : One Light point, One Fan Point, Two 15Amps point. And two 5Amps Points

Handwritten signatures: Harsh, Harsh, Coland, Pari, Shivani, Shivani

• JOINERY

- Entrance door : Sal wood or equivalent Frame with Moulded Designer Flush/Eco board Door with accessories.
- Inside Door: Sal wood or equivalent Frame with Moulded Designer Flush/Eco board Doors with accessories. Doors will be enamel finish.
- Toilet Doors : Aluminium Door with frame powder coated or equivalent.
- Windows : Aluminium Sliding Windows powder coated.
- Lift : There shall be provided a Lift having a capacity to transport at least 6 persons .

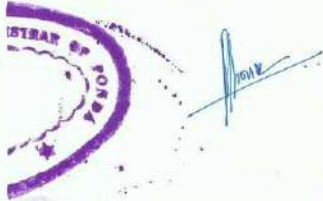


• EXTRA WORKS

- Any Extra works or item other than what is specified in the building specifications shall fall under the head of the Extra Work and will be executed by the Developer only after the amount corresponding to the cost of Extra item or work is agreed to by the respective owner and amount fully paid in advance . All extra work shall be done only on written request.

[Handwritten signatures: Anil, Haseeb, Gulam, Pasi, Shivani, Shriniketham]

IN WITNESS WHEREOF the parties hereto have
set their hands on the day, month and the year
hereinabove mentioned.




SIGNED AND DELIVERED by the)
OWNERS/VENDORS (1) MR. ANIL BERNARD)
D'SOUZA of the FIRST PART .)
L.H.F.P R.H.F.P

1)  _____

2)  _____

3)  _____

4)  _____

5)  _____

1)  _____

2)  _____

3)  _____

4)  _____

5)  _____

 Hazal.    Shivani. Sunterm

Hazel.



Hazel.

SIGNED AND DELIVERED by the)
OWNERS/VENDORS (2) MRS. HAZEL ANIL)
D'SOUZA of the FIRST PART .)



L.H.F.P

R.H.F.P

1) 

1) 

2) 

2) 

3) 

3) 

4) 

4) 

5) 

5) 

 Hazel.





Handwritten signature

Handwritten signature

SIGNED AND DELIVERED by the)
DEVELOPERS/PURCHASERS M/s SHIVANI)
BUILDERS AND REAL ESTATE)
DEVELOPERS, through their Partner)
(i) SHRI NAGESH DINKAR PATIL)
of the SECOND PART .)



1) _____

R.H.F.P

1) _____

2) _____

2) _____

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4) _____

4) _____

5) _____

5) _____

Handwritten signature Harek

Handwritten signature

Handwritten signature Shivani *Handwritten signature*



Pati

Pati

SIGNED AND DELIVERED by the)
DEVELOPERS/PURCHASERS M/s SHIVANI)
BUILDERS AND REAL ESTATE)
DEVELOPERS , through their Partner)
(ii) MS. POOJA DINKAR PATIL)
of the SECOND PART .)



1) _____

2) _____

3) _____

4) _____

5) _____

R.H.F.P

1) _____

2) _____

3) _____

4) _____

5) _____

Hasel.

Colman

Pati

Shivani Shrinleem



Shivani

Shivani

SIGNED AND DELIVERED by the)
DEVELOPERS/PURCHASERS M/s SHIVANI)
BUILDERS AND REAL ESTATE)
DEVELOPERS , through their Partner)
(iii) MISS SAGAR DINKAR PATIL)
of the SECOND PART .)

L.H.F.P

R.H.F.P



1)  _____

1)  _____

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5)  _____



Hazel

Patil

Patil

Shivani Sunkar

Shivani



SIGNED AND DELIVERED by the)
DEVELOPERS/PURCHASERS M/s SHIVANI)
BUILDERS AND REAL ESTATE)
DEVELOPERS ,through their Partner)
(iv) MRS. SHUBHA HANUMANT)
DESSAI of the SECOND PART .)

L.H.F.P

R.H.F.P



1) _____

1) _____

2) _____

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4) _____

5) _____

5) _____

Shivani *Hanumant*

Shivani

Shivani

Shivani

Shivani

IN THE PRESENCE OF :-

1. Name : Dhananjay Anand Naik

2. Father Name : Anand Dhaku Naik

Age : 33 years

Marital Status : Married

Profession/service : Business

Aadhaar Card No. :

Mobile No. :

Address : H. No. 274, Khajanwada, Veling, Mardol,
Ponda, Goa - 403 404

Signature : 

3. Name : Nilesh Uttamrao Kagane

Father Name : Uttamrao Kagane

Age : 36 years

Marital Status : Married

Profession/service: Service

Aadhaar Card No.:

Mobile No. :

Address : H. No. 489/4/1/BD/FF/F5, First Floor, SAI
Enclave, Orgao, Marcela, Ponda, Goa -
403107

Signature : 

 Hazal.  Anand  Pami  Sivan  Sumit



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 25-Oct-2024 12:11:45 pm

Document Serial Number :- 2024-PON-1735

Presented at 12:01:07 pm on 25-Oct-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Ponda along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	1185700
2	Registration Fee	1226530
3	Processing Fee	1720
Total		2413950

Stamp Duty Required :1185700/-

Stamp Duty Paid : 1185715/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	MR. NAGESH DINKAR PATIL PARTNER OF M/S SHIVANI BUILDERS AND REAL ESTATE DEVELOPERS ,Father Name:MR. DINKAR K. PATIL, Age: 31, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Ground Floor, Prayag Residency, Orgao Marcela Road, Marcela, Ponda, Goa, Address2 - PANAJI, PAN No.:			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ANIL BERNARD D'SOUZA , Father Name:Mr. Bernardo De Souza, Age: 48, Marital Status: Married ,Gender:Male,Occupation: Self Employed, House No. 620/C , La Citadel Colony , NIO , Dona Paula , Goa, PAN No.:			
2	HAZEL ANIL D'SOUZA , Father Name:Mr. Nevis Joseph DSouza, Age: 42, Marital Status: Married ,Gender:Female,Occupation: Business, House No. 620/C , La Citadel Colony , NIO , Dona Paula , Goa, PAN No.:			
3	MR. NAGESH DINKAR PATIL PARTNER OF M/S SHIVANI BUILDERS AND REAL ESTATE DEVELOPERS , Father Name:MR. DINKAR K. PATIL, Age: 31, Marital Status: Married ,Gender:Male,Occupation: Business, Ground Floor, Prayag Residency, Orgao Marcela Road, Marcela, Ponda, GoaPANAJI, PAN No.:			
4	MS. POOJA DINKAR PATIL PARTNER OF M/S SHIVANI BUILDERS AND REAL ESTATE DEVELOPERS , , Age: 33, Marital Status: Married ,Gender:Female,Occupation: Business, Ground Floor, Prayag Residency, Orgao Marcela Road, Marcela, Ponda, GoaPANAJI, PAN No.:			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
5	MISS. SAGAR DINKAR PATIL PARTNER OF M/S SHIVANI BUILDERS AND REAL ESTATE DEVELOPERS , , Age: 22, Marital Status: Spinster , Gender: Female, Occupation: Business, Ground Floor, Prayag Residency, Orgao Marcela Road, Marcela, Ponda, GoaPANAJI, PAN No.:			
6	MRS. SHUBHA HANUMANT DESSAI PARTNER OF M/S SHIVANI BUILDERS AND REAL ESTATE DEVELOPERS , Father Name: LATE U. V. S. KHANDEPARKAR , Age: 63, Marital Status: Married , Gender: Female, Occupation: Business, Ground Floor, Prayag Residency, Orgao Marcela Road, Marcela, Ponda, GoaPANAJI, PAN No.:			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: NILESH UTTAMRAO KAGANE ,Age: 36,DOB: , Mobile: , Email: , Occupation: Service , Marital status : Married , Address:403107, H. NO. 489/4/1/BD/FF/F5 FIRST FLOOR SAI ENCLAVE ORGAO MARCELA , H. NO. 489/4/1/BD/FF/F5 FIRST FLOOR SAI ENCLAVE ORGAO MARCELA , Orgao, Ponda, SouthGoa, Goa			
2	Name: DHANANJAY ANAND NAIK ,Age: 33,DOB: , Mobile: , Email: , Occupation: Business , Marital status : Married , Address:403404, H. NO. 274 KHAJANWADA VELING MARDOL PONDA, H. NO. 274 KHAJANWADA VELING MARDOL PONDA, Velinga, Ponda, SouthGoa, Goa			




Sub Registrar
SUB - REGISTRAR
PONDA

Document Serial Number :- 2024-PON-1735

Document Serial No:-2024-PON-1735

Book :- 1 Document
Registration Number :- **PON-1-1673-2024**
Date : 25-Oct-2024

Sub Registrar
25/10/2024
Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Ponda)

SUB-REGISTRAR
PONDA



certified to be true copy
of the original

CRSP Ponda.



TOWN AND COUNTRY PLANNING DEPARTMENT
PONDA TALUKA OFFICE

NO OBJECTION CERTIFICATE

REF: TPP/2207/496/Tivrem/2022/706

Date: 06/04/2022

Under Section 49 (6) of Goa, Daman and Diu, Town and Country Planning Act, 1974, Town and Country Planning Department has no objection for the registration of Deed of sale in respect of property bearing Survey No. 52/1-A (part) of Village Tivrem Taluka Ponda, as per the Plan hereby annexed. The plot falls within "orchard zone", as per Regional plan for Goa- 2021 admeasuring an area of 3988.00 Sq.m2 known as "Fondil Bag."

The property/plot falls within 500 mtrs from High Tide Line: No

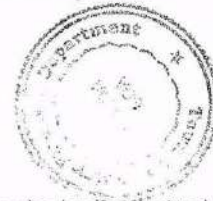
BOUNDARY DETAILS AS GIVEN BY THE APPLICANT ARE:

NORTH: By remaining part of property bearing sy.no. 52/1-A.

SOUTH: Bounded by sy. no 54

EAST: By sy. no. 53.

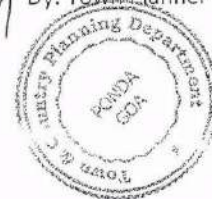
WEST: By Banastarim- Marcel road.



1. This N.O.C. is issued at the request of the applicant and as per the details submitted by the applicant and is subject to verification of ownership documents by the appropriate Authority.
2. It will not be binding on this Department to grant any Technical Clearance in the aforementioned property under Goa Land Development and Building Construction Regulation.
3. On issue of this N.O.C, any permission granted by the Department stands cancelled/withdrawn/invalid or any ongoing development will have to be stopped.
4. Traditional access and natural water drain if any passing through the property shall be maintained.
5. This N.O.C. is valid for the purpose of Reg. for period of 3 years.

(Manguirish N. Verenkar)

Dy. Town Planner



Encl: As above.

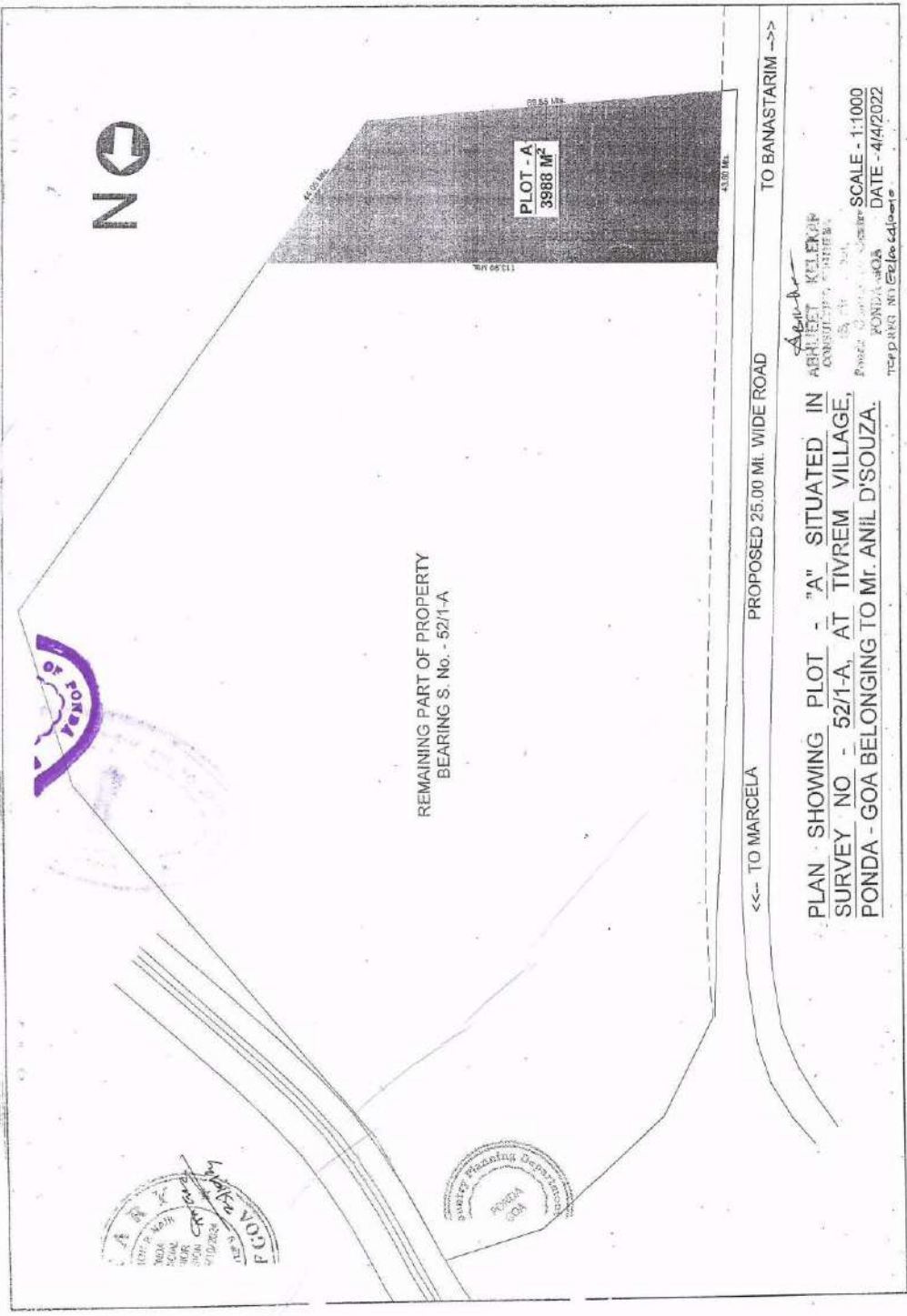
To,

Anil D'Souza,

Plot A-9, La Citadel Colony,

Dona-Poula Goa.

SN/- 06/04/2022.



<<-- TO MARCELA PROPOSED 25.00 MI. WIDE ROAD TO BANASTARIM -->

PLAN SHOWING PLOT - "A" SITUATED IN
SURVEY NO - 52/1-A, AT TIVREM VILLAGE,
PONDA - GOA BELONGING TO MR. ANIL D'SOUZA.

Signature
ABHIJIT KILKOP
CONSULTANT, PONDIA
Pondia, PONDIA, GOA
TELEPHONE: 91 94220 41010

SCALE - 1:1000
DATE - 4/4/2022

Certified To Be True Copy
Of The Original

(Signature)
(S.S. OK P. NAIK)

NOTARY
PONDIA
STATE OF GOA
- INDIA -

REF. NO. 823301201
28/10/2011





Certified to be true copy
of the original

OFFICE OF ADDITIONAL COLLECTOR III
PONDA - GOA

Second Floor, Government Complex Building, Ponda - Goa Phone Nos :- 0832-2311000
Fax Nos :- Email :- ac3-south.goa@gov.in

No.CAD3PON07-22-30/21

Dated:- 10-Jan-2024

Read:- 1) Application dated 06-Jul-2022 from Shri Anil D'souza, Plot no A-9, La Citadel Colony, Dona Paula, Panaji-Goa.
2) Circular issued by the Office of the Secretary (Revenue) vide No.34/Secy(Rev)/Conversion/2021 dated 08/03/2021, with regards to the Conversion application received u/s 32 of Land Revenue Code, 1968.

SANAD
SCHEDULE - II

(See Rule 7 of the Goa, Daman and Diu Land Revenue (Conversion of use of land and non-agricultural Assessment) Rules, 1969)

Whereas an application has been made to the ADDITIONAL COLLECTOR III, Ponda - Goa (hereinafter referred to as "the Collector" which expression shall include any officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under Section 32 of the Goa, Daman And Diu Land Revenue Code, 1968 (hereinafter referred to as 'the said Code' which expression shall, where the context so admits include the rules and orders thereunder), by Shri/Smt. Anil D'souza inhabitant of being the occupant/tenant of Survey No.52/1-A (Part) in the village of Tivrem, in the Ponda Taluka (hereinafter referred to as "the applicant", which expression shall, where the context so admits include his/her heirs, executors, administrators and assigns) for the permission to use for the plot of land (hereinafter referred to as the "said plot") described in the Appendix I hereto, and indicated by the letters on the site plan annexed hereto, forming a part of Survey No. 52/1-A (Part) and measuring 3.988 Square Metres be the same a little more or less for residential use only.

Now, this is to certify that the permission to use for the said plots for residential use is hereby granted, subject to the provisions of the said Code, and rules thereunder, and on the following conditions, namely:-

1. Levelling and clearing of the land - The applicant shall be bound to level and clear the land sufficiently to render suitable for the particular non - agriculture purpose for which the permission is granted and to prevent insanitary conditions.
2. Assessment - The Applicant shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules thereunder with effect from the date of this Sanad.
3. Use - The Applicant shall not use the said land and building erected or to be erected thereon for any purpose other than Residential without the previous sanction of the Collector.
4. Liability for rates - The applicant shall pay all taxes, rates and cesses leviable on the said land
5. Penalty clause - (a) If the applicant contravene any of the foregoing conditions the Collector may, without prejudice to any other penalty to which the applicant may be liable under the provisions of the said Code continue the said plot in the occupation of the applicant on payment of such fine, and assessment as he may direct.
(b) Notwithstanding anything contained in sub-clause (a) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within such time as is specified in that behalf by the Collector, and on such removal or alteration not being carried out within the specified time, he may cause the same to be carried out, and recover the cost of carrying out the same from the applicant as an arrears of land revenue.
6. a) If any information furnished by the applicant for obtaining the Sanad is found to be false at a later stage, the Sanad issued shall be liable to be withdrawn without prejudice to the legal action that may be taken against the application.
b) If any dispute arises with respect to the ownership of the land, the Sanad granted shall stand revoked and the construction / development carried out shall be at the cost and risk of the applicant.
c) The necessary road widening set-back is to be maintained before any development in the land.
d) Traditional access passing through the plot, if any, shall be maintained.
e) No tree shall be cut except with prior permission of the competent authority.
7. Code provisions applicable - Save as herein provided, the grant shall be subject to the provisions of the said Code and rules thereunder.

Appendix - I

Length and Breadth		Total superficial area	Forming (Part of) Survey No. / Hissa No	Boundaries				Remarks
North to south	East to west			North	South	East	West	
1	2	3	4	5				6
44.05 mts.	113.90 mts.	3988.00 sq.mts	Survey No. 52/1-A (PART)	sy. no. 52/1-A	sy. no. 54/1-D	sy. no. 53/1-O & 53/1-I, 53/1-K, 53/1	sy. no. 52/1-A	The land in question is Garden.

Village : Tivrem
Taluka : Ponda

Remarks :-

- The applicant has paid conversion fees of Rs.4,78,560/- (RUPEES FOUR LAKHS SEVENTY EIGHT THOUSAND FIVE HUNDRED SIXTY ONLY) vide challan No. Conv/53/2023-24 dated 04-Jan-2024.
- The zoning information submitted by the Dy. Town Planner, The Town & Country Planning Department, Ponda-Goa, vide his ref. No.TPP/3964/Zoning/Tivrem/52/1-A/23/24/07 dated 01-Jan-2024 informing that the property bearing Sy.No.52/1-A of village Tivrem admeasuring 38150Sq.mts is earmarked as "Orchard Zone". However part Orchard Zone admeasuring 3988m2 has been corrected to Settlement Zone having F.A.R 60 on R.P.G 2021.
- The Dy Conservator of Forest, Office of the Dy. Conservator of Forest-North Goa Division, Ponda-Goa has given NOC for conversion vide report No. No.5/CNV/PON-420/DCFN/TECH/22-23/497 dated 19-Aug-2022.
- The Mamlatdar, Office of Mamlatdar, Ponda, Ponda-Goa has submitted his report for conversion vide report No.MAM/PON/CONV/AK/22-30/2022 dated 25-Aug-2022.
- The Inspector of Survey and Land Records, Ponda-Goa has submitted his report for conversion vide report No. 2/SLR/PON/CONV/11/22/1383 dated 03/12/2022.
- The development / construction in the plot shall be governed as per laws / rules in force.

In witness whereof the ADDITIONAL COLLECTOR III OF Ponda-Goa, SOUTH GOA district, has hereunto set his/her hand and the seal of his/her office on behalf of the Governor of Goa, Daman and Diu; and Anil D'souza has also hereunto set his/her hand this day 8th of January, 2024.

(Anil D'souza)

APPLICANT

Signature and Designation of witnessess :

1. Nagesh Dinkar Patil

2. Dinkar Kashinethrao Patil

We declare that Anil D'souza who has signed this Sanad is, to our personal knowledge, the person he/she represents themselves to be, and that he/she has affixed his/her signature hereto in our presence.

1. Nagesh D Patil

2. Dinkar K Patil

To,

- The Dy Town Planner, The Town & Country Planning Department, Ponda-Goa.
- The Mamlatdar, Office of Mamlatdar Ponda, Ponda-Goa.
- The Sarpanch, Village Panchayat Tivrem, Ponda-Goa.
- The Talathi of Tivrem
- Shri Anil D'souza, Plot no A-9, La Citadel Colony, Dona Paula, Panaji-Goa.

(VISHAL C. KUNDAIKAR)
ADDITIONAL COLLECTOR III
Ponda - Goa

Complete address of Witness

1. 322/3, Ganpatiwade, Khundole, Manela

2. 322/3, Ganpatiwade, Khundole, Manela

124/L

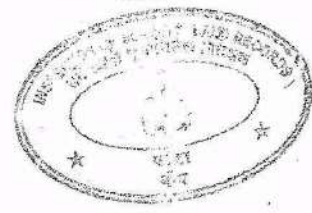
GOVERNMENT OF GOA
INSPECTOR OF SURVEY & LAND RECORDS
PONDA - GOA

PLAN
OF THE PROPERTY BEARING SURVEY No. 521-A (PART) SITUATED AT TIVREM
VILLAGE OF PONDA TALUKA APPLIED FOR CONVERSION OF USE OF LAND FROM
AGRICULTURAL INTO NON AGRICULTURE PURPOSE BY ANIL D'SOUZA VIDE
ORDER NO. CAD3FON07.22-30 DATED 21-07-2022 ISSUED BY THE ADDITIONAL
COLLECTOR III, PONDA, PONDA- GOA.



AREA TO BE CONVERTED 3988.00 SQ. MTS.


(ANAND V. VAINGANKAR)
Inspector of Survey & Land Records
Ponda Goa




TAR
ASHOK P. NAH
PONDA
JUDICIAL
SENIOR
DIVISION
25/10/2024
No. 112



AREA ASKED FOR CONVERSION

Conversion Sanad is issued vide
Nos CAD3FON07-22-30/21
Dated : 10/10/2024

GAURESH GAUDE (F.S.)
PREPARED BY

Additional Collector III
Ponda - Goa

Said

Certified To Be True Copy
Of The Original

Naik
(ASHOK F. NAIK)
NOTARY
PONDA
STATE OF GOA
- INDIA -

REG. NO. *02329/2014*
25X-2014





Certified to be true and
correct copy of the original

OFFICE OF THE DY TOWN PLANNER
TOWN & COUNTRY PLANNING DEPARTMENT
GOVERNMENT OF GOA
PONDA -GOA

Ref No: TPP/3964/2023/Tivrem/52/1/A/TCP/2023/495 Dated: - 01/01/2024

LAND USE/ZONING INFORMATION

The Zoning of the properties bearing Survey No. **52/1-A (Part)**, Plot no. Nil village **Tivrem** in Ponda Taluka admeasuring **38150.00 m2** is as follows:-

- As per Regional Plan for Goa 2021, the plot under reference is earmarked as "Orchard Zone" However **part Orchard Zone** admeasuring **3988.00 m²** has been corrected to **Settlement Zone** on Regional Plan Goa 2021 under sub-section 2 section 17 of Goa Town and Country Planning Act as conveyed by Chief Town Planner vide letter No.36/18/145/17(2)Tivrem/52/1-A/TCP/2023/495 dated 07/12/2023 having permissible FAR of 80.
- This information is issued based on the application received from Shri Anil D'Souza dated 28/12/2023 to be read with note given below.



This information is valid only for **Three years** from the date of issue of this letter or revision of the respective plan, whichever is earlier.

Processing fees Rs.1000/- paid vide Challan No.673/2023 dated 28/12/2023

As per letter bearing no. 29/8/TCP/pt,file/ 2020/239 dtd. 31/07/2020 issued by Chief Town Planner (Administration) additional information shall be noted for evaluation of the value of the properties if the plot/plots fall in other zones except settlement zone. For Determination of value under settlement Zone, the same shall be as per prevailing rates in the concerned areas.

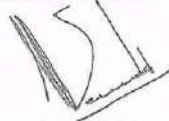
Broad Land use classification and sub-classification of Zone as per Regional Plan for Goa 2021.

Sr. No.	Eco- sensitive Zone I		Eco- sensitive Zone II
1.	Protected/ Reserved Forest	1	Orchard
2.	Mangrove Forest	2	Natural Cover
3.	No Development Slopes	3	Fish farm
4.	Paddy Field/ Khazan	4	Cultivate lands
5.	River & Nallah/ Ponds	5	Irrigation Command area
6.	Mud flats	6	Salt Pans
7.	Sand Dunes / sandy Area		

..2..

All the aforesaid Zones in Eco- sensitive zone-I Category shall be taken as A-
Zone (Agriculture).

All the aforesaid Zones in Eco- sensitive zone-II Category shall be taken under
Orchard/ Forest Zone.



(Mangurish N. Verenkar)
Dy. Town Planner

Check/Verified by.....

(Premanand N Akarkar)
Pl. D'Man Gr.II

To,
Shri Anil D'Souza
Plot No.A9, La Citadel Colony,
Dona -Paula, Goa.

Note:- The zoning information provided is as per Regional Plan for Goa-2021
provisions in force as on date of issue of the above information and shall not be
constructed as NOC in any form for undertaking any development including
construction, sub-division etc.

Further any development shall be subject to provisions of Tenancy Act, Land use
Regulation Act, Forest Conservation Act, Highways Act, Ancient Monuments and
Archeological Sites and Remains Act, (State and Central) EIA notification issued by
MOUF, Coastal Regulation Zone including section 17A of the TCP

Sr. 29/12/2023

Certified To Be True Copy
Of The Original

(ASHOK P. NAIK)
NOTARY
PONDA
STATE OF GOA
- INDIA -

DEPT. NO. 02327/2024
25/10/2024

