

ITR TECHNOLOGY SERVICES LIMITED  
EXEC HOUSE, WING 'C' SHOP NO. 30  
GROUND FLOOR, DADA VADYAPUR ROAD  
PANAJI, GOA-403001

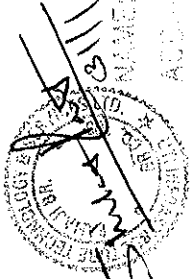
D-5/STPV/C.R./25/18/2618-RD(1466903)

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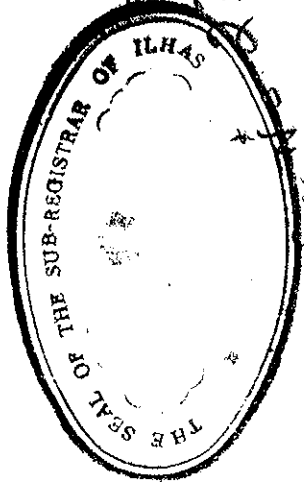
NAME: Rajesh U S Tankar

ADDRESS: Rajesh

TOWN: Panaji

SIGNATURE: [Signature]

RECEIPT NO: 12773



12/03/2017  
01/02/2017

### DEVELOPMENT AGREEMENT

ITR  
Rajdeep  
Builders  
[Signature]  
Proprietor

[Signature]

This Development Agreement is made and executed at Panaji, Goa on this 1<sup>st</sup> of the month of February of the Christian year Two Thousand and Sixteen i.e. (01/02/2017).

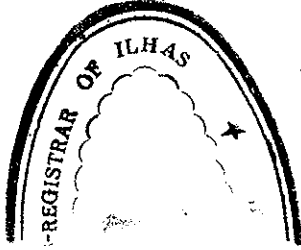
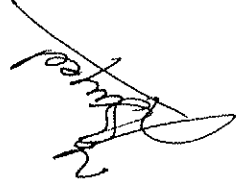
**BETWEEN**

- 1). **Mr. ZAMIR SAYED**, son of B. H. Sayed, 42 years of age, married, businessman, Indian National, holder of PAN card bearing no. AKWPS1741E, and his wife; 2). **Mrs. WAZIDA SAYED**, wife of Mr. Zamir Sayad, 36 years of age, married, housewife, holder of PAN card bearing no. AYAPS7167G, both Indian Nationals and permanent residents of resident of B-1/T3, Dukle Residency, Tambdi Mati, St. Inez, Panaji – Goa 403 002., represented through her duly constituted attorney, her husband **MR. ZAMIR SAYED.**, by vide power of attorney dated 21/04/2014, executed before the Notary Public Mr. Wilfred Boadita, registered under registration no. 5774/2014, dated 26/04/2014.

Hereinafter referred to as the “**OWNERS/VENDORS**” (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**.

**AND**

**Rajdeep**  
Solicitors  
Proprietors



**M/S. RAJDEEP BUILDERS**, registered Proprietorship Firm of **MR. RAJESH TARKAR**, age 42 years, son of Shri. Ulo Tarkar, Builder cum Developer, married, Indian National, holder of Pan Card bearing no. AFOPT9698A, having registered office at Office no. 202, 2<sup>nd</sup> Floor, Mathias Plaza, Above Canara Bank, 18<sup>th</sup> June Road, Panaji – Goa., and resident of Duplex D2, Sidhi Vinayak Co-operative Society, Vodlem Bhat, Taleigao, Tiswadi –Goa;



Hereinafter referred to as the **"BUILDERS/DEVELOPERS"** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its heirs, successors, legal representatives and assigns) of the **SECOND PART**.

**WHEREAS:-**

1. The **OWNERS/VENDORS** have represented and covenanted unto the **BUILDERS/DEVELOPERS** as follows, viz.
  - a) That there exists a landed property known as "MOLLOI", bearing survey no. 5/4 of Village Morombi-O-Pequeno, situated at Merces, Tiswadi Taluka, District of North Goa, in the State of Goa., within the limits of Village Panchayat of Merces, totally admeasuring 2582 sq.mtrs., (out of which an area of 536 sq.mtrs. stands acquired by Government of Goa for public purpose), described in Land Registration Office of Ilhas under No. 16065 of Book B-42(New) and enrolled in the Taluka Revenue Office under no. 537., hereinafter be referred

**Rajdeep**  
BUILDERS  
PROPERTY

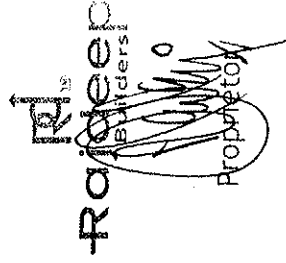
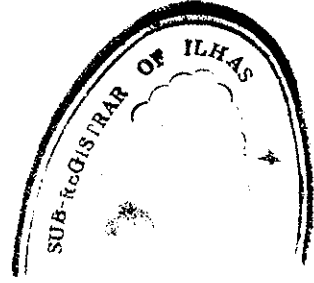
to as the "SAID LARGER PROPERTY", more particularly described in Schedule – I.

b) That the SAID LARGER PROPERTY originally belonged to Late Bachondra Xete Rivonkar and his wife, Late Premavatibai Rivonkar, who sold the same to Ramchandra Boto Rivonkar, by vide Deed of Sale with Discharge executed on 7<sup>th</sup> September, 1955, registered under Book no. 483, at folio 82 upto folio 85, before the Notary office of the Judicial Division, in charge of the Assistant of the Notary office Xaba Datarama Sinai Capdi.

c) That the said Mr. Ramchandra Boto Rivonkar expired on 16<sup>th</sup> March, 1993 leaving behind his moiety-holder, his widow Smt. Vimlabai Ramchandra Rivonkar and his son Mr. Rauji Ramchandra Bota Rivonkar alias Rauji Ramchandra Rivonkar married to Mrs. Taramatibai Rauji Rivonkar as his heirs and successors, which was confirmed by Deed of Succession executed on 13<sup>th</sup> June, 2005 in the office of Notary ex-Officio and Civil-cum-Sub-Registrar of Ilhas, Panaji.

d) That the said Smt. Vimlabai Ramchandra Rivonkar, expired on 14<sup>th</sup> January, 2011, leaving behind the only legal heirs namely her son Mr. Rauji Ramchandra Bota Rivonkar alias Rauji Ramchandra Rivonkar married to Mrs. Taramatibai Rauji Rivonkar and consequently the above said legal heirs became the exclusive and lawful owners of the SAID LARGER PROPERTY.

e) That the present OWNER/VENDOR NO. 1, approached the above said legal heirs namely Mr. Rauji Ramchandra Bota

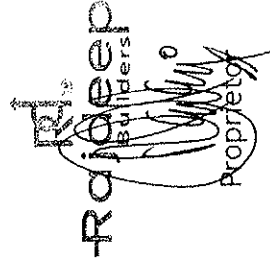


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Rivonkar alias Rauji Ramchandra Rivonkar and his wife Mrs. Taramatibai Rauji Rivonkar with the proposal and purchased the part portion of the SAID LARGER PROPERTY, admeasuring 750 sq.mtrs., by virtue of Sale Deed dated 30/09/2014, registered before the Office of the Sub-Registrar of Ilhas/Tiswadi, under the Registration Number PNJ-BK1-02255-2014, CD Number PNJD33, dated 14/10/2014., wherein upon execution of the said Sale Deed dated 30/09/2014, the present OWNER/VENDOR NO.1 got his name mutated in the Occupants column of Form I & XIV of survey no. 5/4 of Village Morambi-O-Pequeno of Tiswadi taluka, under mutation no. 28953 and then also got the said part portion of the SAID LARGER PROPERTY partitioned by virtue of order dated 25/08/2015, passed by the Deputy Collector and Sub Divisional Office, Tiswadi, Panaji – Goa, and the said part portion of the SAID LARGER PROPERTY was allotted a new sub division no. 4-A of survey no. 5 of Mercedes/Morombi-O-Pequeno Village., admeasuring area 750 Sq mtrs hereinafter be referred to as the “SAID PROPERTY”, more particularly described in Schedule

- II.

f) AND WHEREAS, the OWNER/VENDOR NO. 2 is legally wedded wife of OWNER/VENDOR NO. 1 as such she is half sharer and moiety holder under communion of assets as per family law existing in State of Goa. Thus, the present OWNERS/VENDORS are the exclusive and absolute lawful owners in peaceful

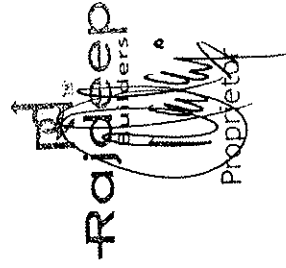
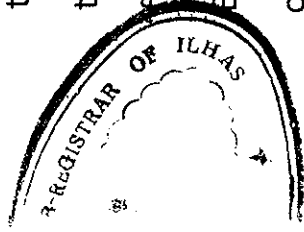


possession and enjoyment of the SAID PROPERTY more particularly described in Schedule – II.

**AND WHEREAS**, the BUILDERS/DEVELOPERS have approached the OWNERS/VENDORS, with a proposed scheme of development and construction of the proposed residential flats/building in the SAID PROPERTY.

**AND WHEREAS**, the BUILDERS/DEVELOPERS has agreed to obtain all the necessary approvals, construction licence or permissions from the Village Panchayat of Merces, Approval of plans and permissions from Town and Country Planning, and also all the NOC's from PWD, Electricity & Health Department etc., on his own name or on behalf of his Proprietorship Firm's name i.e. RAJDEEP BUILDERS, for the purpose of construction of the residential proposed Flats/building in the SAID PROPERTY, from the concerned Authority at his own cost and expenses.

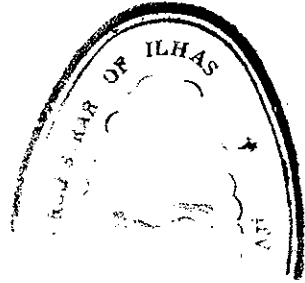
**AND WHEREAS**, the OWNERS/VENDORS have agreed and assured to the BUILDERS/DEVELOPERS to execute the Power of Attorney in favour of the BUILDERS/DEVELOPERS on the same day, at the time of the execution of the present Development Agreement in respect of the flats allotted & assigned to the BUILDERS/DEVELOPERS under this present Development Agreement, for the legal purpose as required for the purpose to convey the clear and good ownership



title to his respective prospective PURCHASER/S for their respective flats.

**AND WHEREAS**, the OWNERS/VENDORS have further represented and covenanted unto the BUILDERS/DEVELOPERS as follows, viz.

- a) That they are in exclusive and peaceful possession of the SAID PROPERTY.
- b) That no person(s) other than themselves have any right, title and/or interest in the SAID PROPERTY.
- c) That the OWNERS/VENDORS have an absolute right to dispose and/or sell or enter into Development Agreement in respect of the SAID PROPERTY, and/or deal with it in any manner whatsoever.
- d) That the OWNERS/VENDORS have a clear and marketable title to the SAID PROPERTY.
- e) That there are no Mundcars and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy and/or any tenant or any other right whatsoever in, to and/or over the SAID PROPERTY, and/or any part thereof.
- f) That there is no legal bar or impediment to enter into this Agreement in respect of the SAID PROPERTY and that the SAID PROPERTY 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 Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/have been



**Rajdeep**  
BUILDERS  
Proprietor

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received by and/or served in respect of the SAID PROPERTY, nor any part thereof.

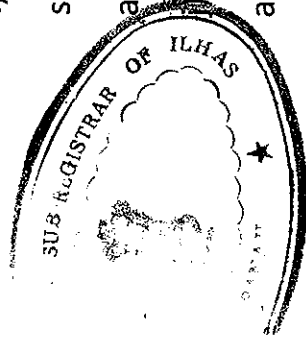
h) That neither the SAID PROPERTY, or nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court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

i) That neither the SAID PROPERTY, or 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.

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 PROPERTY, or any part thereof.

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

**AND WHEREAS,** the BUILDERS/DEVELOPERS relied 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 OWNERS/VENDORS shall grant in favour of the BUILDERS/DEVELOPERS and the BUILDERS/DEVELOPERS shall acquire from the OWNERS/VENDORS the rights of development on



**Raizeep**  
BUILDERS  
Proprietor





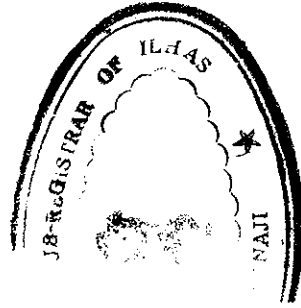
the SAID PROPERTY, by constructing residential flats/building, consisting of all together Eight (8) Flats alongwith stilt parking's, out of which the four proposed Flats along with 4 (four) stilt parking i.e. Flat no.UG-1, located on the Upper Ground Floor, Flat no.102, located on the First Floor, Flat no.201, located on the Second Floor, and Flat no. 302, located on the Third Floor of the proposed building, proposed to be constructed in the SAID PROPERTY as per approved plan by the Town and Country Planning and as per construction licence issued by the Village Panchayat of Merces, alongwith the undivided proportionate rights and shares in the SAID PROPERTY, shall be handed over to the OWNERS/VENDORS and the balance remaining construction of four proposed Flats i.e. Flat no.UG-2, located on the Upper Ground Floor, Flat no.101, located on the First Floor, Flat no.202, located on the Second Floor, and Flat no.301, located on the Third Floor of the proposed building, alongwith stilt parking of the proposed building to be constructed in the SAID PROPERTY as per approved plan by the Town and Country Planning and as per construction licence issued by the Village Panchayat of Merces, alongwith the undivided proportionate rights and shares in the SAID PROPERTY, shall be retained by the BUILDERS/DEVELOPERS for free sale.

**AND WHEREAS,** as per approved plan by the Town and Country Planning and the Village Panchayat of Merces the OWNERS/VENDORS and the BUILDERS/DEVELOPERS shall share the flats in the following manner towards their share:-

**Rajdeep**  
BUILDERS  
Proprietor

SHARING OF FLATS BETWEEN LANDLORD/VENDORS/OWNERS &  
BUILDER/DEVELOPER:

PLOT NUMBER	BUILDING NAME	OWNERS/VENDORS/SHARE.	BUILDERS/DEVELOPERS SHARE.
SAID PROPERTY bearing survey no. 5/4-A of Morambi-O-Pequeno Village.	Rajdeep Residency	Flat nos. UG-1, 102, 201 & 302 super build-up area 120 sq.mtrs., each)	Flat nos. UG-2, 101,202 & 301 super build-up area 120 sq.mtrs., each)
TOTAL		4 FLATS	4 FLATS
TOTAL AREA		480 SQ.MTS.	4800 SQ.MTS.

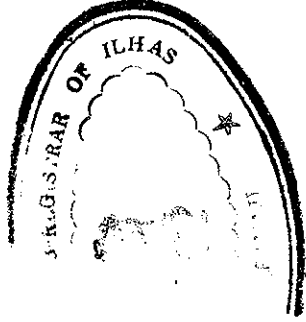


AND WHEREAS, the said Flat nos. UG-1, 102, 201 & 302 of the Owners proposed to be constructed within the SAID PROPERTY shall be constructed as per the Approved plan by the Town and Country Planning Department/North Goa and as per the Construction Licence issued by the Village Panchayat of Mercês., and which shall be completed in all respect as per the specifications mentioned in the Schedule -III, as mentioned above, hereinafter referred to as the

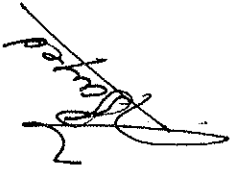
**Rajdeep Builders**

*[Handwritten Signature]*

SAID FLATS OF THE OWNERS/VENDORS, written hereunder, for the consideration in kind as towards the full and final settlement of the price of the SAID PROPERTY & the balance remaining construction of the Flat nos. UG-2, 101, 202 & 301 of the proposed building/project, proposed to be constructed within the SAID PROPERTY (hereinafter referred to as the SAID FLATS OF THE BUILDERS/DEVELOPERS), as per approved plan by the Town and Country Planning Department/North Goa., and as per Construction Licence issued by the Village Panchayat of Mercas, along with the undivided proportionate rights and shares in the SAID PROPERTIES, shall be retained by the BUILDERS/DEVELOPERS for free sale.

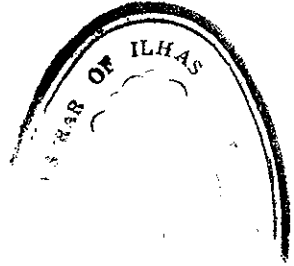


AND WHEREAS, the BUILDERS/DEVELOPERS shall be entitled to sell/transfer said Flats bearing Nos.UG-2, 101,202 & 301 of the Builders, alongwith the undivided proportionate rights and shares in the SAID PROPERTY, to any third party or to any prospective purchaser/s, without intervention of the OWNERS/VENDORS, in his own name or on behalf of the said firm as owner at such price as the BUILDERS/DEVELOPERS may think fit and proper for such consideration, except the said Flats of the Owners (which are to be allotted to the OWNERS/VENDORS) and for which the OWNERS/VENDORS hereby expressly give their no objection to the BUILDERS/DEVELOPERS 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 sell of the said Flats of the Builders, alongwith the undivided proportionate rights and shares in

  
**Rajdeep**  
BUILDERS  
Property

the SAID PROPERTY and may raise loans from any Bank or any institution or mortgage only restricted to the said Flats of the Builders and to accept and retain monies for themselves towards the sale therein without any interference by the OWNERS/VENDORS.

**AND WHEREAS**, the OWNERS/VENDORS have agreed for the same and the BUILDERS/DEVELOPERS has agreed to develop and construct in the SAID PROPERTY, the residential proposed building consisting of Flats, along with the OWNERS/VENDORS, under a Development Scheme on the terms and conditions stipulated herein.



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

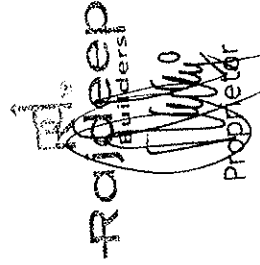
1. By this agreement the OWNERS/VENDORS, who are the absolute owners of the SAID PROPERTY have agreed to hand over the possession of the SAID PROPERTY to the BUILDERS/DEVELOPERS, wherein the BUILDERS/DEVELOPERS agree to develop the SAID PROPERTY more particularly described in the Schedule – II, by constructing the residential proposed flats, along with the undivided proportionate rights and shares in the SAID PROPERTY, and for this purpose the OWNERS/VENDORS have demanded from the BUILDERS/DEVELOPERS, the four Flats alongwith 4 (four) stilt parking of the said proposed project, alongwith the undivided proportionate rights and shares in the SAID PROPERTY, proposed to be constructed in the SAID PROPERTY (i.e. said Flats of the Owners), which shall be

**Rajdeep**  
BUILDERS  
Private Ltd

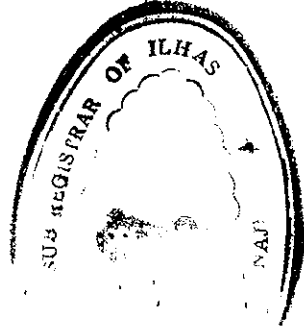
completed in all respect as per the specifications hereto annexed in Schedule - III, and as per Approved plan by the Town and Country Planning Department/North Goa and as per Construction Licence issued by the Village Panchayat of Merces, for the consideration in kind to the OWNERS/VENDORS, as towards the full and final settlement of the price of the SAID PROPERTY.

2. The OWNERS/VENDORS shall permit the BUILDERS/DEVELOPERS and the BUILDERS/DEVELOPERS shall develop and construct the proposed residential flats/building as per approved plan by the Town and Country Planning Department/North Goa and also as per Construction Licence issued by the Village Panchayat of Merces, at his own risk, cost and responsibility on principle to principle basis and not as agent of the OWNERS/VENDORS, by putting up residential proposed flats in or upon the SAID PROPERTY., as per the Approved plans by the concerned authorities and as per the terms and conditions imposed by the Town & Country Planning Department/North Goa & Development Authority while approving the residential proposed building plans and also as per the conditions imposed in the construction license issued by the office of the Village Panchayat of Merces.

3. The said four Flats alongwith stilt parking in the proposed project for the OWNERS/VENDORS (i.e. said Flats of the Owners), proposed to be constructed by the BUILDERS/DEVELOPERS shall be



constructed strictly in accordance with the approved plans and specifications sanctioned by the Town Planner Town and Country Planning Department/North Goa Planning & Development Authority and the Village Panchayat of Merces and the same shall be provided with amenities as provided by the BUILDERS/DEVELOPERS in the Proposed building/Project to be implemented by the BUILDERS/DEVELOPERS in the SAID PROPERTY and which are set out in the Schedule - III, hereto. The BUILDERS/DEVELOPERS shall complete construction of the said Flats of the Owners and hand over vacant and peaceful possession thereof to the OWNERS/VENDORS herein within a period of 24 months from the date of execution of present Development Agreement with further extension of additional period of six (6) months. Without Prejudice to what has been stated above. If the BUILDERS/DEVELOPERS fails and/or neglects to complete construction of the said flats of the Owners for the OWNERS/VENDORS under the terms and conditions mentioned herein and hand over possession thereof to the OWNERS/VENDORS within a period of said 24 months with further extension of additional period of six (6) months, from the date of execution of present Development Agreement or from the date of laying down of the foundation stone, then in that event, the BUILDERS/DEVELOPERS shall be liable to make payment of penalty of Rs.10,000/- (Rupees Ten Thousand Only) per month per Flat, for the delay in so completing the same, as mentioned hereinabove till handing over possession to the OWNERS/VENDORS without prejudiced to rights of the OWNERS/VENDORS. However, the said penalty shall not become

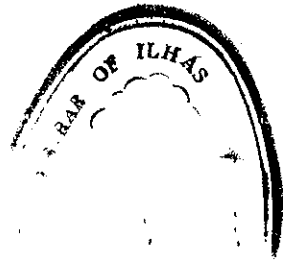


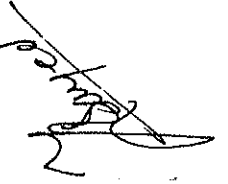
**Rajdeep**  
BUILDERS  
PROPERTY

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 or defect in title documents.

4. The OWNERS/VENDORS herein shall have an absolute right to sell, transfer or assign the said Flats of the Owners or any one of them, even before the work of construction of the same. The BUILDERS/DEVELOPERS herein shall also have an absolute right to enter into an agreement in respect of sale of the said Flats of the Builders in the proposed building to be constructed by the BUILDERS/DEVELOPERS for itself even before the work of construction thereof is completed and receives the price or consideration and all the other charges, with respect to the same from such prospective purchaser/s, thereof, issue receipts thereof and appropriate the same as the BUILDERS/DEVELOPERS shall deem fit and proper. However, the Builders shall not be entitled to hand over possession of the said Flats of the Builders unless and until the possession of the said Flats of the Owners are handed over to the Owners or their assignees/nominees, as the case may be.

5. The OWNERS/VENDORS hereby permits the BUILDERS/DEVELOPERS to consume the F.A.R hereby allotted to the OWNERS/VENDORS by the local authority in favour of the BUILDERS/DEVELOPERS for the construction of the proposed residential flats thereon as per the sanctioned plans and

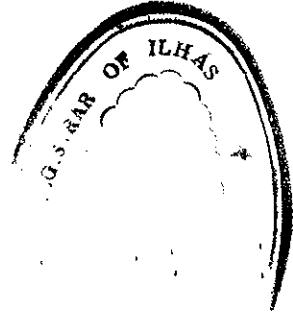


  
-Rajeev  
BUILDERS  
Representative

specifications and the Builders shall be entitled to enter into agreements in respect of sell of the said Flats of the Builders (Except the said Flats of the Owners) to prospective purchaser/s thereof on "ownership" basis at its own discretion and the proceeds thereof shall be utilized by the BUILDERS/DEVELOPERS exclusively without any reference to the OWNERS/VENDORS.

6. It is agreed between the parties hereto that if as a result of any change in proposed building rules and regulations applicable to the area in which the SAID PROPERTY are situate or any change in any law or enactment or for any reason whatsoever, additional F.A.R. becomes available in respect of the SAID PROPERTY, or if the zone is increased then the OWNERS/VENDORS shall be liable for 40% benefits and the balance 60% benefits will be enjoyed and possess by the BUILDERS/DEVELOPERS.

7. All agreements made by the BUILDERS/DEVELOPERS concerning its share i.e. the said Flats of the Builders, with the prospective purchaser/s thereof shall be made by the BUILDERS/DEVELOPERS at its own cost, on its own account and at its own risk, the intention being that the BUILDERS/DEVELOPERS alone shall be liable to and responsible as the Promoter for all purchaser/s or parties as stated hereinabove. The OWNERS/VENDORS shall not be held responsible in any way for any civil or criminal liability which may arise on that account.



**Rajdeep Builders**  
Proprietor

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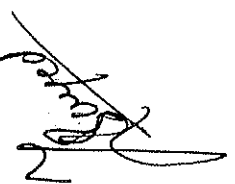
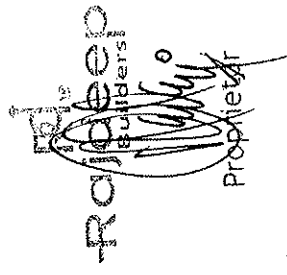


8. The BUILDERS/DEVELOPERS shall carry out construction on the SAID PROPERTY strictly in accordance with the approved plans and specifications sanctioned in respect thereof. The BUILDERS/DEVELOPERS shall indemnify and keep indemnified, saved, defended and harmless the OWNERS/VENDORS from and against any loss or damage suffered or incurred by the OWNERS/VENDORS due to any liability attaching on to the OWNERS/VENDORS as a result of the BUILDERS/DEVELOPERS committing any breach of the Development Control Regulations in force in Goa in the course of development of the SAID PROPERTY or as a result of any such construction carried out by the BUILDERS/DEVELOPERS on the SAID PROPERTY not conforming to the sanctioned plans and specifications or any claim that may be raised by any prospective purchaser/s or allottees of the flats in the SAID PROPERTY including any suit filed by such purchaser/s. Further, during the completion of the development work upon the SAID PROPERTY, if any accident/mishap occurs the BUILDERS/DEVELOPERS shall entirely be responsible and liable for the same.



9. The OWNERS/VENDORS on execution hereof, have agreed to confirm the possession of the SAID PROPERTY to the BUILDERS/DEVELOPERS at the time of final conveyance thereof.

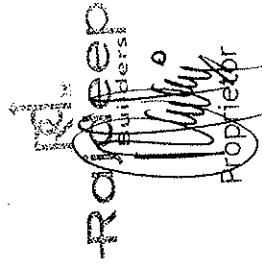
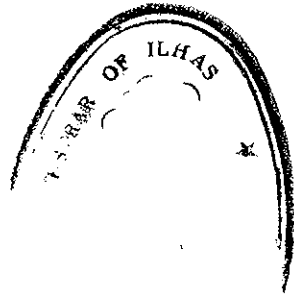
10. On execution hereof, the BUILDERS/DEVELOPERS shall, at its costs, risks and responsibility, be entitled to put up a board/hoarding on the SAID PROPERTY announcing/advertising the proposed housing scheme. The BUILDERS/DEVELOPERS shall, at its costs, risks

and responsibility, be entitled to advertise the said scheme in newspapers or through any other media, including the right and authority to advertise and market specifically its share i.e. said Flats of the Builders.

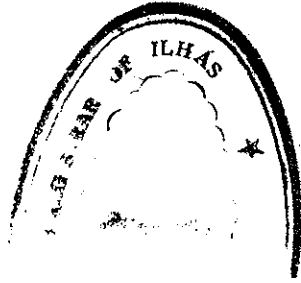
11. The BUILDERS/DEVELOPERS shall invest all money and other resources required for construction of the said proposed residential flats/building. All responsibility, costs, expenses, risk and liability for construction of the said residential flats of proposed building to be constructed upon the SAID PROPERTY shall be solely of the BUILDERS/DEVELOPERS, including the following:-

- a. Ensuring that every part of the Project is legal and for this purpose the BUILDERS/DEVELOPERS shall obtain all the permissions, licences, 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 proposed 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 proposed buildings;
- c. Engaging services of Architects, Engineers, Contractors, Labourers, Workers and other personnel as may be required for the purposes of construction of the residential proposed buildings and either through them or itself supervise the construction;



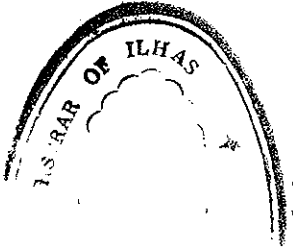
- d. Ensuring that the construction of the residential proposed building is being carried out as per the approved plans and designs with good quality materials and particularly as per the specifications mentioned in Schedule – III of this Agreement;
- e. Obtaining Completion/Occupancy Certificate for the residential proposed building;
- f. Putting up a board or hoarding at the SAID PROPERTY displaying the details about the construction being undertaken and displaying the Permissions as required by law;
- g. the BUILDERS/DEVELOPERS shall obtain electricity connections with meters and water connection to each of the flats of the said project;
- h. All and every other thing necessary for construction of the residential proposed building which is not expressly forbidden by or under this Agreement;

12. The OWNERS/VENDORS do hereby assure the BUILDERS/DEVELOPERS that they have not created any THIRD PARTY claims in the SAID PROPERTY and do hereby indemnify the BUILDERS/DEVELOPERS against any defect in title or any third party claims that may arise and which shall be settled by the OWNERS/VENDORS at their own cost. If any litigation takes place due to any defect in the title of the OWNERS/VENDORS 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.



RAJESH BUILDERS  
Proprietor

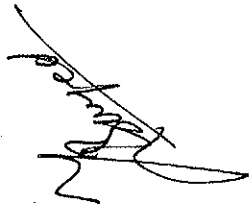
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13. The OWNERS/VENDORS hereby shall indemnify and keep indemnified the BUILDERS/DEVELOPERS against any loss or damages that shall arise from any claims, litigations or proceedings filed or to be filed against the OWNERS/VENDORS by any person or person with respect to the marketable title of the SAID PROPERTY as of date and in case of such happening, if the work of construction is delayed than the period of completion of construction shall automatically stand extended for such period of delay.

The BUILDERS/DEVELOPERS hereby shall indemnify and keep indemnified the OWNERS/VENDORS against any loss or damages that shall arise from any claims, litigations or proceedings filed or to be filed against the BUILDERS/DEVELOPERS by any person or persons on account of the BUILDERS/DEVELOPERS committing any breach of this Agreement or of the conditions imposed by the local or statutory authority.

14. a). If in any case the OWNERS/VENDORS decide or intent to change the BUILDERS/DEVELOPERS then in such case the OWNERS/VENDORS shall refund the cost incurred by the BUILDERS/DEVELOPERS with interest of 15 % p.a., within 15 days from the date of cancellation, for obtaining all the such approvals, permissions or licenses or any other expenses made including the professional fees of the lawyers and other services, architect, engineer etc. and simultaneously the parties hereto shall execute

  
Rajdeep  
Proprietor

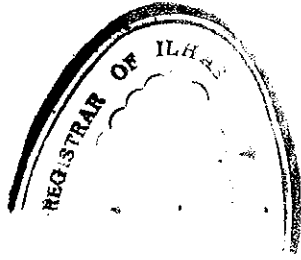
and register a deed of cancellation and allied documents for the purpose of cancellation of the transaction contemplated hereby.

b). If the BUILDERS/DEVELOPERS intent or decides to cancel or terminate the said Development Agreement or withdraw his interest in developing the said property, in such case the BUILDERS/DEVELOPERS shall pay to the OWNERS/VENDORS remaining construction cost (@18,000/- per sq. mtr) stage wise of the construction, to complete the said Project well in time and to hand over the said project to the customers as agreed by both the parties.

15. That on execution of these presents, the BUILDERS/DEVELOPERS and their representative, nominees, assigns shall be entitled to enter upon this SAID PROPERTY, and demarcate the land, or 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.

#### CHANGES

16. The BUILDERS/DEVELOPERS shall not, under any circumstances, change the outer look of the proposed Flats and buildings which shall have uniformity as per approved plan and scheme provided by the BUILDERS/DEVELOPERS. The PROSPECTIVE PURCHASER, the OWNERS/VENDORS shall also not be entitled to make any external change to the flat/s purchased or allotted that will affect the uniformities of the proposed building with respect to its



**Rajdeep**  
BUILDERS  
Proprietor

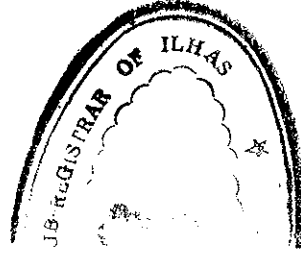
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look, colour, grills etc. If The PROSPECTIVE PURCHASER, the OWNERS/VENDORS violate this provision then the cost of restoration shall be paid by him/them/it to the BUILDERS/DEVELOPERS. The PROSPECTIVE PURCHASER, the OWNERS/VENDORS shall be entitled to make internal changes to the flats purchased or allotted by/to them subject to approvals available in law at the time of construction subjects to costs to be paid in advance.

### MAINTAINANCE

17. THE BUILDERS/DEVELOPERS shall maintain said project for the consecutive period of 5 years from the date of issue of Occupancy Certificate by concerned government department subject to below mentioned terms and conditions:-

(a) THE FLAT HOLDER/PURCHASER shall be bound to deposit with the BUILDERS/DEVELOPERS sum of Rs.3,00,000/- (Rupees Three Lakhs Only) for all the four (4) Flats on issue of Occupancy Certificate by the office of the Village Panchayat of Taleigao Village or from the date of possession letter which will be issued by the BUILDERS/DEVELOPERS. The aforesaid amount of Rs.3,00,000/- (Rupees Three Lakhs Only) shall be towards maintenance of common areas of the building namely Staircase, Lobby, Lifts, Service Areas, Stilt Parking, Water Tanks, Water Sumps, Garden, External Paintings, providing of security services to the building and cleanliness of the above mentioned areas. THE FLAT HOLDER/PURCHASER undertakes and binds to provide full co-operation to the BUILDERS/DEVELOPERS while undertaking maintenance of the above areas so much so that



**-Rajendra P.**  
REGISTRAR  
OF ILHAS  
GOA  
PROV. OF INDIA

THE FLAT HOLDER/PURCHASER shall allow the BUILDERS/DEVELOPERS 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 BUILDERS/DEVELOPERS .

(b) Upon completion of term of five years as stipulated above, respective OWNERS/VENDORS shall be able to exercise two options: First whether to continue with the maintenance services as provided by the BUILDERS/DEVELOPERS with further maintenance services of the BUILDERS/DEVELOPERS. If the OWNERS/VENDORS chose to exercise First option of continuing with maintenance services then respective OWNERS/VENDORS shall execute separate Maintenance Agreement with the BUILDERS/DEVELOPERS for a period of further five years from the date of expiry of first five years period. If the OWNERS/VENDORS chose to exercise Second option of stopping further maintenance services of the BUILDERS/DEVELOPERS then the BUILDERS/DEVELOPERS shall refund to such OWNERS/VENDORS a sum of Rs.3,00,000/- (Rupees Three Lakhs Only) without interest.

(c) The OWNERS/VENDORS hereby bound and undertake to support the decision of the majority of the FLAT HOLDERS/PURCHASERS 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 BUILDERS/DEVELOPERS shall be at liberty to quit and handover the entire responsibility of maintenance of the building to



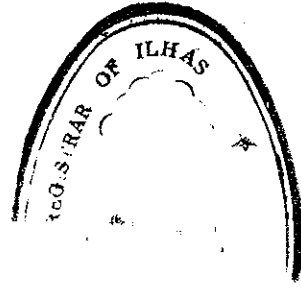
**RAJESH**  
BUILDERS  
PROJECT

the respective OWNERS/OCCUPIERS of the flats in said project at any point of time with its sole discretion and without any interference or pressure from any of the Owners/Occupiers in case of non co-operation of by the Owners/Occupiers in any respect and in such event deposit of sum of Rs.3,00,000/- (Rupees Three Lakhs Only) shall be refunded back to respective FLAT HOLDER/PURCHASER.

(e) The **BUILDERS/DEVELOPERS** if exercises discretion to quit and handover the entire responsibility of maintenance of the building to the respective Owners/Occupiers of the said project, then in such event the **BUILDERS/DEVELOPERS** shall assist the occupiers of the building for formation of Maintenance Society and all the occupiers of the said project shall co-operate for the same and shall sign all documents, applications, forms, affidavits, declarations as required for such formation.

#### WARRANTY

18. The **BUILDERS/DEVELOPERS** shall provide Five Years Warranty on equipment's provided by it from the date of issue of Occupancy Certificate by Village Panchayat of Merces for flats of proposed project, form the date of possession letter which will be issued by the **BUILDERS/DEVELOPERS** which will be described fully in separate warranty card/letter head. The total Warranty period provided by the **BUILDERS/DEVELOPERS** shall not extend beyond the five years from the date on issuing of Occupancy Certificate from the Village



**Rajdeep**  
BUILDERS  
PROPERTY

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Panchayat of Merces or form the date of possession letter which will be issued by the **BUILDERS/DEVELOPERS**

19. That the OWNERS/VENDORS 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 PROPERTY, by the OWNERS/VENDORS with the BUILDERS/DEVELOPERS wherein development rights to the said property are granted. The actual possession and transfer will take place only on handing over the said Flats of the Owners by the Builders to them, in terms of this present Development Agreement.

#### **POSSESSION**

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, *inter alia*, the interest of each of the parties or give full effect to the intentions of parties as disclosed in this Agreement.

#### **TERMINATION**

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

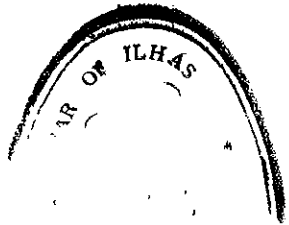


**Rajdeep Builders**  
Panchayat  
Merces

i) The BUILDERS/DEVELOPERS does not commence the actual construction of the Project within 3 (three) months from the date hereof.

ii) The BUILDERS/DEVELOPERS abandons the Construction of the Project after continuous period of 6 (six) months or more.

iii) The BUILDERS/DEVELOPERS, for whatsoever reason, is unable to deliver the possession of the said Flats of the Owners within the Delivery Time, stipulated herein above (i.e. 24 months from the date hereof with extension period of 6 (Six) Months), 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 in the residential proposed building/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 PROPERTY.

24. All letters and/or notices sent or issued by the BUILDERS/DEVELOPERS to the OWNERS/VENDORS and by the OWNERS/VENDORS to the BUILDERS/DEVELOPERS 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.

RAJDEEP BUILDERS  
Proprietor

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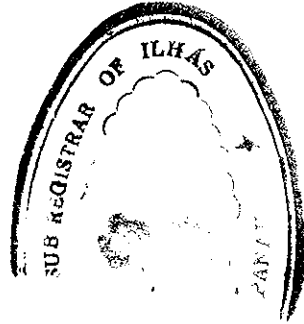
25. The name for a scheme of apartment to be constructed in or upon the SAID PROPERTY shall be known as "RAJDEEP RESIDENCY" and the OWNERS/VENDORS hereby give their no objection to the same.


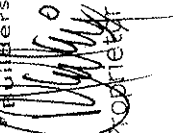
26. All out of pocket expenses of and incidental to these presents, the Deed of conveyance and other writings to be made in pursuance hereof, including Stamp Duty and Registration Charges, shall be borne exclusively and paid by the BUILDERS/DEVELOPERS alone. The parties hereto shall, however, bear and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

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

28. Any dispute of differences if any arises between the parties the same shall be tried with the jurisdiction of Panaji, Goa Courts only.

29. Being a Development Agreement involving exchange of land for construction of area for the purpose of stamp duty the valuation of considering at Rs.1,16,40,000/- (Rupees One Crore Sixteen Lakhs Forty Thousand Only) and accordingly 2.9% stamp duty of Rs.3,37,600/- (Rupees Three Lakhs Thirty Seven Thousand Six Hundred Only) is paid.



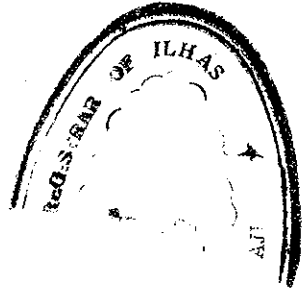
  
**RAJDEEP**  
BUILDERS  
  
PROFESSIONAL

### SCHEDULE - I

#### (Description of the SAID LARGER PROPERTY)

ALL THAT there exists a landed property known as "MOLLOI", bearing survey no. 5/4 of Village Morombi-O-Pequeno, situated at Mercedes, Tiswadi Taluka, District of North Goa, in the State of Goa., within the limits of Village Panchayat of Mercedes, totally admeasuring 2582 sq.mtrs., (out of which an area of 536 sq.mtrs. stands acquired by Government of Goa for public purpose), described in Land Registration Office of Ilhas under No. 16065 of Book B-42(New) and enrolled in the Taluka Revenue Office under no. 537., and which is bounded as under:-

On the North : By Nullah;  
On the South : By property bearing survey no. 5/5 of Village Morombi-O-Pequeno;  
On the East : By Public Road; and  
On the West : By property bearing survey no. 5/7 and 5/3 of Village Morombi-O-Pequeno.



### SCHEDULE - II

#### (Description of the SAID PROPERTY)

ALL THAT part portion of the SAID LARGER PROPERTY described hereinabove in Schedule - I, admeasuring an area of 750 sq.mtrs., bearing independent separate survey no. 5/4-A of Village Morombi-O-Pequeno, situated at Mercedes, Tiswadi Taluka, District of North Goa, in the State of Goa., within the limits of Village Panchayat of

**Rajdeep**  
SUNIL DERS  
PROVIDENT

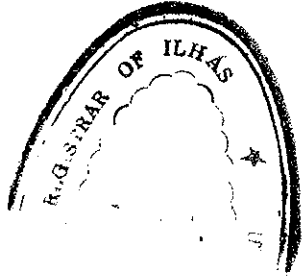
Merces, described in Land Registration Office of Ilhas under No. 16065 of Book B-42(New) and enrolled in the Taluka Revenue Office under no. 537., and which SAID PROPERTY is bounded as under:

On the North : By the remaining part of said larger property;

On the South : By survey no.5/5 of Village Morombi-O-Pequeno;

On the East : By the portion acquired by the Government.

On the West : By Public Road.



#### SCHEDULE - III

#### (Detailed Description and Specification)

##### i) THE STRUCTURE:

It is RCC structure with external walls upto the plinth in laterite stone masonry and the external walls in supper structure shall be 23cm thick in laterite stones. The external plaster will be double coat and sand faced cement plaster furnished with two coats of cement paints along with primer. The internal walls shall be in bricks of 10cm thick. The internal plaster for walls and the ceiling shall be single coat cement plaster with 3 coats of good quality paint.

##### ii) MAIN SAFETY DOOR:

Stainless steel safety Gate for main door.

##### iii) DOORS AND WINDOWS:

The main door shall be of teakwood frame with teak wood panelled finished with polish. All the remaining doors shall be marine ply,

**Rajeev**  
PRADHETOP

factory processed panel. All windows will be of aluminium frames with rolling shutters of glass.

**iv) SAFETY GRILLS:**

Safety Fabrication Grills will be provided uniformly to all flats.

**v) CEILING:**

POP Ceiling with LED Lights will be provided in all rooms.

**vi) FLOORING:**

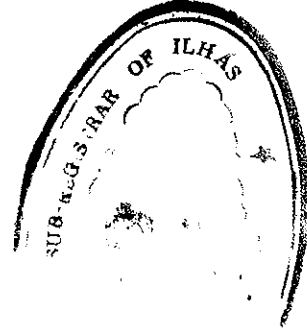
Living Room, Kitchen and Two Bed Rooms will be provided with good quality vitrified tiles. Bath Room flooring shall be anti-skid tiles of good quality and wall tiles fitting shall be upto full height. All bathroom fittings and sanitary fittings shall be of premium class quality such as Cera or equivalent.

**vii) SANITARY AND TOILET FITTINGS:**

All equipment will be provided with premium plus quality fittings, such as Cera or equivalent.

**viii) KITCHEN:**

The Kitchen Platform will be of Black Colour Granite top with modern accessories and the aluminium Ladder with cabinet will be provided in the kitchen.



**Rajdeep Builders**  
Proprietor

*Rajdeep*



**ix) FURNITURES AND FIXTURE:**

Sofa set with Centre Table and Corner Table in living room, Dining Table with four Chairs and Wardrobe, Bed with side table and Dressing Unit in each Bed Room (of Plywood).

**X) ELECTRICAL INSTALLATION:**

All rooms of the flat will be provided with LED Lights, Fans and bathroom with Exhaust Fans.

**XI) AIR CONDITIONERS:**

All bedrooms will be provided with split Air Conditioner.

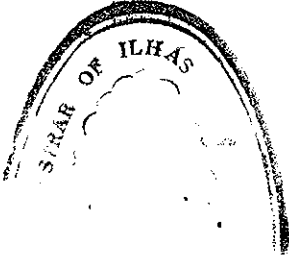
**XII) CURTAINS:**

Curtains will be provided for all windows.

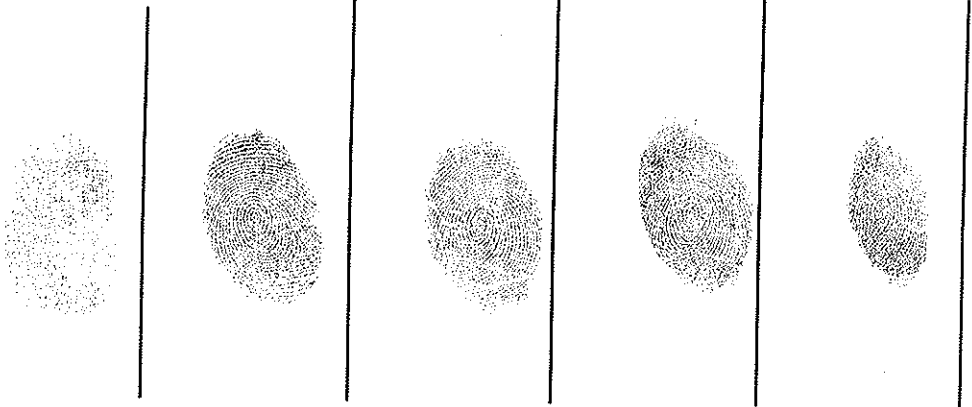
**IN WITNESS WHEREOF** the parties hereto have hereunto set their respective hands on the date aforementioned in the presence of the undersigned witnesses.

**Randeep Builders**  
Proprietor

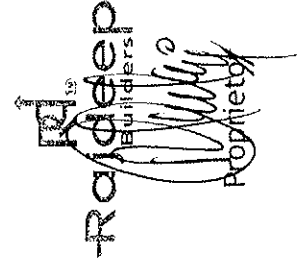
SIGNED, SEALED AND DELIVERED BY  
THE WITHIN NAMED "OWNER/VENDOR  
NO.1", For self and for "OWNER/VENDOR  
NO.2", represented through her duly  
constituted Attorney Mr. ZAMIR SAYED.,  
Party of the **FIRST PART.**



L. H. T. I.



R. H. T. I.





**SIGNED, SEALED AND DELIVERED**

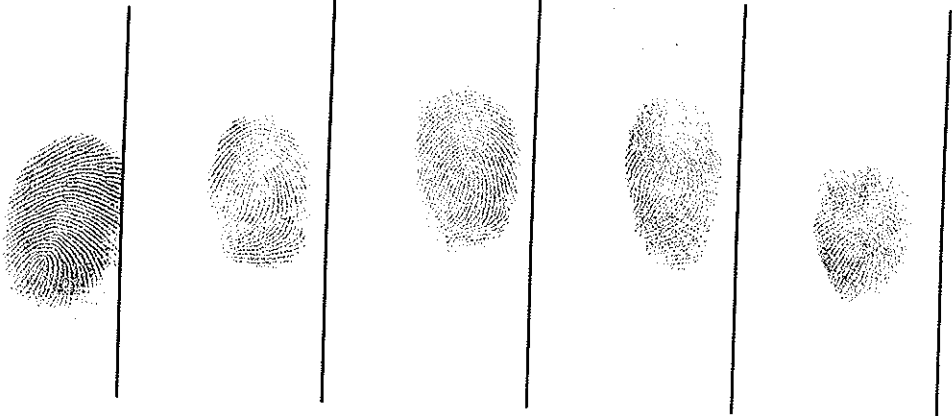
by the within named

**"BUILDERS/DEVELOPERS"**

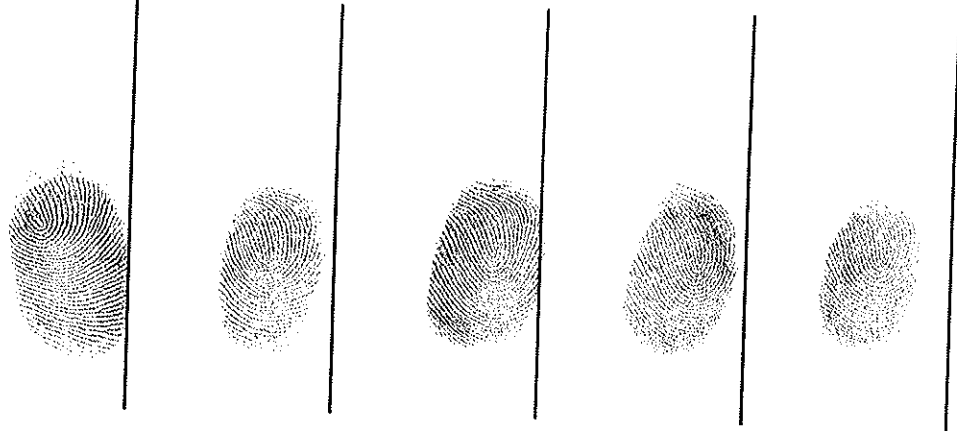
**M/s.RAJDEEP BUILDERS Party of the  
SECOND PART.**



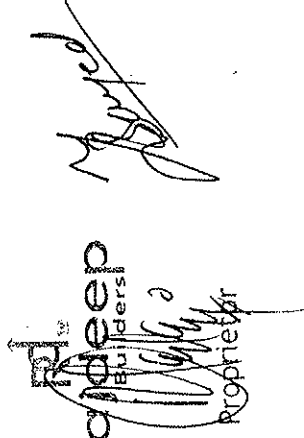
**L. H. T. I.**



**R. H. T. I.**



**Rajdeep Builders**





WITNESSES:

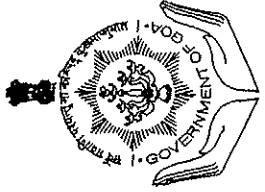
1. NAME :- Amey D. Zumberkar  
FATHER'S NAME :- Damodar Zumberkar  
AGE :- 31  
MARITAL STATUS :- Married  
OCCUPATION :- Service  
ADDRESS :- D-107, LandCape Complex  
Opp. Goa Marriott Miyamar.

SIGNATURE :- Amey

2. NAME :- AKSHAY KUMAR JENA  
FATHER'S NAME :- GURUJAN JENA  
AGE :- 26  
MARITAL STATUS :- UNMARRIED  
OCCUPATION :- SERVICE  
ADDRESS :- H.No.524, VODLEM DHAT  
TALUKA GATO ODIA

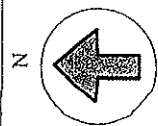
SIGNATURE :- Ashay

**Rajdeep BUILDERS**  
  
Proprietor



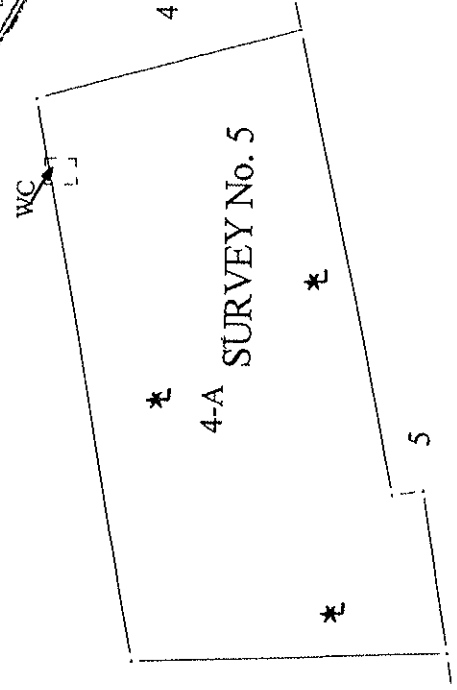
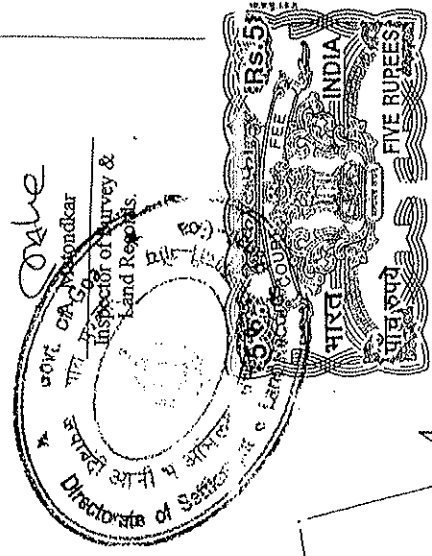
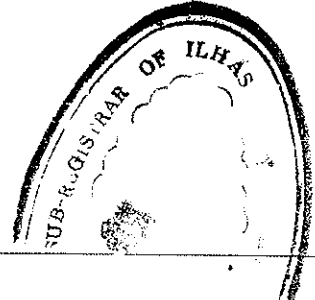
230/2017  
01/02/2017

GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
PANAJI - GOA



Inward No:12805

Plan Showing plots situated at  
Village : MORAMBI-O- PEQUENO  
Taluka : TISWADI  
Survey No./Subdivision No. : 5/ 4-A  
Scale : 1 :500



**Rajdeep Builders**  
Proprietor  
*[Signature]*

*[Signature]*

*D. Tamoskar*  
27/10/15  
Compared By: Dilip Tamoskar ( D'Man Gr.I )

Generated By : Manoj Naik ( D'Man Gr.II )  
On : 12-10-2015



Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 01-02-2017 10:02:11 AM

Document Serial Number : 230

Presented at 09:37:00 AM on 01-02-2017 in the office of the Sub-Registrar( Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	60000.00
2	Processing Fees	590.00
	<b>Total :</b>	<b>60590.00</b>

Stamp Duty Required: 337560.00 Stamp Duty Paid: 337600.00

**Amar Shrikrishna Kamat presenter**

Name	Photo	Thumb Impression	Signature
Amar Shrikrishna Kamat, S/o Amar Shrikrishna Kamat, S/o Shrikrishna Kamat, UnMarried, Indian, age 35 Years, Service, r/o H.No. 55, Sakral, Torse, Pernem-Goa. Admits execution on behalf of the Purchaser-Rajesh Tarkar, Proprietor of M/s. Rajdeep Builders, vide POA dated 28/01/2016, executed before the Sub Registrar of Ilhas, Panaji, under Sr. No. 234/2016, Reg. No. PNJ-BKPoA-00005-2016 dated 28/01/2016.			




Endorsements

Executant

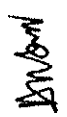
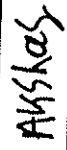
- 1 . Amar Shrikrishna Kamat, S/o Shrikrishna Kamat, UnMarried, Indian, age 35 Years, Service, r/o H.No. 55, Sakral, Torse, Pernem-Goa. Admits execution on behalf of the Purchaser-Rajesh Tarkar, Proprietor of M/s. Rajdeep Builders, vide POA dated 28/01/2016, executed before the Sub Registrar of Ilhas, Panaji, under Sr. No. 234/2016, Reg. No. PNJ-BKPoA-00005-2016 dated 28/01/2016.

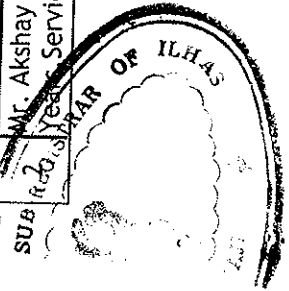
Photo	Thumb Impression	Signature

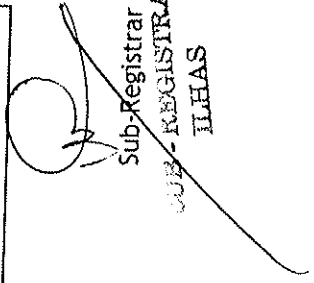
2. Zamir Sayed, s/o B. H. Sayed, Married, Indian, age 42 Years, Business, r/o B-1/T3, Dukle Residency, Tambdi Mati, St. Inez, Panaji, Goa. 403 002. PAN No. AKWPS1741E. For self as the Vendor No. 1 and as POA holder for the Vendor No. 2- Wazida Sayed- vide POA dated 21/04/2014, executed before the Notary Adv. Wilfred A F Boadita at Panaji under No. 5774/2014 dated 26/04/2014

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Mr. Amey Zuvarkar , s/o Damodar Zuvarkar, Married, Indian, age 31 Years, Service, r/o H.No. D/104, Landscape Complex, Opp Goa Marriott, Miramar, Panaji, Goa.	
2	Mr. Akshay Kumar Jena , s/o Gunakar Jena, UnMarried, Indian, age 26 Years, Service, r/o H.No. 524, Vodlem Bhat, Taleigao, Goa.	



  
 Sub-Registrar  
 SUB-REGISTRAR  
 ILHAS

Book-1 Document  
Registration Number PNJ-BK1-00206-2017  
CD Number PNJD55 on  
Date ~~01-02-2017~~ *02-02-2017*

*[Signature]*  
Sub-Registrar (Ihas/Tiswadi )

**SUB-REGISTRAR  
ILHAS**

Scanned By:- *Kchodankar*

Signature:- *[Signature]*

Designed and Developed by C-DAC, ACTS, Pune

