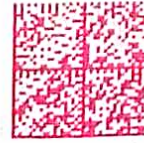


NKGSB CO-OP. BANK LTD.
Ponda, Goa Branch

NK Desai

Officer / Manager

Phone No:
Sold To/Issued To:
Narayanrao R Desai
For Whom/ID Proof:
PAN Card



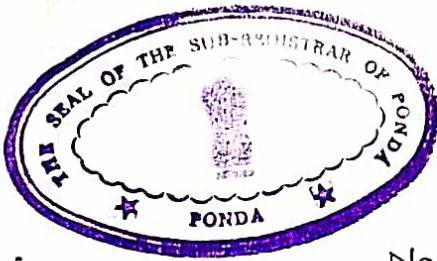
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Narayanrao R Desai

**AGREEMENT FOR DEVELOPMENT
AND SALE**

Desai *KaIPda* *NK Desai*

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THIS AGREEMENT FOR DEVELOPMENT AND SALE is made and executed at Ponda-Goa, on this 7th day of the month August, in the year Two Thousand Twenty Three (07/08/2023).

BETWEEN

1. **SHRI.LAVU DATTA DANGUI**, son of Shri. Datta Dangui, age 53 years, married, Occup-business, holder of PAN Card No. [REDACTED], Adhaar Card No. [REDACTED] Mob. No.9890165972, Indian National, and his wife;
2. **SMT.KALPANA LAVU DANGUI**, wife of Shri. Lavu Dangui, daughter of Shri. Bombi Naik, age 47 years, housewife, holder of PAN Card No. [REDACTED] Aadhaar Card No. [REDACTED] Mob. No.9890165972, Indian National, both residents of H.No.172/18 Shantinagar Ponda-Goa, 403401, hereinafter known as the **"VENDORS/OWNERS"**. (Which expression shall unless repugnant to the context or meaning thereof include their heirs, executors, administrators and assigns) of the **FIRST PART**.



AND

M/s DESAI DEVELOPERS, through its proprietor **SHRI. NARAYANRAO R. DESAI**, son of Shri. Ramchandra Narayan Desai, age 40 years, married, occup-business, holding Pan Card No. [REDACTED], Aadhaar Card No. [REDACTED] Off No. 9325007185, Indian National, resident of House No.345/9 Opp. Viraj Wood Industry, Perigol, Kavlem, Ponda-Goa, 403401, hereinafter referred to as **"BUILDER/DEVELOPER/PURCHASER"** (which expression shall unless repugnant to the context

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or meaning thereof include his heirs, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS there exists a landed property admeasuring an area of 2,23,448.00 square meters named "**LOCONDIEM PREIMEIRA ADICAO**" consisting of two sub-division or Glebes, the first named as "**LOCONDIEM**" also known as "**SHANTINAGAR BHAT**" and the second glebe named as "**CUMBARBATA**" initially situated in the old village of Queula and presently in the Shantinagar ward within the limits of Ponda Municipal Council, Taluka and Sub-District of Ponda, District South-Goa, (earlier North-Goa), in State of Goa, described as a whole in the Land Registration Office of Ilhas under number 299 of the Book B-1 New, enrolled in the Land Revenue Role under Matriz No.1032. The first glebe known as "**LOCONDIEM**" being bounded on the EAST: By limits of "Corrente Taboleiros", WEST: By Pimpol trees, NORTH: By property of Verenkar, and SOUTH: By the limits of Quartela do oitavo de companhia and, the Second glebe known as "**CUMBARBATA**" being bounded on the EAST: By the Anciquity, WEST: By the boarder of drain NORTH: By old fence of the drain to the right, and on the SOUTH: By cumbio tree, the said property is surveyed under No 172/6 and 183/1, hereinafter referred to as the "**SAID PROPERTY**".



AND WHEREAS the aforesaid property **LOCONDIEM** were jointly purchased by Shri. Shrikrishna Jagannath Kamat and his brother Shri. Vithal Jagannath Kamat by virtue of Deed of Sale dated 26th July 1963, duly written in the Book No.1195 at pages 47 of the Notary

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of Margao, from its previous owners namely Dr. Francisco Orlando Coelho in equal shares.

AND WHEREAS vide Deed of Gift dated 24/2/1972 registered in the Office of the Sub-Registrar Ponda under No.68 at pages 341 to 345 of Book No.I Volume No.17, dated 03/03/1972 and subsequently vide Deed of Rectification of Gift dated 20/10/1993 duly registered under No.23 at pages 147 to 160 Book No. I Volume No.188 dated 06/01/1994, Shri. Shrikrishna J. Kamat and his wife Gangabai transferred their ideal and undivided share in the said Property in favour of their heirs namely Shri. Ravindra Shrikrishna Kamat (son), Jaganath Shrikrishna Kamat (son) and his wife Usha Jaganath Kamat(daughter in law).

AND WHEREAS vide another Deed of Gift dated 10/03/1072, registered in the Office of the Sub-Registrar Ponda, under No.78 at pages 379 to 382 of Book No.I Volume No.17, dated 10/03/1972, said Vithal Jaganath Kamat and his wife Rucmini transferred their ideal and undivided share in the said property in favour of their only son Virendra Vithal Kamat.

AND WHEREAS by virtue of aforesaid Gift Deed sons of Shrikrishna Kamat namely Ravindra and Jaganath become the owner of half of the undivided share in the said property and son of Vithal Jaganath Kamat namely Virendra become the owner of the other half of the undivided share in the said property.

AND WHEREAS there existed houses of Vendor No.1 & his brothers in the part of the property presently

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surveyed under No.172/6, and on account of same said Kamat brothers had agreed for the sale of pieces of land occupying their houses for the amount agreed upon by them.

AND WHEREAS disputes arose between the Kamat brothers due to disagreement in partitioning of their assets and as such Civil Suit was preferred bearing Special Suit No.49/79/I (B), In the Court of 1st Addl. Civil Judge Senior Division at Margao, which came to be amicably settled by filling their consent terms vide Judgment and Consent Decree dated 18/06/1998.

AND WHEREAS pursuant to the aforesaid understanding between the Kamat brothers and Vendor No.1 & his brothers, the Kamat brothers during the pendency of their disputes in the Court, filed application to the Court Receiver Shri. Dilip Dharma Kurtarkar, requesting him to seek permission from the Honorable Court to execute Sale Deed in favour of Vendor No.1 and his brothers.

AND WHEREAS pursuant to said request of Kamat brothers, said Court Receiver filed an application dated 20/1/1995, before the Court and Ld. Judge vide order dated 2/2/1995, permitted the Court Receiver to execute sale Deed as agreed upon.

AND WHEREAS pursuant to the said order of the court dated 2/02/1995, a Deed of Sale dated 31/05/1995, presented in the Office of the Sub-Registrar Ponda, under Serial No.808/95 and duly registered under No.383 at pages 49 to 62 of Book No.I Volume No.593, dated 18/03/2002, came to be executed by the said

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Court Receiver on behalf of Kamat brothers by which Plot No.15 admeasuring an area of 2215 Sq. Mtrs more particularly describe in Schedule-I show herein under and herein after called as "**said Plot**" was sold and transferred in favour of Vendor No.1 and his other two brothers.

AND WHEREAS after the purchase of the said Plot said Dangui brothers by virtue of Deed of Partition dated 24/10/2018, executed in the office of the Civil Registrar cum Sub-Registrar of Ponda, under serial No.1705 dated 24/10/2018 and registered under No.PON-BK1-01656-2018, CD Number- POND4 dated 25/10/2018, amicably sub-divided above mentioned said Plot No.15 described in Schedule-I, into three sub-plots bearing Plot No.15-A, 15-B and 15-C, and allotted the same amongst themselves in the manner more particularly set out in the said Deed of Partition dated 24/10/2018.

AND WHEREAS the above Vendors by virtue of aforesaid Deed of Partition dated 24/10/2018, acquired absolute right, title and interest and became exclusive owner of the sub-Plot No.15-B, admeasuring an area of 733.00 square meters of the property surveyed under No.172/6 of village Ponda, described in Schedule-II, hereinafter called as "**said Sub-Plot**" forming part of the said Plot specifically described in the Schedule-I given hereunder, and as such they are fully entitle to sell, convey, grant, transfer, assigns and assure their rights in the said Sub-plot to any person or persons whomsoever without any claim or objections.

James P *Kelipa* *NK Desai*

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AND WHEREAS Vendors after becoming the absolute owners by virtue of said Deed of Partition, the Vendor No.1 got mutation of his name in the occupant column of Form I & XIV of the property surveyed under No. 172/6 of village Ponda and subsequently vide judgments and order dated 27/07/2020, passed Dy. Collector & Sub-Divisional Officer Ponda Goa, in case No. PON/LRC/PART/405/2019, got his portion of holding separated from the above survey No.172/6. The plot No. 15-B, admeasuring an area of 733.00 sq. mtrs, is an independent Plot, forming part of the said Plot No.15 admeasuring 2215.00 square meters of the property known as "**SHANTINAGAR BHAT**" also known as "**LOCONDIEM**" surveyed under No. 172/6 of village Ponda and now being identified and separately surveyed under survey No.172/6-W of village Ponda, Taluka Ponda-Goa, more specifically described in the Schedule-II, and shown on the plan annexed hereto.

AND WHEREAS, the Vendors are desirous of developing the said Sub-Plot by constructing residential building and therefore, requested the Builder to take up the developmental work as per Plans that may be approved by the concerned Government Bodies. The Builder has accepted the proposal to complete the development by way of raising funds from persons interested in having a flat in the said building.

AND WHEREAS the Vendors do hereby declares:

- a) That the Vendors title to the said sub-Plot described in schedule-II hereto is valid, legal, clear and marketable, unencumbered and subsisting.

Amal *Kw/PA* *MP Desai*

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- b) That the said sub-Plot described in the schedule-II hereto is absolutely free from encumbrance, lien, charges, and that there are no dues payable to the Government or any other authorities and/or any statutory bodies.
- c) That there are no difficulties legal and otherwise for the sale of the said sub-Plot hereto or any part thereof.
- d) That no attachment or notice from the central or State government or anybody or authority under any Panchayat Act or any other Act or any scheme or legislative enactment, Government ordinance or Notification including any notice/proceeding for acquisition or requisition has/had been received by or upon the Vendors and that the said sub-Plot described in the schedule-II hereto or any part thereof is not subject to any attachment or certificate or otherwise recovery proceeding under the Income tax Act or any statutory law or Regulation.
- e) That there is no litigation or any legal proceeding pending in any court/Tribunal or any other impediment in respect of the said sub-plot described in the schedule-II hereto or any part and/or any structure existing thereto.
- f) That except this Agreement, the Vendors have not entered into and shall not enter into any agreements pertaining to said sub-Plot and/or effecting the title of the Vendors to the said sub-Plot described in schedule-II, hereto or any part thereof.
- g) That the Builder shall be entitled to undertake construction of building on the said sub-Plot and sell the same to any prospective buyers/purchasers of the choice of the Builder without any interference of



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the Vendors except the premises reserved for the Vendors as contained herein, by cutting of any trees and/or by cutting any land from the said Plot.

- h) The Vendors do hereby indemnifies the Builder in respect of any claim of any parties over the said sub-plot.

AND WHEREAS the Builder considering the aforesaid representation made by the Vendors and believing them to be true has agreed to develop the said sub-plot admeasuring an area of 733.00 square meters described in **schedule-II**, by constructing residential building in consideration of constructing and allotting to the above Vendors 3 Flats as mentioned in clause-4.

AND WHEREAS Vendors have accepted the said proposal of the Builder and the detail of the premises to be allotted to the Vendors and the premises to be retained by the Builder and its areas is incorporated specifically in this Agreement.

AND WHEREAS, the Vendors gave permission for development work on certain terms and conditions mutually agreed upon by the parties.

AND WHEREAS the parties have mutually settled the terms of this Agreement, and the parties hereto hereunder record such terms of agreement

NOW THIS AGREEMENT WITNESSES AS UNDER:

Definitions:

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1. For the purpose of this agreement unless contrary to the context or meaning thereof, the following terms shall mean the meaning given to them herein below:-

- a) "**said Agreement**" means this Agreement including any preamble and Schedules to this Agreement, as amended, supplemented or re-stated from time to time.
- b) "**said Plot**" shall mean the land described in the SCHEDULE-I herein written at the conclusion of this Agreement;
- c) "**said Sub-Plot**" shall mean the land described in the SCHEDULE-II herein written at the conclusion of this Agreement;
- d) "**said Undivided Share of Sub-Plot**" shall mean the undivided share of said sub- plot to the extent of area admeasuring 549.75 sq mtrs, of said sub plot.
- e) "**service**" in relation to any letter or notice by one party to the other shall be either by hand delivery to the party or to his email ID or to his office staff or family members; but in case it is sent by post, the service shall be deemed to have been effected on the third day of his posting of the same at the address given hereinafter, whether or not the same is actually served or any acknowledgment thereof is received back by the sender.
- f) "**super built-up area**" shall mean a total area obtained after of the premises, such additional area that shall be derived after multiplying the built-up area of the premises by a fraction obtained upon dividing the total common area by the total built-up areas of all the buildings.
- g) "**BHK**" shall mean bedroom, hall and kitchen. The term BHK is used to denote the number of rooms



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available in a flat. A single BHK flat means 1 bedroom, hall, and kitchen, 2BHK flat means 2 bedrooms, hall and kitchen. 3BHK flat means 3 bedroom, hall and kitchen.

2. Pursuant to the understanding of this Agreement the VENDORS shall permit the Builder and the BUILDER shall develop at his own cost and expenses and responsibility and on principal to principal basis and not as agents of the Vendors the above mentioned said sub-Plot, more particularly described in the SCHEDULE-II hereto as per the plans and license sanctioned by the SGPDA and Ponda Municipal Council or such other concerned authorities.
3. In consideration of the VENDORS agreeing to sell, convey, transfer, relinquish and/or otherwise assure unto the builder or his nominee by way of sale all that their undivided right/share admeasuring an area of 549.75 sq. mtrs of the said sub-plot more specifically described in Schedule-III, hereunder written and shown on the survey plan depicted in purple color annexed hereto this Agreement, and further pending this Agreement, permitting the Builder to develop the said sub-Plot, the BUILDER shall pay consideration to the Owners in kind, i.e by constructing and delivering to the Vendors Three (3) Flats, which are more specifically described and mentioned in clause 4 as contained hereunder.
4. The BUILDER shall construct and make available to the Vendors, the following Flats/premises in the proposed building:-

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- i) A residential Premise being flat of 2BHK bearing Flat No.F-1, admeasuring 90.20 square meters (super built-up area), located on the first floor of the building proposed to be constructed on the said sub Plot.
- ii) A residential Premise being flat of 2BHK bearing Flat No.F-2, admeasuring 89.05 square meters (super built-up area), located on the first floor of the building proposed to be constructed on the said sub Plot.
- iii) A residential Premise being flat of 2BHK bearing Flat No.S-4, admeasuring 90.20 square meters (super built-up area), located on the second floor of the building proposed to be constructed on the said sub Plot.
- iv) A stilt parking No. 1,2, & 3 located on ground floor of the building proposed to be constructed on the said sub plot.



The aforesaid allotment of Flat Nos. F-1, F-2, & S-4 and stilt parking No.1,2, & 3 are more specifically described in schedule-III and shown and delineated in the plain-1, 2, & 3 respectively with red colour boundary line annexed hereto this said Agreement.

5. Immediately on the execution of present Agreement for Development and Sale, the VENDORS herein shall execute Irrevocable Power of Attorney in favour of the BUILDER, so as to undertake such work as are intended hereunder or as may be necessary and ancillary thereto to facilitate the development of the said sub-Plot and developed. The Vendors hereby agree that the said Irrevocable Power of Attorney shall be coextensive with

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these presents and shall not be withdrawn as long as these presents subsist and remain binding upon the parties hereto.

6. The Vendors hereby authorized and permit the Builder to carry out the development of the said sub-Plot by constructing thereon building comprises of residential flats/premises, or any other type of premise as may be deemed expedient by the Builder, to be transferred on ownership basis or in such manner as deem finds fit, proper and convenient. The Vendors hereby authorize the Builder to do what is needed including the preparation of the building plan, obtaining approvals of the same from the concerned authorities for constructing the residential Flats/premises or any other type of premises, booking and effecting the sale of all the apartment with the exception of said Flats reserved for the VENDORS as stated in clause 4 above, receiving money from the prospective purchaser/s of the respective flats or other premises. The BUILDER is entitled and solely responsible for and carrying out the approved construction with such addition and alterations as the Builder or any licensing authority may and deem fit and necessary in order to develop the said plot to its full permissible coverage and floor area ratio. The VENDORS further agree to sign and execute all necessary papers, deeds, documents and plans that may be effective development of the said sub-plot and the building to be constructed thereon.

7. That upon execution of the said Agreement and in consideration of the terms, conditions and stipulations herein contained, the Vendors have handed over the

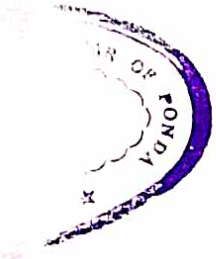
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physical vacant and peaceful possession of the said sub-plot to the BUILDER and Builder shall thereafter be authorized to commence construction of proposed buildings on the said sub-Plot in accordance with the plans approved and/or sanctioned by the Municipal council as well as by PDA or Town and Country Planning Department and take such steps as may be necessary or expedient and incidental to carry out the development of the said sub-plot at his own costs and expenses

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8. The Builder, its employees, representatives, contractors, and workers shall at all times hereafter be free to enter upon in the said Sub-Plot described in schedule-II written hereunder and conduct therein all such works like demarcating, surveying, measuring excavating, erecting, etc., as may be deemed fit by the Builder.
9. The BUILDER may enter into any type of agreement with anybody of his choice for the sale of any Flats /premises or structures to be constructed on the said Sub-Plot described in schedule-II, except said Flats/premises reserved for the VENDORS as mentioned in clause-4, herein above and described in schedule-III written herein below .

In all such agreements the Vendors shall be represented by the Builder as their Attorney. However the Vendors shall not be responsible/liable in any manner whatsoever to any third parties/prospective purchaser who may enter into Agreement of Sale with the Builder and the BUILDER do hereby indemnify the Vendors towards any claim of any such third parties/prospective purchaser arising out of any such

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agreement with them. However in case of any claim arising due to defect in title of the Owners over said plot the same shall be dealt with by the VENDORS.

10. The VENDORS on demand by the Builder and/or within 15 days from the execution of the said Agreement, shall deliver or cause to be delivered to the Builder all the required documents in respect of the said sub-plot including Inscription and Description documents, Succession deeds/Qualification of Heirs, will/testamentary document, Form I & XIV, Survey Plan, Partition order, Nil encumbrance certificate, matriz certificate, and all the relating documents of title of the said sub-plot for the purpose of verification and preparation of title report, issuing license and permission for development of proposed building.
11. The VENDORS have not entered into any agreement with or in favour of any person/s and have not executed with or in favour of any person/s any Deed of sale or agreement in respect of the said Sub-Plot described in schedule-II written hereunder or part thereof and the Vendors shall not execute with or in favour of any person/s any sale deed or agreement/s in respect of the said sub-plot described in schedule-II written hereunder during subsistence of this Agreement.
12. On fulfillment of the terms and conditions said Agreement for Development and Sale, the Vendors agree to transfer and convey the said undivided share of sub-plot to a Co-operative Housing Society and/or any other entity formed by the Builder or by the respective purchaser for the maintenance of the said building.

Lawyer

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N. D. Desai

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13. All the plans, designs, layouts etc shall be prepared by the BUILDER and same shall be binding on the Vendors and the Vendors shall not be entitled to seek changes therein, however the Vendors shall in no way be liable for any defects in planning layout etc., and that the location and area of the Vendors premises shall not be changed/reduced.
14. The BUILDER is entitled to negotiate freely with the prospective buyer/purchaser of the residential apartments/ Flats or any other structure /premises and settle the terms and conditions for the sale and transfer of the such premises and also to appropriate themselves or and the entire benefits of all the residential apartments with the exception of premises allotted to the Vendors.
15. The BUILDER guarantees that the Flats/premises which are agreed to be constructed in accordance with Agreement shall be true to the specifications set out in the schedule-III written hereunder. Adherence to the specifications shall in case of doubt be certified by an architect/engineer of the project.
16. In respect of the flats to be allotted to the Vendors any changes or alterations or additions of internal partition walls, if required by the Vendors will be accepted at the sole discretion of the Builder. However a letter stating the changes so required shall be submitted by the Vendors to the Builder. In such an event the time limit for handing over the said Flat shall be revised as decided by the Builder.



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17. The BUILDER shall be entitled to seek renewals, revision, alterations, and changes in the plans, permissions, and approvals on behalf of the Vendors.
18. The following costs and expenses shall be the sole responsibility of the BUILDER.
- a) All contractual obligations and money to be paid arising out of the same to any financier/proposed purchaser of any premises.
 - b) Any penalties, charges, duties, fines, taxes and other monies to be paid to any statutory body or authority in pursuance of the purchaser of the said sub-plot, whether levied in the name of the Vendors or in the name of purchaser.
 - c) All stamp duties, legal fees, registration fees and other expenses associated with the preparation and execution of the instrument of said Agreement, Power of Attorney or conveyance whether executed by the vendors or by the purchaser.
19. The VENDORS do hereby expressly authorize the BUILDER on their behalf to execute any Agreements for sale, Deed of cancellation of Agreements, Sale Deed, Conveyance Deed, Rectification or Ratification Deed or any other Agreements or Deeds of any of the flat/premises in the building proposed to be constructed on said Sub-Plot without the consent of the Vendors except the premises allotted to Vendors as referred in clause (4) herein above as described in schedule-III written hereunder.
20. The VENDORS shall not be liable nor shall the said Undivided Share of Sub- Plot be encumbered for any costs, expenses or any liabilities incurred by the



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Builder towards any party, nor shall the said Undivided Share of Sub-Plot be liable for attachment in any suit or execution of decree or any other proceedings against the Builder. However it is agreed that the prospective purchaser/s/buyers of the flats/premises agreeing to purchase any premises in the proposed building/s shall be entitled to mortgage/agree to mortgage the respective flats along with proportionate right in said Plot, to any Bank or financial institution.

21. In case of any defects are noted/detected pertaining to the due or the title of the Vendors over the said Sub-Plot, the same shall be cleared by the Vendors at their own cost and expenses and the tune for performance of the Builder/purchaser obligation hereunder shall stand proportionately extended.

In case any such defects could not be rectified by the Vendors the Builder shall be entitled to suspend Builder obligation hereunder and seek from the Vendors all and whatever expenses incurred by the Builder pursuant to this said Agreement as also all the monies paid hereunder.

22. It shall be lawful for the Builder to ignore any such defects and seek performance of the said Agreement from the Owners notwithstanding such defects.
23. The BUILDER shall complete the construction of said building premises within the period of 36(Thirty six) months from the date of issuance of license of construction by the Ponda Municipal council. The issuance of occupancy certificate by Ponda Municipal council shall be the conclusive proof of such completion.



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24. That incase due to the unforeseen circumstances beyond the control of the Builder, including withholding of grant of completion certificate and/or the Occupancy Certificate by the concerned authorities or by reason of war, civil commotion sabotage, act of the Government, explosion, epidemics, pandemics, quarantine restriction, floods, embargoes, or any act of God or as a result of any notice, order, rule or notification of the government and/or any other public or competent authority. In any of the aforesaid events, the Builder shall be entitled to flexibility or amendment or codicil of agreement agreed mutually between the parties hereto.

25. It shall be the obligation of Vendors to inspect or to get inspected either personally or through their authorized representative at all reasonable time the construction of the proposed buildings as well as the construction of the said premises allotted to him, so that objections, if any, regarding use of inferior materials or defect in such construction of the said premises, or execution of such items of constructions shall be raised by the owners or the authorized representative, in writing, while such work in progress or within one week from the date of execution of such items. If no such objections are given within such period, then it shall be deemed that execution of such item has been done with the full consent and concurrence of the vendors.

26. If within the period of 3 years from the date of handing over the respective flats of the Vendors, the Vendors bring to the notice of the Builder any structural defects in the said Flats or any defeats on account of workmanship, quality or provision of service then

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whenever possible such defect shall be rectified by the Builder at his own cost. However incase the Owner carry out any work after taking the possession of his flats then in such an event the Builder shall not be liable to rectify the same. Hairline cracks and dampness caused due to settlement humidity, variations in temperature, electrical conduit sets cannot be considered as defective.

27. That the requisite stamp duty, registration charges, GST(Good & Service tax), etc if any levied for the transfer of respective flats mentioned in schedule-III written hereunder in favour of Vendors shall be born and paid exclusively by the Vendors.

28. The BUILDER hereby acknowledges and agrees to pay all the cost and expenses incurred in connection with the conversion of land from agricultural to non-agricultural and for issuance of Sanad for conversion.

29. Commencing a week after notice is given by the BUILDER to the Vendors that their said Flats/premises are ready for use and occupation, the Vendors shall be liable to bear and pay all taxes and charges for water, electricity and other services and the outgoings payable in respect of the said premises as provided hereinafter.

30. The rights of the VENDORS under this Agreement shall extend only to said Flats/premises along with the proportionate share in the said Sub-Plot agreed to be allotted under this said Agreement as mention in clause-4. The VENDORS shall have no claim and/or right of whatsoever nature in respect of any other

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flats/premises or spaces or areas in the proposed building.

31. The VENDORS shall maintain the front side and rear elevations of the proposed building in the same form as the Builder construct it, and shall not at any time alter the said elevations in any manner whatsoever.
32. The VENDORS if required shall execute any further Affidavits, Declaration, undertaking, MOU or agreement confirming, collecting, adding and/or modifying said agreement to impart its true effect as may be desired by the Builder so as to undertake such work as may be necessary and ancillary thereto to facilitate the development of the said sub-plot hereby agreed to sale and developed by the Builder.
33. The VENDORS and BUILDER hereby agrees that the project of construction of proposed building shall be named as "**SHREEPURVI VASTU**".
34. Either parties to this said Agreement shall be entitled to specific performance of this Agreement.
35. It is hereby agreed that time is the essence of this contract.
36. It is clearly understood between the parties that all agreements, Deeds including the Conveyance Deed to be prepared as per this Agreement, shall be prepared by the Builder with the consent of the owner.

For the purpose of stamp duty and registration fee the undivided right/share agreed to sale to the Builder through this Agreement is 9/12 share of the said Sub-

Lawyer

K. P. Rao

N. P. Desai

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plot described in Schedule-II, i.e to the extent of area admeasuring 549.75 sq.mtrs, is values at Rs. 68,71,875/- (Rupees Sixty Eight Lakhs Seventy One Thousand Eight Hundred and Seventy Five Only), and as such the appropriate Stamp duty of Rs.1,99,285/- (Rupees One Lakhs Ninety Nine Thousand Two Hundred and Eighty Five Only) is paid herewith.

SCHEDULE -I

ALL THAT PLOT admeasuring 2215.00 meters forming part of the bigger property known as "**SHANTINAGAR BHAT**" also known as "**LOCONDIEM**" situated in the old village of Queula and presently in the Shantinagar ward within the limits of Ponda Municipal Council, Taluka and Sub-District of Ponda, District South-Goa (earlier North-Goa), in State of Goa, described as a whole in the Land Registration Office of Ilhas under the number 299 of the Book B-1 New, enrolled in the land Revenue Role under the Matríz No.1032. The said PLOT NO.15 is surveyed under survey No. 172/6 of village Ponda, Taluka Ponda-Goa, and is bounded as under:

East: Rest of the property surveyed under No.172/6 (part).

West: Plot No.16 and rest of property surveyed No.172/6(part)

North: Road leading to Santa Cruz Upper Bazar road Ponda.

South: Rest of the property surveyed under No.172/6 (part).



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K. P. G.

N. P. Desai

Contd/-

And the following Dimensions.

North - 47 meters, South - 42.50 meters, East - 54.40 meters and West - 47.00 meters.

SCHEDULE-II

ALL THAT SAID SUB-PLOT admeasuring an area of 733.00 sq. mtrs, being an independent unit Plot situated within the limits of Ponda Municipal council, Ponda Taluka and Sub-District of Ponda, forming part of plot described in Schedule-I above and now being identified and separately surveyed under new survey No.172/6-W of village Ponda, Taluka Ponda-Goa.

That the said property is bounded as under:

On the East: By plot No.15-C Surveyed Under Survey No.172/6-Z.

On the West: By Plot No.15-A Surveyed Under Survey No.172/6-V.

On the North: By existing 8.00 meters wide road.

On the South: By remaining part of the Property surveyed under Survey No.172/6.



SCHEDULE -III

(Description of undivided right/share in said sub-plot hereby sold)

ALL THAT undivided 9/12th share of the said Sub-plot admeasuring an area of 549.75 sq.mtrs, forming part of the sub-plot described in Schedule-II, surveyed under No.172/6-W of village Ponda, Taluka Ponda-Goa.

Janardhan

KAPU

NADARAI

Contd/-

SCHEDULE -IV

(Of Flats/Premises and stilt parking hereby agreed to be allotted to the Vendors along with specification)

- 1) A residential Premises being flat of 2BHK bearing Flat No.F-1 admeasuring 90.20 square meters (super built-up area), located on the first floor of the building proposed to be constructed on the said sub plot.
- 2) A residential Premises being flat of 2BHK bearing Flat No.F-2 admeasuring 89.05 square meters (super built-up area), located on the first floor of the building proposed to be constructed on the said sub plot.[both Flat demarcated with the red boundary line as shown in plan-1]
- 3) A residential Premises being flat of 2BHK bearing Flat No.S-4 admeasuring 90.20 square meters (super built-up area), located on the second floor of the building proposed to be constructed on the said sub plot.[demarcated with the red boundary line as shown in plan-2]
- v) A stilt parking No. 1,2, & 3 located on ground floor of the building proposed to be constructed on the said sub plot.[demarcated with the red boundary line as shown in plan-3].

**SPECIFICATIONS:****STRUCTURE:-**

R.C.C. framed structure with (M: 20 Mix).

WALLS:-

Laterite stone masonry for external walls and Brick Masonary for internal walls.

PLASTER:-

[Signature]

[Signature]

[Signature]

Contd/-

External Double coat and internal single coat with neeru finish.

DOORS:-

Door frames, main door frames with teak wood and internal door with salwood main door Panel with teak wood and internal doors will be of marine ply.

WINDOWS:-

All windows shall be of Aluminum 3 track or 2 track as per sizes with glass Panels.

TILES:-

Vitrified tiles for flooring and, ceramic tiles for Balcony areas

Daddo :-Ceramic tiles daddo for both rooms.

Basic rate:- Vitrified tiles 48 to 55/per sq.fit

ELECTRICAL:-

ISI Mark

POINTS:-

- 1) Living room 3 light points, 2 plug points, 2 fan points.
- 2) Bedroom 2 light points, 2 plug point, 1 fan point& 1 AC point.
- 3) Bathroom 2 light points, 15 AMP point exhaust fan point.

PLUMBING:-

PVC CPVC piping with ISI mark fittings.

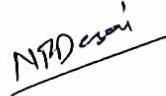
SANITATION:-

Jaquar sanitary fitting (Plain Colour).

IN WITNESS WHEREOF the parties hereto have signed this Agreement of Development and Sale at Ponda-Goa, the day and year first above written.



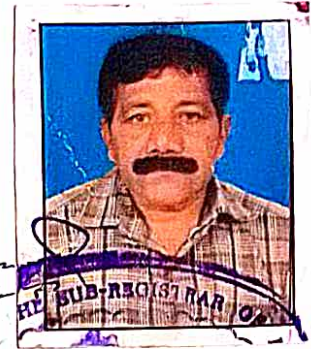




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SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED "VENDOR NO.1"
SHRI. LAVU DATTA DANGUI

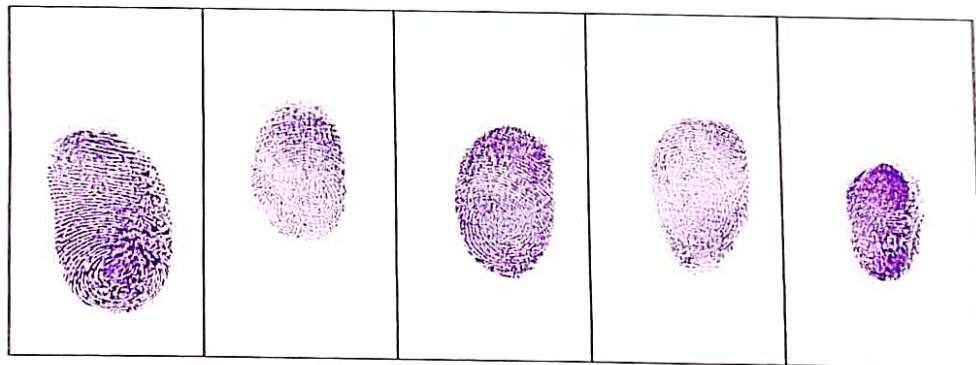
Lavu



LEFT HAND FINGERPRINT IMPRESSION OF
SHRI.LAVU DATTA DANGUI



RIGHT HAND FINGERPRINT IMPRESSION OF
SHRI.LAVU DATTA DANGUI



Lavu

Ko/PC

NPD/sai

Contd/-

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED "VENDOR NO.2"
SMT.KALPANA LAVU DANGUI



Ka/De



LEFT HAND FINGERPRINT IMPRESSION OF
SMT.KALPANA LAVU DANGUI



RIGHT HAND FINGERPRINT IMPRESSION OF
SMT.KALPANA LAVU DANGUI



J...

Ka/De

MP Desai

Contd/-

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED "BUILDER"
SHRI. NARAYANRAO R. DESAI, Proprietor
Of M/s DESAI DEVELOPERS



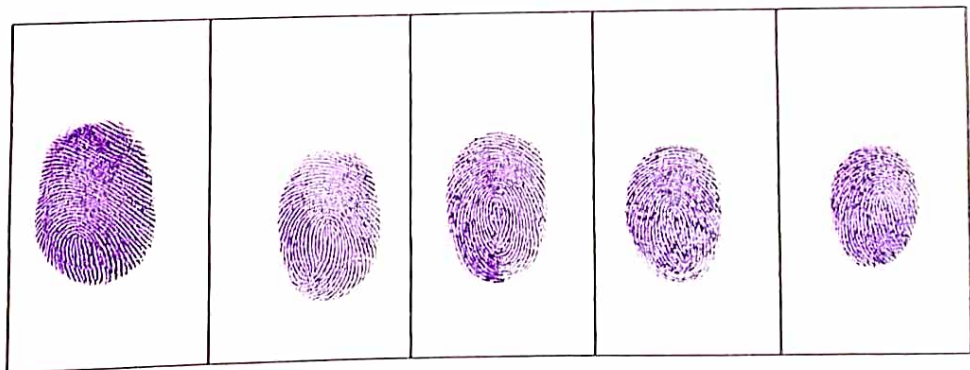
N/Desai



LEFT HAND FINGERPRINT IMPRESSION OF
SHRI. NARAYANRAO R. DESAI



RIGHT HAND FINGERPRINT IMPRESSION OF
SHRI. NARAYANRAO R. DESAI



Jumal

KWA

N/Desai

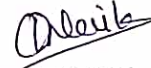
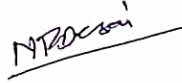

Contd/-

In Presence of Witnesses:

1. Miss. Susmita Subhash Naik Salelkar
D/o Subhash Naik Salelkar, major in age,
R/o H No.46, Dhavali, Queula, Near Wamneshwar
temple, Ponda-Goa
Aadhaar No. [REDACTED]

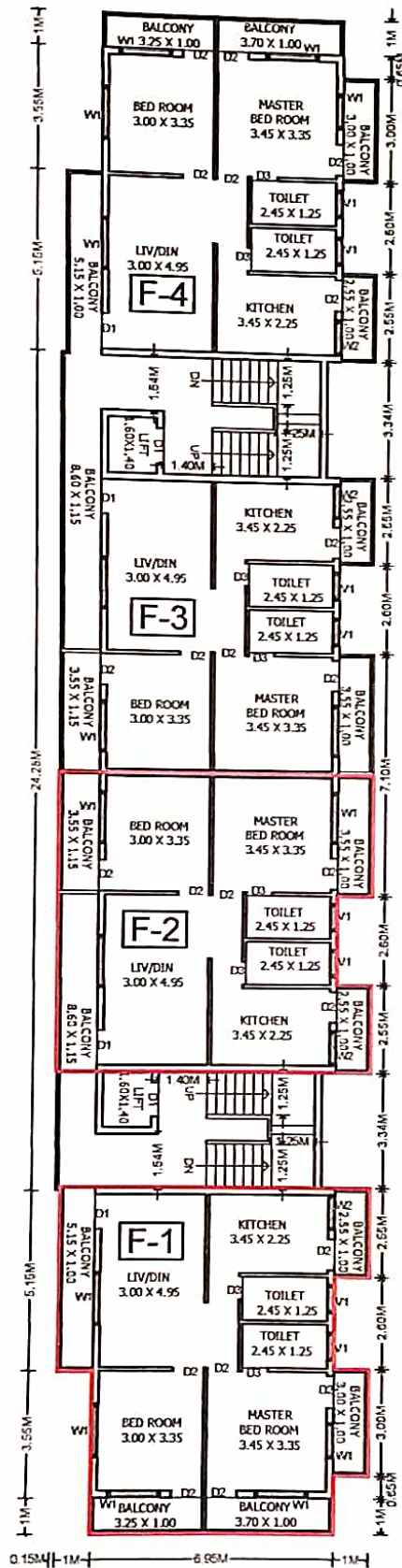
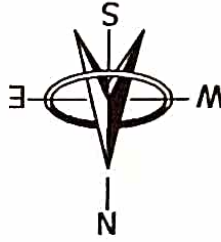

.....

2. Mr. Omkar Ulhas Naik
S/o Shri. Ulhas Naik, major in age,
R/o H No.167, Agapur Durbhat Ponda-Goa.
Aadhaar No. [REDACTED]


.....

PLAN-1

FIRST FLOOR PLAN



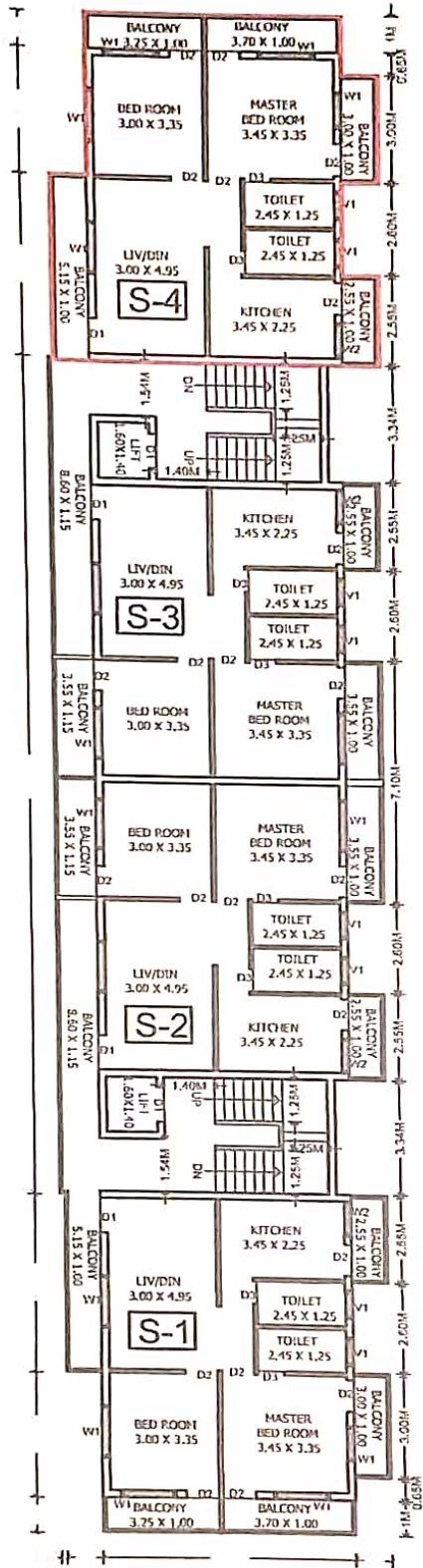
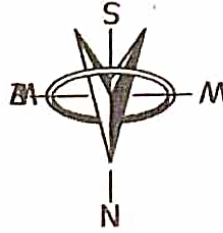
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EXISTING ROAD

PLAN-2 SECOND FLOOR PLAN



June

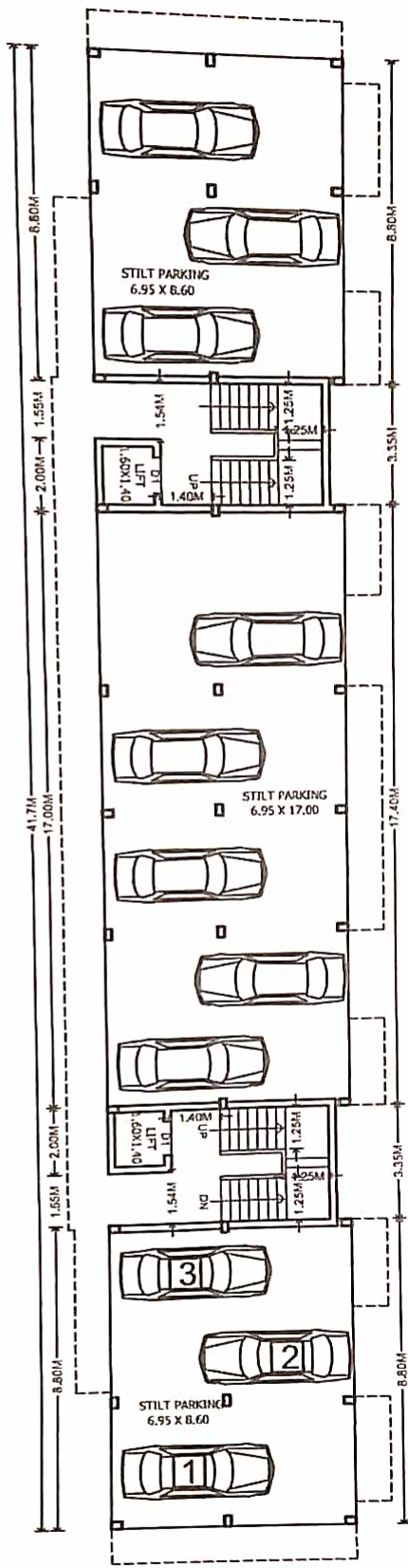
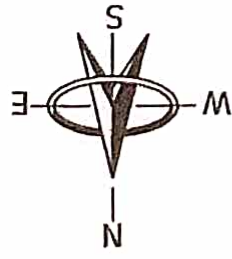
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EXISTING ROAD

PLAN-3 STILT FLOOR PLAN



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K. C. P. C.

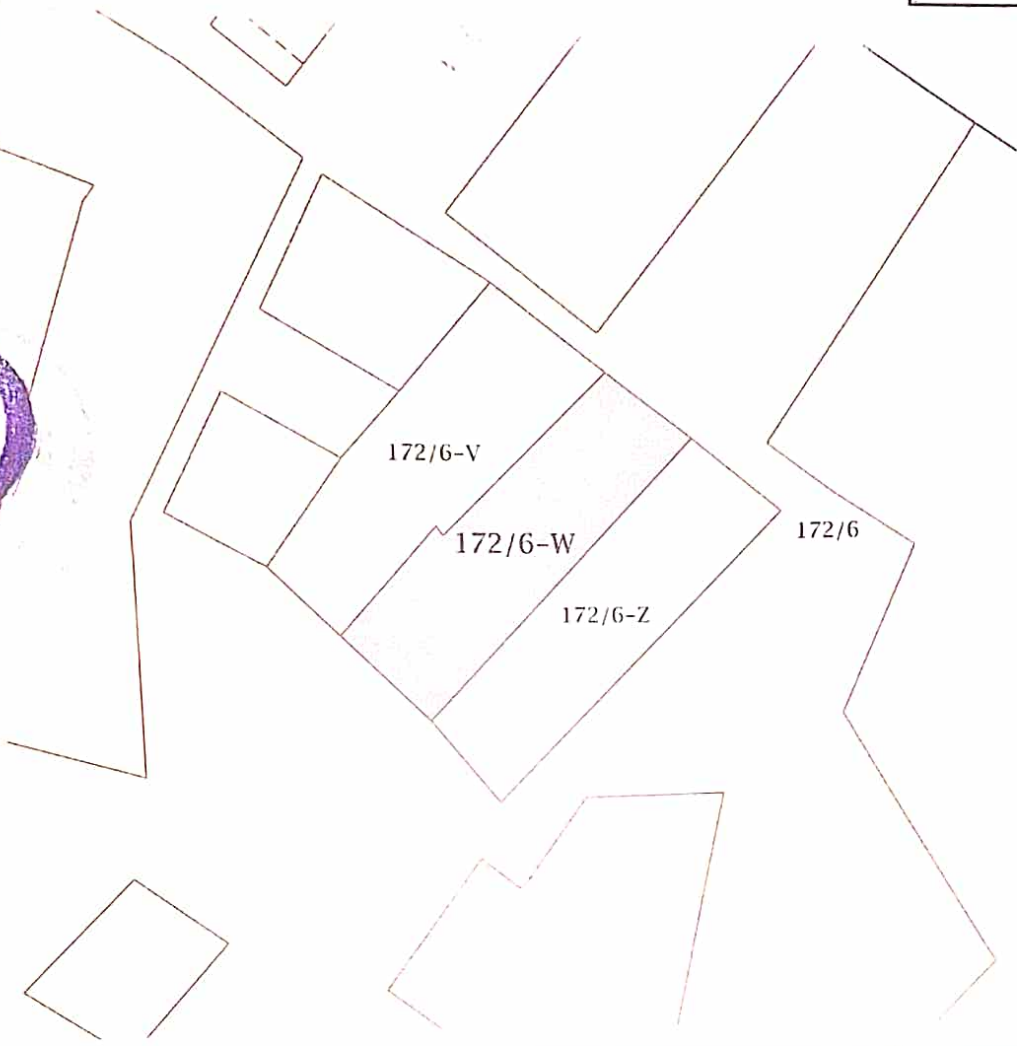
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EXISTING ROAD

Appln date: 08-06-2023

Ref. No.: 223-4789

Scale 1:1000



Block Name : PONDA
Page Name : Ponda
Survey No. : 172
Subdiv No : 6-W



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Government of Goa

Document Registration Summary 2

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

Date & Time :- 08-Aug-2023 10:47:34 am

Document Serial Number :- 2023-PON-1311

Registered at 10:32:57 am on 08-Aug-2023 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	199300
2	Registration Fee	206160
3	Processing Fee	980
Total		406440

Stamp Duty Required :199300/- Stamp Duty Paid : 199300/-

Sender

NO	Party Name and Address	Photo	Thumb	Signature
	Narayanrao Ramchandra Desai Proprietor Of M/s Desai Developers ,Father Name:Ramchandra Narayan Desai.Age: 40, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No.345/9 Opp Viraj Wood Industry Perigol Kavlem Ponda Goa, Address2 - , PAN No.: [REDACTED]			




Receiver

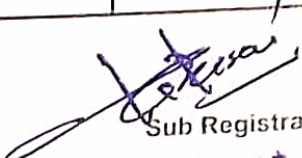
NO	Party Name and Address	Photo	Thumb	Signature
	Lavu Datta Dangui , Father Name:Datta Dangui, Age: 53, Marital Status: Married ,Gender:Male,Occupation: Business, H.No.172/18 Shantinagar Ponda Goa, PAN No.: [REDACTED]			
	Kalpana Lavu Dangui , Father Name:Bombi Naik, Age: 47, Marital Status: Married ,Gender:Female,Occupation: Housewife, H.No.172/18 Shantinagar Ponda Goa, PAN No.: [REDACTED]			
	Narayanrao Ramchandra Desai Proprietor Of M/s Desai Developers , Father Name:Ramchandra Narayan Desai, Age: 40, Marital Status: Married ,Gender:Male,Occupation: Business, H.No.345/9 Opp Viraj Wood Industry Perigol Kavlem Ponda Goa, PAN No.: [REDACTED]			

Witness:

To be individually/Collectively recognize the Vendor, Purchaser,

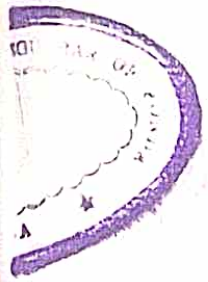
NO	Party Name and Address	Photo	Thumb	Signature
	Name: Susmita Subhash Naik Salelkar, Age: 24, DOB: , Mobile: 8698955176 , Email: , Occupation: Service , Marital status : Unmarried , Address: 403401, H No 46 Near Wamneshwar Temple Dhaavli Ponda Goa, H No 46 Near Wamneshwar Temple Dhaavli Ponda Goa, Durbhat, Ponda, SouthGoa, Goa			

Party Name and Address	Photo	Thumb	Signature
Name: Omkar Ulhas Naik, Age: 24, DOB: , Mobile: 8007458512 Email: , Occupation: Service , Marital status : Unmarried , Address: 403401, H No 167 Agapur Durbhat Ponda Goa, H No 167 Agapur Durbhat Ponda Goa, Durbhat, Ponda, South Goa, Goa			


Sub Registrar

SUB - REGISTRAR
PONDA

Document Serial Number :- 2023-PON-1311



Document Serial No:-2023-PON-1311

Book :- 1 Document

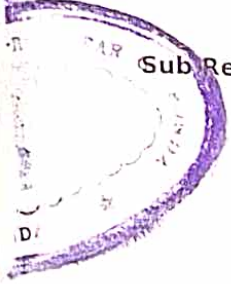
Registration Number :- **PON-1-1260-2023**

Date : 08-Aug-2023



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

SUB - REGISTRAR
PONDA



SGPDA ZON/164/23-24

Date 09/06/2023

LAND USE/ZONING INFORMATION

The zoning of the property bearing Survey No. 172/6-W of Ponda Town of Ponda Taluka, admeasuring 733.00 m² is Settlement S-1 zone (F.A.R. 100) as per ODP – 2028 for Ponda Planning Area.

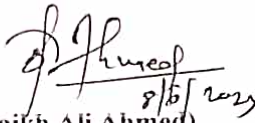
This information is issued based on the application received on dated 07/06/2023 to be read with Note given below: -

This information is valid for Six months from the date of issue of this letter or revision of the respective plan, whichever is earlier.

Processing fees Rs.1,000/- paid vide Receipt No. 0345/04 dated 08/06/2023.



Shri. Lavu Datta Dangui,
H. No. 172/18, Shantinagar,
Ponda, Goa.


(Shaikh Ali Ahmed)
Member Secretary



Note:- The land use/zone information provided is as per ODP – 2028 Ponda in force as on date of issue of the above information and shall not be construed 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, Highway 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 Act.

The permission granted shall be revoked, if any information, plans, calculations, documents and any other accompaniments of the application are found incorrect or wrong at any stage after the issuance of this certificate.

This land use/zonings information is issued on the request of the applicant.



Directorate of Surveys and Land records

Plan

Appln date: 10-2-2023

Ref. No. :1457



Scale 1:1000



172/6-V

172/6-W

172/6-Z

172/6

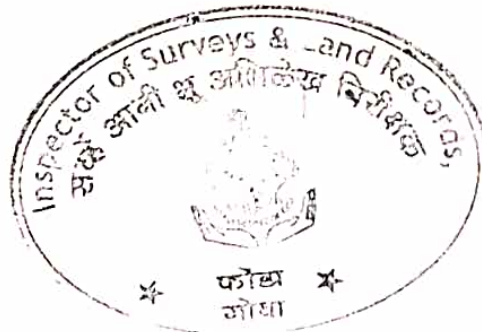


Taluka Name : PONDA

Village Name : Ponda

Survey No. : 172

Subdiv No : 6-W



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This record is computer generated on 13/02/2023 17:05:30 as per Online Ref No.1457. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd. 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://egov.goa.nic.in/dslr>.