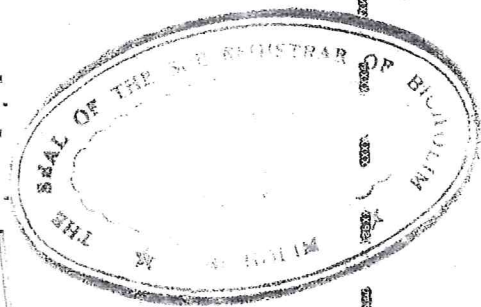




गोवा GOA

5632 Date 11/02/2021  
25000/-  
Shaukar Rao A. Desai  
Maulanagar Sankhal  
The value of Rs. 116000/-



2021-BCH-134  
20/02/2021



AGREEMENT FOR DEVELOPMENT  
CUM SALE

Signature of Shaukar Rao A. Desai  
Signature of Maulanagar Sankhal  
Signature of Radji

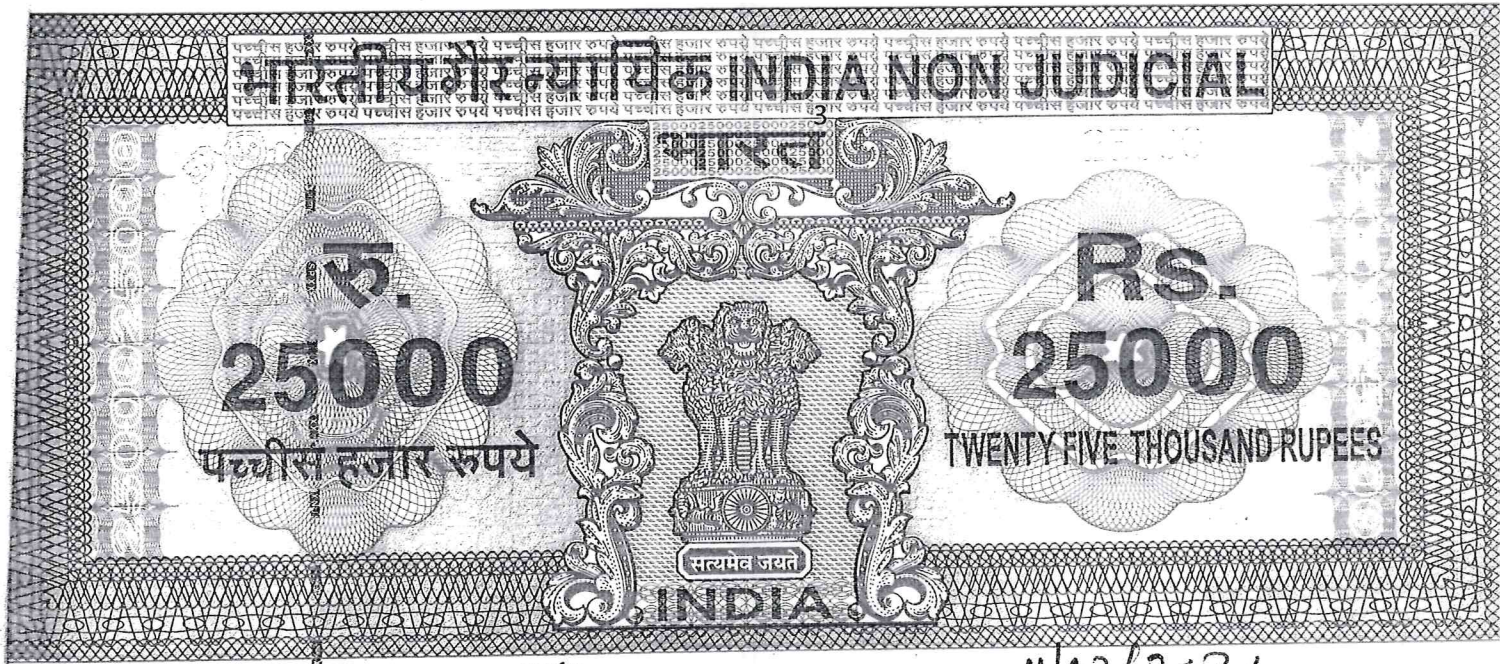


गोवा GOA

No. 5632 Place of Vend. 11/02/2021  
Date of issue 25000/-  
Value of the Stamp Shankar Rao A. Desai  
Name of the Person Maulangad Sankhat  
Residing at Sankhat  
There is no one to be Stamp paper of the value of Rs. 116000/-  
Additional Stamp Papers for the completion of the value is  
Name of the Person [Signature]  
Signature of the [Signature]  
Signature of Purchaser [Signature]  
No. of Stamp 5632

AGREEMENT FOR DEVELOPMENT  
CUM SALE

[Signature] [Signature] Rajji



गोवा GOA

No. 5632 Date of issue 11/02/2021  
Value of the Stamp 25000/-  
Name of the person 104003  
Signature of the person Shankarrao A. Desai  
Signature of the person Maulanagat Sathali  
Signature of the person 116000/-  
Signature of the person  
Signature of the person  
Signature of the person

AGREEMENT FOR DEVELOPMENT  
CUM SALE

Shankarrao A. Desai  
Maulanagat Sathali  
Shankarrao A. Desai



गोवा GOA

No. 5632 11/02/2021 104004  
Value of Rs. 25000/-  
Shankarsoo A. Desai  
Maulaystad Saibhali  
As there is no stamp of Rs. 116000/-  
Signature of the  
Signature of the Purchaser

AGREEMENT FOR DEVELOPMENT  
CUM SALE

Shankar  
Saibhali  
ZCJ



गोवा GOA

In No. 5632 Place of Vend. 11/02/2021  
Value of the Stamp 15000/-  
Name of the Person Shankarrao A. Desai  
Residing at Maulayated Sambhal  
As there is no other Stamp paper for the value of Rs. 116000/-  
additional Stamp Papers for the completion of the value is  
attached herewith

069406

Signature of Vendor  
M. ST. Parab  
Lic. No. AT SIP/VEN/14677

*[Signature]*  
Signature of Purchaser

**AGREEMENT FOR DEVELOPMENT  
CUM SALE**

*[Signature]* *[Signature]* *[Signature]*



गोवा GOA

Sr. No. 3632 Place of Vend. Date of Issue 11/02/2021  
Value of the Stamp Paper Rs. 1000/- 587702  
Name of the Purchaser Shantarrao H. Desai  
Residing at Maulangad Sakrali  
As there is no one Single Stamp paper for the value of Rs. 16000/-  
additional Stamp Papers for the completion of the value is  
attached along with  
Signature of Vendor M. S. Parab  
Lic. No. A.T. SIP/VEN/191677  
Signature of Purchaser

5

**AGREEMENT FOR DEVELOPMENT  
CUM SALE**

*[Handwritten signatures]*

THIS AGREEMENT is made at Bicholim, Goa, on this 18<sup>th</sup> day of February, 2021,

**BETWEEN**

[1] **MR. NIZAM SHAMSUDDIN LADJI**, son of Late Shri. Shamsuddin S. Ladji, 54 years of age, married, Indian National, businessman, having Aadhar Card bearing no: [REDACTED] and PAN Card no: [REDACTED], Phone No: [REDACTED]; and

[2] **MRS. ZAIDABI NIZAM LADJI**, wife of Mr. Nizam Shamsuddin Ladji, daughter of Shri. Abbas Lamture, 50 years of age, Indian National, housewife, having Aadhar Card bearing no: [REDACTED], PAN Card no: [REDACTED], phone no: [REDACTED]; both residents of House no. 370, Satiche Bhat, Cudnem, Sanquelim, Goa, 403505;

hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **FIRST PART**;

**AND**

[3] **MR. SHANKARRAO APPASAHEB DESAI**, son of Late Shri. Appasaheb P. Desai, 51 years of age, unmarried, service, Indian National, resident of House No: 62, Maulangtad, Sankhali, Goa, 403505, Proprietor of **KAKA BUILDERS**, having its registered office at

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House no. 9/1728, Maulangtad, Sankhali, Goa, 403505, hereinafter referred to as the **"DEVELOPER/PURCHASER"**, (which expression shall unless repugnant to the context or meaning thereof mean and include his executors, administrators and assigns thereof) of the **SECOND PART**.

AND WHERE AS there exists a larger property known as "GONGUEVALACODIL MOLA" by other name "GONGUEVALACODIL" by other name "GHONGEVHALA KADIL" situated at Village Maulinguem South, within the jurisdiction of Sankhali Municipal Council, Taluka and Registration Sub District of Bicholim, District North Goa, State of Goa, described in Land Registration Office of Bicholim Taluka under No.15392 of Book B-39 new, enrolled for Matriz predial in the Taluka Revenue Office under no. 263, surveyed under survey No. 43/3 of Village Maulinguem South originally admeasuring an area of 1550 square meters and this property is bounded as under:

East : by property surveyed under no. 43/4;  
 West : by remaining part of the property "Gonguevalacodil Mola of Desai";  
 North : By public road;  
 South : by property surveyed under no. 42/1.

This property admeasuring an area of 1550 square meters surveyed under no. 43/3 of Village Maulinguem South of Bicholim Taluka is herein after referred to as **SAID PROPERTY** for the sake of brevity.

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AND WHERE AS said property was purchased by one Sadashiv Kashinath Pangam and Manohar Kashinath Pangam in terms of Deed of Sale dated 01/11/1963 from its original owners ie. Desai family.

AND WHERE AS said Sadashiv Kashinath Pangam and Manohar Kashinath Pangam alongwith their respective spouses Smt. Umabai Sadashiv Pangam and Smt. Manorama Manohar Pangam sold a piece of said property admeasuring 1012.50 square meters to Shri. Ashok Narsinha Hanjunker, Shri. Digambar Narsinha Hanjunker and Shri. Kishor Narsinha Hanjunker vide Deed of Sale dated 13/11/1978 registered in the Office of Sub Registrar of Bicholim on 12/01/1979 under no. 9 of Book - I Volume no. 520 at pages 368 to 374.

AND WHERE AS said Shri. Ashok Narsinha Hanjunker expired as such his widow Smt. Ratan Ashok Hanjunker initiated inventory proceeding no. 128/2015/C in Court of Civil Judge Junior Division at Bicholim which is concluded vide final Order dated 12/04/2017.

AND WHERE AS said Shri. Digambar Narsinha Hanjunker expired as such his widow Smt. Ranjana Digambar Hanjunker initiated inventory proceeding no. 127/2015/B in Court of Civil Judge Junior Division at Bicholim which is concluded vide final Order dated 23/02/2016.

AND WHERE AS the owner no. 1 herein desirous of purchasing the said piece of Said property entered into an Agreement for Sale dated 10/01/2017 with the owners ie. said Hanjunker family which is registered

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with the Sub Registrar of Bicholim on 07/02/2017 under no. 16/2017 at pages 129 to 163 of Book I Volume no. 1432.

AND WHERE AS vide Deed of Sale dated 24/05/2017 registered on 25/05/2017 at pages 135 to 173 of Book I Volume 1483, the Owner no. 1 herein purchased the said piece of said property admeasuring 1012.50 square meters from Mrs. Ratan Ashok Hanjunkar, Mrs. Aruja Sushil Desai alias Aruja Ashok Hanjunkar, Mr. Sushil Prabhakar Desai, Mrs. Amrita Ashok Hanjunkar, Mrs. Aarti Siddhesh Shet Narvekar alias Aarti Ashok Hanjunkar, Mr. Siddesh Laxmikant Shet Narvekar, Ms. Harsha Ashok Hanjunkar, Smt. Ranjana Digambar Hanjunkar, Mr. Darshan Digambar Hanjunkar, Deepti Darshan Hanjunkar, Mr. Kishor Narsinva Hanjunkar and Mrs. Mamta Kishor Hanjunkar.

AND WHERE AS the Owner No. 1 thereafter got his name recorded in Occupants Column of Form I and XIV vide Mutation Serial no. 27282 in said property surveyed under no. 43/3 of Village Maulinguem South and subsequently applied to the Office of Deputy Collector of Bicholim for partitioning the said piece of said property admeasuring 1012.50 square meters.

AND WHERE AS at the time of survey of said property, there was area loss reported by the Government Surveyor and the Owner accepted the revised area of 981.00 square meters and being so, vide Order passed in Partition Case no. 8-352-2017-PART-BICH dated 15/10/2018 the partition of Plot admeasuring an area of 981 square meters was confirmed bearing new survey

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no. 43/3-A of Village Maulinguem South of Bicholim Taluka.

This plot admeasuring an area of 981 square meters bearing new survey no. 43/3-A of Village Maulinguem South of Bicholim Taluka bearing part of said larger property known as "GONGUEVALACODIL MOLA" by other name "GONGUEVALACODIL" by other name "GHONGEVHALA KADIL" within the jurisdiction of Sankhali Municipal Council, Taluka and Registration Sub District of Bicholim, District North Goa, State of Goa, described in Land Registration Office of Bicholim Taluka under No.15392 of Book B-39 new, enrolled for Matriz predial in the Taluka Revenue Office under no. 263, be herein after called as **SAID PLOT** for the sake of brevity and the same is bounded as under:

East : by property surveyed under no. 43/4;  
 West : by remaining part of the property surveyed under no. 43/3;  
 North : By public road;  
 South : by property surveyed under no. 42/1.

AND WHEREAS the SECOND PARTY is a Developer and Builder and is having sufficient infrastructure and expertise in the field of construction.

AND WHEREAS after having made the physical inspection of the site and all the title documents of the property and the developer being fully satisfied about the title of the owners to Said Plot described in **Schedule** of the property

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hereunder written, the owners have agreed to allow him to develop the said property situated at Village Maulinguem South, Bicholim Taluka, Goa, shall be called as "**The Said Plot**", better described herein below as **SCHEDULE** of the Plot; the parties hereto have agreed to execute this Agreement upon the terms and conditions hereinafter appearing.

AND WHEREAS the SECOND PARTY approached the FIRST PARTY with a proposal to develop the Said Plot by constructing residential flats/apartments and commercial shops subject to the necessary approvals being granted by the Competent Authorities at his own costs and expenses and The FIRST PARTY agreed for the proposal and after due deliberations and discussions among the parties it is mutually agreed upon by and between the parties:

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. The FIRST PARTY hereby declares that they are the only owners and in enjoyment of the said property and except them no other person/s has any sort of rights, title, or interest whatsoever in nature in respect of the said Plot entrusted for development.
2. The FIRST PARTY hereby declare that the said Plot entrusted for development cum sale is clear from all aspects and free from all types of encumbrances, such as mortgages, disputes, loans, liens, prior agreements of sale, court orders, attachments, litigations etc., if any found, the FIRST PARTY shall make good to the loss to SECOND PARTY that may be incurred.

3. The SECOND PARTY hereby agrees to develop the said Plot and construct there on a multi-storey building having flats/apartments and shops at his own expenses, responsibility.

4. The SECOND PARTY has a right to appoint architects, surveyors, engineers, contractors or other persons as may be necessary in connection with the development of the said Plot.

5. That the developers shall be entitled to 70% of the residential premises and 50% of commercial premises constructed in the said buildings as mentioned herein below while the owners are entitled to 30% of the residential premises and 50% of commercial premises constructed in the said buildings as per the approval of building plan only.

6. That the SECOND PARTY agrees to construct for the Owners as per ratio mentioned above the following:

A). Residential Flats/Apartments being:

i) Flat no: GF-01 admeasuring an area of 74.11 square meters approximately on Ground Floor with Stilt Parking;

ii) Flat no: FF-04 admeasuring an area of 103.81 square meters approximately on First Floor with Stilt Parking;

iii) Flat no: SF-01 admeasuring an area of 104.44 square meters approximately on Second Floor with Stilt Parking;

iv) Flat no: TF-02 admeasuring an area of 65.91 square meters approximately on Third Floor with Stilt Parking;



Radji

B]. COMMERCIAL UNITS BEING:

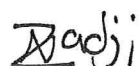
- i) Shop no: 1 admeasuring an area of 22.20 square meters;
- ii) Shop no: 2 admeasuring an area of 20.82 square meters;
- iii) Shop no: 3 admeasuring an area of 25.89 square meters;
- iv) Shop no: 6 admeasuring an area of 22.92 square meters;

(The actual area of the Flat/s and/or Shop/s may differ as per actual approved plan. Area mentioned herein is calculated as per super built value).

7. It is agreed by the developer that all the commercial premises shall be allotted to the owners on frontal side of the building and the remaining balance premises shall be adjusted towards the side of the building.

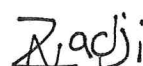
8. That the parties herein hereby unanimously agreed to name the said building Project as **"LADJI COMPLEX"**.

9. That the developers shall complete the construction of the said building within the period of 36 months from the date of issuance of Construction Licence and hand over the premises to the owners as stated in clause 6 (a) & (b) above.



10. **Vide this Agreement, the Owners have handed over the vacant and peaceful possession** of the said Plot to the SECOND PARTY and SECOND PARTY who is authorized to commence the development work on the said Plot in accordance with the plans approved and/or sanctioned by the concerned authority and take such steps as may be necessary or expedient to carry out the development of the said plots at their own costs, expenses. For the said purpose, the SECOND PARTY shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary for such development and construction work at his own costs and expenses.

11. The FIRST PARTY herein shall execute an Irrevocable Power of Attorney in favour of the SECOND PARTY for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the said development before Competent Authority, Town and Country Planning Authority, Mamlatdar, Collector, Panchayats, Electricity Department or any other Government or Semi-Government authority in connection with the said development so as to facilitate the development of the said Plot. The FIRST PARTY hereby agree that the said Irrevocable Power of Attorney shall not be, under any circumstances, revoked by the FIRST PARTY as long as these presents subsist and remain binding upon the parties hereto. If the said Power of Attorney is revoked by the FIRST PARTY and delay is caused in developing the said Plot hereby agreed to be developed the consequences arising thereof shall be at the costs of the FIRST PARTY alone.



12. That the developers are entitled to receive all the sale consideration from the prospective purchasers in respect of the allotted flats/shops to be constructed in the proposed building and the owners shall not lay any claim of any sort over the said sale consideration which is received by the developers from the sale of the said flats/shops.

13. The respective premises owners/developer shall not have any right, title or interest in case on account of increase in the area of F. A. R. the land Owners herein become entitled to add additional floor in the said building.

14. That the First Party agree and covenants with the Second Party that they shall sign and execute all Sale Agreements/ Agreement for Construction for Sale/ Sale Deed/s with such prospective customers as and when called upon to do so by the Second Party herein in the Office of Sub Registrar of Bicholim.

15. The FIRST PARTY shall furnish true copies of title deeds of the plot and link documents and other relevant papers to the SECOND PARTY relating to the said Plot and the originals and when required.

16. The FIRST PARTY shall not put forth any independent or exclusive claims rights of title over the said Plot on which flats/apartments and shops are to be developed and it is hereby specifically agreed and declared that the said Plot over which flats/apartments and shops are developed shall be held by the owners of the respective flats/apartments and shops together with the amenities and facilities such as drainage light, water etc.

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17. The SECOND PARTY shall be at liberty to allot the flats/apartments and shops to be constructed in the said Plot or to enter into any package deal agreement for allotment of completed flats/apartments and shops with such party or parties and at such price and on such terms and conditions as the SECOND PARTY/Purchasers may deem fit and proper, except the premises/shops mentioned in Clause 6 A and 6 B herein above.

18. The developers shall not incur any liability if they are unable to deliver possession of the said shops/flats by the date stipulated in clause No. 9, if the completion of the scheme is delayed by reason of non-availability of steel 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 is as a result of any notice, order, rule or notification of the Government and/or any other public or local Authority or for any other reason beyond the control of developers and, in any of the aforesaid events, the developers shall be entitled to reasonable extension of six months' time for delivery of possession of the said shop/Flats.

19. That the owners shall have no objection to obtain loan from any Bank or Financial Institution by mortgaging the said flat/shops along with undivided share in the land allotted to the developers in favour of the said Institution/Bank, as and when required by the prospective buyers of the shops/flat/s.

20. It is agreed by the developer with the owners that upon completion of the said flats, the developer shall handover possession of the said flats/shops in favour of

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the owners and in case if the owners desire to execute separate sale deeds then the expenditure and charges of the lawyer, stamp duty and registration fees which is applicable at the time of delivery of the flats/shops shall be borne by the owners.

21. This agreement is not to be treated as partnership between the parties interse.

22. In the event of default by any of the parties herein, aggrieved party shall be entitled to enforce specific performance of this agreement.

23. That the Developer shall be solely responsible to answer the disputes raised by the prospective buyers/purchasers of the flats/shops in the said plot and the Developer shall be exclusively liable for settling such claims raised by such purchasers.

24. That all the taxes and expenses for obtaining occupancy certificate and other permissions such as electricity, water connections and any other permissions as required for the occupancy of the said buildings or the use of the premises shall be obtained by the developers at their cost and expenditure.

25. All the recreation/common amenities provided for the entire project of the building shall be deemed to have been for the benefit of the shop/flat holder/s and also onsented by the developers and the flat holders shall pay all the amounts payable on account of such amenities periodically proportionately and the owner shall have equal right on common amenities.

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26. In the event of breach of the terms of this Agreement or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be decided by Civil court having local jurisdiction.

27. If as a result of any breach of terms, conditions and provisions of this agreement and the developer cannot fulfill its obligations under the agreement and/or fail to hand over possession of premises as agreed within the period of stipulated and even after additional extended period of six months as stated above and in that case it is agreed by the owners that they will mutually appoint expert valuer in order to ascertain the cost of the construction carried out by the developers and pay the amount whatever construction carried out by the developers or allot the premises to the developers of like amount.

28. That the developer shall comply all the legal formalities required for safety of the workers employed by them at the site and shall insure them during their course of employment at the site and the owners shall not be responsible for any loss of human life or injuries to any worker employed by the developer at the site.

29. That the Said Plot admeasuring 981 square meters given for Development is valued at Rs.40,00,000/- (Rupees Forty Lakhs only) for the purpose of computing stamp duty and possession of the Said Plot is handed over to the Second Party being so registration charges are paid by the

*[Signature]*

*[Signature]*

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**Second Party and this Agreement is drawn on a stamp value of Rs.1,16,000/-.**

30. The parties hereby declare that the Plot in transaction does not belong to the Schedule Caste and Schedule Tribes' pursuant to notification No. RD/LND/LRC/318/77 dated 21<sup>st</sup> August, 1978.

### **SCHEDULE**

ALL THAT SAID PLOT admeasuring an area of 981 square meters bearing new survey no. 43/3-A of Village Maulinguem South of Bicholim Taluka bearing part of said larger property known as "GONGUEVALACODIL MOLA" by other name "GONGUEVALACODIL" by other name "GHONGEVHALA KADIL" within the jurisdiction of Sankhali Municipal Council, Taluka and Registration Sub District of Bicholim, District North Goa, State of Goa, described in Land Registration Office of Bicholim Taluka under No.15392 of Book B-39 new, enrolled for Matriz predial in the Taluka Revenue Office under no. 263, be herein after called as **SAID PLOT** for the sake of brevity and the same is bounded as under:

East : by property surveyed under no. 43/4;  
West : by remaining part of the property surveyed under no. 43/3;  
North : By public road;  
South : by property surveyed under no. 42/1.

*[Signature]*

*[Signature]*

*[Signature]*

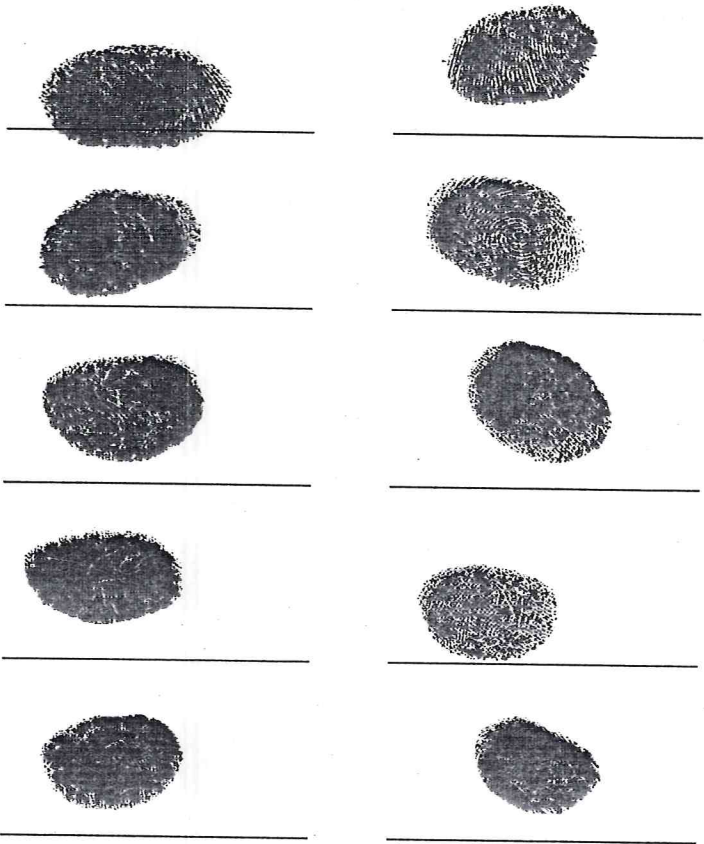
IN WITNESS WHEREOF THE PARTIES HERETO HAVE  
HEREUNTO SET AND SUBSCRIBED THEIR HANDS THE  
DAY, THE MONTH AND THE YEAR HEREIN FIRST  
MENTIONED.

SIGNED AND DELIVERED BY  
THE OWNER NO.1 - MR. NIZAM  
SHAMSUDDIN LADJI



L.H.F.P.

R.H.F.P.



*Shams*

A stylized handwritten signature in black ink, consisting of a large loop followed by a horizontal stroke and a small hook.

Nizam

SIGNED AND DELIVERED BY THE  
WITHIN NAMED OWNER NO: 2  
MRS. ZAIDABI NIZAM LADJI:



L.H.F.P.

R.H.F.P.



*[Signature]*

*[Signature]*

Zaidabi



ACCEPTED, SIGNED AND DELIVERED  
BY THE WITHIN NAMED DEVELOPER/  
PURCHASER - MR. SHANKARRAO  
APPASAHEB DESAI:



*Shankarrao*

L.H.F.P.

R.H.F.P.



Witness:

1. Vijay Datta Kerkar

*Vijay Datta Kerkar*

2. Mangunath Dattu Sawant

*Mangunath Dattu Sawant*

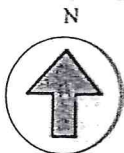
*Shankarrao*

*Shankarrao*

*Shankarrao*

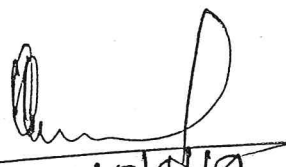


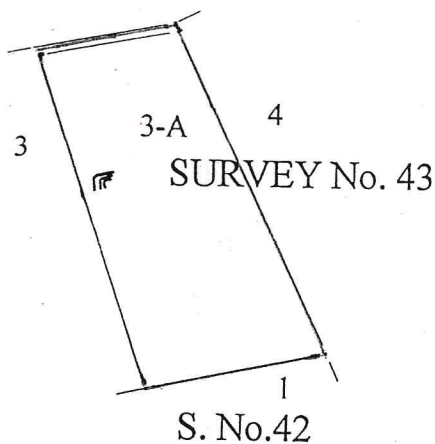
GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
Office of Inspector of Survey and Land Records  
BICHOLIM - GOA



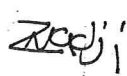
Plan Showing plots situated at  
Village : MAULINGUEM SOUTH  
Taluka : BICHOLIM  
Survey No./Subdivision No. : 43/ 3-A  
Scale : 1 : 1000

Inward No:1200

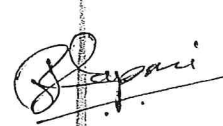
  
10/4/19  
(ANAND V. VAIGANKAR)  
Inspector of Survey &  
Land Records.











  
Generated By : Manoj D. Naik ( D'Man Gr.II)  
On :10-04-2019

Compared By: Reshma R Dhargalkar (H.S)

| Sr.NO | Party Name and Address                                                                                                                                                                               | Photo                                                                               | Thumb                                                                               | Signature                                                                           |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 3     | Shankarrao Appasaheb Desai , Father Name:Appasaheb P Desai, Age: 51,<br>Marital Status: Unmarried ,Gender:Male,Occupation: Business, House no. 62, Maulangtad, Sankhali, Goa,<br>PAN No.: [REDACTED] |  |  |  |

Witness:

I/We individually/Collectively recognize the Purchaser, Owner,

| Sr.NO | Party Name and Address                                                                                                                                                                                                                                                                                     | Photo                                                                               | Thumb                                                                               | Signature                                                                           |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1     | Name: Vijay Datta Kerkar, Age: 47, DOB: [REDACTED], Mobile: [REDACTED], Email: [REDACTED], Occupation: Service, Marital status : Married, Address: 403505, House no. 754 Sausarwada Lower Harvalem Sanquelim Goa, House no. 754 Sausarwada Lower Harvalem Sanquelim Goa, Arvalem, Bicholim, North Goa, Goa |  |  |  |
| 2     | Name: Manjunath Dattu Sawant, Age: 55, DOB: [REDACTED], Mobile: [REDACTED], Email: [REDACTED], Occupation: Other, Marital status : Married, Address: 403504, House no. 127 Tem Wada Sarvan Bicholim Goa, House no. 127 Tem Wada Sarvan Bicholim Goa, Sarvona, Bicholim, North Goa, Goa                     |  |  |  |

Sub Registrar

SUB-REGISTRAR  
BICHOLIM

Document Serial Number :- 2021-BCH-134

Document Serial No:-2021-BCH-134

Book :- 1 Document

Registration Number :- **BCH-1-131-2021**

Date : 22-Feb-2021

*Pralamban*  
*22/02/2021*

SUB-REGISTRAR  
BICHOLIM

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