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For CITIZENCREDIT CO-OP. BANK LTD.

Authorised Signatory



2022-BRZ-323H

AGREEMENT FOR DEVELOPMENT AND SALE

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THIS AGREEMENT FOR DEVELOPMENT AND SALE is made and entered into on this 7th day of July, 2022 at Mapusa, Goa.

BETWEEN

A] DR. MEENACSHI PHILOMENA MARTINS e SHUKLA
(Having Adhar Card 100.229190501216,
PAN: ; Mobile No.:)), daughter of
Dr. Jose Francisco Xavier Antonio Martins alias Dr. Jose
Francisco Martins, aged 62 years, Married, Occupation:
Psychiatrist/ Physician, and her husband;

BI MR. ANURAG SHUKLA (Having Adhar Card Mobile PAN:.... No. No..., son of late Dr. Bhanudev Shukla, aged 61 years, Occupation: Engineer, Married, both Indian Nationals, residents of 1017, Shriwada, Alto Porvorim, Bardez, North Goa, Goa, hereinafter referred to as the "VENDORS/PARTY OF THE FIRST PART/OWNERS", (which expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include their representatives, executors, heirs. administrators, successors and assigns) of the ONE PART.

AND

C] M/S.OCEANPRIDE REAL ESTATE DEVELOPER
LLP.(LLPIN:ABA-(); PAN:/ a Limited
Liability Partnership duly constituted /formed under the
Limited Liability Partnership Act, 2008, having its
registered office at C.S.No. 37K, Omkar Enclave Penthouse,
E Ward, Tarabai Park, Kolhapur -416001, represented
herein by its Partners; (1) MR. UDAY GOVIND MORE
(Having Adhar Card No. 5 - 5;PAN:
Mobile No. 7 - 5 - 5;PAN:
Mobile No. 7 - 5 - 5 - 5;PAN:

resident of RS No. 2100K/152/17E Ward, Flat No.601, Saptak Building, Mahadik Vasahat, Gur Market Yard, Kolhapur, Maharashtra - 416005; (2) MR. SOURABH DINESH CHITNIS (Having Adhar Card No. Mobile No. 3020011515), son of Mr. Dinesh Vinayak Chitnis, aged 35 years, Occupation: Business, Married, Indian National, resident of Rajas Mali Colony Taluka, Karvir, e ward, 1182/126 Rajarampuri, Kolhapur Maharashtra - 416008; (3) MR. SHINDE (Having Adhar Card AJITRAO AMOL Mobile PAN: No. No.2222111720, son of Mr.Ajitrao Baburao Shinde, aged 45 years, Occupation: Business, Married, Indian National, resident of CSN 37K E Ward, Omkar Enclave, Pent House, Eagle Factory Samor, Tarabai Park, Kolhapur City, Karvir Kolhapur, Maharashtra 416012, duly authorized in terms of resolution passed in the Meeting of the Partners held on as the to hereinafter referred 01/07/2022, SECOND OF THE "PURCHASER/PARTY PART/DEVELOPER", (which expressions shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its administrators, executors, representatives, successors and assigns) of the OTHER PART.

WHEREAS there exists a property known as "NILSICHO VODDO" or "ZORCHEM VERICA" or "ZORICHEM VERICA", situated at Paitona, Salvador-do-Mundo, Bardez, Goa, enrolled in the Revenue Office for Matriz Predial under No. 679, surveyed for Record of Rights under No. 140/6 of Village Salvador-do-Mundo, Taluka, Bardez, District of North Goa, State of Goa, hereinafter, referred to as the "said Property" and is more particularly, described in SCHEDULE - I hereunder, written and mentioned.

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AND WHEREAS the records reveal that the said Property belonged to Dr. Jose Francisco Xavier Antonio Martins alias Dr. Jose Francisco Martins and his wife Dr. Esmina Francisa Gomes e Martins and as such, the name of Dr. Jose Francisco Martins was reflected in the Form I & XIV in respect of Survey No. 140/6 of Village Salvador-do-Mundo, Taluka Bardez. The said property originally belonged to Dr. Jose Francisco Xavier Antonio Martins alias Dr. Jose Francisco Martins who was married to Dr. Esmina Francisca Gomes Martins under the regime of communion of assets.



AND WHEREAS subsequently, upon the death of said Dr.Esmina Francisa Gomes Martins Deceased"), a Deed of Succession dated 19/02/1982 was drawn in Book No. 615 at page 36 onwards before the Office of the Civil Registrar Cum Sub Registrar and Notary Ex Officio, Panaji, Ilhas, Goa, whereby, being declared as the sole and universal heirs of the said deceased, said Dr. Jose Francisco Xavier Antonio Martins alias Dr. Jose Francisco Martins being the widower of the said deceased became the moiety holder/ half sharer in the assets left behind by the said deceased and the remainder half share in the assets left behind by the said deceased got devolved upon her two children namely; Meenacshi Philomena Martins and Susruta Agnelo Paula Gomes Martins. Consequently, said Dr. Jose Francisco Xavier Antonio Martins alias Dr. Jose Francisco Martins and said Meenacshi Philomena Martins and Susruta Agnelo Paula Gomes Martins (the "said Owners") became seized of the ownership and possession in respect of the said Property, amongst others.

AND WHEREAS having noticed that the part of the said Property was falling in the residential zone and the remaining part thereof falling in Orchard Zone, one Mr.Nitin Balaji Virginkar, alias Mr.Nitin Balaji Virjinkar,

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approached the said Owners and offered to subdivide the part of the said Property falling in the residential zone into sub divided plots for sale. Accordingly, the said Dr. Jose Francisco Xavier Antonio Martins alias Dr. Jose Francisco Martins, said Shri. Susruta Martins, said Meenacshi Philomena Martins and her husband, Shri. Anurag Shukla entered into agreement for sale dated 07.12.1990 (the "said Agreement") whereby, part of the said Property was agreed to be sold to said Mr.Nitin Balaji Virginkar, alias Mr.Nitin Balaji Virjinkar on the terms and conditions as contemplated therein.



AND WHEREAS in terms of the said Agreement the said Mr. Nitin Balaji Virginkar, alias Mr. Nitin Balaji Virjinkar was also authorized to enter into agreement for sale for the sub-divided plots and to receive advances of consideration and to facilitate the same, separate instruments of Power of Attorney were also executed in favour of said Mr.Nitin Balaji Virginkar, alias Mr.Nitin Balaji Virjinkar which included (a) Power of Attorney dated 08/12/1990 executed by said Dr. Jose Francisco Xavier Antonio Martins alias Dr. Jose Francisco Martins, said Shri. Susruta Martins; (b) Special Power of Attorney dated 1/07/1991executed by said Meenacshi Philomena Martins and her husband, Shri. Anurag Shukla. For the sake of brevity, said Power of Attorney dated 08/12/1990, said Special Power of Attorney dated 1/07/1991 are together referred to as the "said Power of Attorney Instruments".

AND WHEREAS pursuant to the said Agreement and the said Power of Attorney Instruments, said Mr. Nitin Balaji Virginkar, alias Mr. Nitin Balaji Virjinkar obtained the necessary approvals from the concerned authorities on 10.01.1992, the change in Zone of the said Property to Settlement Zone was also, approved and notified in Government Gazette Sr. III No. 45 dated 06.02.1992 page

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no. 592 at Sr. No. 13. While the permission for subdivision was granted by North Goa Planning & Development Authority on 21.02.1992, the total of 6 plots having a total area of 2127.75 sq. Mts. was approved and an area of 772 sq.mts. was approved for internal roads totally admeasuring 7375 sq. mts. The final NOC was issued by Village Panchayat of Salvador-do-Mundo on 31.03.1992.

AND WHEREAS another instrument of Power of Attorney dated 18/03/1992 also, stood executed by Mrs. Bina Sushrut Martins i.e. spouse of said Shri. Susruta Martins in favour of said Mr. Nitin Balaji Virginkar.

AND WHEREAS as said Dr. Jose Francisco Xavier Antonio Martins alias Dr. Jose Francisco Martins, said Shri. Susruta Martins, said Meenacshi Philomena Martins and her husband, Shri. Anurag Shukla desired to possess and own certain developed plots in the said Property, said Mr. Nitin Balaji Virginkar, alias Mr. Nitin Balaji Virjinkar expressed his inability to execute Deed of Sale in respect of such Plots in the said Property in favour of said Owners as they themselves were the Owners and therefore, suggested execution of a Deed of Declaration.

AND WHEREAS in foregoing premise, the said Dr. Jose Francisco Xavier Antonio Martins was allotted Plot No. 6 vide Deed of Declaration dated 09.02.1993 and said Mr. Susruta Martins was allotted Plot No. 5 vide Deed of Declaration dated 09.02.1993. Thereafter, by valid sale deeds, said Dr. Jose Francisco Xavier Antonio Martins and said Mr. Susruta Martins, sold their respective plots to third parties.

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AND WHEREAS by Deed of Declaration dated 04.07.1991, said Dr. Jose Francisco Xavier Antonio Martins, his son Mr. Susruta Martins along with his wife, gave no objection to the share amounting to 1/4th of the entire consideration of the said Dr. Meenacshi Philomena Martins Shukla being paid to her, whereby, said Dr. Meenacshi Philomena Martins Shukla in lieu of aforesaid amount, sought allotment of a plot in the said Property. Therefore, said Mr. Nitin Balaji Virginkar, alias Mr. Nitin Balaji Virjinkar vide Deed of Declaration dated 30.10.1999 allotted a Plot 7f admeasuring 1065 sq. mts. forming part of the said Property to said Dr. Meenacshi Philomena Martins Shukla in lieu of her 1/4th share of the consideration amount and in view thereof accordingly, name of said Dr. Meenacshi Philomena Martins stood recorded in occupant column of Form I & XIV in respect of Survey No. 140/6 Village Salvador - do - Mundo, Taluka Bardez against Mutation Entry No.4356 obtained construction license for a residential building in currently, and 7F Plot aforesaid the VENDORS/PARTY OF THE FIRST PART/OWNERS are seized of Construction License under Ref. VP/SDM/Renewal Const. Lic Ref. No. VP./SDM/Renewal Const.Lic.02/2022-23/270 dated 27/05/2022 issued by the Office of the Village Panchayat Salvador - Do- Mundo for construction of Residential Building and compound wall in the aforesaid Plot 7F which is valid till 26/05/2023 (the "said Construction License dated 27/05/2022").

AND WHEREAS for effecting better title in respect of aforesaid Plot No.7f, said Dr. Meenacshi Philomena Martins Shukla instituted a Suit for Declaration before the Court of the Civil Judge Junior at Mapusa being registered as Regular Civil Suit No.225/2019/F (the "said Suit"), which came to be decreed in terms of Judgment and Order dated 1/2/2021 declaring said Meenacshi Philomena Martins and her husband, Shri. Anurag

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Shukla as the rightful owners in possession in respect of aforesaid Plot 7f.

AND WHEREAS the Judgment and Order dated 1/2/2021 has attained finality and as such, the said Meenacshi Philomena Martins and her husband, Shri. Anurag Shukla (i.e. the "VENDORS/PARTY OF THE FIRST PART/OWNERS" herein) are the rightful owners in possession in respect of aforesaid Plot 7f admeasuring 1065 sq. mts. forming part of the said Property, which Plot is hereinafter, referred to as the "said Plot" and is more particularly, described in SCHEDULE-II hereunder, written and mentioned and delineated in red colour boundary line in the plan annexed as ANNEXURE-I hereto.



AND WHEREAS the VENDORS/PARTY OF THE FIRST PART/OWNERS already possess permission under Ref.No.17-A/BAR/350/TCP/2011/1684 dated 31/3/2011 issued by Chief Town Planner, Town & Country Planning Dept., Dempo Tower, 2nd Floor, Patto Plaza, Panaji, Goa under Section 17-A of Town and Country Planning Act, 1974 with respect to the said Plot for cutting of land for Residential Building as per conditions therein.

AND WHEREAS having lawfully seized of ownership and possession of the said Plot, the VENDORS/PARTY OF THE FIRST PART/OWNERS obtained necessary permissions, licenses approvals, and accordingly. commenced construction of residential building and has completed the foundation, plinth and part of the Cold Shell (RCC & Brick plaster) of Lower Ground Floor including the brick work and Slip Ring Water Well in the said Plot, which incomplete construction work is hereinafter, referred to as the "said Existing Incomplete Complex".

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AND WHEREAS the VENDORS/PARTY OF THE FIRST PART/OWNERS have also, already completed the levelling of internal access in the said Plot for approaching /accessing the adjacent Property surveyed under Survey Number 138 sub-division 5 of Village of Salvador Do Mundo, which existing internal access is hereinafter, referred to as the "said Internal Access" and is more particularly, described in SCHEDULE III hereunder, written and mentioned and delineated in red colour boundary line in the plan annexed hereto.

AND WHEREAS the VENDORS/PARTY OF THE FIRST PART/OWNERS have already obtained renewal license for the proposed construction of Residential Building and compound wall in the said Plot issued under Ref. No. VP./SDM/Renewal Const.Lic.02/2022-23/270 dated 27/05/2022 by the Office of Village Panchayat of Salvador-do-Mundo.

AND WHEREAS the VENDORS/PARTY OF THE FIRST PART/OWNERS have already applied for PARTITION of the said Plot on 27/05/2022 before the concerned authorities at Mapusa.

AND WHEREAS the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER have approached the VENDORS/PARTY OF THE FIRST PART/OWNERS with a proposal for the purchase of the said Plot on "AS IS WHERE IS BASIS" for development thereon by way of requisite alteration/modification of the said existing incomplete complex into a complete residential apartments under the name and style "NISARG" (the "said Residential Apartments") for a total consideration of Rs. 1,60, 00,000/- (Rupees One Crore Sixty Lakhs

Only) and the VENDORS/PARTY OF THE FIRST PART/OWNERS have accepted the proposal of the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER and therefore, both the parties have decided to record the terms and conditions of their understanding by way of these presents.

NOW THEREFORE, THIS AGREEMENT FOR DEVELOPMENT AND SALE WITNESSETH AS UNDER:



- 1. That in pursuance of the negotiations aforesaid and for consideration of total sum of 1,60, 00,000/-Sixty Lakhs Only), the (Rupees One Crore FIRST PART OF THE VENDORS/PARTY with the agreed /OWNERS have SECOND THE PURCHASER/PARTY OF PART/DEVELOPER to sell the said Plot to the SECOND THE OF PURCHASER/PARTY PART/DEVELOPER for development on as is where requisite way of by thereon is basis the said existing alteration/modification of incomplete complex into a complete residential apartment under the name and style "NISARG" (the "said Residential Apartments").
- 2. That to give due effect to this Agreement, out of total aforesaid, price consideration SECOND THE PURCHASER/PARTY OF PART/DEVELOPER have effected a part payment of Rs.30,00,000/- (Rupees Thirty Lakhs Only) by way of Cheque No. 000921 dated 07/07/2022 drawn on ICICI Bank, Kolhapur-Branch in favour of the THE FIRST PART OF VENDORS/PARTY OWNERS.

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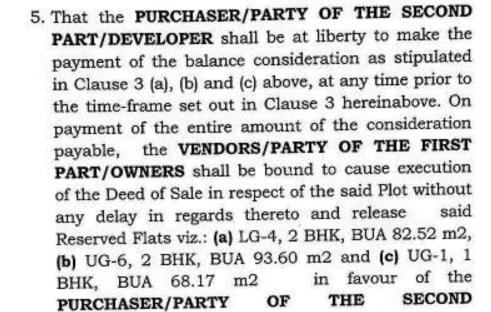
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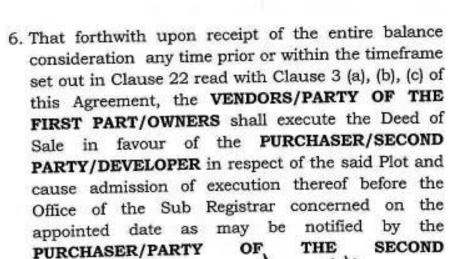
- 3. That the balance consideration of sum of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakhs Only) shall be paid by the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER to the VENDORS/PARTY OF THE FIRST PART /OWNERS by issuing post-dated cheques in the manner as follows:
 - a) Rs. 45,00,000/- vide cheque number 000922 dated 07/11/2022 drawn on ICICI Bank Ltd, Rajarampuri, Kolhapur Branch;
 - b) Rs. 45,00,000/- vide cheque number 000923 dated 07/03/2023 drawn on ICICI Bank Ltd, Rajarampuri, Kolhapur Branch;



- c) Rs. 40,00,000/- vide cheque number 000924 dated 07/05/2023 drawn on ICICI Bank Ltd, Rajarampuri, Kolhapur Branch.
- 4. It is expressly, agreed that the VENDORS/PARTY OF THE FIRST PART/OWNERS shall have the absolute rights of Ownership and possession in respect of completed and habitable Flats at Nos. (a) LG-4, 2 BHK, BUA 82.52 m2, (b) UG-6, 2 BHK, BUA 93.60 m2 and (c) UG-1, 1 BHK, BUA 68.17 m2 along with the respective parking lots (hereinafter, referred to as the "said Reserved Flats" and shown delineated in red colour line in the proposed plan annexed as ANNEXURE-III hereto) in the said Residential Apartment, till such time, the full and final instalment of payments stated in Clause 3 completed/effected, above is the OF THE SECOND PURCHASER/PARTY PART/DEVELOPER shall have no authority to create any third party rights in respect of the said

Reserved Flats. That upon and at the time of receipt of payment of each instalment as stated in Clause 3 (a), (b) and (c) above, the VENDORS/PARTY OF THE FIRST PART/OWNERS shall release said Reserved Flats viz.: (a) LG-4, 2 BHK, BUA 82.52 m2, (b) UG-6, 2 BHK, BUA 93.60 m2 and (c) UG-1, 1 BHK, BUA 68.17 m2 respectively, in favour of the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER.





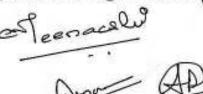
PART/DEVELOPER.

PART/DEVELOPER without any delay and any additional remuneration/costs in respect thereto and in the event of failure of the VENDORS/PARTY OF THE FIRST PART/OWNERS to do so, the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER shall be at liberty to avail appropriate remedial legal recourse under the law before the Courts of competent jurisdiction.

- 7. That until receipt of the balance consideration as per Clause 3 (a), (b) and (c) above, the title in respect of the said Plot shall continue to vest with the VENDORS/PARTY OF THE FIRST PART/OWNERS and that consequent to receipt of the balance consideration as per Clause 3 (a), (b) and (c) above and subsequent, to execution of the Deed of Sale in respect of the said Plot, the title in respect of the said Plot shall vest with the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER.
- 8. That the VENDORS/PARTY OF THE PART/OWNERS shall hand over the physical possession of the said Plot on "AS IS WHERE IS BASIS" for the purpose of construction of said Residential Apartment thereon and as such, grant permission to the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER to enter upon the said Plot with full right and authority to commence, carry on and complete development thereof, in accordance with the permission & terms herein mentioned. The said permission under this Agreement to develop the said Plot will be to the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER herein only. PURCHASER/PARTY OF THE the However, SECOND PART DEVELOPER shall be entitled to enter into separate contracts in its own name with building contractors, architects and others for

carrying out the development at its own risk and costs.

- 9. That the VENDORS/PARTY OF THE FIRST PART /OWNERS shall sign the necessary documents to enable the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER to obtain all necessary permissions and sanctions as may be required from all the Competent Authorities in respect of the said Residential Apartments.
- That the VENDORS/PARTY OF THE FIRST 10. PART /OWNERS shall execute a Power of Attorney separately in favour of the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER for submitting applications, requisitions to the various authorities for obtaining permissions, approvals, sanctions, allotment of building or other materials and concerning other matters required statutorily to be done and required in connection with the construction and completion of the said Residential Complex on the said Plot provided that however, the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER undertake not to cause to be done any acts/ deeds or things which may in any way misuse, contravene any rule, law or regulation or to misuse the powers which may be conferred upon the PURCHASER/PARTY OF THE PART/DEVELOPER by the VENDORS/PARTY OF THE FIRST PART /OWNERS in respect of the said Residential Apartments as stated herein above on the said Plot as per this Agreement.
- That the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER shall be solely responsible for registration of the said Residential



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Apartment under RERA and consequently, for all the compliances in furtherance thereto at its own costs and shall keep the VENDORS/PARTY OF THE FIRST PART /OWNERS harmless and indemnified in the event of any violation/non-compliance of any conditions, regulations under RERA.

- 12. That the entire cost of construction of the said Residential Complex including cost of material, labour and expenses, fees for clearances from all the concerned Developmental Authorities under the applicable statutes and fee of the architect and others charges in respect of the said Residential Building shall be borne and paid by the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER.
- 13. That the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER shall not be responsible and/or liable for any outstanding dues if any payable to the third parties by the VENDORS/PARTY OF THE FIRST PART /OWNERS in respect of said existing incomplete construction on said Plot SO. carried out VENDORS/PARTY OF THE FIRST PART /OWNERS and the VENDORS/PARTY OF THE FIRST PART /OWNERS shall keep the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER harmless and indemnified in regards thereto.
- 14. That the said Residential Apartments shall be that of specifications and comprising of amenities, detailed and described in ANNEXURE-IV attached hereto and responsibility of quality and workmanship shall be of the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER, without any



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liability to the VENDORS/PARTY OF THE FIRST PART / OWNERS. That the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER shall utilize the full F.A.R. available in respect of the said plot to be developed.

15. That save and except the obligation of deducing a good and marketable title and incurring such costs as are specifically set out hereinabove, all other costs and taxes which shall include charges to be paid towards the professional fee/charges/costs/taxes to advocates, architects, engineers, contractors, cost of the construction materials including and not limited to cement, bricks, steel, façade, electrical cabling, sanitation pipes, paint, tiling, marble, glass, aluminium used to construct the said Residential Apartments or any other costs which may have to be incurred to complete the construction of the said Residential Apartments in all respects and in compliance with statutory regulations including and not limited to the fee and charges payable for obtaining occupancy certificate of the said Residential Complex from the competent statutory authorities.; all these costs are to be borne by the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER.



PART/DEVELOPER shall be responsible for any defects in the said Residential Apartment noticed up to a period of one year from the date of completion thereof and shall be liable to rectify the same to the satisfaction of the purchasers/owners of the flats in the said Residential Apartment and shall be liable for any claims arising out of any such defects. However the same shall be applicable when no civil alteration

or modifications are carried out on the flats in the said Residential Apartment by their respective Purchasers/Owners.

OF THE FIRST PART/OWNERS being made liable for any loss by a third party during the construction period on account of the problem, if any in construction aspects, the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER agree and undertake to indemnify the VENDORS/PARTY OF THE FIRST PART/OWNERS against all claims. PURCHASER/PARTY OF THE SECOND PART/DEVELOPER will bear all such losses, damages, costs including costs of defending any such action and the like, that may be relating to construction aspects.



18. That the property tax till the execution of this Agreement shall be payable bv the VENDORS/PARTY OF THE FIRST PART /OWNERS and proof of such tax payment shall be furnished by the VENDORS/PARTY OF THE FIRST PART /OWNERS to the PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER at the time of execution of this Agreement. Any property tax payable thereafter, shall be the liability of the PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER and shall be paid by the OF THE SECOND PART/ PURCHASER/PARTY DEVELOPER till the completion of said Residential Building in all respects.

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19. The VENDORS/PARTY OF THE FIRST PART /OWNERS agrees to execute, sign and deliver the documents/ conveyances viz; Agreement Sale/Transfer/Assignment, Deed of Sale/ Transfer/Assignment etc. as Confirming Party as may be required for conveying Flats/dwelling units in the said Residential Apartments in favour of the intending purchasers or nominee PURCHASER/PARTY OF THE SECOND PART/ **DEVELOPER** upon the construction being completed by the PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER until the satisfaction of the entire balance consideration price as specified in Clause 3 (a), (b) and (c) above. It is hereby, specifically, agreed that the PARTY OF THE FIRST PART /OWNERS shall not claim any remuneration for execution of the aforesaid documents and all the expenses whatsoever for the transfer of the flats in the said Residential Apartment shall be borne and paid by the PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER its nominee(s)/intending purchaser(s) except for the "said Reserved Flats" namely; Flats Nos. (a) LG-4, 2 BHK, BUA 82.52 m2, (b) UG-6, 2 BHK, BUA 93.60 m2 and (c) UG-1, 1 BHK, BUA 68.17 m2 duly completed and habitable along with the respective parking lots.

PART/OWNERS shall issue irrevocable, unconditional consent/ No Objection Certificate as may be necessary in favour of the prospective purchaser/s for availing financial assistance from any banking or non-banking financial institutions for purchase of flats in the said Residential Apartments by way of mortgage whether registered or otherwise, in respect of such flat/dwelling unit in the said Residential Building. The PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER undertakes not

to encumber or create any third party rights in respect of the said reserved flats till the entire amount payable under this Agreement is paid by the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER to the VENDORS/PARTY OF THE FIRST PART/OWNERS.

that agreed expressly, 21. SECOND THE OF PURCHASER/PARTY PART/DEVELOPER shall have the exclusive rights to take bookings and consequently, sell, assign, convey, transfer, grant any and/or all the Flats in the said Residential Apartment to the Prospective Purchasers and as such, receive sale consideration from the Prospective Purchasers in respect of such Flats sold by the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER, except the said Reserved Flats being released as per clause 4 above and in compliance with all applicable rules, regulations, statutes in force in the State of Goa including RERA wherein, the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER shall be deemed PROMOTERS as defined in RERA. The SECOND THE OF PURCHASER/PARTY PART/DEVELOPER shall not hand over the physical possession of the Flats sold in the said Residential Apartment to the prospective Purchasers until the entire balance consideration amount is paid to the VENDORS/PARTY OF THE FIRST PART /OWNERS as stipulated in Clause 3 (a), (b) and (c) above.

22. The PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER shall make remittance of the entire balance consideration amount on or before 10 months from the date of execution of these presents, time being the essence of the contract and the VENDORS/PARTY OF THE FIRST PART

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/OWNERS shall cause execution and admission of execution of Deed of Sale in respect of the said Plot OF THE in favour of PURCHASER/PARTY SECOND PART/ DEVELOPER before the Office of the Sub Registrar concerned on the appointed date as may be notified by the PURACHSER/PARTY OF **DEVELOPER** to SECOND PART/ FIRST PART / VENDORS/PARTY OF THE OWNERS. Consequently, the absolute ownership and possession in respect of said Plot, except the internal access more specifically detailed in clause 25 below and shall be governed by provision of the with shall vest Clause 25 below. PURCHASER/PARTY OF THE SECOND PART / DEVELOPER and thereafter, the VENDORS/PARTY OF THE FIRST PART /OWNERS shall be relieved of its obligation of being Confirming Party to any conveyance as may be executed in respect of any flats/dwelling units sold to intending Purchasers.



That consequent to transfer of ownership and 23. possession of said Plot in favour of the PURCHASER/ PARTY OF THE SECOND PART/ DEVELOPER, the VENDORS/PARTY OF THE FIRST PART /OWNERS shall issue irrevocable consent, NOC in favour of the PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER for effecting mutation entry in record of rights in respect of said by due process of law appropriate/competent authorities. Further, as the VENDORS/PARTY OF THE FIRST PART/OWNERS have already commenced with the partition proceedings in respect of the said Plot before the appropriate/competent authorities at Mapusa, the benefit of effecting such partition of said Plot shall accrue to the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER. Further costs, if any, will be borne the PURCHASER/PARTY OF THE

SECOND PART/DEVELOPER as in case of Clauses 12 and 29 of this Agreement.

24. That the VENDORS/PARTY OF THE FIRST PART /OWNERS shall not interfere with or obstruct in any manner with the construction of work for the said Residential Building. The VENDORS/PARTY OF THE FIRST PART /OWNERS shall extend all the cooperation as requisitioned by the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER for effective implementation of the present Agreement in all respects.



25. It is expressly agreed by and between the parties hereto that, the existing 6 (Six) meter wide internal access which serves as an access to property surveyed under Survey Number 138 Sub Division 5 of Village of Salvador Do Mundo, (hereinafter, referred to as the "said Internal Access" and more, particularly, described in SCHEDULE-III hereunder, written and mentioned and as delineated in the red colour in the plan annexed as ANNEXURE-II hereto) shall be reserved in the said Plot and it shall be the condition precedent that the condition of reservation of said internal access in the said Plot for approaching /accessing the adjacent Property surveyed at Survey Number 138 Sub-division 5 of Village of Salvador Do Mundo shall be incorporated in all Agreements for Sale/Transfer/Assignment and incidental Deeds of Sale/Transfer/Assignment and/or such other conveyances so, executed in the respect of sale of the Flats in the said Residential Apartments in favour of thereof Purchasers without the claim/demand/contest/dispute in respect thereto at any given point of time hereafter, forever for all legal purposes.

That this agreement shall not to be deemed to 26. between partnership constitute VENDORS/PARTY OF THE FIRST PART /OWNERS and the PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER and shall not be deemed to bind the parties hereto except for the terms The herein. specifically recorded PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER shall solely be liable and responsible for any liability in connection with the construction of flats in the said Residential Apartments in the said Plot. The PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER shall be solely responsible from the date of this instrument of Agreement for various expenses, taxes such as water charges, property tax, and electricity bills in respect of said Residential Building.

In case there is any accident in the aforesaid 27. Building. Residential construction PURCHASER/PARTY OF THE SECOND PART/ DEVELOPER shall be fully responsible for all the consequences of the same under the Workmen Compensation Act or any other acts in force. If the OF THE FIRST PART VENDORS/PARTY /OWNERS is ordered to attend a court or is requested or his/her presence is required by any other authority in this connection, he/she will PURCHASER/PARTY OF THE the empower SECOND PART/ DEVELOPER to attend the court/authority concerned on his/her behalf and the PURCHASER/PARTY OF THE SECOND PART/ compensate to the DEVELOPER agrees VENDORS/PARTY OF THE FIRST /OWNERS fully in case an adverse order is passed or any compensation is ordered to be paid by the VENDORS/PARTY OF THE FIRST OWNERS by any court, judicial authority or any

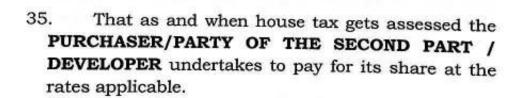
other competent authority. The VENDORS/PARTY OF THE FIRST PART /OWNERS are Landowners only and will not be subject to any Civil or Criminal Liability on account of any negligence or accident during development process. The entire liability in respect thereto is on PURCHASER/PARTY OF THE SECOND PART / DEVELOPER.

- 28. the that expressly, agreed PURCHASER/PARTY SECOND OF THE PART/DEVELOPER as also, its individuals partners shall be jointly and severally liable, in the event of any default and/or breach of performance of any of the obligations under these presents by the PURCHASER/PARTY SECOND OF THE PART/DEVELOPER.
- 29. That all costs towards stamp duty, registration charges, processing fees of this Agreement and any other paper relating to this agreement shall be borne by the PURCHASER/PARTY OF THE SECOND PART /DEVELOPER.
- building materials and equipment used or to be used shall remain at the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER risks and the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER shall not be entitled to any compensation from the VENDORS/PARTY OF THE FIRST PART /OWNERS for any damages, loss or destruction of such works or material or equipment arising from the any cause whatsoever.

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- 31. If until the completion of said Residential Apartments, in case any damage or harm occurs to the adjourning properties, neighbours, the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER shall be fully responsible for all the consequences.
- 32. That the PURCHASER/PARTY OF THE SECOND PART/DEVELOPER declare that on being satisfied with the title of the VENDORS/PARTY OF THE FIRST PART /OWNERS in respect of the said Plot, the present Agreement is executed.
- 33. That notwithstanding anything contained in Clause 32 above and /or under this Agreement, the VENDORS/PARTY OF THE FIRST PART /OWNERS has declared that the VENDORS/PARTY OF THE FIRST PART /OWNERS is fully seized of ownership and possession of the said Plot and as such, fully empowered to enter into the transaction contemplated herein and therefore, in the event of any challenge, contest, dispute by any third parties including any claim of co-ownership or claim of any other rights in respect of the said Plot at any given point of time, either by way of right of pre-emption or otherwise, all such claims shall be duly settled by the VENDORS/PARTY OF THE FIRST PART / OWNERS, keeping the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER harmless and indemnified against all losses arising out of any defects in title of the VENDORS/PARTY OF THE FIRST PART /OWNERS in respect of the said Plot. The PURCHASER/PARTY OF THE SECOND PART / DEVELOPER have done due diligence and being satisfied with their enquiries are desirous of executing this Agreement.

That the VENDORS/PARTY OF THE FIRST 34. PART /OWNERS have declared and assured the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER that said Plot is free from all sorts of encumbrances, i.e., mortgage, charges, gifts, wills, exchanges, attachments, injunction notice prior agreement to sell/collaboration agreement and shall also keep the said Plot free from all sorts of encumbrances till the completion of the said Residential Building. Whatsoever if it will be ever proved otherwise, the VENDORS/PARTY OF THE FIRST PART /OWNERS shall be liable and responsible for making good all losses, which may be suffered incurred, undergone and sustained all by PURCHASER/PARTY OF THE SECOND PART/DEVELOPER as a result thereof. That the PURCHASER/PARTY OF THE SECOND PART / **DEVELOPER** shall be responsible for any eventuality or consequences arising out of the structural defects. Appropriate remedial measures to rectify such defects or remove such irregularities at the earliest shall be taken. The PURCHASER/PARTY OF THE SECOND PART / DEVELOPER shall also apply and obtain the electricity and water connections, etc., from the competent authority/authorities concerned at its own cost.



36. That the VENDORS/PARTY OF THE FIRST PART /OWNERS shall hand over all the original title documents of the said Plot to the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER upon payment of complete payment of

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balance consideration as stipulated in Clause 3 (a), (b) and (c) above.

- 37. Term: The term of these presents shall be 18 (Eighteen months) effective from the date of extension of the existing construction license (i.e. "said Construction License dated 27/05/2022") as also, issuance of permission for the revised plan and /or issuance of any other permissions /licenses by the concerned Authorities whichever is later, for commencement of the said Residential Apartment. The term hereof is subject to extension by a written agreement between the parties hereto to that effect.
- 38. That the said Residential Building shall be completed and finished in all respects within 18 months effective from the date of extension of the existing construction license ("said Construction License dated 27/05/2022") as also, issuance of permission for the revised plan and /or issuance of any other permissions /licenses by the concerned Authorities whichever is later for commencement of the said Residential Apartment, except for reasons beyond PURCHASER/PARTY OF THE SECOND PART / DEVELOPER's control such as strikes, war. riots and natural calamities and due to any unforeseen circumstances like drastic changes in hindrance caused by concerned laws and authorities.
- 39. The Parties hereto shall be entitled to enforce specific performance of these presents in accordance with provisions of law.

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- 40. During the subsistence of these presents, both the parties hereto shall not enter into any independent transaction transfer, of sale, conveyance, lease etc. in respect of the said Plot.
- 41. Force Majeure. No failure or omission by VENDORS/PARTY OF THE FIRST /OWNERS or the PURCHASER/PARTY OF THE SECOND PART / DEVELOPER in the performance of any obligation under these presents shall be deemed a breach of these presents or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of VENDORS/PARTY OF THE FIRST PART **/OWNERS** PURCHASER/PARTY OF THE SECOND PART / DEVELOPER, as the case may be, including but not restricted to acts of God, acts or omissions of government, or any agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions. strikes, pandemic, endemic etc., provided that the party relying on this Clause, shall forthwith after any such event give written notice to the other party of its inability to perform such obligation and the reasons therefore. If force majeure continues for a period of more than three (3) months, without the parties hereto being able to develop an alternative satisfactory arrangement, then either party has the option of immediately terminating these presents, unless otherwise agreed in writing signed by both the parties hereto.

Assignment. Neither parties shall transfer or 42. assign these presents or any part thereof without the advance written consent of the other.

- 43. Separate Provisions. If any provision of these presents shall be held to be invalid, illegal or unenforceable by operation of law otherwise, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 44. Waiver. The failure of a party to insist upon strict adherence to any term of these presents on any occasion shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of these presents. Any waiver must be in writing on mutually accepted terms.
- 45. Arbitration: In the event of any dispute or difference between the parties arising from or relating to anything contained in these presents, including any dispute or difference arising on the termination of these presents, such dispute or difference shall be referred to the Arbitration of single Arbitrator, be appointed to VENDORS/PARTY OF THE FIRST PART /OWNERS. The Arbitration shall be conducted in Goa in accordance with the provisions of the Arbitration Act, 1996 including any subsequent amendments thereto.

46. It is expressly, agreed by and between the parties hereto that the present Agreement shall be binding on the successors in interest of all the parties hereto.

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- 47. The said Plot is valued at Rs.1,60,00,000/(Rupees One Crore Sixty Lakhs Only) and these,
 present being Agreement of Development and Sale,
 the applicable Stamp Duty thereon at the rate of 2.9%
 amounting to Rs.4,64,000/- (Rupees Four Lakhs
 Sixty Four Thousand Only) is paid herewith.
- 48. That No Objection has already been issued by Senior Town Planner, Town and Country Planning Dept., Government of Goa, District Level Office, Mapusa, Goa under Ref.No.DB/11527/99/864 dated 28/7/99 for final sub division in respect of said Plot being 7f amongst others. That Village Panchayat of Salvador Do Mundo, Bardez, Goa vide its letter under Ref. No.VP/SDM/NOC/99-2000/425 dated 25/8/99 has granted final N.O.C. for sub division of the said Plot being 7f amongst others in view of N.O.C. issued under Ref.No.DB/11527/99/864 dated 28/7/99 by Senior Town Planner, Town and Country Planning Department, Mapusa, Goa.
- 49. That in view of letter under Ref.No.:TBP/TECH-GEN/188/SDM/TCP-2022/4005 dated 04/07/2022 (alongwith enclosures thereto) issued by the Dy. Town Planner, Office of the Senior Town Planner, Town & Country Planning Dept., North Goa District Office, 302, Govt. Building Complex, Mapusa, Bardez, Goa, in favour of Meenacshi Martins Shukla (i.e. the Vendor/Party of the First Part/Owner at Sr.No.A above), TCP NOC is not required under Section 49 (6) of the Town and Country Planning Act for registration of deed in respect of the said Plot.

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Plan

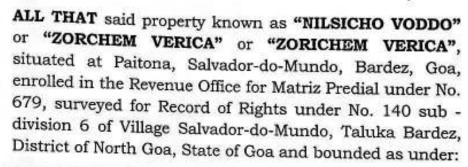
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50. Entire Agreement: This Agreement constitutes entire understanding between the parties hereto pertaining to the subject matter hereof and supersedes all prior understandings, agreements whether oral or written between the parties hereto pertaining to the subject matter hereof.

SCHEDULE-I

(DESCRIPTION OF THE "SAID PROPERTY")



On the North:	By road;
On the South:	By nullah;
On the East:	By property bearing Survey No.140/7; and,
On the West:	By property bearing Survey No.140/5.

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SCHEDULE-II

(DESCRIPTION OF THE "SAID PLOT")

ALL THAT said Plot of land being Plot No. 7f, admeasuring 1065 sq. mts. forming part of the property known as "NILSICHO VODDO" or "ZORCHEM VERICA" or "ZORICHEM VERICA", situated at Paitona, Salvador-do-Mundo, Bardez, Goa, surveyed under Survey No. 140/6 of Village Salvador-do-Mundo and bearing Matriz Predial No. 679, which plot is bounded as under:

On the North:	By Plot No. 7a and cul de sac;	
On the South:	By Nullah;	
On the East:	By open space, road and Cul-de-sac road;	
On the West:	By Plot No.140/5.	

The said Plot is shown delineated in red colour in the Plan annexed as ANNEXURE-I hereto.

SCHEDULE-III

(DESCRIPTION OF THE "SAID INTERNAL ACCESS")

ALL THAT the existing 6 (SIX) meter wide internal access in the said Plot is reserved for approaching /accessing the adjacent Property surveyed under Survey Number 138 sub - division 5 of Village of Salvador Do Mundo.

The said Internal Access is shown delineated red colour in Plan/Layout annexed as ANNEXURE-II hereto.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on these presents on the date, month and year hereinabove first mentioned.

SIGNED AND DELIVERED

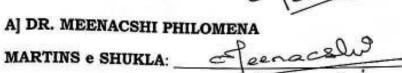
BY THE WITHIN-NAMED

"VENDORS/

PARTY OF THE FIRST PART /

OWNERS"

A] DR. MEENACSHI PHILOMENA



Sr.Nos.	Left Hand Finger Imprints	Right Hand Finger Imprints
1		
2		
3		
1		
5.	63	



B] MR. ANURAG SHUKLA:

	Left Hand Finger Imprints	Right Hand Finger Imprints
1		
2		
3		
4		
5		

Ome Allila Miles



SIGNED AND DELIVERED

BY THE WITHIN-NAMED

"PURCHASER /PARTY OF THE SECOND PART/

C]M/S. OCEANPRIDE REAL ESTATE DEVELOPER LLP

Through its partners:



For,Oceanpride Real Estate Developer LLP

Oppose

Partner

(1) MR.UDAY GOVIND MORE:

Sr.Nos.	Left Hand Finger Imprints	Right Hand Finger Imprints
1		amprints .
2		
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5	3	

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For Oceanpride Real Estate Developer LLP

Dortnor

(2) MR. SOURABH DINESH CHITNIS:

Sr.Nos.	Left Hand Finger Imprints	Right Hand Finger Imprints
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1		



For,Oceanpride Real Estate Developer LLP

Partner

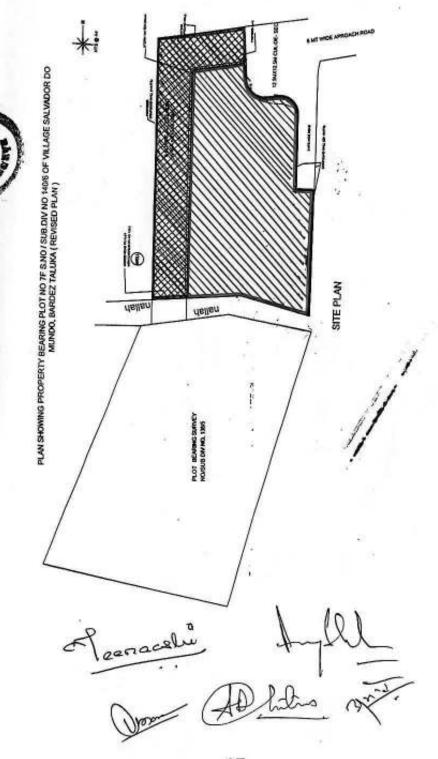
(3) MR. AMOL AJITRAO SHINDE:

Sr.Nos.	Left Hand Finger Imprints	Right Hand Finger Imprints
1		
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3		
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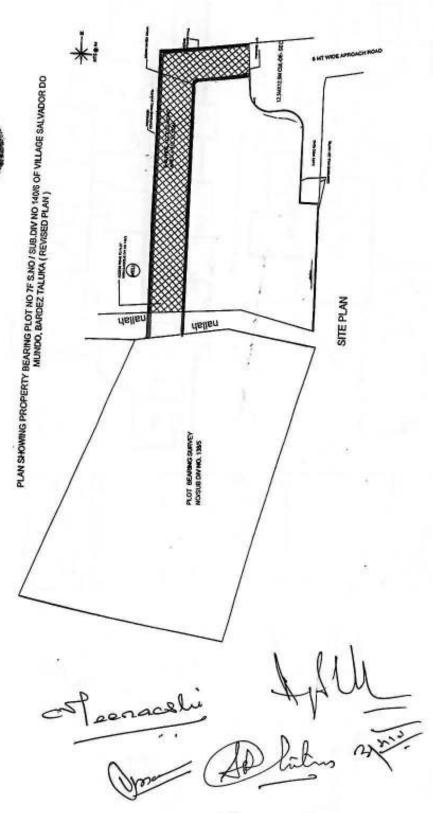
IN PRESENCE OF WITNESSES:	Josh
1. Adv. Sarvesh P. Naik 2. Adv. Neha D. Mayenkar	1 Mayorla
Renaceli	Agrey
Orman AD	litio again



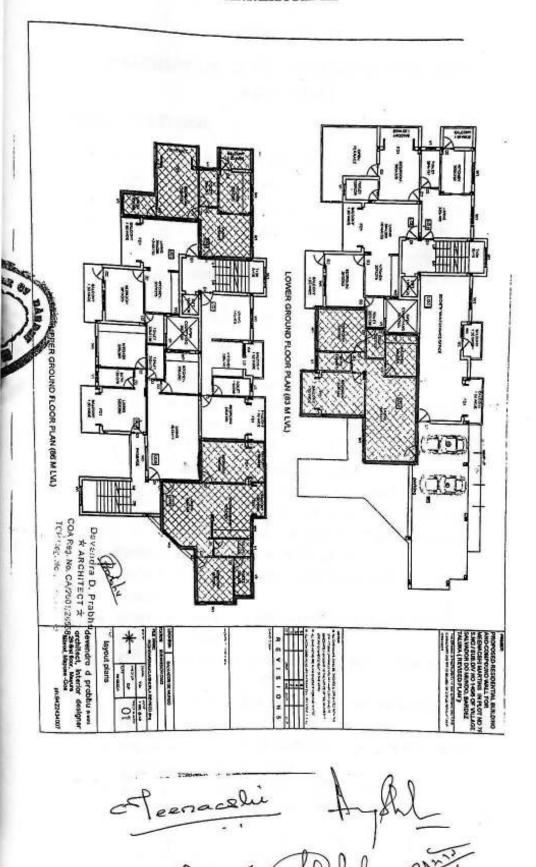
ANNEXURE-I



ANNEXURE-II



ANNEXURE-III



ANNEXURE -IV

(DESCRIPTION OF THE SPECIFICATIONS AND AMENITIES)

SPECIFICATIONS:

- Earthquake resistant RCC frame structure
- External walls 150 mm thick AAC blocks
- Internal walls 100 mm/ 150 mm thick AAC blocks External walls: 2 coats of cement plaster with
- Internal walls: 1 coat of cement plaster with wall
- Ceiling : 3 coats putty finish
- Tiling:
 - > ROOMS : 600 mm * 600 mm Premium vitrified tiles flooring
 - ➤ KITCHEN : 450 mm * 600 mm Premium Tiles for dado
 - BATHROOM : 450 mm * 600 mm Premium Tiles for Walls
 - Antiskid flooring of 300 mm *300mm for bathroom, utilities, terraces, balconies
 - Natural stone in staircase and passages
- Granite Kitchen top with SS sink
- Main Entrance : Teak wood frame and door with branded fittings
- · Internal doors : Laminated flush doors with branded fittings
- · Bathroom entrance: Waterproof doors with granite frame
- · French doors : For terrace, balconies and utility (Powder coated)
- Window: Anodized Aluminium windows with M.S. grills and mosquito nets
- Sanitary fittings: CERA/ JAGUAR/ OR Equivalent
- : JAGUAR OR Equivalent C P fittings

- Electrification : Cables Phenolex or equivalent and Legrand or Equivalent switches
- Provision of AC and Inverter points Paints: External: Apex Paint and Internal: Acrylic

AMENITIES

- Ample covered parking
- CC TV security systems
- Tremix concrete in driving and parking area Lift with battery back up
- Private well with ample water
- Noise free residential project
- Lush green surroundings

2012-BRZ-3234 12/07/2022

OCEANPRIDE REAL ESTATE DEVELOPER LLP

CIN NO - ABA-0770

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE PARTNERS OF M/S. OCEANPRIDE REAL EASTATE DEVELOPER LLP IN ITS MEETING HELD ON 1ST DAY OF JULY,2022 IN THE MEETING OF THE DESIGNATED PARTNERS, AT REGISTERED OFFICE: C.S.NO. 37K, OMKAR ENCLAVE PENTHOUSE, E WARD, TARABAI PARK, KOLHAPUR - 416001 OF THE LLP.

The Agenda in respect of purchase of Plot of land being Plot No. 7f, admeasuring 1065 sq. mts. forming part of the property known as "NILSICHO VODDO" or "ZORCHEM VERICA" or "ZORICHEM VERICA", situated at Paitona, Salvador-do-Mundo, Bardez, Goa, Surveyed under Survey No. 140/6 of Village Salvador-do-Mundo and bearing Matriz Predial No. 679, bounded on On the North: By Plot No. 7a and cul de sac; On the South:By Nullah; On the East:By open space, road and Cul-de-sac road; and,On the West: By Plot No.140/5 (hereinafter, referred to as the "said Plot") was taken up, and after due discussions, it was

RESOLVED THAT sanction be and is hereby granted to the LLP to enter into agreement for development and sale in respect of the said Plot, draft of which having placed in the meeting is hereby approved.

RESOLVED FURTHER THAT, (1) MR. UDAY GOVIND MORE (Having Adhar Card No. 5; PAN; A. W. Moroza; Mobile No. son of Govind Gopal More, aged 49 years, Occupation Business, Married, Indian National, resident of RS No. 2100K/152/17E Ward, Flat No.601, Saptak Building, Mahadik Vasahat, Gur Market Yard, Kolhapur, Maharashtra - 416005; (2) MR. SOURABH DINESH CHITNIS (Having No.____; PAN: 9923941515), son of Mr. Dinesh Vinayak Chitnis, aged 35 years, Occupation: Business, Married, Indian National, resident of Rajas 1182/126 e ward, Mali Colony Taluka, Karvir, Rajarampuri, Kolhapur Maharashtra -416008; and (3) MR. AMOL AJITRAO SHINDE (Having Adhar Card No....., Mobile No......), son Mr.Ajitrao Baburao Shinde, aged 45 years, Occupation: Business, Married. Indian National, resident of CSN 37K E Ward, Omkar Enclave, Pent House, Eagle Factory Samor, Tarabai Park, Kolhapur City, Karvir Kolhapur, Maharashtra 416012 being the PARTNERS of the LLP be and are hereby, authorized to enter into sign and execute the aforementioned Agreement for Development and Sale in respect of the said Plot for and on behalf of the LLP and lodge the same for registration and cause admission of execution



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OCEANPRIDE REAL ESTATE DEVELOPER LLP

CIN NO - ABA-0770

thereof before the Office of the before the Office of the Sub Registrar of Bardez at Mapusa for and on behalf of the LLP.

RESOLVED FURTHER THAT the aforesaid Partners be and are hereby authorised to execute all such deeds, documents and other writings as are necessary or required to comply with all the formalities in respect of aforementioned Agreement for Development and Sale as may be required for registration and causing admission of execution thereof before the Office of the before the Office of the Sub Registrar of Bardez at Mapusa for and on behalf of the LLP.

M/S. OCEANPRIDE REAL EASTATE DEVELOPER LLP

TIDAY GOVIND MORE) PARTNER

For M/S. OCEANPRIDE REAL EASTATE DEVELOPER LLF

(SOURABH DINESH CHITNIS)

For M/S. OCEANPRIDE REAL EASTATE DEVELOPER LLP

(AMOL AJITRAO SHINDE)

PARTNER



2022-BRZ-3234

12/07/2012







OFFICE OF THE SENIOR TOWN PLANNER

Town & Country Planning Dept., North Goa District Office, 302, Govt. Building Complex, Mapusa, Bardez - Goa.

Ref No.: TPB/TECH-GEN/188/SDM /TCP-2022/4005

Dated C

04./96/2022

To,

Meenacshi Martins Shukla, 1017, Shriwada Paitona, Alto Porvorim Goa.

Sub: NOC for Sale Deed.

Ref: Your application received under Inward no.4008 dtd. 30/06/2022.

Sir,

With reference to above cited subject, this is to inform you that pursuant to amendment in section 49(6) of the Town & Country Planning Act in year 2018, the instructions and guidelines are issued by Chief Town Planner on various occasions. The same are being followed by the authority in processing the applications received for seeking under section 49(6) of the Town & Country Planning Act for registration of Deeds.

The photocopy of guidelines are enclosed herewith which itself are self - explanatory.

Yours faithfully,

(Zaidev R. Aldonkar) Dy. Town Planner

Encl:- As stated above.

1808018/18. (B) MA CANDERAN.

Ref. No., 21 1. TCP 2018 605
Town & Courtry Planning Depi Government of Goe 2nd Floor, Dempo Tower, Patto Plaza, Panaji, Goa Pate: 28/03/2018

ORDER

The following instructions and guidelines are issued for processing the application for NOC under Section 49 (6) of the Town and Country Planning Act for registration of deeds:

No Sanction or NOC is required in the following cases.

- 1. Plots which are as per or tallying with the Survey Plan, issued by Survey Department.
- Plots having approval from Planning and Development Authority or Town and Country Planning Department.
- If the sub-division of land or making or layout of any property resulted from right of inheritance within a family.
- Mortaging immovable property in favour of any financial institution notified by Government by a Notification in the Official Gazette.

II. Cases wherein NOCs can be issued without insisting for formal sub-division approval.

- In case NOC is sought for part of a property divided by way of Government intervention i.e. by way of Road, Canal, railway or any other land acquisition, applications shall be considered for NOC.
 - In case, the piot proposed for NOC for Sale Deed and remaining part of said Survey No.
 are more than 4000m2 each in Settlement areas, the application could be considered for
 approval subject to availability of access to partitioned land and remaining part.
 - In case NOC is sought for plot whose area is left out area after deducting area for mundear/ordered by competent Authority or for balance area of the property pursuant to registration of sale deed of remaining portion prior to 22/03/2018.
 - In case, plot area for consideration is the area available after leaving out area for public uses as per Statutory Plans.
 - Part areas of properties which are being purchased for deriving access to land locked properties.
 - 6. Purchase of small strips of land from adjoining properties in order to make available setbacks, or to accommodate FAR etc., provided that such adjoining property, shall not be rendered unsuitable or make it less than the minimum plot size/area, provided further that such purchase would not amount to areas larger than 4,000m2 to be reduced to less than 4,000m2.
 - For re-sale of plots which have been duly registered, prior to 22/03/2018, but not partitioned.

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III. Cases where sub-division approval under Goa land Development and Buit

For all other cases, other that what specified in Para I & II the Department will have I insist the applicants to apply for sub-division of land as per Goa Land Development and Building Construction Regulations -2010. In case the land falls in Settlement zone. application will have to be dealt as per the standards of internal roads and open spaces as "... the said Regulation. In case of land facing public road/directly accessible by public roads having area less than 4,000m2, approval could be considered as per the standards of plots specified in sub-division Regulations and after reserving road widening area, without insisting for provisional approval. In case the land under reference is falling in the agricultural land, sur division application will have to be considered as per the Regulations with minimum plot ar

For cases where sub-division approvals have been granted provisionally with pio: size, of minimum 4,000m2, but final approval has not been granted, NOC for sale could be granted.

IV. General instruction on receiving application.

The application under Section 49 (6) of the Act shall be preferred in the respective istrict/Taluka level offices. Application under 49 (6) shall be made by the owner of the land on his Power of Attorney holder who is selling the property in the prescribed format along with copies of Survey Plan, Form I & XIV, approved sub-division plan, Site Plan showing area proposed for sale and relevant ownership documents. Processing fee as prescribed shall b

Any difficulties arising out from time to time shall be brought to the notice of the undersigned for appropriate decision.

> (Rajesh J. Naik) Chief Town Planner (Planning)

To, D

- 1) The Chief Town Planner (Land Use), TCP Dept., Panaji Goa.
- The Chief Town Planner (Administration), TCP Dept., Panaji Goa.
- 3) All District/Taluka level offices of the TCP Department.



Town Planner
Town and Country Planning Department
Tiswadi Talaka
Inward No. 354
Date of Receipt. 6, 2, 2019

Office of the Chief Town Planner (Planning)
Town & Country Planning Department
2rd floor, Dempo Tower, Patto Plaza,

Panaji – Goa.

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Ph:2437352, Fax:2437351

Date: 06 02/2019

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ORDER

Ref:- Order No. 21/1/TCP/2018/605 dated 28/3/2018

Further to Order dated 28/3/2018, the following additional instructions/ guidelines are issued for processing the applications for NOC under Section 49(6) of the Town and Country Planning Act.

1) Guidelines issued vide Order dated 28/3/2018 for registration of deeds shall include registration of sale deeds, gift deeds, mortgage deeds, lease deeds of land, agreement for sale of land.

It is reiterated that any of the above means of registrations involves transfer, assign, limit or extinguish the right of title or interest of any person in respect of full property as per survey plan or for plots having approval for sub-division, there will not be any requirement NOC as envisaged under Section 49(6) of the Act.

Further the following additional guidelines are issued to be incorporated in Section I, and IV of the Order dated 28/3/2018.

Registration of sale deeds of undivided share of land in respect of plots which are as per survey plan and plots approved by the Town and Country Planning Department and Planning and Development Authorities.

Section II

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8) If the registration or NOC sought is in respect of legitimate mundcars, NOC could be granted upto their entitlement as per Mundcarial (Protection from Eviction) Act or for larger area upto 600m2 per house, provided additional area more than the entitlement, shall not cause the total balance area to be rendered less than 4000m2. In case the plots being purchased by legetimate mundcar, cannot get the required set backs due to practical difficultues, NOC for registration of deeds could be granted with set backs less than requirement.

Similarly, in case of land having group of old houses including mundcarial houses shown in the survey plan, relaxation in the guidelines could be considered on the merit of each case by Chief Town Planner (Planning) in respect of granting NOC for sale of remaining

area after reserving sufficient parcel of land for mundcars and after ensuring the regulation on open space requirement is not violated.

9) If the NOC sought is for the part of the property naturally divided by plots sold earlier (prior to 22/3/2018) NOC could be granted for registration of remaining parts of plots on either sides. Similarly if NOC is sought for the remaining part of the property leaving the plot area sold earlier (prior to 22/3/2018) grant of NOC could be considered whether the area sold is partioned or not.

10) If plots are formed by way of approved layout by PWD and Village Panchayat/Municipal Council.

Section III

While considering the sub-division approval under Goa Land Development and Building Construction Regulations-2010, area sold/reserved for mundcars could be excluded for calculation of open spaces subject to approval of Chief Town Planner (Planning) subject to limitation of area and criteria as per point No. 8 of Section II.

Similarly, if a property is divided by roads other than public roads but being used by public and certified by the local body to be treated as roads required for public, the area affected by the road including its proposed widening areas could be exempted from area calculation and the land can be considered to have two or more parcels as naturally divided for area calculation for the purpose of open space requirement.

In case of part development of properties are involved, Department need to insist for Conversion Sanad only in respect of area proposed for development. However, recreational open space as per requirement shall be reserved with the guidance of Section 12.4 (g) of Goa Land Development and Building Construction Regulations, 2010. For development or sale of one residential plot upto 500m2 area from an original property having area upto 4000m2 and two residential plots having area not more than 500m2 each in case of part development of property bigger than 4000m2, provisional approval for sub-division need not be insisted and approval for sub-division of land could be issued at one stage by insisting access conditions and open space requirements as per standards.

> (Rajesh J. Waik) Chief Town Planner (Planning)

The Chief Town Planner (Land Use), TCP Dept., Panaji – Goa.

The Chief Town Planner (Administration), TCP Dept., Panaji – Goa.

3) All District/Taluka level offices of the TCP Department. (1500 cect)

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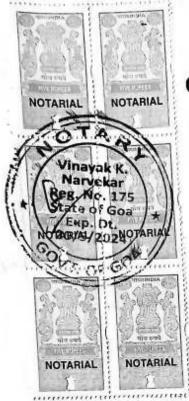
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Vinayak K. Narvekar Advocate & Notary State Of Goa (india) 31st January Road, Panaji-Goa. Mob.:9604164389

Reg No.: 2813/22 Date: 7/7/2022



Ph. 217821.



Village Panchayat of Salvador Do Mundo

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18. No. VP | SDM | NOC | 99-200/425-

Date \$5/8/99

shri. N.B. Virginkar, c/o. Amol Navelkar, Joshi Buidding (2), Angod, Mapusa - Goa.

Vinayak K. Narvekar Reg. No. 17

State of Goa

END. Dt. 20/5/2024

Vinavorie II. Naryckar Sub: Final N.O.C for Sub-division and amalgamation of plots 4, 5 & 6 of Sy.No.140/6 at Salvador-

. Met separation

do-Mundo village. rolling

sir,

With reference to your application dated 18-1-98 this is to inform you that, the final N.O.C for Sub-division and amalgamation of plots 4, 5 & 6 on plot No.7a to 7f of survey No.140/6 of village Salvador-do-Mundo is hereby granted to you in view of N.O.C issued under No.DS/11527/99/864 dated 28-7-99 from the Senior Town Planner, Town & Country Planning Department, Mapusa-Goa, on the following conditions.

1) The permission is recommended as per the plans hereby nnexed.

e permission is liable to be revoked if it is based on lse information/wrong plans/calculations/documents or my other accompaniments of the applications are found to be incorrect or wrong at any stage.

3) Any change to be effected to the approved plans prior permission has to be obtained.

4) Prior permission of Chief Town Planner is to be obtained for any cutting or filling if any.

5) Copy of land conversion for change of use of land issued by Dy. Collector, North, Mapusa will have to be produced before recommendation of construction of buildings in

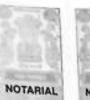
the said plot.

Yours faithfully,

V. P. SALVADOR DO MUNDO

SECRETARY

V. P. SALVADOR DO MUNDO





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Vinayak K. Narvekar Advocate & Notary State Of Goa (India) 31st January Road, Panaji-Goa. Mob.:9604164389

Reg No.: 2812/22 Date: 7/7/2022





Government of Goa

Document Registration Summary 2

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

ni Date & Time : - 12-Jul-2022 01:06:45 pm

marrient Serial Number :- 2022-BRZ-3234 Presented at 01:01:51 pm on 12-Jul-2022 in the office of the Office of the Civil Registrar-cum-Sub

istrar, Bardez along with fees paid as follows

	es paid as follows Description	Rs.Ps
		464000
1	Stamp Duty	480000
-	Registration Fee	1880
	Processing Fee	
	Total	945880

Stamp Duty Required :464000/-

Stamp Duty Paid: 464000/-

Presenter

nter	Photo	Thumb	Signature
Party Name and Address Uday Govind More Partner Of Oceanpride Real Estate Developer LLP ,Father Name:Govind Gopal More,Age: 49, Marital Status: ,Gender:Male,Occupation: Business, Address1 - RS No 2100K-152-17E Ward Flat No 601 Saptak Building Mahadik Vasahat Gur Market Yard Kolhapur Maharashtra 416005, Address2 - , PAN No.: AFNPM3762R			Owe-

Execut	ter	Photo	Thumb	Signature
	Party Name and Address Meenacshi Philomena Martins E Shukla , Father Name:Dr Jose Francisco Xavier Antonio Martins Alias Dr Jose Francisco Martins, Age: 62, Francisco Martins, Age: 62, Marital Status: Married , Gender:Female, Occupation: Doctor, 1017 Shriwada Alto Porvorim Bardez North Goa Goa, PAN No.: ACXPM9306L		長	Devada
2	PAN No.: ACAM PAN No.: ACAM Anurag Shukla , Father Name:Dr Bhanudev Shukla, Age: 61, 61, Marital Status: Married ,Gender:Male,Occupation: Engineer, 1017 Shriwada Alto Porvorim Bardez North Goa Goa, PAN No.: ABAPS2818K		1.4	X S

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r.NO	Party Name and Address	Photo	Thumb	Signature
3	Uday Govind More Partner Of Oceanpride Real Estate Developer LLP , Father Name:Govind Gopal More, Age: 49, Marital Status: ,Gender:Male,Occupation: Business, RS No 2100K-152-17E Ward Flat No 601 Saptak Building Mahadik Vasahat Gur Market Yard Kolhapur Maharashtra 416005, PAN No.: AFNPM3762R		7016	Op-
4	Sourabh Dinesh Chitnis Partner Of Oceanpride Real Estate Developer LLP , Father Name:Dinesh Vinayak Chitnis, Age: 35, Marital Status: ,Gender:Male,Occupation: Business, Rajas 1182-126 e ward Mali Colony Taluka Karvir Rajarampuri Kolhapur Maharashtra 416008, PAN No.: AHDPC4397E		N. Suka	
5	Amol Ajitrao Shinde Partner Of Oceanpride Real Estate Developer LLP , Father Name: Ajitrao Baburao Shinde, Age: 45, Marital Status: ,Gender: Male, Occupation: Business, CSN 37K E Ward Omkar Enclave Pent House Eagle Factory Samor Tarabai Park Kolhapur City Karvir Kolhapur Maharashtra 416012, PAN No.: APIPS1516E			ON WILL.

Whitess:
We individually/Collectively recognize the Vendor, Purchaser, Authorized Representative,

6/NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Neha Damaji Mayenkar, Age: 33, DOB: , Mobile: 8329587742 , Email: , Occupation: Advocate , Marital status : Married , Address: 403102, H No 1110 Near Devaki Krishna Temple Madel Chorao North Goa Goa, H No 1110 Near Devaki Krishna Temple Madel Chorao North Goa Goa, Chorao, Tiswadi, North Goa, Goa	Ò		Makeule
2	Name: Sarvesh Pandurang Naik, Age: 39, DOB: ,Mobile: 8975266983 ,Email: ,Occupation: Advocate , Marital status : Married , Address: 403406, H No 261/1 Deulwada Sancordem Dharbandora Goa, H No 261/1 Deulwada Sancordem Dharbandora Goa, Sancordem, Dharbandora, SouthGoa, Goa	1	W.	John

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Date: 12-Jul-2022

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

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