

गोवा GOA

Serial No. 1212 Place of Vend POUNDA Date 11.8.2024 **578130**
Value of Stamp Paper 1000/-
Name of The Purchaser Ray Housing Dev. Pvt Ltd
Resident at Pounda, Goa on of _____
For the purpose of Agreement for Development and Sale
Signature of the Vendor [Signature] Signature of Purchaser [Signature]
A. D. S. Kulkarni
Licence No. 2/88

AGREEMENT FOR DEVELOPMENT AND SALE

[Signature]

[Signature]

[Signature]

[Signature]

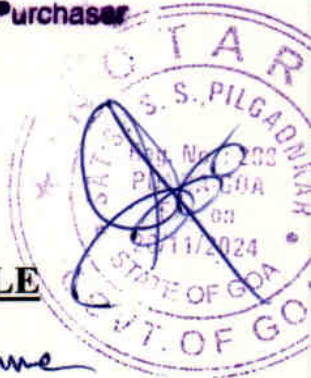
Deenika D. Dasse

[Signature]

[Signature]

[Signature]

[Signature]



THIS AGREEMENT is made and entered on this 16th day of August in the year **Two Thousand and Twenty One (16/08/2021)** at **Ponda, Goa**, Taluka Ponda, District of South Goa, State of Goa.

BETWEEN

(1) **MR. SURESH PANDURANG BARVE**, son of Pandurang Barve, aged about 75 years, major, married, retired, Indian National, having PAN: [REDACTED], AADHAAR NO. [REDACTED] and his wife;

(2) **MRS. SUMAN SURESH BARVE**, daughter of Dattaram G. Shikerkar, wife of Shri. Suresh Pandurang Barve, aged about 75 years, major, married, housewife, Indian National, having PAN: [REDACTED] AADHAAR NO. [REDACTED] both resident of **H.NO. 8/10/4-2, NEAR POLICE QUARTERS, SADAR, PONDA, GOA, 403401;**

(3) **MR. SUBHASH PANDURANG BARVE**, son of Pandurang Barve, aged about 72 years, major, married, business, Indian National, having PAN: [REDACTED], AADHAAR NO. [REDACTED], and his wife;

(4) **MRS. SUCHITA SUBHASH BARVE**, daughter of Siurama G. Zoixi, wife of Subhash Barve, aged about 65 years, major, married, housewife, Indian National, having PAN: [REDACTED], AADHAAR NO. [REDACTED] both resident of **H.NO. 8/10/4, NEAR POLICE QUARTERS, SADAR, PONDA, GOA, 403401;**

(5) **SMT. DEEPA alias DEEPIKA DIPENDRA BARVE**, daughter of Madhav Desai, wife of late Dipendra alias Deependra Barve, aged about 62 years, major, widow, housewife, Indian National, having PAN: [REDACTED] AADHAAR NO. [REDACTED], resident of **H.NO. 46/1, BEHIND POLICE QUARTERS, SADAR, PONDA, GOA, 403401, and;**

[Signature]
DEEPIKA P. BARVE

[Signature]
MR. BARVE

[Signature]
SUBBAR

[Signature]
BARVE

[Signature]

[Signature]
SPBARVE

[Signature]
V. Bhandarkar

[Signature]
SSBARVE

(6) **MS. SIDDHI DIPENDRA BARVE** alias **MRS. SIDDHI VIRAJIT BHANDANKAR**, daughter of late Dipendra alias Deependra Barve, w/o Mr. Virajit Bhandankar, aged about 31 years, major, married, service, Indian National, having [REDACTED] **AADHAAR NO.** [REDACTED], and her husband;

(7) **MR. VIRAJIT BHASKAR BHANDANKAR**, son of Bhaskar Bhandankar, aged about 36 years, major, married, service, Indian National, having PAN: [REDACTED], **AADHAAR NO.** [REDACTED] both resident of **H.No. 413/4, KADSAL, KHANDEPAR, PONDA, GOA, 403401**, and;

(8) **SHRI. RAMESH PANDURANG BARVE**, son of Pandurang Barve, aged about 63 years, major, married, service, Indian National, having PAN: [REDACTED], **AADHAAR NO.** [REDACTED] and his wife;

(9) **SMT. MEDHA RAMESH BARVE**, daughter of Raghunath P. Dhavlikar, aged about 58 years, major, married, service, Indian National, having PAN: [REDACTED], **AADHAAR NO.** [REDACTED] both resident of **H.NO. W/8/10/4, NEAR GOA STATE CO-OPERATIVE BANK, PONDA, GOA, 403401**;

All parties hereinafter jointly and severally referred to as the 'VENDORS/OWNERS' (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators and assigns) **OF THE FIRST PART.**

AND

M/S. RAJ HOUSING DEVELOPMENT PVT. LTD., a company incorporated under the Companies Act having its registered office at 401, 4th floor, Rajdeep Galleria, Sadar, Ponda-Goa, bearing Registration no. [REDACTED] **PTC 003657(CIN)**, holding PAN NO: [REDACTED] and represented herein by its Director

[Handwritten signature]

Deepika D. Barve

M. Barve

S. Barve

[Handwritten signature]

[Handwritten signature]

V. Bhandankar

S. Barve

S. Barve

SHRI. SANDIP NILKANTH NIGALYE, son of Shri Nilkanth Nigalye, major, married, aged 52 years, Business, Indian National, resident of Khadpabandh, Ponda-Goa, holding PAN: [REDACTED]

AADHAR CARD: [REDACTED] duly authorised vide Resolution dated 16/11/2020, **Email:** [REDACTED] **Contact No.:**

[REDACTED] hereinafter referred to as the **"DEVELOPER"** (which expression shall, unless repugnant to the context or meaning thereof, include its partners, executors, administrators, nominee/s and official assigns) **OF THE SECOND PART.**

WHEREAS the VENDORS/OWNERS do hereby represent as under:

That there exists a landed property known as 'PODERA GHARACODIL' @ 'GHARBHAT PODERA GHARAKADIL situated at Ponda Goa within the jurisdiction of Ponda Municipal Council and registered in the Land Registration of Panaji bearing inscription no. 15877 and described under no. 8122 at folios 159 in the book B-21 (new) and surveyed under new survey no. 10/2-D of village Ponda admeasuring approximately 1657 sq.mts., which landed property is hereinafter referred to as **"SAID PROPERTY"**.

That in terms of Deed of Sale with Quittance dated 02/04/1944, Jose Antonio Tiago Fransisco Gomes e Coutinho alias Jose Antonio Gomes e Coutinho and Roque Fansto Coutinho, both bachelor sold and conveyed the said property in favour of Late Pandurang Purushottam Barve alias Vithal Purushottam Gosavi.

That the said property is inscribed in favour of Late Pandurang Purushottam Barve alias Vithal Purushottam Gosavi.

That Late Pandurang Purushottam Barve alias Vithal Purushottam Gosavi expired on 28/11/1998 and his wife Late Satyabhama Pandurang Barve expired on 17/1/1990 and accordingly their son Shri Suresh Pandurang

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

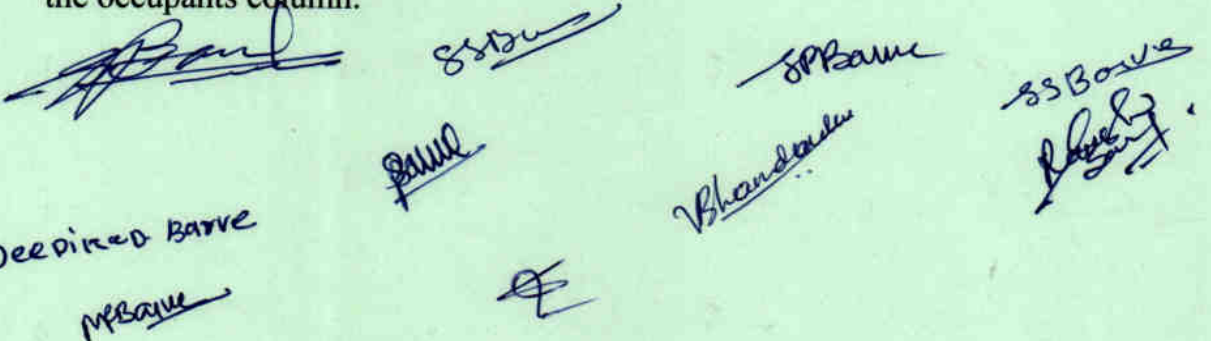
Barve initiated Inventory proceedings before the Civil Judge Senior Division at Ponda bearing No. 15/2003/A.

That in the said Inventory Proceedings No. 15/2003/A, said property was listed as Item No. I. That in terms of Judgment dated 17/5/2003, said property was allotted in the following manner: a) Suresh Pandurang Barve and his wife Suman Suresh Barve -1/4th share, b) Subhash Pandurang Barve and his wife Suchita Subhash Barve -1/4th share, c) Deepa alias Deepika Dipendra Barve w/o late Dipendra alias Deependra Barve -1/4th share and d) Ramesh Pandurang Barve and his wife Medha Ramesh Barve -1/4th share.

That since then the said: a) Suresh Pandurang Barve and his wife Suman Suresh Barve, b) Subhash Pandurang Barve and his wife Suchita Subhash Barve, c) Deepa alias Deepika Dipendra Barve w/o late Dipendra alias Deependra Barve, and d) Ramesh Pandurang Barve and his wife Medha Ramesh Barve; i.e. the VENDORS/OWNERS herein, became exclusive owners in possession of the said property.

That the said VENDORS/OWNERS having acquired title have got their names recorded in the occupants column of survey records bearing Survey No. 10/2 of Village Ponda.

That the said VENDORS/OWNERS got the said property partitioned from the larger property in terms of Judgement & Order passed by the Court of Deputy Collector, Ponda-Goa, in partition case being case no. PON/LRC/PART/74/2015/M-1526, dated 31/07/2017 and presently the said property is bearing new survey No. 10/2-D of village and taluka Ponda admeasuring 1657 sq.mts. and names of Shri Suresh Pandurang Barve, Smt Suman Suresh Barve, Shri Subhash Pandurang Barve, Smt Suchita Subhash Barve, Smt Deepa alias Deepika Dipendra Barve, Shri Ramesh Pandurang Barve and Smt Medha Ramesh Barve are recorded in the occupants column.



 Deepika Barve

 MBARVE

AND WHEREAS the VENDORS/OWNERS have offered to the DEVELOPER to develop the said property thereby undertaking construction of residential/commercial premises in the said property at the cost of the DEVELOPER and that the DEVELOPER has agreed to develop the said property for consideration to be paid partly in cash and partly in kind to the VENDORS/OWNERS, as set out hereinafter for the purpose of construction of residential/commercial premises in the said property and in lieu of the cost of development has offered to permit the DEVELOPER to retain and/or sell certain premises and appropriate the proceeds thereof towards the cost of development of the said land.

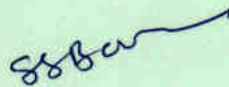
AND WHEREAS the VENDORS/OWNERS further do hereby declare:

- (a) That the VENDOR/OWNER's title to the said property described in **SCHEDULE-I** hereto is valid, legal, clear, marketable, unencumbered and subsisting.
- (b) That the said property described in **SCHEDULE-I** hereto is absolutely free from encumbrances, lien, charges and that there are no dues payable to the Government or any other authorities and/or any statutory body/bodies.
- (c) That there are no difficulties legal and otherwise for the sale, free from encumbrances, of the said property described in **SCHEDULE-I** hereto or any part thereof.
- (d) That no attachment or notice from the Central or State Government or any local body or authority under any Municipal Act or any other Act or any scheme or Legislative Enactment, Government ordinance, order or Notification including any Notice/Proceedings for acquisition or requisition has/had been received by or upon the VENDORS/OWNERS and that the said property described in **SCHEDULE-I** hereto or any part thereof is not subject to any attachment or certificate or other recovery proceedings under the Income-Tax Act or any statutory law or Regulation/ mortgage to any Bank Institutions.



DEEPIKA D. BARVE

MR. BARVE



SAUL



SP. BARVE

Khandaule

SS. BARVE

Barve
S. S.

(e) That except this agreement, the vendors have not entered into and shall not enter into any arrangement/understanding/agreement pertaining to said property and/or effecting the title of the VENDORS/OWNERS to the said property described in **SCHEDULE-I** hereto or any part thereof.

(f) That the DEVELOPER shall be entitled to undertake construction of residential/commercial premises in the said property upon obtaining development permission and the construction license from the concerned authorities and sell the same to any prospective purchaser/s of the choice of the DEVELOPER without any reference to the VENDORS/OWNERS except the premises reserved for the VENDORS/OWNERS as contained hereunder and by demolition of any structure/s, standing thereon, cutting of any trees and/or by cutting/digging any land in the said property.

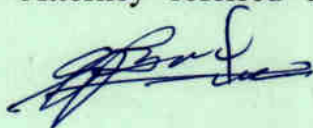
(g) The VENDORS/OWNERS undertakes to indemnify the DEVELOPER in respect of any claims of title of any parties over the said property.

(h) That there is no litigation or any legal proceedings pending in any Court/Tribunal or any other legal impediment in respect of the said property described in **SCHEDULE-I** hereto or any part thereof and/or any structure existing thereon.

(i) That the VENDORS/OWNERS have no objection if the DEVELOPER publishes its intention to develop the said property, in any newspaper for information of public.

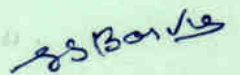
(j) That the VENDORS/OWNERS shall execute a Power of Attorney in favour of the DEVELOPER and or its director/nominee/manager to undertake all such acts of development including for sale of the premises, except the Vendor/Owner's premises to be constructed and retained for the VENDORS/OWNERS as described in **SCHEDULE-II** written hereunder.

(k) That the VENDORS/OWNERS shall not withdraw the said Power of Attorney referred hereinabove, till the time it is required by the















Deepika D. Bhave



MR Bame

DEVELOPER and the said Power of Attorney shall be part performance of this Agreement and shall be co-extensive to this Agreement.

AND WHEREAS the DEVELOPER has prepared the plans for undertaking the construction of residential/commercial premises in the said property and the said plans are as attached hereto.

AND WHEREAS pursuant to an agreement between the parties hereto, the DEVELOPER believing to be true the aforesaid representations and declarations made by the VENDORS/OWNERS, has agreed to develop the said property thereby undertaking construction of residential/commercial premises thereon, on certain terms, conditions and stipulations as contained herein and which are reduced in writing as under.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The VENDORS/OWNERS hereby grant development rights to the DEVELOPER and the DEVELOPER hereby acquire the said development rights from the VENDORS/OWNERS for development of the said property thereby undertaking the construction of residential/commercial premises thereon after obtaining necessary license and permissions for the development to be procured by the DEVELOPER in the name of the VENDORS/OWNERS at the DEVELOPER's on the terms and conditions as set out in this Agreement.

2. The DEVELOPER shall undertake construction of residential/commercial premises on the said property as per the plan as is annexed hereto and as per the specifications as contained in the said plan and other specifications as contained in SCHEDULE III written hereunder at its own costs and expenses. The DEVELOPER shall carry out the said

[Handwritten signature]

Devi ka D-13 97re

MR BANE

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]
[Handwritten signature]

development solely and entirely at its own risk and responsibility and costs, charges and expenses and the OWNERS shall not be called upon to contribute any amount of whatsoever nature.

3. The DEVELOPER shall, at its own costs be entitled to appoint and engage competent Architects, R.C.C. Consultant, Contractors and other servants and agents.

4. The DEVELOPER agrees and confirms that the possession of the said property alongwith the structure as also trees, compounds standing thereon, given by the VENDORS/OWNERS to the DEVELOPER is in the nature of license to carry out development of the said property as per the terms of this agreement.

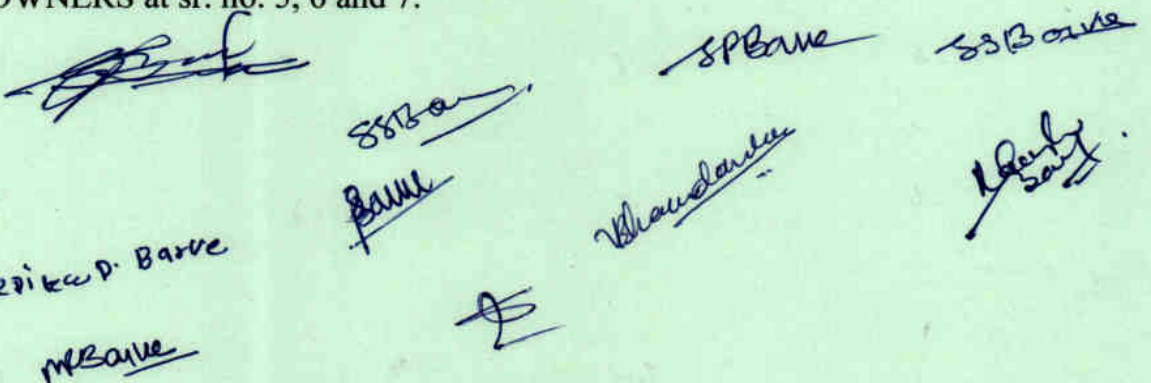
5.1) The DEVELOPER herein shall pay to the VENDORS/OWNERS a total consideration of **RS. 36,00,000/- (RUPEES THIRTY SIX LAKHS ONLY)**;

(a) Out of which a sum of **RS. 29,00,000/- (RUPEES TWENTY NINE LAKHS ONLY)** is paid to the each of the VENDORS/OWNERS in accordance with the proportion of their share towards the total consideration, upon signing of the present Agreement, in the following manner:

(i) Rs. 5,00,000/- (Rupees Five Lakhs only) to the VENDORS/OWNERS at sr. no. 1 and 2.

(ii) Rs. 5,00,000/- (Rupees Five Lakhs only) to the VENDORS/OWNERS at sr. no. 3 and 4.

(iii) Rs. 9,00,000/- (Rupees Nine Lakhs only) to the VENDORS/OWNERS at sr. no. 5, 6 and 7.



 Deepika D. Barve

 MR Barve

 SSB Barve

 Barve

 SP Barve

 SSB Barve

 Shantilal

 SSB Barve

(iv) Rs. 10,00,000/- (Rupees Ten Lakhs only) to the VENDORS/ OWNERS at sr. no. 8 and 9.

(b) And the remaining amount of Rs. 7,00,000/- (Rupees Seven Lakhs only) shall be payable to VENDORS/ OWNERS in the following manner:

(i) Rs. 1,00,000/- (Rupees One Lakh only) to the VENDORS/ OWNERS at sr. no. 1 and 2.

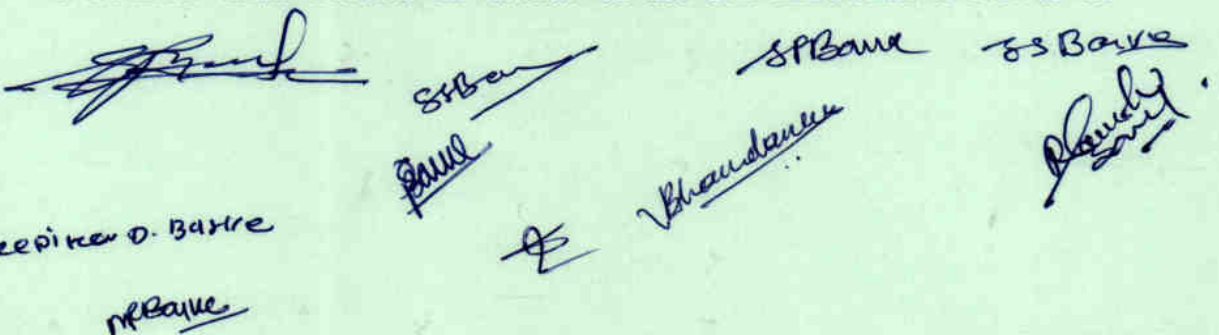
(ii) Rs. 5,00,000/- (Rupees Five Lakhs only) to the VENDORS/ OWNERS at sr. no. 3 and 4.

(iii) Rs. 1,00,000/- (Rupees One Lakhs only) to the VENDORS/ OWNERS at sr. no. 5, 6 and 7.

5.2) Towards the consideration in kind, the DEVELOPER shall construct and allot to the VENDORS/OWNERS, the built up premises as demarcated in RED colour in plans annexed hereto and described/enlisted in **SCHEDULE-II** written hereunder and hereinafter be collectively referred to as the "**VENDOR/OWNER's PREMISES**".

5.3) In consideration of the cost of development of said property by undertaking construction of residential/commercial premises thereon and in lieu of payment of the price / costs of construction in terms of monies, the DEVELOPER shall be entitled to retain for itself the premises in the building/complexes proposed to be constructed on the said property, SAVE and EXCEPT the premises to be allotted to the respective VENDORS/OWNERS, which premises shall be hereinafter referred to as the "**DEVELOPER's PREMISES**".

6. For the purpose of the development of the said property for undertaking construction of residential/commercial premises, the VENDORS/ OWNERS shall execute in favour of the DEVELOPER a Power of



 Deepika D. Baire

 M. Baire

 S. Baire

 Baire

 S. Baire

 S. Baire

 S. Baire

 S. Baire


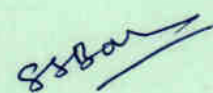


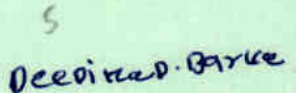





Attorney to undertake such works as are intended hereunder or as may be necessary and ancillary thereto and such Power of Attorney shall be irrevocable and coextensive with this Agreement being an obligation to be performed by the VENDORS/OWNERS.

7. The VENDORS/OWNERS hereby authorize and nominate the DEVELOPER to carry out the construction on the said property by constructing thereon residential/commercial building/s comprising of residential/commercial premises or any other type of premises as may be deemed expedient by the DEVELOPER, to be transferred on ownership basis or in such manner as DEVELOPER finds fit, proper and convenient.

8. The VENDORS/OWNERS hereby further authorizes the DEVELOPER to do what is needed including the preparation of building plans, obtaining approval of the same from the concerned authorities by constructing the said residential/commercial premises, booking and effecting the sale of all the apartments with the exception of VENDOR/OWNER's premises reserved for the VENDORS/OWNERS as stated above, receiving money from the prospective purchasers of the respective flats/or other premises.

9. The DEVELOPER is entitled and solely responsible for carrying out the approved construction with such addition and alterations as the DEVELOPER or any licensing authority may and deem fit and necessary in order to develop the said property to its full permissible coverage as per floor area ratio (FAR) applicable provided that such addition and alteration shall not have any effect to the VENDOR/OWNER's premises.

10. The VENDORS/OWNERS further agree to sign and execute all necessary papers, deeds, documents and plans that may be required by the DEVELOPER from time to time for carrying out the effective development of the said property and the building to be constructed thereon.

1.  2.  3.  4. 
5.  6.  7.  8.  9. 
10. 

11. In consideration of the terms, conditions and stipulations herein contained and the undertaking given by the DEVELOPER, the VENDORS/OWNERS do hereby permit the DEVELOPER to enter the said property and the structures standing thereon for proceedings with the project of the DEVELOPER.

12. The DEVELOPER, its Employees, representatives, contractors, and workers shall at all times hereafter be free to enter upon in the said property described in **SCHEDULE-I** hereto and carry on therein all such works like demarcating, surveying, measuring, excavating, erecting, demolition of old structure etc. or part thereof as may be deemed fit by the DEVELOPER.

13. The DEVELOPER may enter into any type of Agreement with anybody of the DEVELOPER's choice for the sale of any structures, premises, flats to be constructed on the said property described in **SCHEDULE-I** hereto except VENDORS/OWNERS's premises reserved for the VENDORS/OWNERS, and described/enlisted in **SCHEDULE-II**. In all such Agreements as the DEVELOPER deem fit and proper, the VENDORS/OWNERS shall be represented by the DEVELOPER as their attorney. However, the VENDORS/OWNERS shall not be responsible/liable in any manner whatsoever to any third parties/prospective purchasers who may enter into agreement with the DEVELOPER and the DEVELOPER do hereby indemnify the VENDORS/OWNERS towards any claim of any such third parties/prospective purchasers arising out of any such agreement with them. All the persons who enter into such agreement/s with the DEVELOPER pertaining to DEVELOPER's premises shall be deemed to have agreed for the limitation in liability of the VENDORS/OWNERS. However, incase of any claim arising due to defect in title of the VENDORS/OWNERS over said property or any structure/s, the same shall be dealt with by the VENDORS/OWNERS.













DEEPIKA D. Bawe





14. The VENDORS/OWNERS on demand by the DEVELOPER, shall deliver to the DEVELOPER all the documents of title of the said property.

15. The VENDORS/OWNERS have not entered into any agreement with or in favour of any person/s and have not executed with or in favour of any person/s any Deed of Sale or Agreement in respect of the said property described in **SCHEDULE-I** hereto or part thereof and the VENDORS/OWNERS shall not execute with or in favour of any person/s any Sale Deed or agreement in respect of the said property described in **SCHEDULE-I** hereto during subsistence of this Agreement.

16. Either parties to this Agreement shall be entitled to specific performance of this Agreement.

17. It is clearly understood between the parties that the DEVELOPER developing the said property thereby undertaking construction of residential/commercial premises thereon for its own use and/or sell such premises in such buildings to the prospective buyers procured by the purchaser if found expedient by the DEVELOPER without any reference to the VENDORS/OWNERS, except the VENDOR/OWNER's premises hereby agreed to be given as a part of consideration in kind.

18. The DEVELOPER shall complete the construction of the VENDORS/OWNERS's premises as per the specifications given in **SCHEDULE-III** written hereunder and shall complete the construction thereof in all respects and obtain the occupancy certificate thereof from Ponda Municipal Council within a period of 36 months from the date of obtaining approval from RERA. The issuance of occupancy certificate shall be the conclusive proof of such completion.

In case the construction of the VENDOR/OWNER's premises could not be completed within the said period of 36 months for any reason, other

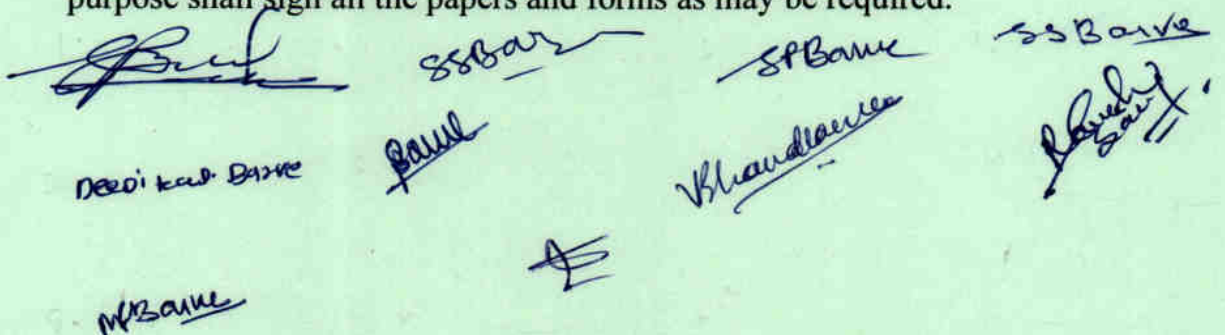
Deepika D. Bhave
 MR Bhave
 SSB
 SPBhave
 SSBhave
 Bhondarkar
 SSBhave

than litigation relating to the title of the said land, then in such case the time limit for completion of the VENDOR/OWNER's premises shall be extended by further period of six months.

19. The DEVELOPER guarantees that the said premises, which are agreed to be built for the VENDORS/OWNERS in accordance with this Agreement i.e. the VENDORS/OWNERS's premises shall have the specifications set out in the **SCHEDULE-III** hereto. Adherence to the specifications shall in case of doubt be certified by an Architect/Engineer of the project.

20. On fulfillment of the terms and conditions of this Agreement, the VENDORS/OWNERS agrees to transfer and convey the said property with the exception of the VENDOR/OWNER's premises, agreed to be allotted to the VENDORS/OWNERS and fully described in the **SCHEDULE-II** hereto, to the DEVELOPER and/or its nominee or nominees including a Co-operative Housing or Maintenance Society/Limited Company/ Federation/ Trust/ Legal entity/ Apex Body formed by DEVELOPER or any of its nominees, transferee, prospective purchaser and in doing so the DEVELOPER/its director shall be entitled to represent the VENDORS/OWNERS as their attorney vide the instrument of Power of Attorney executed in performance of clause (7) hereinabove.

21. The VENDORS/OWNERS or the persons to whom the VENDOR/OWNER's premises are sold/ transferred to, shall join as member and shall pay regularly monthly contribution and all other charges to the Co-operative Housing or Maintenance Society/Limited Company/ Federation/ Trust/ Legal entity/ Apex Body with respect to the VENDOR/OWNER's premises respectively, if such Co-operative Housing or Maintenance Society/Limited Company/ Federation/ Trust/ Legal entity/ Apex Body is formed by the occupants of the building and for that purpose shall sign all the papers and forms as may be required.



 Devi Kaur Bawe
 M/Bawe
 S/S Bawe
 S/P Bawe
 S/S Bawe
 S/S Bawe

22. That the VENDORS/OWNERS shall execute one Sale Deed/Conveyance Deed in respect of all their rights in the said property described in **SCHEDULE-I** hereto or more than one Sale Deed/Conveyance Deed for the part of their rights/share if so desired by the DEVELOPER. The sale deed/s as above shall, if so desired by the DEVELOPER, be executed in favour of any nominees/s including individual, co-operative society/company trust/legal entity specifically indicated by the DEVELOPER. All costs, expenses, fees, charges, stamp duty, registration fees etc. in respect of such sale deed/Conveyance deed to the extent of the VENDOR/OWNER's premises of shall be borne by the VENDORS/OWNERS for their respective premises.

23. It is agreed between the parties that the trees and/or structures existing in the said property, if required, be felled by the DEVELOPER, without any additional consideration.

24. All the plans, designs, layouts etc. that may be prepared by the DEVELOPER shall be binding on the VENDORS/OWNERS and the VENDORS/OWNERS shall not be entitled to seek changes therein. However, the VENDORS/OWNERS shall in no way be liable for any defects in planning layout etc. and that the location and area of the VENDOR/OWNER's premises shall not be changed/reduced.

25. The DEVELOPER's premises shall be for the exclusive use, occupation, sale, disposal of the DEVELOPER. The DEVELOPER shall be entitled to sell/dispose off or deal with in any way the DEVELOPER's premises in the said building/s and appropriate proceeds thereof towards cost of construction.

26. The DEVELOPER shall have a first lien and paramount charges on the DEVELOPER's premises in respect of any amount payable by the VENDORS/OWNERS under the terms and conditions of this Agreement.



D. B. Bhatt

M. B. Bhatt







27. The DEVELOPER is entitled to negotiate freely with the prospective purchasers of the residential apartments/ shops/ offices/ any other structure/ premises and settle the terms and conditions for the sale and transfer of the such premises and also to appropriate themselves or and the entire benefits of all the residential apartments/ shops/ offices/ any other structure/ premises with the exception of VENDOR/OWNER's premises to be allotted to the VENDORS/OWNERS and as described/enlisted in **SCHEDULE-II** written hereunder.

28. All the rights, privileges pertaining to permissions, licences, approvals, if are obtained by the VENDORS/OWNERS pertaining to said property from any authority, Department, Body council shall stand assigned in favour of the DEVELOPER.

29. The DEVELOPER shall be entitled to seek renewals, revisions, alterations changes in the plans, permissions approvals on behalf of the VENDORS/OWNERS as their attorney by virtue of the Power of Attorney that shall be executed in favour of the DEVELOPER and/or its nominee without any changes to the VENDORS/OWNERS's premises agreed to be allotted to the VENDORS/OWNERS in terms of this Agreement


30. The VENDORS/OWNERS covenant with the DEVELOPER that the Power of Attorney that shall be executed in favour of the DEVELOPER / its director shall be irrevocable. The intention being that as the DEVELOPER shall be developing the said property as described in **SCHEDULE-I** written hereunder at its own cost and expenses and by incurring the expenses in connection with obtaining licenses/ permissions, cost of development etc. for development, sale of premises etc., the unilateral revocation of Power of Attorney or termination of agreement shall cause severe losses to the DEVELOPER in terms of expenses as also in terms of loss of reputation.



Deepika D. Barre



SP Barre



SP Barre



SP Barre




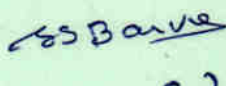

SP Barre

31. The following costs and expenses shall be the sole responsibility of the DEVELOPER/ its nominee:

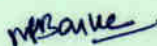
- a) All contractual obligations and money to be paid arising out of the same to any financier / proposed purchaser of any premises.
- b) All contractual obligations and money to be paid in the course of development/construction activities on the said property.
- c) Any penalties, charges, duties, fines, taxes and other monies to be paid to any statutory body or authority in connection with the project of constructions to be started by the DEVELOPER in the said property.
- d) All the liabilities and monies to be paid to the contractors, workers and employees of the DEVELOPER.
- e) the cost of preparing plans, designs, etc. and obtaining the necessary sanctions / approvals
- f) the costs of acquiring Land Conversion Sanad
- g) payment for obtaining all kinds of permissions/ licenses to Government Authorities or to the municipality and deposits & other charges payable to any Authorities
- h) construction costs including cost of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work
- i) fees and charges payable to Architects, Civil Contractors, R.C.C. Consultants, Supervisors, Engineers, Structural Engineers and contractors and all other persons engaged for the purpose and all kinds of insurance premium (including premium payable for employees, labourers, workers, etc.)
- j) all costs, charges and expenses if any to be incurred including payment of any amount in any manner to municipality, Sate Government or any other concerned authority for carrying out the development on the said property.


Deepika D. Bawe


Bawe

 SP Bawe  SS Bawe
 Maheshwari



 Bawe



32. The Corpus Fund/maintenance amounts of the respected premises shall be borne by the respective VENDORS/OWNERS of the premises allotted to them as described/enlisted in **SCHEDULE-II**.

33. The VENDORS/OWNERS shall be bound to pay all taxes, levies, duties etc. by way of Infrastructure tax, GST, Cess or any other taxes, fees etc. which may be applicable from time to time towards their respective premises.

34. The name of the residential/commercial building which shall be constructed by the DEVELOPER on the said property as described in **SCHEDULE-I** written hereunder shall be named as "**RAJ ELITE**".

35. The VENDORS/OWNERS do hereby authorize the DEVELOPER to execute any agreements for sale of any of the premises in the buildings proposed to be constructed on said property without joining the VENDORS/OWNERS as parties to such agreements save and except the VENDOR/OWNER's premises referred in clause 6 sub-clause(ii) herein above and described/enlisted in **SCHEDULE-II** written hereunder.

36. The DEVELOPER shall be entitled to create any mortgage, charge or lien of whatsoever nature on the said property in order to raise finance for carrying out the development and construction work of the entire project. However, VENDORS/OWNERS shall not be liable for any such mortgage, charge or lien of whatsoever nature on the said property or for any costs, expenses or any liabilities incurred thereon by the DEVELOPER towards any party. Further, it is agreed that the prospective buyers of the Developers premises shall be entitled to mortgage/raise housing loans secured on their respective premises agreed to be purchased alongwith undivided proportionate right in said property, to any bank or financial institution.



 SPBave
 ssBave
 Deepika D Bave
 Pave
 Vhandanika
 MBave
 E

37. In case of any defects are noted/detected pertaining to the title of the VENDORS/OWNERS over the said property as described in SCHEDULE-I written hereunder, the same shall be cleared by the VENDORS/OWNERS at their own cost and expenses and the time for performance of the DEVELOPER's obligation hereunder shall stand proportionately extended.

In case any such defects could not be rectified by the vendors the DEVELOPER shall be entitled to suspend DEVELOPER's obligation hereunder and seek from the VENDORS/OWNERS all and whatever expenses incurred by the DEVELOPER pursuant to this Agreement as also all the monies paid hereunder.

38. It shall be lawful for the DEVELOPER to ignore any such defects and seek performance of this Agreement from the VENDORS/OWNERS notwithstanding such defects.

39. The VENDORS/OWNERS shall execute any further Agreement confirming, correcting and/or modifying this Agreement to impart its true effect as may be desired by the DEVELOPER as also further Power of Attorney granting further powers to perform this Agreement in its true intent.

40. The DEVELOPER shall not at any time cause or permit any public or private nuisance in or upon the said property or do anything which shall cause unnecessary annoyance, inconvenience, sufferings, hardships or disturbance to VENDORS/OWNERS or to the occupants the neighboring properties.

41. The VENDORS/OWNERS declares that they have already paid all the municipal taxes, land revenues, water charges and electricity charges etc. payable to the concerned departments, and that there are no dues



DEEPIKA D. BARRE














payables to any of the aforesaid authorities. The DEVELOPER shall pay all the outgoings from the date of the vendors put the DEVELOPER in possession of the said property.

42. It is specifically agreed that as from the date hereof the said property shall be handled at the entire risk of the DEVELOPER in all respects.

43. The parties are aware that the project to be constructed on the said property shall have to be registered under **THE REAL ESTATE REGULATION AND DEVELOPMENT ACT, 2016** and it is hereby agreed between the parties that all the said Act and the rules shall be applicable to the VENDORS/OWNERS as well as DEVELOPER and that the VENDORS/OWNERS shall get themselves registered as VENDORS/OWNERS and DEVELOPER of the project to be constructed on the said property and that both the parties shall be equally responsible and liable for the same.

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

SCHEDULE - I

ALL THAT landed property known as 'PODERACHA GHARACODIL' situated at Ponda Goa within the jurisdiction of Ponda Municipal Council and registered in the Land Registration of Panjai bearing inscription no. 15877 and described under no. 8122 at folios 159 in the book B-21 (new) and surveyed under new survey no. 10/2-D of village Ponda admeasuring 1657 sq.mts.and bounded as under:

EAST: By strip of land wherein there exist a Govt residential quarters

WEST: By property bearing survey no.11 of village Ponda

NORTH: By property bearing survey No. 10/2 of village Ponda

SOUTH: By property bearing survey no.10/3 of village Ponda



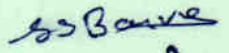
Deepika D. Bane



S.S. Bane



S.P. Bane



S.S. Bane





SCHEDULE – II**(DETAILS OF VENDOR/OWNER'S PREMISES)**

i) Details of premises allotted to Vendors/Owners at sr. no. 1 & 2				
Sr. No	Apartment No	Floor	Carpet Area in Sq. mts.	Super builtup area in Sq.mts.
1	203	Second Floor	63.00	91.00
2	301	Third Floor	102.00	146.00
3	302	Third Floor	107.00	153.00
4	303	Third Floor	63.00	91.00
5	403	Fourth Floor	63.00	91.00
Total				
			423.00	611.00

Sr. No	Shop No	Floor	Carpet Area in Sq. mts.	Super builtup area in Sq.mts.
1	08	Ground Floor	25.00	39.00
Total				
			25.00	39.00

❖ Two (02) Stilt Car parking.

ii) Details of premises allotted to Vendors/Owners at sr. no. 3 & 4				
Sr. No	Apartment No	Floor	Carpet Area in Sq. mts.	Super builtup area in Sq.mts.
1	204	Second Floor	107.00	153.00
2	205	Second Floor	102.00	146.00
Total				
			234.00	338.00

Sr. No	Shop No	Floor	Carpet Area in Sq. mts.	Super builtup area in Sq.mts.
1	06	Ground Floor	25.00	39.00
Total				
			25.00	39.00

❖ Two (02) Stilt Car parking.



Deepika D. Bante



SSBante



SSBante



SSBante




iii) Details of premises allotted to Vendors/Owners at sr. no.5, 6&7				
Sr. No	Apartment No	Floor	Carpet Area in Sq. mts.	Super builtup area in Sq.mts.
1	201	Second Floor	102.00	146.00
2	202	Second Floor	107.00	153.00
Sr. No	Shop No	Floor	Carpet Area in Sq. mts.	Super builtup area in Sq.mts.
1	07	Ground Floor	25.00	39.00
Total			234.00	338.00

❖ Two (02) Stilt Car parking.

iv) Details of premises allotted to Vendors/Owners at sr. no. 8 & 9				
Sr. No	Apartment No	Floor	Carpet Area in Sq. mts.	Super builtup area in Sq.mts.
1	304	Third Floor	107.00	153.00
2	305	Third Floor	102.00	146.00
Sr. No	Shop No	Floor	Carpet Area in Sq. mts.	Super builtup area in Sq.mts.
1	13	Ground Floor	25.00	39.00
Total			234.00	338.00

❖ Two (02) Stilt Car parking.

v) Details of Common Hall allotted to all the Vendors/Owners				
Sr. No	Premises	Floor	Carpet Area in Sq. mts.	Super builtup area in Sq.mts.
1	Common Hall	Seventh Floor	40.00	40.00
Total			40.00	40.00

[Signature]

Deepika D Barve

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

SCHEDULE – III

AMENITIES, FACILITIES AND SPECIFICATIONS TO BE PROVIDED FOR VENDOR/OWNER'S PREMISES

1. Structure:-

It is a R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be of brick masonry/AAC Blocks 10cm and the external walls will be brick/laterite masonry/AAC Blocks 23cm.

2. Plaster:-

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat cement plaster/Gypsum plaster.

3. Tiling:-

The flooring will be Vitrified tiles or equivalent. Toilet walls will have full height glazed tiles.

4. Doors and Shutters:-

The doors will be of standard size flush/HDF in wooden frame. The shop will have M.S. Rolling Shutters.

5. Windows:-

Windows will be of powder coated aluminum sliding shutters.

6. Kitchen:-

The Kitchen will have a granite platform with top and 60 cms Glazed granite lining above the platform. Stainless steel sink with single bowl will be provided.

7. Internal Decor:-

The walls will be painted with oil bound distemper. Doors will be painted/varnished/ polished.



Deepika D. Barre



Paul



Vharendran



SSBarre





8. External Decor:-

External walls will be painted with weather shield paint on cement base primer.

9. Plumbing and Sanitary:-

Soil, waste and water pipes will be partially concealed white glazed European W.C. units will be provided with flushing system. The sanitary installation will be in accordance with Municipal specification. Shower and wash basin will be provided in each toilet with hot and cold mixer fittings.

10. Electrical Installation:-

The electrical wiring will be concealed with polycab/Anchor/Finolex or equivalent quality cables. All switches will be of Roma Anchor modular switches or equivalent quality with three phase electricity connection.


11. Water Tank:-

A underground sump with an electric pump will be provided.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on the day and the ~~year~~ hereinabove mentioned.



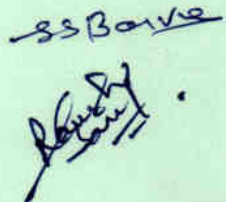
Deepika D. Barve



SP Barve



SP Barve



SP Barve

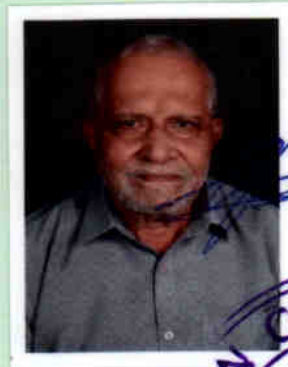


SP Barve



SP Barve

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED
"VENDORS/OWNERS" OF THE FIRST PART



Barve

Barve

1. SHRI. SURESH PANDURANG BARVE



Barve

Suman Barve

2. SMT. SUMAN SURESH BARVE



SPB



SPBarve

3. SHRI. SUBHASH PANDURANG BARVE

Barve

Suman Barve

SPBarve

SSBarve

Deepika Barve

Barve

Khondare

Barve

MPBarve

Barve

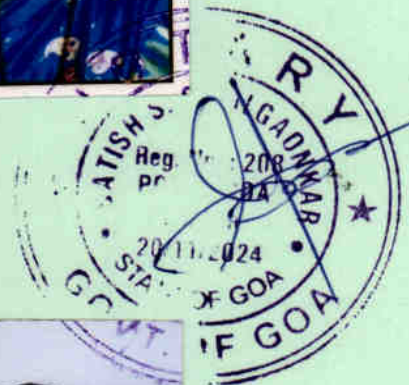


SS Barve



S Barve

4. SMT. SUCHITA SUBHASH BARVE



Deepika

Deepika D. Barve



5. SMT. DEEPA alias DEEPIKA DIPENDRA BARVE

Barve



Barve

6. MS. SIDDHI DIPENDRA BARVE alias MRS. SIDDHI VIRAJIT BHANDANKAR,

[Handwritten signature]

SS Barve

SP Barve

SS Barve

Deepika D. Barve

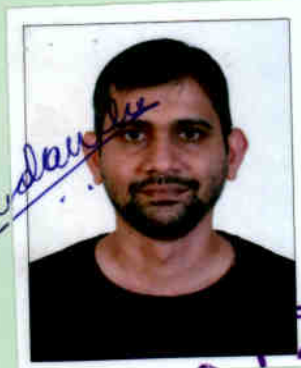
Barve

Bhandarkar

[Handwritten signature]

MR Barve

[Handwritten mark]



Bhandankar

Bhandankar

7. MR. VIRAJIT BHASKAR BHANDANKAR



Ramesh Barve

Ramesh

8. SHRI. RAMESH PANDURANG BARVE



Medha

MBarve



9. SMT. MEDHA RAMESH BARVE

Deepika Barve

SS Barve

SP Barve

SS Barve

Deepika Barve

Paul

Bhandankar

Ramesh Barve

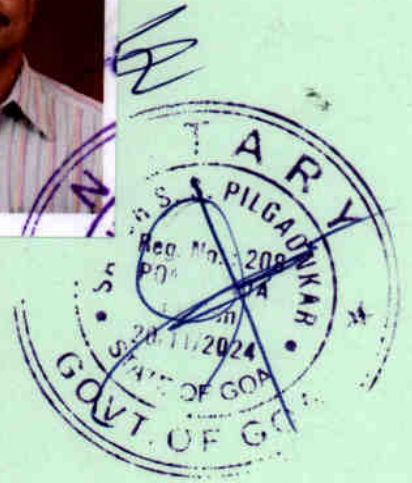
MBarve

R

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED
"DEVELOPER" OF THE SECOND PART,
M/S RAJ HOUSING DEVELOPMENT PRIVATE LIMITED,
through its authorised DIRECTOR



(SHRI. SANDIP NILKANTH NIGALYE)



IN PRESENCE OF :

1. Adv. Chaitali S. Raikar Raikar

2. Mrs. Priya. R. vaidya Priya

Deepika D. Baware

SSBare

SPBare

SSBare

Paul

Khandankar

Shri. Nigalye

MBare



GOVERNMENT OF GOA

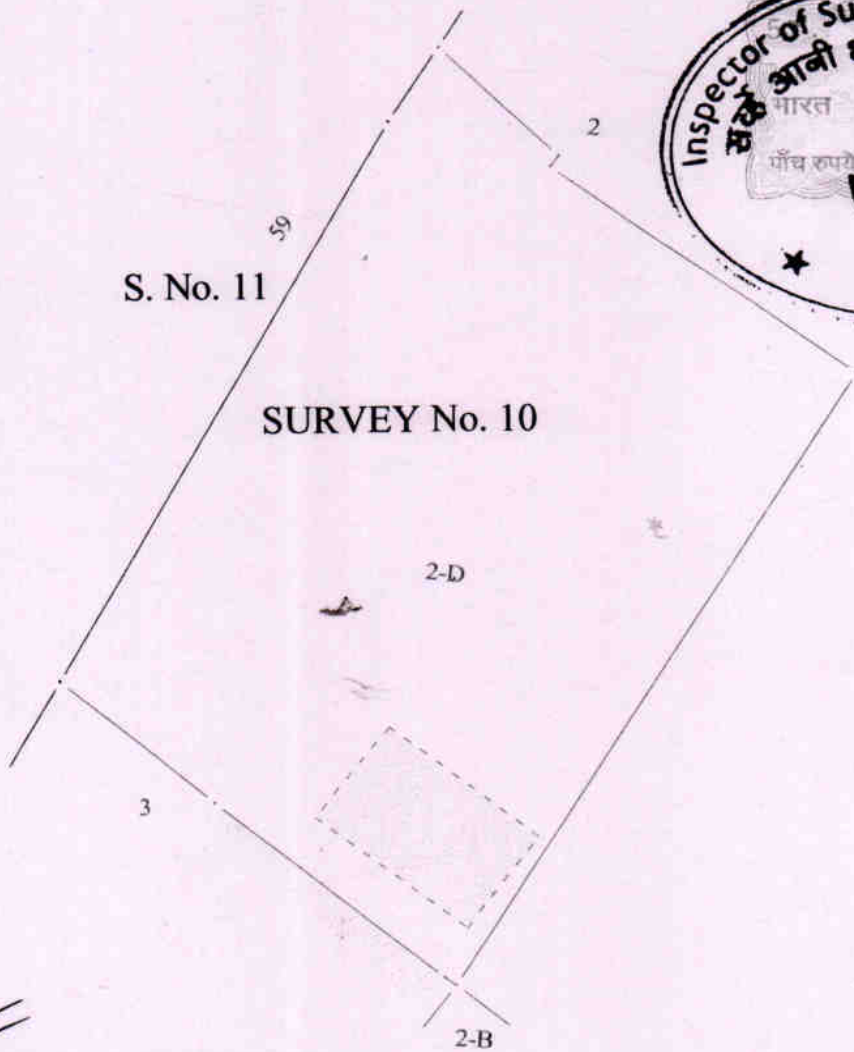
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
PONDA - GOA

Tokan No. CPON 221-1284



Plan Showing plots situated at
Village : PONDA
Taluka : PONDA
Survey No./Subdivision No. : 10/ 2-D
Scale : 1:500

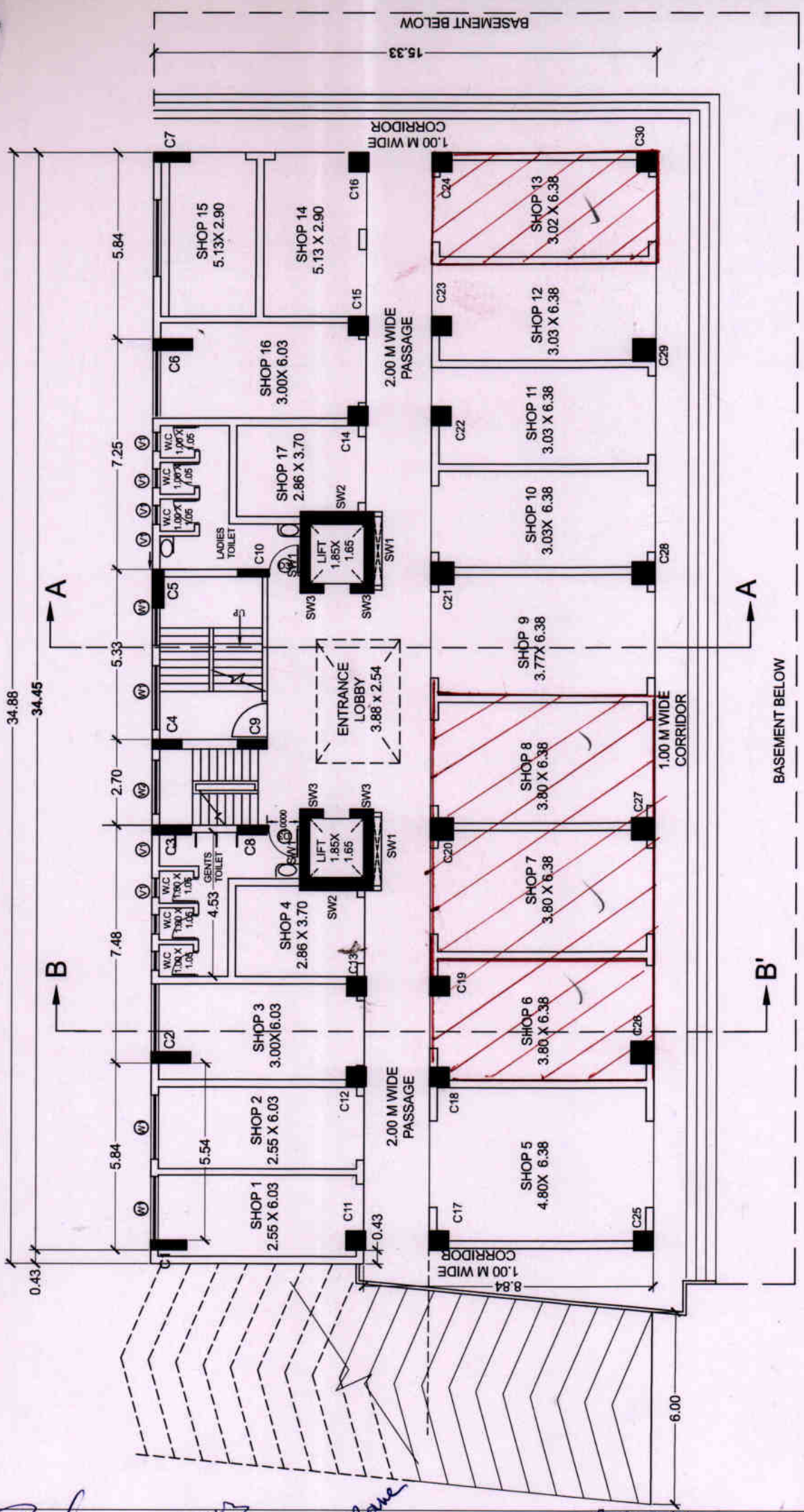
5/2/21
(ANAND V. VAIGANKAR)
Inspector of Survey &
Land Records.



Generated By : RUCHITA MADKAIKAR(D'Man Gr.II)
On :04-02-2021

Compared By: NAYANA KERKAR (H.S)

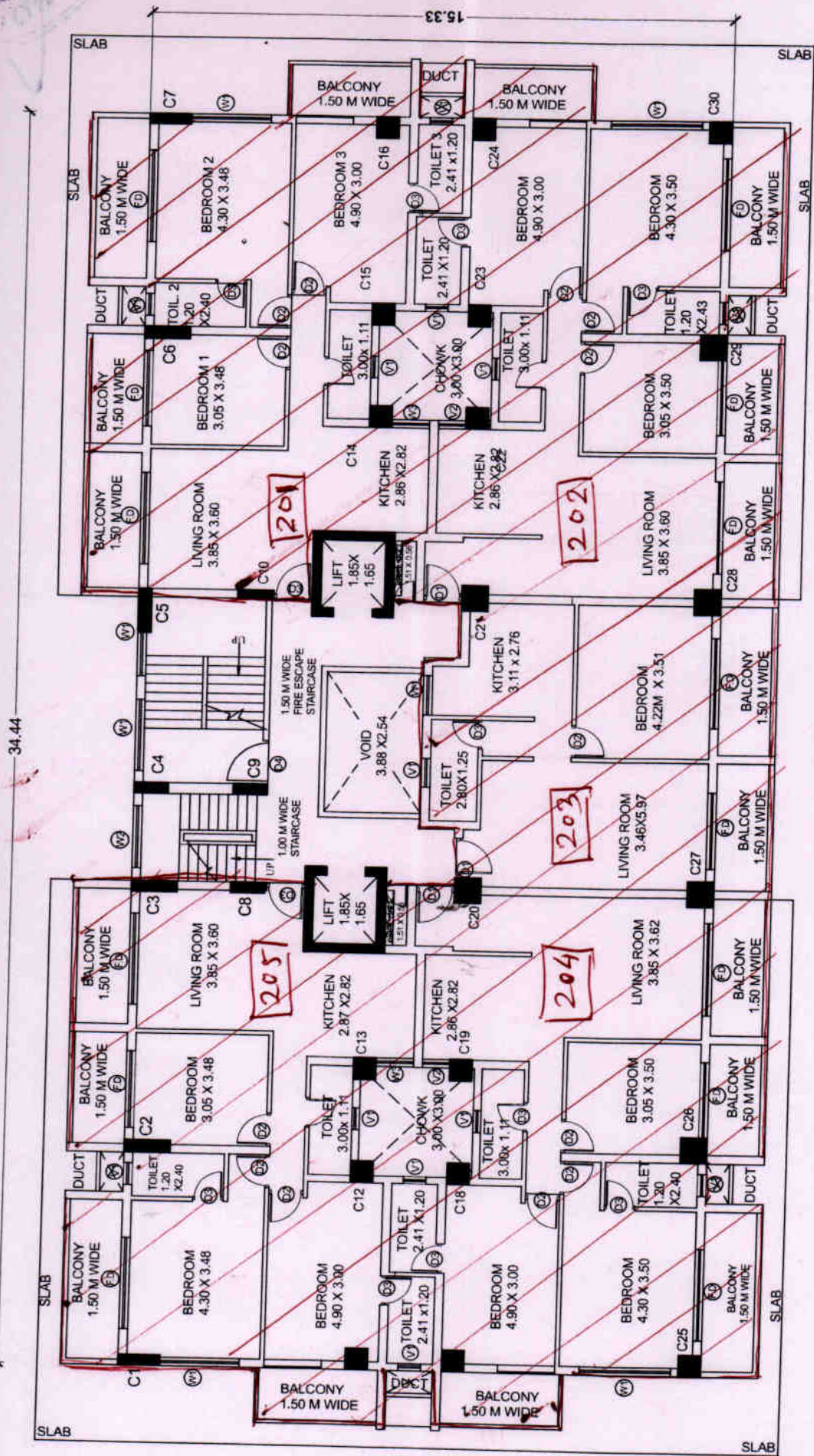
DEEPIKA D. BAVE
MPBAVE
SSBAVE
SPBAVE
V. Bhandarkar
SSBAVE



DESCRIPTION OF THE PROPERTY PROPOSED RESIDENTIAL AND COMMERCIAL COMPLEX FOR MR. SURESH BARVE AND OTHERS C/O RAJ HOUSING DEVELOPMENT PVT.LTD. ON PLOT BEARING SURVEY NO.10/2-D SITUATED IN TALUKA PONDA GOA	DESIGNED BY :	ARCH. MACHINDRA	CHECKED BY :	MACHINDRA	DATED :	13 / 03 / 2021
	CONTENT :		GROUND FLOOR PLAN		DWG NO. :	



Paul
 Khandankar
 SPBame
 SSBame
 DEEPIKA D. BARVE



SECOND - FLOOR PLAN
SCALE 1:100

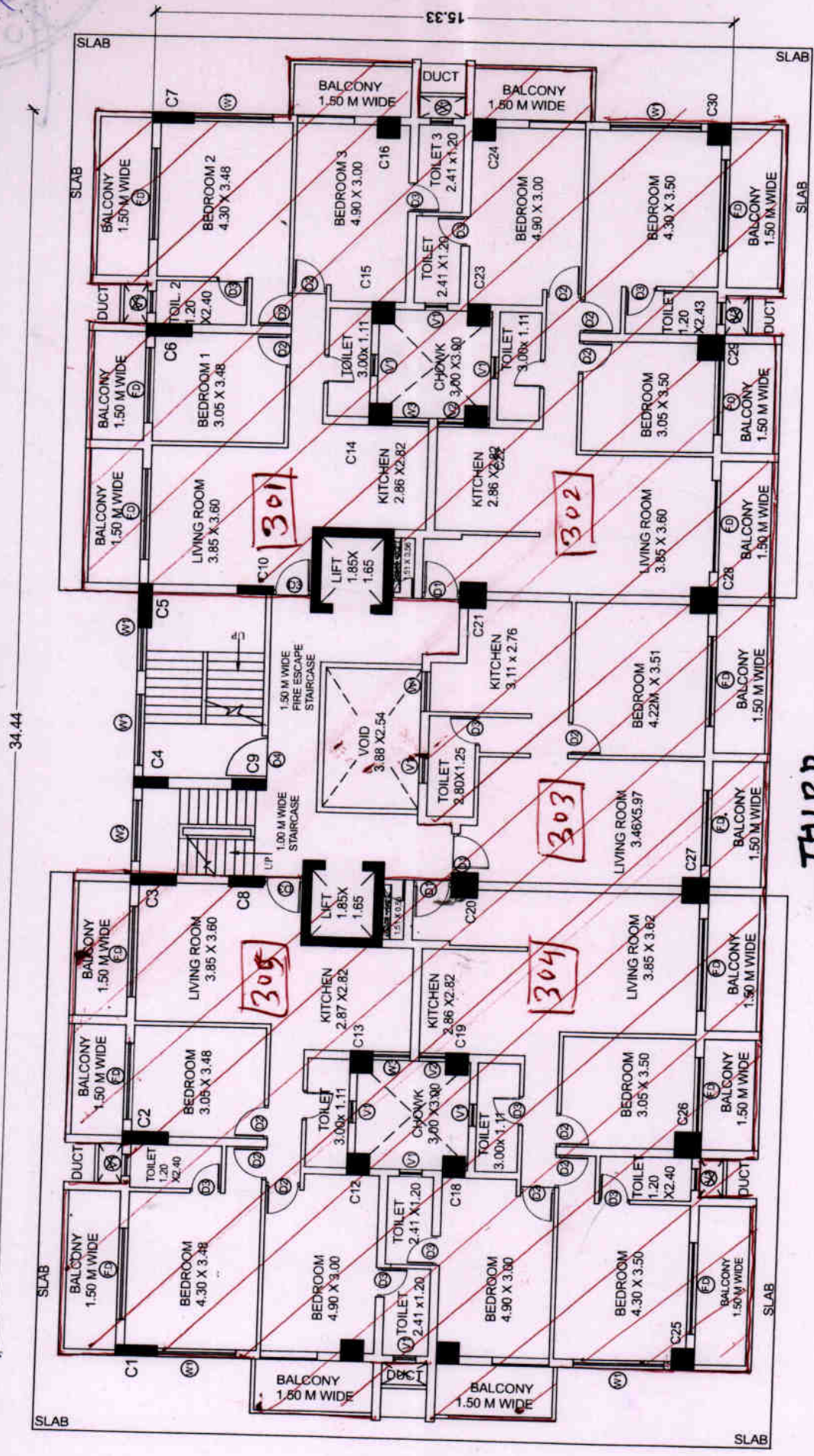
Paul
Mhandavkar
SSBave
MKBave
Deepika D. Bave



DESCRIPTION OF THE PROPERTY

PROPOSED RESIDENTIAL AND COMMERCIAL COMPLEX FOR MR. SURESH BARVE AND OTHERS C/O RAJ HOUSING DEVELOPMENT PVT.LTD. ON PLOT BEARING SURVEY NO. 10/2-D SITUATED IN TALUKA PONDA GOA

DESIGNED BY :	ARCH. MACHINDRA	DRAWN BY :	GAITREE	CHECKED BY :	MACHINDRA	DATED :	13 / 03 / 2021
CONTENT :							DWG NO. :
SECOND TO FIFTH FLOOR PLAN							



THIRD FLOOR PLAN
SCALE 1:100

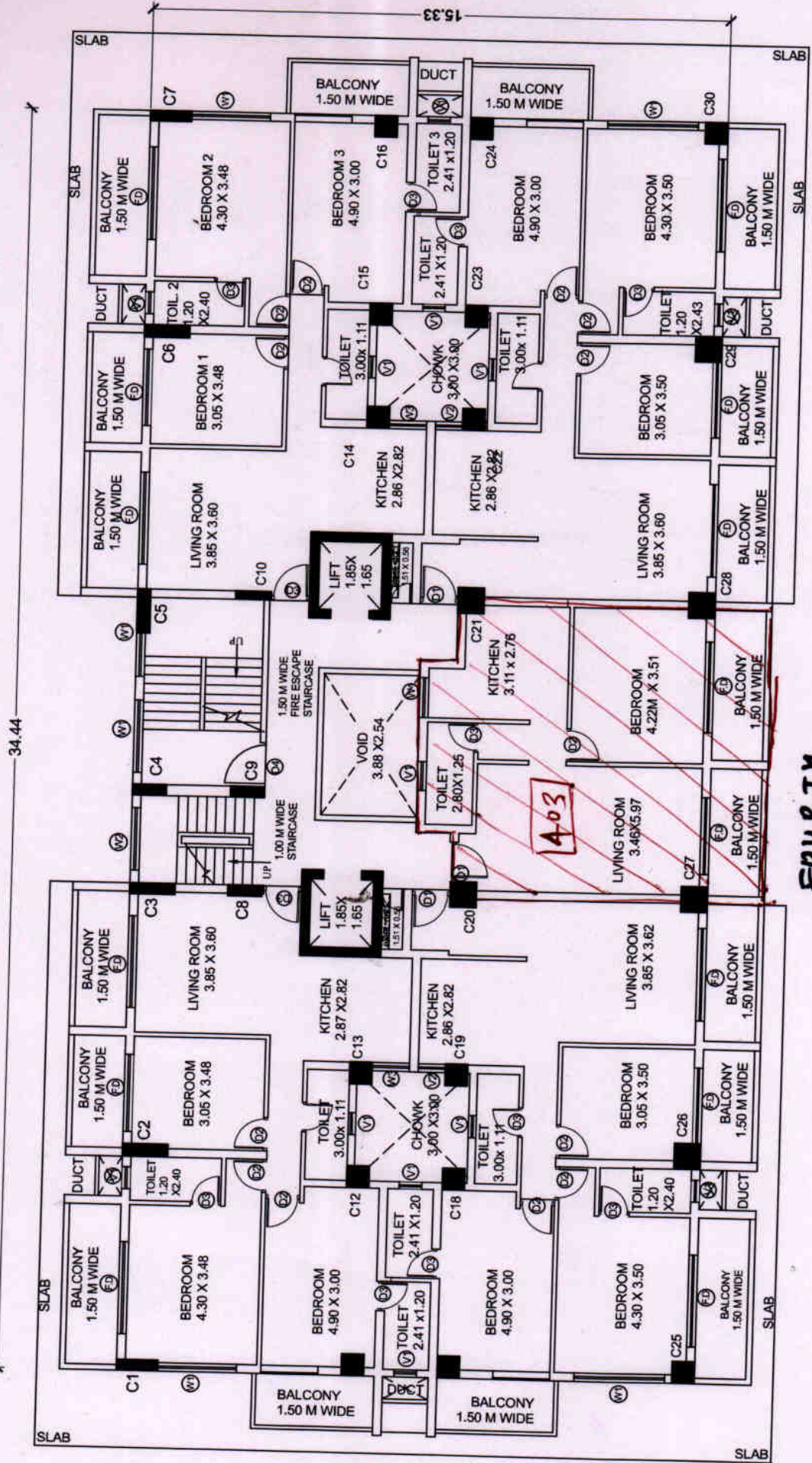
Paul
Khanda...
SS Barve
Deepika D. Barve



DESCRIPTION OF THE PROPERTY

PROPOSED RESIDENTIAL AND COMMERCIAL COMPLEX FOR MR. SURESH BARVE AND OTHERS C/O RAJ HOUSING DEVELOPMENT PVT.LTD. ON PLOT BEARING SURVEY NO. 10/2-D SITUATED IN TALUKA PONDA GOA

DESIGNED BY:	ARCH. MACHINDRA	CHECKED BY:	MACHINDRA	DATED:	13 / 03 / 2021
CONTENT:			SECOND TO FIFTH FLOOR PLAN		
					DWG NO:



FOURTH FLOOR PLAN
SCALE 1:100

Paul
Mhandar
Shrey
S.S. Barve
Deerika D. Barve

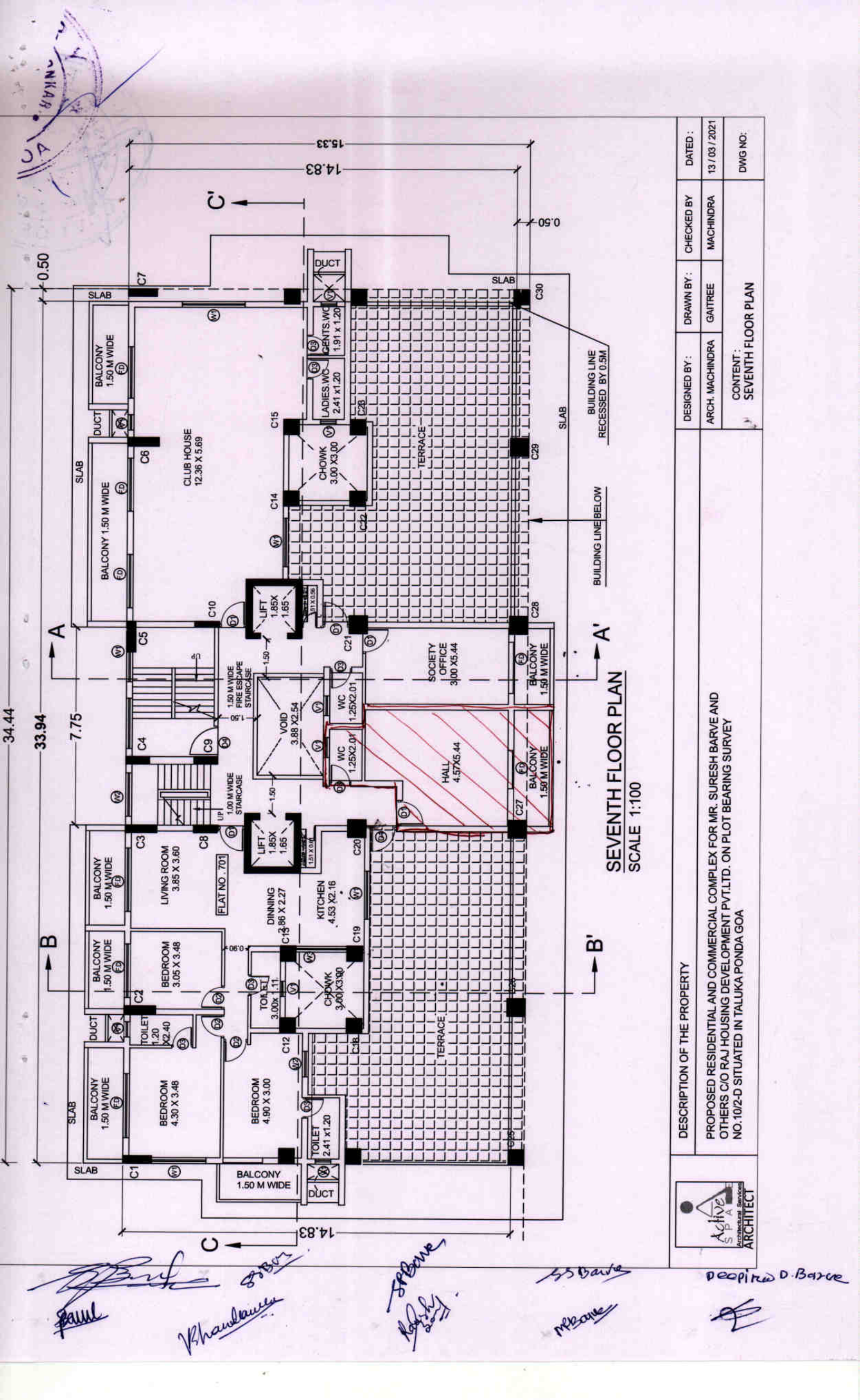
DESIGNED BY:	ARCH. MACHINDRA	DRAWN BY:	GAITREE	CHECKED BY:	MACHINDRA	DATED:	13 / 03 / 2021
CONTENT:							DWG NO:

DESCRIPTION OF THE PROPERTY

PROPOSED RESIDENTIAL AND COMMERCIAL COMPLEX FOR MR. SURESH BARVE AND OTHERS C/O RAJ HOUSING DEVELOPMENT PVT.LTD. ON PLOT BEARING SURVEY NO. 10/2-D SITUATED IN TALUKA PONDA GOA



SECOND TO FIFTH FLOOR PLAN



Handwritten notes and signatures at the top left of the plan.

Paul
 Khawar
 SPB
 MeBarve
 Deepika D. Barve

DESCRIPTION OF THE PROPERTY PROPOSED RESIDENTIAL AND COMMERCIAL COMPLEX FOR MR. SURESH BARVE AND OTHERS C/O RAJ HOUSING DEVELOPMENT PVT.LTD. ON PLOT BEARING SURVEY NO. 10/2-D SITUATED IN TALUKA PONDA GOA	DESIGNED BY:	ARCH. MACHINDRA	DRAWN BY:	GAITREE	CHECKED BY:	MACHINDRA	DATED:	13 / 03 / 2021
	CONTENT: SEVENTH FLOOR PLAN						DWG NO:	



Raj Housing Development Private Limited

Regd. Off: 401, 4th Floor, Rajdeep Galleria, Sadar, Ponda - Goa 403401

Ph: + 91 (832) 2312072, 2314647

GSTIN: 30AACCR8639R1ZS CIN: U45201GA2004PTC003657



Certified true copy of the resolution passed at the meeting of the Board of Directors of RAJ HOUSING DEVELOPMENT PRIVATE LIMITED, having CIN: _____ held on 16-11-2020 at the registered office of the Company at office 401, 4th floor, Rajdeep Galleria, Sadar, Ponda Goa 403401

The Chairman informed the Board that the Company intends to enter into Agreement for Development and sale and the Company needs to authorize its officers to execute the necessary agreements, deeds and other documents on behalf of the Company. Upon discussions it was unanimously;

“RESOLVED THAT approval of the Board of Directors be and is hereby given for execution of an Agreement for Development and sale as per the draft of the said Agreement tabled before the meeting initialled by the Chairman for the purpose of identification, to be entered into between the Company and Mr. Suresh Pandurang Barve and others, owners of property known as “Poderacha Gharacodil”, surveyed under survey no 10/2-D of village Ponda.”

“FURTHER RESOLVED THAT Shri. Sandip Nilkanth Nigalye and Smt. Pratibha Sandip Nigalye, Directors of the Company, be and are severally authorised to sign and execute the said Agreement for Development and sale with an authority to make any amendment or alteration to the said agreement as may be necessary and also to register and admit the execution of the agreements, documents, deeds, etc., on behalf of the Company before the office of Sub- Registrar and/or before any Notary at Ponda or at any other place and to do all such acts, matters, things and to take all steps as may be required and necessary for giving effect to the said agreement.”

“FURTHER RESOLVED THAT a certified copy of the foregoing resolution signed by anyone Director of the Company be provided to the concerned authorities for their reference and records.”

For and Behalf of Board of
RAJ HOUSING DEVELOPMENT PVT. LTD.,


Sandip Nilkanth Nigalye




Pratibha Sandip Nigalye



EXECUTED BEFORE ME
WHICH I ATTEST


SATISH S. S. PILGAONKAR
NOTARY
PONDA-GOIA
State of Goa (India)

Reg. No. 729/2021

Date : 16/8/2021