

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये
रु.1000

ONE THOUSAND RUPEES
Rs.1000



गोवा GOA

Serial No 266 Place of Vendor, Panaji Date 12/9/2020

Value of Stamp Paper 1000

Name of Purchaser Anant Laxmi J. Jons

Residence Mano. M. Bed Name of Father

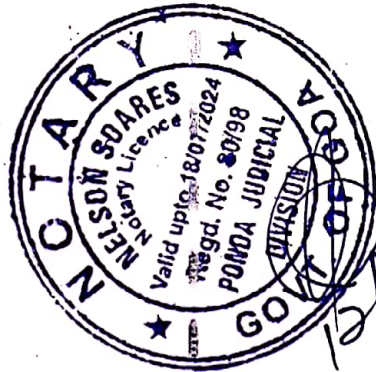
Purpose _____ Transacting

Parties:

Sign of Stamp Vendor
Mangala N. Karapurkar
License No AC/STP/VEN/747/99

Sign of Purchaser

562514 .



AGREEMENT FOR DEVELOPMENT AND SALE

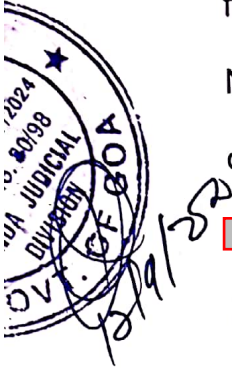
THIS AGREEMENT FOR DEVELOPMENT AND SALE is made on this 12nd day of September, 2020 at Borim Ponda Goa.

_____ _____

_____ _____

BETWEEN

1) M/s. AVISHKAR ENTERPRISES, A sole Proprietorship firm , through it's Sole Proprietor MRS. Ujwala Keshav Naik, wife of Mr. Keshav Naik, 42 years of age, married, occupation business, Indian National, PAN No. [REDACTED], Adhar Card No [REDACTED], residing at H.No.1/25, Siddheshwar Nagar, Talsai, Borim, Ponda Goa, hereinafter referred to as hereinafter referred to as the "THE OWNER ", (which expression shall be deemed to include their heirs, legal representatives, nominees, executors, successors, assignees, administrators and/or representatives) OF THE FIRST PART;



AND

1) M/s. ANANT LAXMI AND SONS VENTURES PRIVATE LIMITED, A Registered company incorporated under the Registrar of Companies Act 1956 under No. U45209GA2020PTCO14471, Bearing Pan card No. AATCA9468L, through it's Managing Director, Mr. Sham Anant Shetye , son of Mr. Anant R. Shetye 46 years of age, married, occupation business, Indian National, PAN

Sham Anant Shetye

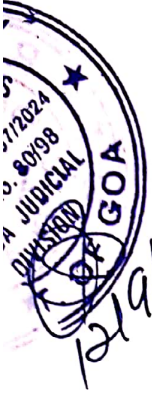
No. [REDACTED] Adhar Card No. [REDACTED] resident of 1834/1, samrudhi sanskruti Bangalow, Near Goa Assembly Complex Porvorim Bardez Goa, appointed vide resolution No. 2020/2 dated 12/09/2020, hereinafter referred to as the "THE DEVELOPER/BUILDER", (which expression shall be deemed to include its legal representatives, nominees, executors, successors, assignees, administrators and/or representatives) OF THE SECOND PART;



AND WHEREAS there exists an immovable property known as " SAVARCATTO" admeasuring an area of 7850 Sq.mtrs. situated at Borim , within the limits of village Panchayat of Borim ,Taluka and Registration Sub district of Ponda, District South Goa, State of Goa, under Survey No. 32/1 of Village Borim, Ponda, Taluka, not registered in the land registration, nor enrolled in the taluka revenue office , which property is more particularly described in Schedule I herein after written and herein after referred to as the Said Property.

Handwritten signature

AND WHEREAS the said property originally belongs to Mr .Vinaeca Zoiram Porobo Dessai and his wife Anusuiabai Dessai .



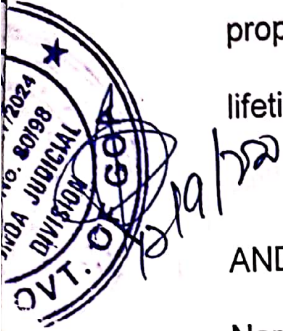
AND WHEREAS Smt. Essodabai Porobo wife of Esvonta Xaba Porobo Saucar as a widow, purchase the said property from the said Mr .Vinaeca Zoiram Porobo Dessai and his wife Anusuiabai Dessai by Deed of sale dated 19th day of November 1952, duly executed before the Notary of Ponda Court Shri. Rajaram V.S. Borco under Book of Deeds No. 303 at folio 44 Reverse.

AND WHEREAS the husband of late Essodabai by name Esvonta xaba Porobo died on 18th day of November 1924 leaving behind him his widow the said Smt. Essodabai Porobo wife of Esvonta Xaba Porobo Saucar who had no children of their own.

AND WHEREAS the said Esvonta Xaba Porobo Saucar during his lifetime by a deed of adoption dated 22/06/1925 adopted as her son one Mr. Narayan Rogunath Porobo, son of her brother-in-law by name Rogunath Shobha

Handwritten signatures:
-kNaek
Narasheya

Porobo , giving his the name of Naraina Esvonta Porobo alias Narayan Yeshwant Porobo to whom she gifted all her properties reserving the usufruct to herself during her lifetime.

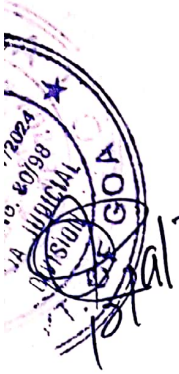


ANDWHEREAS the said Naraina Ragunath Porobo@ Naraina Esvonta Porobo also Known as Narayan Yeshwant Prabhu was married to laxmibai N. Porobo and out of this Marriabe they had three children by name) Yashwant Narayan Porobo,) Subhash Narayan Porobo and Mr. Gopinath Narayan Porobo.

AND WHEREAS, one Vaman Raghunath Porobo who was bachelor, brother of the Mariana Raghunath Porono, by deed of adoption dated 15/8/1941 adopted his nephew i.e. the son of his brother Naraina Rogurata Porobo by name Gopinath Narayan Porobo and by the said deed dated 15/8/1941 gifted al his properties with the reservation of usufruct who thereafter came to be known as Gopinath Vaman Porobo.

Wheek *Subhash*

AND WHEREAS, the said parties took the name of Sawkar as their surname and have been using the same along Prabhu Sawkar ever since.

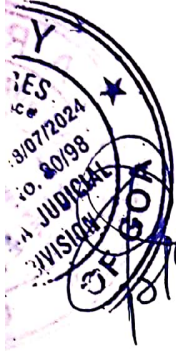


AND WHEREAS, wife of Mr. Gopinath Vaman Prabhu Sawkar, namely Mrs. Sarita Gopinath Prabhu Sawkar, predeceased Mr, Gopinath Vaman Prabhu Sawkar, who passed away on 3/7/1987 on whose death inventory proceedings were taken out in the civil court of Ponda under inventory proceedings no: 11/1987 wherein her entire share which would devolve to her was allotted to her husband namely Mr. Gopinath Vaman Prabhu Sawkar and as such he became the exclusive owner of all the properties which was inherited by him from his ancestors.

AND WHEREAS on the death of the said Essodabai Yeshwant Porobo, no inventory proceedings were instituted in the court of the civil judge senior Division Ponda to prove the inheritance of the said Essodabai Yeshwant Porobo to the vendors herein but the said properties came to be enjoyed as stated above without the objection of any other heirs and as such the same are

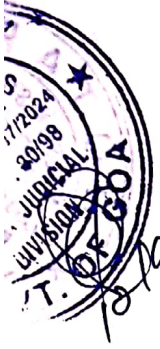
W. Chel...

surveyed in their names since the year 1973 onwards without any encumbrances or rights of third parties to the same.



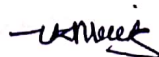

AND WHEREAS, the wife of Narayan Porobo Sawkar, by name Mrs. Laxmibai Narayan Porobo Sawkar having expired left behind her only three children namely) Yeshwant Narayan Porobo since deceased along with his wife il) Subhash Narayan Porobo and) Mr. Gopinath Narayan Porobo whose names figures in the occupants column of survey no. 32/1 of village Borim of Ponda Taluka, Ponda Goa. AND WHEREAS on the death of the said Yeshwant Narayan Prabhu Sawkar and his wife Yeshodabhai Yeshwant Prabhu Sawkar, inventory proceedings were instituted by his brother namely Mr. Subhash N.P. Sawkar herein above, in the court of the dy judge senior Division Ponda under inventory proceedings no. 36/2011/A in which proceedings all the properties belonging to the said late Shri Yeshwant Narayan Prabhu Sawkar were described in the list of assets at serial no. 1 to 204 out of which the above right to the property described above came to be identified under item no. 200

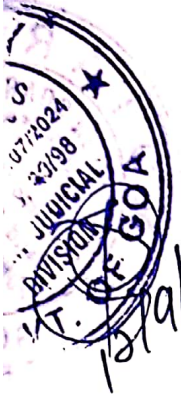
Subhash N.P. Sawkar



in the said inventory proceedings and in the chart of allotment the above property along with other properties were wholly allotted to said Subhash Narayan Prabhu Sawkar married to Mrs. Sukanti S.P. Sawkar by the final judgment and order dated 13/12/2011 without any appeal and accordingly, Mr. Subhash Narayan Prabhu Sawkar along with his wife became the sole and exclusive owners of the share of the said late Yeshwant N.P. Sawkar and his wife,

AND WHEREAS said Gopinath Waman Prabhu Sawkar alias Gopinath Waman Sawkar alias Gopinath Waman Porono Saucer alias Gopinath Vaman Sawkar, passed away on 14/4/2018 in the status of widower without executing any will or disposition of his last wish in respect of his estate leaving behind him Mrs. Sulbha Sandesh Prabhu Desai, Shri. Sandesh Vitha Prabhu Desai, Mrs. Leena @Lina Prasanna Prabhu Dessai, Mast. Prasad alias Rajiv Prabhu Desai, Mrs. Vijaya Satyajit Prabhu Dessai, Swapnil Satyajit Prabhu Sawkar Prabhu Dessai as his only legal heirs.



AND WHEREAS upon his death, Deed of succession dated 20th June 2018 drawn before the Office of the Civil Registrar cum Registrar and special Notary Ponda, Goa, which is came to be recorded at pages 10V to 12V of the Book No.421, wherein it is declared that Mrs.Sulbha Sandesh Prabhu Desai, Shri. Sandesh Vitha Prabhu Desai, Mrs. Leena @Lina Prasanna Prabhu Dessai, Mast. Prasad alias Rajiv Prabhu Desai, Mrs. Vijaya Satyajit Prabhu Dessai, Swapnil Satyajit Prabhu Sawkar Prabhu Dessai are only the universal legal heirs of deceased namely Mr. Gopinath Waman Prabhu Sawkar.

AND WHEREAS the OWNER herein has purchased the said property from the said Mr. Subhash Narayan Prabhu Sawkar, Mrs. Sukanti Subhash Prabhu Sawkar, Mrs.Sulbha Sandesh Prabhu Desai, Shri. Sandesh Vitha Prabhu Desai, Mrs. Leena @Lina Prasanna Prabhu Dessai, Mast. Prasad alias Rajiv Prabhu Desai, Mrs. Vijaya Satyajit Prabhu Dessai, Swapnil Satyajit Prabhu Sawkar Prabhu Dessai by Deed of sale dated 18/7/2018, registered before the sub Registrar of Bardez under No. PON_BK1-01202-2018 dated 24-7-2018.

[Handwritten signature]

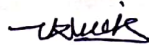
[Handwritten signature]

AND WHEREAS the name of the said M/s. AVISHKAR ENTERPRISES appearing in the occupants column of the Forms I and XIV .

AND WHERAS the party of the second part is desirous of starting a business of construction and development in the state of Goa. As such approach the party of the first part the owner herein.

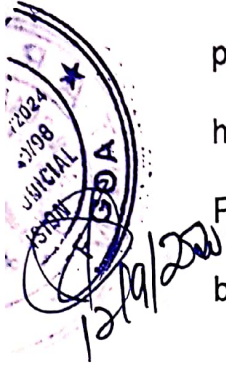
AND WHEREAS the OWENR herein has accepted the request of the DEVELOPER/BUILDER to develop and sale the said project on joint venture basis.

AND WHEREAS parties to this agreement desirous to developing said property, admeasuring an area of 7850 sq.mts., on joint venture basis in ration of 1/3:2/3 one third of the total build up area to the party of the first part and two third the party of the second part therein.





AND WHEREAS the party of the First Part has agreed to allow the party of the Second Part to develop the said property on the joint venture Basis and the Second Party has agreed to pay consideration in kind to the First Party on the terms and conditions mentioned herein below.



NOW THIS AGREEMENT FOR DEVELOPMENT AND SALE WITNESSETH AND IT IS DECLARED AND AGREED BY AND BETWEEN ALL THE PARTIES HERETO AS UNDER:

1. That the First Party shall allow the Second Party to develop the said settlement portion of land admeasuring 7850 sq. mts., the same being more fully described in the Schedule II herein under written and marked in red in the Plan annexed hereto, which plot forms the part and parcel of the entire by constructing thereon buildings comprising of Bungalow/Duplex, Villas/Flats and/or Apartments of whatsoever nature for and on behalf of and at the cost of the Party of the Second Part and the

[Handwritten signatures]

consideration of the said plot shall be paid in kind by the Second Party to the First Party as per agreed in this Agreement.



2. That both the parties herein has agreed to do the said joint venture .
3. That the developer/builder in consideration of the said joint development agrees to complete and hand over the 10 bungalow admeasuring an area of 150 sqmtrs. Of build up area to the owner herein.
4. That the owner herein has permitted the developer to retained or sale 20 Nos. bungalows 150 sqmtrs each.
5. That its is also agreed that the common area like swimming pool, club house and all the other common amenities shall be remain jointly and maintaince shall be paid to the maintenance society jointly by the respective parties as per its contributions.

Handwritten signatures and initials.

6. On the execution of this Agreement, the Owners shall grant to the Developers licence to enter upon the said property as per licensees only for enabling them to develop the said property subject to the payment of the part consideration amount to the Owners as set out hereinabove, That the Second Party shall be entitled to float any scheme for construction of building/flats/premises whatsoever in the Plot agreed to be developed which shall be at the cost of the second Party.

7. The Second Party shall be also entitled to advertise such scheme on the newspapers and/or through any other media and enter into any Agreement/s with any person whomsoever.

8. That the Second Party shall be entitled to apply building licences and permits, their renewals, extension required for a proposed building in the said plot from any department of Government, Semi Government or Quasi Government, Agency authority,

A handwritten signature in black ink is written over a circular stamp. The stamp contains a star and some illegible text. The signature appears to be 'S. S. S. S. S.'.

Revenue Court inclusive of local authority Village Panchayat in the name of the owners.



9. That the First Party have delivered to the Second Party all the documents pertaining to the titles of the said plot and the Second Party have investigated into the title of the First Party however, inspite of the above there is any defect in the title of the First Party the same shall be cleared by the First Party.

10. That the party of the first part has authorized its representative Mr. Sham Shetye to sign all the documents for obtaining construction license, approvals , permission, and to negotiate, sell, transfer, execute any documents in respect of the prospective sell of the flat/apartments/shop and bungalow and also to represent the party of the first part with any person/ individual, Government offices , village Panchayat or with any organization and executed the power of attorney .

Sham Shetye

11. That in case of any lawful claims by any claimant and/or third party of whatsoever nature in respect to the said plot the same shall be settled by the First Party at their own cost.

12. That if any other dispute arising from the contract between the Second party and prospective Purchaser of the unit, the liability shall be solely of the Second Party including any other liability arising from violation of any building laws, any authorities from Town and Country Planning PDA, any violation of Land Revenue Code, any violation of Building licenses, permission or any laws, rules and regulations relating to the building and construction activities.

13. That the First Party warrant the Second Party that they have not entered into any similar agreement with any Third Party as regards the said plot agreed to be developed nor have created any financial encumbrances on the said plot.



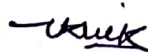
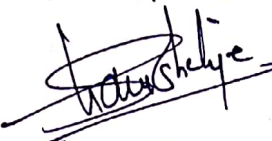
14. That the party of the first part hereby declare that the said plot of land which is granted for the development in not subject matter of any land acquisition.

15. All the expenses for obtaining licenses from PDA, TCP, Panchayat, renewal of Conversion fees ahs paid by the party of the first part however any futher charges to be paid for renewal and revise of liences and approvals , Architectural, Engineering Fees, Stamp Duty, Legal Fees, Registration Fees shall be borne and paid by the Second Party hence forth .

16. That in case if the F.A.R. of the said plot is increased the terms and condition of the agreement shall remain the same for the additional area.

17. That the any expenses towards the additional F.A.R. area shall be born by both the parties .

18. That party of the first part has authorized the party of the second part to sale with prospective purchaser and in case wherever need both the parties herein

are agree to sign all the Agreement with the prospective Purchaser Jointly.

GOA
20/1/20

19. That the party of the second part agrees to complete the said Scheme project within a period of 48 months years from the date of approvals.

20. That the said plot of land is free from all kinds of encumbrances such as prior sales, gift, mortgage, dispute, litigation acquisition, requisition, attachment, in the decree of any Court, lien Court injunction notice, claims demands will, trust exchange, lease, loan surely, security, stay order, prior agreement to sell etc.

21. That the owner is in exclusive possession of the said plot of land and no other party or person has any right, title interest or share thereon.

22. That the said plot of land is not subject matter of any minor.

10/19/20

23. That there are no reservations affecting the said plot of land and the said plot of land falls within the settlement zone and there are no impediments in carrying out construction thereon.

24. That the owner shall authorize the nominee of the builder for the purpose of carrying out the construction and in case if required the owners shall execute the power of attorney for the purpose of development to construct of the proposed the building in the said plot of land.

25. After obtaining all the permission the owners hereby authorized the developer to take the possession of the said plot of land for the purpose of development and the owner shall give the power of attorney to its nominee to sign documents for the purpose of obtaining the approvals and permission from the concerned Departments.

26. That the owner hereby authorize the builder to obtain the water and electricity connection in its

Handwritten signature

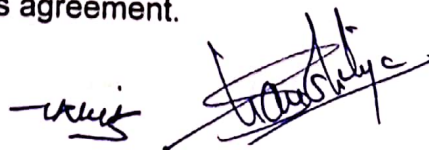
name and shall also sign all such required documents to obtain the such permissions.

27. That the owners hereby agrees to keep available all the original document of the said plot of land for the inspection of the builder or to its nominee .

28. That the second party herein have promised and guarantee that the said project shall be completed within in period of 48 months and handover to the part of the first part with all respect including occupancy certificate swimming pool, main gate, electricity connection and water connection, septic and soak pit, transformer, garden and development of common area.

29. That the owner nor the builder hereby undertakes not to encumber the said property.

30. All the Parties to this Agreement are entitled for specific performance of the terms and conditions and provisions of this agreement.



31. It is hereby agreed that the time is the essence of this contract.

32. That the parties to this Deed are not Belongings to the SC or ST Community and that "The vendors and the Purchaser hereby declare that the property in transaction does not belong to Schedule Caste/Schedule Tribes pursuant to the Notification No. RD/LAND/LRC/77 dated 21.08.1978."

SCHEDULE

All that Property known as "SAVARCATTO" admeasuring an area of 7850 Sq.mtrs. situated at Borim, within the limits of village Panchayat of Borim, Taluka and Registration Sub district of Ponda, District South Goa, State of Goa, under Survey No. 32/1 of Village Borim, Ponda, Taluka, not registered in the land registration, nor enrolled in the taluka revenue office, The said property is bounded as under:

KKK

[Signature]

NORTH: by the property surveyed under survey no. 32/2

SOUTH: by the property surveyed under survey No. 32/2 and
32/8 of village Borim.

EAST: by the property surveyed under survey No. 32/2

WEST: by rain water rivulet and thereafter existing village road

SCHEDULE II

AMENITIES

Car Parking

Landscape Garden

Children Play Area

Swimming Pool

ELECTRICAL and Water supply Network

In House Gym with Club House.

Security.

SCHEDULE – III

STANDARD SPECIFICATIONS AND DESCRIPTION

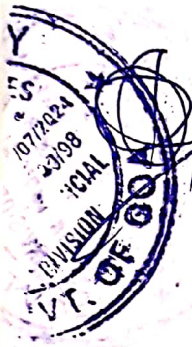
1. STRUCTURE:

It. Is a R.C.C. (Reinforced Cement Concrete)framed
structure of columns, beams and slabs.

2. MASONARY and PLASTER:-

Handwritten signature

The Red stone and bricks masonry and external plaster will be double coat and faced cement plaster. The internal plaster will be in single coat of cement mortar after nail fixing and shall be finished with POP and after proper curing .



3. FLOORING AND WALL TILES :-

The floors WILL BE OF Vitrified double charge tiles with matching skirting 60x60 for floor and 60/30 for wall of nitco/kajari/somani,

4. INTERNAL DÉCOR:

The walls will be painted with plastic .

5. EXTERNAL DÉCOR :

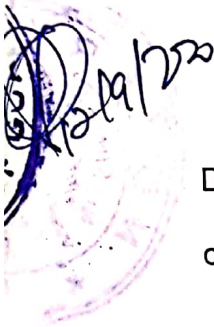
External walls will be painted with Combination of Stone /Texture Paint Finish /Glass.

6. ELECTRICAL INSTALLATION:

All wiring shall be in best quality copper wire concealed in walls and slabs with MCB and the AC TV point in each room including lining room.

MS *12/9/20*

7. DOORS, plumbing , sanitary, electrical fittings , lift ,
and all other common development shall be as per
the joint discussion however it should be of good
quality.

19/20


8. GENERAL:

DEVELOPER shall obtain his electric and water
connection from the respective Government Department.

IN WITNESS WHEREOF both the Parties hereto have
subscribed and affixed their respective signature to this
Agreement at Borim Ponda - Goa , on the day, month and
the Year hereinabove first.

Amic 

SIGNED AND DELIVERED BY
THE WITHIN-NAMED PARTIES OF THE FIRST
PART/OWNERS.



12/9/22
98
HOTS
GOA

Handwritten signature

SCARES
15/10/2024
Regd. No. 80/98
GOA
12/9/22



(Impressions of the right hand finger tips)



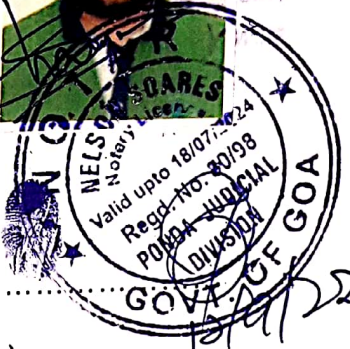
(Impressions of the left hand finger tips)

Handwritten signature

SIGNED AND DELIVERED BY
THE WITHIN-NAMED PARTIES OF THE SECOND
PART/DEVELOPER /BUILDER :



[Handwritten signature]



(Impressions of the right hand finger tips)



(Impressions of the left hand finger tips)

In the presence of :

1. Mr. Karhav B. *[Signature]*
12.9.20

2. Mr. Rama A. Shetty *[Signature]*
12.9.2020

[Handwritten signature]

DO HEREBY ATTEST/THE SIGNATURE'S OF

..MR. *W. G. ...* ..
..MR. *Sham. A. ...* ..
..also admit this *transfer per*
MADE BEFORE ME AND SIGNED BY ME *delivered & sale*

NOTARY OFFICE AT PONDA
THIS 12 DAY OF 09 2020

SR. NO. 7556 THE NOTARY
NELSON SOARES

