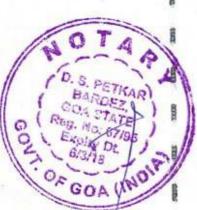


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AGREEMENT FOR DEVELOPMENT AND SALE

THIS AGREEMENT FOR DEVELOPMENT AND SALE is made and entered at Mapusa, Within the Jurisdiction of Bardez Taluka and Registration Sub-District of Mapusa, District of North Goa in the State of Goa, on this 27^h day of July, Two Thousand and Seventeen (27/07/2017.)

BETWEEN

(1) Mrs. ANANDIBAI VYEKATESH JOSHI alias KAMAL JOSHI, w/o Mr. Venctexa Zoixi, 90 years of age, widow, Indian National, holding Election Card bearing No.XOR0287367, r/o Orda, Candolim, Bardez, Goa,





- (2) Mr. PANDURANG (VALLABH) VYENKATESH JOSHI alias PANDURONGA VENCTEXA ZOIXI, s/o Venctexa Pandurang Zoixi alais Vyekatesh Pandurang Joshi, 69 years of age, Unmarried, Retired, Indian National, holding Election Card bearing No.GA/01/007/036124, resident of H.No.1471,Orda, Candolim, Bardez, Goa,
- (3) Mrs. KANCHAN VYENKATESH JOSHI alias SANGEETA SHARADCHANDRA DESPRABHU, d/o late Vyenkatesh Pandurang Joshi aged 68 years, married, housewife, Indian National, holding Aadhaar Card No.5888-3142-3779 and her husband,
- (4) Mr. SHARADCHANDRA ANANDRAO DESPRABHU, s/o Mr. Anandrao Deshprabhu, aged 69 years, married, retired, Indian National, holding Aadhaar Card No.9007-1564-9735, Both the above parties are residents of H.No.4/G/4, Kamat Complex, Tonca, Caranzalem, Tiswadi, Goa,
- (5) Mrs. SHANTI VYENKATESH JOSHI alias SHANTI SATYARANJAN SAVLO KENY, d/o late Vyenkatesh Pandurang Joshi aged 64 years, married, housewife, Indian National, holding Aadhaar Card No.6140-1847-5776 and her husband,
- (6) Mr. SATYARANJAN SAVLO KENY, s/o Mr. Savlo Keny, aged 70 years, married, retired, Indian National, holding, holding Aadhaar Card No.5528-2085-0919, Both the above parties are residents of H. No. 881, Abhyudaya Apart., Vidhyanagar, Margao, Goa,
- (7) Mr. RAJENDRA VYENKATESH JOSHI alias RAJAN VYENKATESH JOSHI, s/o Vyenkatesh Pandurang Joshi, aged 63 years, married, service, Indian National, holding Aadhaar Card No.7828-1458-9003, and his wife,
- (8) Mrs. SNEHA RAJENDRA JOSHI, w/o Rajendra Vyekatesh Joshi aged 58 years, married, housewife, Indian National, holding Aadhaar Card No.6222-3288-1141, Both the above parties are the residents of H.No.1471, Orda, Candolim, Bardez, Goa, hereinafter referred to as the 'VENDORS/ OWNERS' (which expression shall unless repugnant to the context and meaning shall mean and include their heirs, successors, legal representatives, administrators, executors and assigns) of the ONE PART.



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WHEREAS THE PARTIES NO 1 TO 6 AND 8 are represented herein by their attorney Mr.RAJENDRA VYENKATESH JOSHI, duly constituted vide Power of Attorney, Dated: 31-12-2012, executed before the notary public Adv. Madhu R. Redkar, at Mapusa, under Registration No. 411/2013, On 16/01/2013.

AND

MR. ASHOK RAMESH NAIK, s/o late Ramesh Naik, Married, aged 38 years, Business, Indian National, resident of House No. 493/4A, Tarchibhat, Siolim, Bardez – Goa, holder of Pan Card No. AECPN6513K, hereinafter referred to as the 'PURCHASER/DEVELOPER', (which expression shall unless repugnant to the context and meaning shall mean and include his heirs, successors, legal representatives, administrators, executors and assigns) of the OTHER PART.



WHEREAS there exists an immovable property known as "Tarchi Bhatti", bearing Survey No. 171/13 admeasuring 1400 sq. mts, with a house standing thereon, situated in the village of Siolim, Taluka and Sub – district of Bardez, District of North Goa, State of Goa. The said property is described in the Land registration office of Bardez under No 34627 at folio 20(v) of Book B – 89 (N) and enrolled in the Land Revenue Office under no 680 of third division of Siolim, hereinafter referred to as the SAID PROPERTY, more clearly described in the Schedule I hereunder written.

WHEREAS one half of the SAID PROPERTY belonged to Mr. Ananta Zoixi alias Ananta Vitola Zoixi, having purchased it from its erstwhile owners vide a Deed of Sale, dated: 28-10-1936 registered at page 62 reverse of Book No. 428 of the Notary Pinto de Menezes and the same was inscribed as such under No. 28290 at page 27 of Book B5.

AND WHEREAS the other half of the SAID PROPERTY belonged to Mr. Venctexa Zoixi, Roguvira Zoixi and Ramanata Zoixi, having purchased it from its erstwhile owners vide a Deed of Sale dated 28-10-1936 registered at page 62 reverse of Book No. 428 of the Notary Pinto

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de Menezes and the same was inscribed as such under No. 28291 at page 189 of Book B5.

AND WHEREAS Venctexa Zoixi, Roguvira Zoixi and Ramanata Zoixi, were nephews of Ananta Vitola Zoixi.

AND WHEREAS Venctexa Zoixi, Roguvira Zoixi and Ramanata Zoixi were brothers.

AND WHEREAS the said Roguvira Zoxi and Ramanata Zoixi expired as bachelors without any descendents or ascendants but leaving behind his collaterals i.e. his aforesaid brother Venctexa Zoixi as his sole and exclusive heir.

AND WHEREAS in view of the above the said Ananta Zoixi alias Ananta Vitola Zoixi has become entitled to ½ of the SAID PROPERTY and Venctexa Zoixi has become entitled to ½ of the SAID PROPERTY.

AND WHEREAS the house standing on the SAID PROPERTY which constituted 4/6th of the SAID PROPERTY was purchased by one Mr. Alexandre Pinto or Pascoal Sebastiao Alexandre Pinto in a Public Auction.

AND WHERAS 2/6th of the SAID PROPERTY continued to be owned by the said Ananta Zoixi alias Ananta Vitola Zoixi and Venctexa Zoixi in equal proportions.

AND WHEREAS the said Ananta Zoixi alias Ananta Vitola Zoixi and Mr. Panduronga Venctexa Zoixi, purchased the said 4/6th of the SAID PROPERTY from the said Mr. Alexandre Pinto or Pascoal Sebastiao Alexandre Pinto and his wife Mrs. Maria Eloisa Lobo e Pinto, in the ratio that 3/6th share of the SAID PROPERTY was purchased by Ananta Zoixi alias Ananta Vitola Zoixi and 1/6th share of the SAID PROPERTY was purchased by Mr. Panduronga Venctexa Zoixi, vide a deed of sale and discharges dated 27th December, 1951 drawn up at folio 72 to 73 of Book No. 519 of the Notary Public of Bardez, Guilherme Lobo.

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AND WHEREAS therefore Ananta Zoixi alias Ananta Vitola Zoixi came to be the exclusive owner of 4/6th share of the SAID PROPERTY, Mr. Panduronga Venctexa Zoixi came to be the exclusive owner of 1/6th share of the SAID PROPERTY and Venctexa Zoixi came to be the exclusive owner of 1/6th share of the SAID PROPERTY.

AND WHEREAS therefore the heirs of the late Ananta Zoixi alias Ananta Vitola Zoixi came to be the exclusive owner of 4/6th share of the SAID PROPERTY, Mr. Panduronga Venctexa Zoixi came to be the exclusive owner of 1/6th share of the SAID PROPERTY and the heirs of Venctexa Zoixi, which includes Mr. Panduronga Venctexa Zoixi came to be the exclusive owner of 1/6th share of the SAID PROPERTY.

WHEREAS the VENDORS/ OWNERS are the only legal heirs of Venctexa Zoixi alias Venctexa Panduronga Zoixi alias Vyenkatesh Pandurang Joshi, and the same is confirmed by a Deed of Declaration of Heirship, registered with the Notary Public Adv. Madhu R. Redkar, on 16-01-2013, under serial no. 412/2013.

AND WHEREAS the share of the VENDORS/ OWNERS in the SAID PROPERTY was 2/6th, while the share of the MR. SHRIKRISHNA ANANT JOSHI alias XRICRISNA ZOIXI alias SHRIKRISHNA JOSHI, MRS. PREMABAI SHRIKRISHNA JOSHI alias PREMABAI XRICRISNA ZOIXI,MR. VITHAL ANANT JOSHI alias RAJNIKANT ANANT JOSHI,MR. MANOJ VITHAL JOSHI,MR. SHRIPAD ANANT JOSHI alias SHRIPADA ZOIXI,MR. ANANT SHRIPAD JOSHI alias ANANTA SHRIPAD JOSHI,MRS. SUFAL ANANT JOSHI alias SUFALA ANANTA JOSHI,MRS. SULBHA RAGHUVEER JOSHI,MR. RAMAKANT RAGHUVEER JOSHI,MRS. DR. SAVITA G. BHAKTA,MR. LAXMIKANT ANANT JOSHI alias LOXIMICANTA ANANTA ZOIXI ALIAS DATTA ANANT JOSHI, MRS. PRATIMA LAXMIKANT JOSHI alias PRATIMA LAXMIKANT JOSHI, jointly in the SAID PROPERTY was 4/6th.

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AND WHEREAS vide the Deed of Partition, dated 13/02/2013, registered under Serial no.843, Book No.I, Volume No. 961, on 19/02/2013, before the Sub-registrar of Bardez, at Mapusa, the VENDOR/OWNERS and the Family of the late Ananta Zoixi alias Ananta Vitola Zoixi divided the SAID PROPERTY, wherein 2/6 of the SAID PROPERTY admeasuring 500 sq. mts, more particularly described in schedule II hereunder written and delineated in red in the plan annexed hereto came to be absolutely and exclusively allotted and conveyed to the VENDORS/ OWNERS herein, which Plot of land shall hereinafter be referred to as the SAID PLOT for the sake of brevity.

AND WHEREAS the VENDORS/OWNERS have represented to the PURCHASER/DEVELOPER that they are the sole, absolute and exclusive owners of the SAID PLOT and that there is no other person/s who could prove a better title to the same.



AND WHEREAS the VENDORS/ OWNERS are desirous of developing/selling the SAID PLOT and have approached the PURCHASER/DEVELOPER to purchase the same.

AND WHEREAS the VENDORS/OWNERS has declared and represented to the PURCHASER/ DEVELOPERS as under:

- a.) That the VENDORS/OWNERS have been and are in exclusive possession of the "SAID PLOT" more particularly described in Schedule- II, both in title and physical possession and are exclusively entitled to own, hold, possess and/or to deal with the same in any manner and transfer the same including by way of sale to any person of the VENDORS/OWNERS choice without any hindrance whatsoever.
- b.) That the VENDORS/OWNERS title to the "SAID PLOT" is clean, clear and marketable, unencumbered and subsisting.
- c.) The VENDORS/OWNERS has not agreed to sell the "SAID PLOT" or any part thereof to any other person/s or third parties.



- d.) That there is/are no litigation (on-going or otherwise) or any legal proceedings pending before any Court, Tribunal, Forum, Commission, Administrative Authority in respect of the "SAID PLOT".
- e.) That there are no houses or buildings, structures or huts, either owned or possessed by any Mundkar/ Tenants, labourers and or any person/s claiming agricultural tenancy or other rights in the "SAID PLOT".
- f.) That the SAID PLOT is a free plot and is not tenanted or encumbered in any manner.
- g.) That the VENDORS/OWNERS have further declared that they have not encumbered the "SAID PLOT" in any manner whatsoever and that there are no legal impediments pending to effect sale of the "SAID PLOT".



- h.) That no notice(s) and amendments from the Central or State Government or any other local body or authority under any Municipal Corporation Act, Village Panchayat Act, Panchayat Raj Act, Land Acquisition Act or any other acts or any schemes and the Legislative enactments, Government ordinances, orders or notifications including Notice/ Proceeding for Acquisition Requisition or other recovery proceedings under the Income Tax Act, R.B.I, Public Demands Recovery Act or any DRT or any other Acts or statute, law or Regulations including securitization under SEBI Acts and other laws such as the Consumer Protection Act, either before the District forum or the Commission State or National has been received by or levied up on the VENDORS/OWNERS herein in respect of the "SAID PLOT" or any part thereof.
- i.) The VENDORS/OWNERS herein do hereby indemnify and keep indemnified the PURCHASER / DEVELOPER against any defect in the title omission and mischief of any person wrongly claiming any right or beneficial interest in the "SAID PLOT" if pursuant

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to which the development work of the PURCHASER / DEVELOPER gets suspended or comes to a stand still, in such event the VENDORS undertake to compensate the PURCHASER / DEVELOPER, to the full extent of the loss suffered by the PURCHASER / DEVELOPER with interest as per prevailing Nationalized Bank Rate from the date of such suspension of work of the PURCHASER / DEVELOPER.

AND WHEREAS the VENDORS/OWNERS have delivered the Notarized copies of all the documents relating to the "SAID PLOT" in their possession including the Document of title to the PURCHASER / DEVELOPER for their scrutiny and inspection unto VENDORS/OWNERS title.



AND WHEREAS based upon the aforesaid representations of the VENDORS/OWNERS and believing it to be true and correct disclosures and having prima facie satisfied themselves about the title of the VENDORS/OWNERS to the marketability of the "SAID PLOT" and based on the copies of the documents made available for scrutiny and inspection, the PURCHASER / DEVELOPER has proposed and expressed a desire to proceed with the construction and to sell the premises constructed thereon alongwith the corresponding undivided rights in the SAID PLOT absolutely free from all encumbrances, lien, charges, etc of any nature whatsoever.

AND WHEREAS PURCHASER / DEVELOPER intends to develop the
"SAID PLOT" as per the Scheme of Development approved by the
VENDORS/OWNERS on the "SAID PLOT" for construction of
Residential cum Commercial Buildings and the VENDORS/OWNERS
expressively give their consent, for the same.

The PURCHASER / DEVELOPER intends to sell by allotting on ownership basis the Flats proposed to be constructed in the proposed project (hereinafter referred to as the 'said project') alongwith the

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proportionate undivided rights in the SAID PLOT corresponding to the said Flats constructed thereon.

AND WHEREAS THE VENDORS/OWNERS and the PURCHASER / DEVELOPER have mutually agreed that the consideration payable by the PURCHASER / DEVELOPER to the VENDORS/OWNERS for the sale and transfer of the SAID PLOT described in II is a total sum of Rs.10,000/-(Rupees Ten thousand Only) and 2 flats having a total built up area of 180.30 sq. mts. (including the incidence of staircases, balconies and passages are) to be constructed by the PURCHASER / DEVELOPER for the VENDORS/OWNERS at the PURCHASER / DEVELOPER's own cost, which flats, shall jointly be called as the SAID PREMISES and are more clearly described in the Schedule –III herein under written, which SAID PREMISES are totally valued at Rs.29,00,000/-(Rupees Twenty Nine Lakhs Only).

NOW THEREFORE THIS AGREEMENT OF DEVELOPMENT AND SALE WITNESSES AS FOLLOWS:-

It is now therefore herein agreed that the VENDORS/OWNERS shall sell, convey and transfer to the PURCHASER/DEVELOPER and/or his Nominee, all their rights, interests and title in the SAID PLOT described in schedule II herein below, in consideration of a sum of Rs.10,000/- (Rupees Ten thousand Only) and 2 Flats having a total built up area of 180.30 sq. mts. (including the incidence of staircases, balconies and passages etc.), to be constructed by the PURCHASER/DEVELOPER for the VENDORS/OWNERS at the PURCHASER/DEVELOPER's own cost, which flats shall jointly be called as the SAID PREMISES and are more clearly described in the Schedule III herein under written.

It is further agreed by the parties hereto as follows:

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I. PLANNING AND DEVELOPMENT

THE VENDORS/OWNERS hereby permit THE PURCHASER / a. DEVELOPER at their own costs, efforts and expenses, to do all planning, construction, development of the SAID PLOT and to appoint/remove Architect, Structural Engineer, Elevation Architect, Model Maker, Licensed Site Engineer, Licensed Plumbing Contractor, Electrical Contractor, clerk, Geologist, Civil Contractor, Labour Contractor etc. and/or appoint agencies for effective planning of the project, layout and to prepare, amend and put up the plans and obtain necessary approval/sanction of the plan/s, layouts from the NGPDA, TCP, Village Panchayat, local, state or central and/or any other concerned authorities and to get the same revised from time to time and to execute, carry out and complete the work of construction and development of the said buildings and also to appoint agencies for maintenance and betterment of the said Project in all respects.



The PURCHASER/ DEVELOPER shall pay and discharge all the costs, charges and expenses in relation to the construction and development work including payment of salaries and wages to the personnel and workmen employed, bills of the suppliers of building materials, taxes in respect of the SAID PLOT and the construction to be carried on the SAID PLOT and/or to fix and to pay the fees, charges, expenses of the Architects, R.C.C. specialists, agencies, Advocates, Consultant and other professionals, whose services are retained in regard to the development of the said project.

II. PREMISES AND CONSIDERATION

a. That the VENDORS have agreed to sell and transfer and convey unto the PURCHASER / DEVELOPER or its NOMINEE the SAID PLOT more particularly described in Schedule – II, on which SAID PLOT the PURCHASER/DEVELOPER shall be entitled to construct residential buildings, commercial buildings or any other premises as per the exclusive discretion and choice of the PURCHASER /



DEVELOPER and further to sell the same to the prospective purchasers without any reference to the VENDORS, except the SAID PREMISES agreed to be allotted to the VENDORS.

b. The consideration payable by the PURCHASER/DEVELOPER to the VENDORS/OWNERS for the SAID PLOT described in Schedule II is a total sum of Rs.10,000/- (Rupees Ten Thousand Only) and 2 flats having a total built up area of 180.30 sq. mts. (including the incidence of staircases, balconies and passages etc.), to be constructed by the PURCHASER/DEVELOPER for the VENDORS/OWNERS at PURCHASER/DEVELOPER own cost, which flats jointly be called as the SAID PREMISES and are more clearly described in the Schedule III herein under written, and delivered to the VENDORS/OWNERS on the completion of the said project/the construction on the SAID PLOT, which flats described in Schedule III are valued at Rs.29,00,000 (Rupees Twenty Nine Lakhs only).



The PURCHASER / DEVELOPER at the request of the VENDORS/OWNERS have agreed to allot VENDORS/OWNERS the SAID PREMISES having a total built up area of 180.30 sq. mts. (including the incidence of staircases, balconies and passages etc.), more particularly described in Schedule III as consideration for the acquisition of the rights, interest and title to SAID PLOT and the PURCHASER/DEVELOPER shall be solely, exclusively and absolutely entitled to all the flats constructed on the SAID PLOT, alongwith the rights, interests and title in the SAID PLOT, which flats are more clearly described in Schedule IV hereunder, which shall be referred to as the DEVELOPERS PREMISES and all other structures and premises constructed on the SAID PLOT, which are not included in the schedule III shall belong exclusively to the DEVELOPER.

d. It is categorically agreed herein that the consideration payable by the PURCHASER/DEVELOEPR for the "SAID PLOT" shall be as



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agreed herein and the same shall not change under any circumstances whatsoever.

- III. DELIVERY, USE AND MAINTENANCE OF THE SAID PREMISES:
 - a. The PURCHASER / DEVELOPER shall deliver the possession of the "SAID PREMISES", after obtaining Occupancy Certificate from the Competent Authorities, for use and occupation for the VENDORS/OWNERS within 30 months from the date of obtaining construction license, to develop the SAID PLOT.
 - b. The PURCHASERS / DEVELOPERS shall upon receipt of the requisite Occupancy Certificate, by a notice in writing intimate the VENDORS/OWNERS, to take delivery of the "SAID PREMISES" within Seven days from the date of receipt of such notice, failing which the VENDORS/OWNERS shall be deemed to have taken possession and delivery of the "SAID PREMISES", from the date of issue of the Occupancy Certificate, the responsibility / liability for maintenance shall be of the said premises of the VENDORS/OWNERS and also the maintenance cost proportionate to the extent of the super built-up area of the Flats towards the common amenities provided in the project where shall solely be that of the (future) PURCHASERS of the premises. The PURCHASERS / DEVELOPERS upon giving the intimation as stated above, shall be deemed to have completed the "SAID PREMISES" in accordance with the Present Agreement in all as specified and shall not be responsible in any manner whatsoever, if the VENDORS delays taking delivery of the "SAID PREMISES".
 - c. The PURCHASERS/DEVELOPERS shall not incur any liability if they are unable to deliver possession of the "SAID PREMISES" by the date stipulated in Clause No. III (a) hereinabove if the completion is delayed by reason of non-availability of steel, sand, and/or cement or other building materials or water supply or electric power or by



reason of war, civil commotion or any act of God or if non-delivery of possession arising out of or as a result of any notice, order, rule or notification/ approval of the Government or any other Public or Competent Authority and Court or for any other reason beyond the control of PURCHASER/ DEVELOPER and in any of the aforesaid events the PURCHASER /DEVELOPER shall be entitled to an extension of such time as the situation demands for delivery of possession of the "SAID PREMISES".

d. The VENDORS/OWNERS shall use the said Residential Premises only for the purpose of residence or for any purpose which is permissible by the prevailing laws of local authorities, as may be made applicable. The VENDORS/OWNERS shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or which cause a nuisance or inconvenience to the other Premises Purchaser/s in the "said project".

e. The VENDORS/OWNERS shall from the date of possession maintain the SAID PREMISES, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID PREMISES and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

IV. DEFECTS / DEFICIENCY - EXTENT OF COVERAGE:

a.) Upon the VENDORS/OWNERS taking delivery of the SAID PREMISES, the VENDORS/OWNERS shall have no claim against the DEVELOPER regarding any defect in respect of any item of work in the SAID PREMISES which may be alleged not to have been carried out or completed. Plaster cracks are an inherent phenomena of newly constructed Flats. Such cracks to the



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plaster/dampness in external walls shall not be considered as defective work. Similarly, the PURCHASER/DEVELOPER shall not be responsible for shade colour/ size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.

b.) The defect liability period for the structure of the Building including the "SAID PREMISES" under this Agreement, shall be 12 Calendar months from the date of issuance of Occupancy Certificate / handing over possession / written intimation to the VENDORS/OWNERS to take possession of Premises whichever is earlier in point of time. Besides, the coverage of defect liability period, on the part of the PURCHASERS/DEVELOPERS shall be confined to the first sale / transfer only and does not extend to subsequent transactions, irrespective of the fact whether the said second sale takes place either before or after the stipulated period of 12 months as averred hereinabove wherein the PURCHASER/DEVELOPER shall only be a Confirming Party.

V. TAXES AND OUTGOINGS:

All the costs of construction, beautification, and other facilities in the project shall be borne by the PURCHASER/DEVELOEPRS at their own cost. It is further agreed that Infrastructure Tax as applicable, Service Tax, all Government Charges payable at the time of obtaining occupancy certificate for the project, charges to be paid to the Village Panchayat or the Government of Goa or any other competent authority for the purpose of obtaining the Occupancy Certificate and/or Building completion certificate and for giving water and electricity connection to "SAID PREMISES" shall be payable by the VENDORS/OWNER.

b. The VENDORS/OWNERS agree/s to pay to the PURCHASER/DEVELOPER within seven days of demand, such amounts of the VENDORS/OWNERS of such charges and/or deposit



and/or tax. From the date of taking over possession of the "SAID PREMISES" the VENDORS/OWNERS shall be liable to pay regularly the Property tax and all other taxes, charges, assessments, levies etc by whatever name called, as the owner of the "SAID PREMISES". The PURCHASER/DEVELOPER shall not be responsible for any default in payment of such taxes thereafter. Any levy or tax of any nature including service tax, if levied or becomes due and payable subsequently by the PURCHASER/DEVELOPER or on the Complex "said project" or on individual Flat in "said project" including the "SAID PREMISES" and/or the transaction contemplated herein shall be borne and paid by the VENDORS proportionately to the extent of the super built-up area of the "SAID PREMISES".

c. Any taxes, charges and/or outgoings levied by the Panchayat or any other competent authority for consumption of electricity, and water/sewage charges, exclusively pertaining to the SAID PREMISES, MORE CLEARLY DESCRIBED IN Schedule – III hereunder written, shall be borne by the VENDORS from the date of issuance of Occupancy Certificate of the SAID PREMISES.

d. The VENDORS/OWNERS undertake, covenant and assure the PURCHASER/DEVELOPER that they shall pay to the PURCHASER/DEVELOPER as and when demanded, charges which are specified herein in Schedule V, which shall be payable by the VENDORS/OWNERS herein.

VI. VARIATION IN PLANS, AMALGAMATION/SUB-DIVISION

a. It is hereby specifically agreed and consented to by the VENDORS/OWNERS that the PURCHASERS/DEVELOPERS shall be entitled, and also hereby deemed to have been permitted by the VENDORS/OWNERS to make such variations and alterations in the building plans and/or in the layout, Elevation of the building including relocating the open spaces/ all structures/ buildings/ garden



spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the development of Project as a whole before getting the Occupancy Certificate. It is further agreed and consented by the VENDORS/OWNERS that the PURCHASERS/DEVELOPERS shall be entitled to amalgamate the ""SAID PLOT"" together and also with one or more adjoining PLOTS or properties for the purpose of Development of the "SAID PLOT " including the amalgamated plots in to single development scheme or different development scheme and deemed to have been VENDORS/OWNERS 28 also consented by the PURCHASERS/DEVELOPERS shall be entitled to the sub-division of the "" SAID PLOT " " for effective utilization and the development thereof. The VENDORS/OWNERS hereby give/s their express consent to the above and it shall be considered as consent in writing of the VENDORS/OWNERS required by law.



In the event the VENDORS/OWNERS desires to make any changes or additions within the "SAID PREMISES" to the Standard Specifications, if permitted by the PURCHASERS/DEVELOPERS, subject to the overall approval of the authorities concerned, the VENDORS/OWNERS shall have to pay the additional cost of such changes/additions/alterations and for the purpose of payment it will be considered as an 'extra item of work' and such payments will have to be made in advance and the service tax, as applicable, shall be paid by the VENDORS/OWNERS themselves. In such event the PURCHASER/DEVELOPER irrespective of the payment received for carrying out the extra item of work shall be entitled for sufficient extension of time over and above the time specified in III (a) above to deliver the possession of the "SAID PREMISES", as changes/additions/alterations requires time and constant personal supervision to monitor the progress of the work.

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In addition to above it has been made clear to the VENDORS/OWNERS herein and the VENDORS/OWNERS have consented as an end user, that the extra item of work asked for by them and to be executed by the PURCHASERS/DEVELOPERS as above, shall only be at the VENDORS/OWNERS sole risk, responsibility and functional efficiency of such changes asked for and the PURCHASERS / DEVELOPERS shall not be held responsible or accountable or answerable or called upon either to re-do or replace the same as a 'defective item of work' either in regards to quality or its functional efficiency under any circumstances since such changes carried out at the behest of the VENDORS/OWNERS are a deviation from the standard and time tested design adopted by the PURCHASERS/DEVELOPERS, under the scheme of development and all approvals for such changes shall be obtained by the VENDORS/OWNERS at their own costs.



c.

In the event the VENDORS/OWNERS, either during the subsistence of this Agreement or after taking over the possession of the "SAID PREMISES" makes any changes or additions in the electrical layout leading to the Increase in the total electrical load over and above the electrical load originally provided by the BUILDERS/DEVELOPERS for the "SAID PREMISES", then in such an event the PURCHASERS/DEVELOPERS shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings developing any alleged defects/ deficiencies, either in its quality or performance, and the VENDORS/OWNERS shall be solely responsible for the same at their own risk and cost.

VII. EXECUTION OF DEED OF SALE :

a) All costs, charges, expenses including stamp duty, registration charges, advocate fees /professional charges and any other expenses in connection with the preparation, execution and registration of Deed of Sale and/or other connected matters



related to the SAID PREMSIES described in Schedule -III hereunder, shall be borne by the VENDORS/OWNERS.

The Developer shall be entitled to execute agreements for sale, b) agreements for finance and sale, memorandums of understanding, sale deed/s for all the flats and the rights interest and title in the "SAID PLOT", corresponding to the said flats, without requiring the presence or the authority of the VENDORS/OWNERS, with any third parties for the sale of the flats constructed on the "SAID PLOT" and to receive the consideration there under.

The VENDORS/OWNERS covenant, agree and undertake to c) execute necessary deeds and documents for the transfer of the "SAID PLOT" or the undivided rights, interests and title in the "SAID PLOT" to the PURCHASER/DEVELOPER or its agents Nominee, as may be called upon by the PURCHASER/DEVELOPER.

The VENDORS/OWNERS have on this day executed a Power of Attorney in favour of the PURCHASER/DEVELOPER for the purpose of executing Agreements of Sale, agreements of finance and sale, memorandum of understanding, sale deed, etc, for selling and transferring the flats and other premises (with the exclusion of the SAID PREMISES described in Schedule - III) hereunder alongwith the " SAID PLOT " and/or the undivided rights, interests and titles in the "SAID PLOT".

The VENDORS/OWNERS agree that on receipt of possession of e) the SAID PREMISES described in schedule III, the VENDORS/OWNERS shall confirm the said receipt of possession, by executing a Declaration/Affidavit, which will be required to be handed over to the PURCHASER/DEVELOPER, on the date of taking possession of the SAID PREMISES.

d)

- f) The VENDORS/OWNERS agree that non availability of water and electricity shall not be a ground for not accepting possession of the SAID PREMISES.
- g) The VENDORS/OWNERS agree that on the completion of seven days from the date of issue of the letter by the DEVELOPER calling upon the VENDORS/OWNERS to take possession of the SAID PREMISES, it shall be deemed that the VENDORS/OWNERS have taken possession of the SAID PREMISES.

VIII. GENERAL

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The PURCHASERS/DEVELOPERS shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the ""SAID PLOT""and/or in the" said project i.e. the built up premises in the said project, provided it does not in any way affect or prejudice the right of the VENDORS/OWNERS in respect of the "SAID PREMISES", which is described in Schedule III hereunder.

The VENDORS/OWNERS upon execution of the present Agreement has simultaneously also executed a Irrevocable Power of Attorney in favour of the PURCHASERS /DEVELOPERS for the purpose of the development of the "SAID PLOT" to prepare, apply, obtain, amend, submit Building Plans, submit and to get the Plans sanctioned, Commencement Certificate and Occupation/ Completion Certificate issued from the Village Panchayat and to sell and dispose off the constructed premises alongwith its proportionate undivided rights in the "SAID PLOT", by reserving the SAID PREMISES reserved for the VENDORS/OWNERS, on Outright Basis and to appropriate the sale consideration to themselves and/or for the purpose aforesaid to sign and/or execute all deeds, documents, applications, proceedings, plans etc. in connection with the development to be carried out by the

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PURCHASER / DEVELOPER and all the papers to be submitted by the PURCHASER / DEVELOPER on behalf of the owners to the Competent Authority under the relevant provisions of Law, Panchayat Act, Town Planning Act or any other Government or Semi-Government Act or Statute in connection with the development of the said property hereby agreed to be carried out by the PURCHASER / DEVELOPER herein. That further the VENDORS/OWNERS shall be bound to co-operate and to sign, as and when required all the papers, deeds and documents and do all the things and matters as the PURCHASER /DEVELOPERS may require from them from time to time in this behalf for safeguarding, interalia, the interest of the PURCHASERS/DEVELOPERS and the VENDORS/OWNERS and the prospective flat and shop purchasers.



The VENDORS/OWNERS shall not be entitled to terminate this Agreement on any grounds whatsoever. The PURCHASER / DEVELOPER shall have right for specific performance of this Agreement and be in possession of the SAID PLOT and carry on construction and development activities in all respects and to sell the same.

The VENDORS/OWNERS address for communication under this Agreement, shall be as mentioned hereinabove. The VENDORS/OWNERS shall also, from time to time notify any change in their address to the PURCHASERS/DEVELOPERS. Any letters, reminders, notices, documents, papers etc sent at the aforesaid notified address or at the changed address by hand delivery or Registered AD or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to the VENDORS/OWNERS.

e. The VENDORS/OWNERS hereby give/s their express consent to prospective purchaser of Flats to raise any loans against the flats/shops alongwith the proportionate share in the "SAID PLOT" in respect of the flats which he intends to purchase and to



charge/mortgage the same with any Bank or Banks or any other Party.

That the VENDORS/OWNERS are entitled to sell/transfer assign the f. "SAID PREMISES" described in schedule III in favour of the prospective purchasers, however the possession of the SAID PREMISES described in schedule III will be handed over only to the VENDORS/OWNERS and to no other person or entity. In the event the third parties who acquire right through the VENDORS chooses to transfer is/their interests, effect any sale, assignment etc of their Flats in the interim period, they shall not be entitled to do so till such time the possession of the Flats are handed over. It is hereby expressly agreed by the VENDORS/OWNERS that the VENDORS/OWNERS shall not be entitled to execute Conveyance/Sale Deeds with the prospective purchasers of the SAID PREMISES described in Schedule III, prior to the receipt of possession of the SAID PREMISES described in Schedule III. It is further agreed that the developer shall not be liable for any claims or demands of whatsoever nature, from any third party, with respect to the SAID PREMISES described in schedule III, with whom the VENDORS/OWNERS may enter into any Agreements or Deeds.

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g. The VENDORS/OWNERS do hereby categorically agree that all the constructed/built-up area of the premises constructed on the "SAID PLOT" shall be that of the exclusive and absolute ownership of the DEVELOPER/PURCHASER, the same being constructed by the DEVELOPER/PURCHASER at its own costs and the VENDORS/OWNERS shall have no right or interest to the same and the PURCHASER/DEVELOPER shall be entitled to sell the said constructed/built-up/developed premises as their own to any third party without the intervention of the VENDORS/OWNERS and the DEVELOPER shall be entitled to retain all the receipts from the said sales to itself(except the SAID PREMISES describe in Schedule III).

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- The VENDORS/OWNERS shall be entitled to the SAID PREMISES h. subject to and on the VENDORS/OWNERS transferring to the PURCHASER/DEVELOPER or his nominee the SAID PLOT mentioned in Schedule II.
- The VENDORS/OWNERS shall execute in favour of the i. DEVELOPER/PURCHASER an irrevocable Power of Attorney to enable the DEVELOPER/PURCHASER to develop, sell the SAID PLOT and constructed premises (excluding the SAID PREMSIES).
- VENDORS/OWNERS the The shall hand over j. DEVELOPER/PURCHASER all the original documents pertaining to the title of the SAID PROPERTIES alongwith all the original plans, NOC'S, Permissions, Licenses, etc.



- a. In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this agreement, or anything arising out of it, and / or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement shall be subject to the jurisdiction of the Court, in Goa.
- b. The parties hereto shall be entitled to specific performance of this agreement.
- c. The parties hereto agree that in the event any litigation is commenced against the "SAID PLOT" in relation to the title of the "SAID VENDORS/OWNERS the to VENDORS/OWNERS shall settle the said litigation or case within three months from such commencement without any liability to the Developers.



- d. The parties hereto have agreed that in the event the development of the proposed project on the "SAID PLOT" is stayed due to any issue relating to the title of the "SAID PLOT", the vendor/owner shall be liable and responsible to pay to the Developer costs of all the expenses incurred by the developer to develop the "SAID PLOT" till such date, alongwith compensation and damages as may be claimed by the developer, without prejudice to the right of the PURCHASER to insist on the VENDORS/OWNERS rectifying the said defect at their own costs.
- X. The possession of the "" SAID PLOT " have been handed over to the PURCHASERS/DEVELOPERS by the VENDORS/OWNERS and the VENDORS/OWNERS hereby permits the PURCHASER / DEVELOPER to put up advertisement boards or hoardings announcing the proposed scheme of development on the " SAID PLOT ", and to develop the SAID PLOT as agreed herein, for the purpose of development and sale.

XI. STAMP DUTY & REGISTRATION

- a. It shall be the sole responsibility of the PURCHASERS/DEVELOPERS herein to pay the necessary stamp duty and registration fee on this agreement.
- b. This agreement is being signed on this date before the Notary Public and the parties do hereby confirm the same and for the sake of registration of this agreement the VENDORS/OWNERS shall comply with all the formalities of registration and intimate the Developer the date for registration of the agreement.
- c. It is expressly agreed that non registration of this agreement by the VENDORS/OWNERS or deficiency of stamp duty shall not render this agreement void and the same shall be enforceable and binding



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on the parties hereto, and none of the parties shall be entitled to take a plea that this agreement is void or voidable on such grounds.

- d. It shall be the sole responsibility and duty of the VENDORS/OWNERS to make good the registration of this agreement, if required, without any liability or responsibility to the PURCHASER/DEVELOPER.
- XII. That the parties hereto do not belong to schedule caste or tribe in terms of Notification No: RD/LND/LRC/318/77 dated 21.8.1978 published in Official Gazette Series II No: 21 dated 24.8.1978.
- XIII. This Agreement for Development and Sale is valued at Rs.29,00,000/- (Rupees TWENTY NINE LAKHS ONLY.)

SCHEDULE I (SAID PROPERTY)

ALL THAT PROPERTY known as "Tarchi Bhatti", bearing Survey No. 171/13 admeasuring 1400 sq. mts, with a house standing thereon, situated in the village of Siolim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, described in the Land registration office of Bardez under No 34627 at folio 20(v) of Book B – 89 (N) and enrolled in the Land Revenue Office under no 680 of third division of Siolim, and bounded as follows:

On or towards the East: by property bearing survey No.171/4, 14, and 17; On or towards the West: by property bearing survey No. 171/2 and 19; On or towards the North: by property bearing survey No. 171/12; On or towards the South: by property bearing survey No. 171/22.

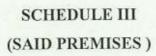




SCHEDULE II (SAID PLOT)

ALL THAT PROPERTY known as "PLOT-B", admeasuring 500 sq.mtrs, bearing survey no. 171/13(part), forming part of the larger property bearing Survey No. 171/13, situated in the village of Siolim, Taluka and Sub district of Bardez, District of North Goa, State of Goa, described in the Land registration office of Bardez under No 34627 at folio 20(v) of Book B - 89 (N) and enrolled in the Land Revenue Office under no 680 of third division of Siolim, and bounded as follows:

On or towards the East: by property bearing survey No.171/17 On or towards the West: by property bearing survey No.171/2 and 171/19; On or towards the North: by property bearing survey No. 171/13(part); On or towards the South: by property bearing survey No. 171/22. The plot is delineated in red in the plan hereto annexed.



- To be constructed and allotted to VENDORS/OWNERS. a)
- An apartment to be identified as CF-2 being a 2 BHK apartment I) having built up area of 90.15 sq.mtrs on the First Floor of the Block - C, to be constructed on the proert admeasuring 900 Sq.mtr. (Plot -A) of the property bearing Survey No.171/13 (Part) of Siolim Village, Taluka Bardez - Goa, which is the other of the property described in Schedule - I above.
- To be constructed and allotted to VENDORS/OWNERS. b)
- An apartment to be identified as DF-3 being a 2 BHK apartment II) having super built up area of 90.15 sq.mtrs on the First floor of the Block - D, to be constructed on the proert admeasuring 900 Sq.mtr. (Plot -A) of the property bearing Survey No.171/13 (Part) of Siolim Village, Taluka Bardez - Goa, which is the other of the property described in Schedule - I above.





SCHEDULE IV

(PREMSIES FOR THE PURCHASER/DEVELOPER)
ALL 1 BHK APARTMENTS, BLOCK – E,

On **Ground Floor**, Apartments Nos. **EG1 & EG2** - ADMEASURING HAVING A BUILT UP AREA OF **65.00** SQ.MTS EACH.

On First Floor, Apartments Nos. EF1 & EF2 - ADMEASURING HAVING A BUILT UP AREA OF 65.00 SQ.MTS EACH.

On Second Floor, Apartments Nos. ES1 & ES2 ADMEASURING HAVING A BUILT UP AREA OF 65.00 SQ.MTS EACH.



SCHEDULE V

BUILDING SPECIFICATIONS

(FIXTURES, FITTINGS AND AMENITIES)

- a) STRUCTURE: R.C.C framed structure
- b) WALLS: Brick/Laterite or Concrete block masonry in Cement mortar.
- c) DOORS AND WINDOWS: All door frames shall be 2½ x 4" size in matti/sal wood. All doors except main door shall be of solid core 30mm thick, commercial flush shutters, except the main door which shall have paneled teak wood shutter. All doors shall have mild steel anodized hings, aluminium tower bolts and door stoppers. Bedroom shall have mortice locks. All doors shall have mortice locks. All door shall be painted in 3 coat of oil paint, except the main door which shall be French polished. All windows shall be aluminium sliding windows. Main door frame shall be 2½ x 4" size in teak wood.

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- d) PLASTER AND PAINT: All external surface of the building will be plastered with two coats of cement paint. Internal walls, Ceiling will be plastered with one coat or cement mortar and finished smooth with neeroo. All wall surfaces will be finished in off white oil bound distemper paint. All Ceilings to be finished in white wash.
- e) ROOFING: R.C.C Slab with water proofing, covered with Mangalore tiles/Galvalume sheet roofing.
- f) FLOORING AND SKIRTING: All flooring shall be with 16 x 16 good quality vetrified tiles laid in cement mortar.
- g) W.C/BATHROOM: Bathroom blocks shall consist of an European or Indian commode, wash basin and a shower rose. Sanitary ware to be white in colour of Hindware a equivalent make, other colours optional are charges extra. All toilets and baths to be provided with off white ceramic tiles. Dado to a height of 2.10 m. toilet floors to have ceramic tiles laid in cement mortar W.C dado to a height of 1.50 m. Bathroom fixtures viz faucets, mixers etc to be of Jaguar or Equivalent make.
- h) KITCHEN: Kitchen to be provided with a cooking platform finished with "Granite" stone or 3.00 meters length with a stainless steel sink of standard size. Kitchen platform dado to be provided with 0.60m height white glazed tiles.
- i) ELECTRICAL: All wiring to be best quality Cables concealed in walls and slabs. Points to be provided as follows:

BEDROOM (each) 2 light points

grad por

1 fan point

1 5 amp point

1 15 amp point for

A.C. for Master Bedroom

2 light points LIVING / DINING

1 fan point

1 5 amp point

1 bell point

1 T.V. point

1 15 amp point for A.C

Master Bedroom only

1 light point

1 5 amp point

1 15 amp cooker point

1 Service verandah

1 light point

1 light point PASSAGE

TOILET 1 light point

1 light point BATHROOM

1 15 amp Geyser point

KITCHEN

All fixtures, including fans are to be provided by the Vendors. Fixing if required to be done by the said Builders.

- j) PLUMBING AND DRAINAGE: Rainwater drainage to be in A.C. down take pipes. Plumbing mains and distribution to be in galvanized iron pipes. Underground drainage to be in stoneware pipes with chambers and traps to be connected to sewage mains / septic tanks. Building to be provided with underground sumps and overhead common tank.
- k) Alterations involving changes in the architectural features of the buildings or change in the approved Municipality Building layouts will not be entertained by the Builders. Builders reserve the right to refuse to undertake any extra items of work not incorporated in the agreement without assigning reasons. Any other extra items other than specifications mentioned above will be charged separately.

IN WITNESS WHEREOF the parties hereto have here set and subscribed their respective hands and seals on the day, month and year hereinabove stated.



Hariage Box 10

SIGNED SEALED AND DELIVERED] BY THE WITHIN-NAMED VENDOR/OWNER





(7) Mr. RAJENDRA VYENKATESH JOSHI alias RAJAN VYENKATESH JOSHI, For Self & as Attorney for (1) Mrs. ANANDIBAI VYEKATESH JOSHI alias KAMAL JOSHI, (2)Mr. PANDURANG (VALLABH) VYENKATESH JOSHI alias PANDURONGA VENCTEXA ZOIXI, (3) Mrs. KANCHAN VYENKATESH JOSHI alias SANGEETA SARADCHANDRA DESPRABHU, (4) Mr. SHARADCHANDRA ANANDRAO DESPRABHU (5) Mrs. SHANTI VYENKATESH JOSHI alias SHANTI SATYARANJAN SAVLO KENY, (6) Mr. SATYARANJAN SAVLO KENY & (8) Mrs. SNEHA RAJENDRA JOSHI.



L.H.F. Prints



R.H.F. Prints



















Identifical by: Andhour No: 1828 1458 9003

Resor

SIGNED SEALED AND DELIVERED] BY THE WITHIN-NAMED PURCHASER/DEVELOPER]



Mariale

MR. ASHOK RAMESH NAIK



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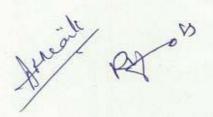
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5._____



IN THE PRESENCE OF:

1. American

Rahuel Anlekan Dulen mapusa Croa

Vidhya M. Gaonkar.

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Herral ANORS

on agreement / 1600 of the party/parties

Mapusa Date: 27/07/20/1

D.S. PETKAR B. A. L. B Notary. Reg. No; 67/95 Sr. No: 12.662/2013



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