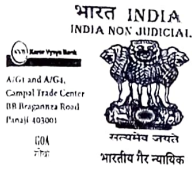


Phone No: 8830746737
Sold To/Issued To:
AZIM ALI SHAH
For Whom/ID Proof:
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for The Karur Vysya Bank Ltd.

Authorised Signatory



2023 - BCH - 834

12/07/2023

AGREEMENT OF DEVELOPMENT CUM SALE

THIS AGREEMENT OF DEVELOPMENT CUM SALE

is made and executed at Bicholim, Goa, on this 16th day of
May of the year Two Thousand Twenty three. (16/05/2023).

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BETWEEN

(1) MRS **HAMIDA BEE SHAIKH** ,alias SHAIKH HAMIDABEE wife of late Shaikh Vahidulla , aged about 57 years old, widow, house wife , Indian National, residing at H.no. 60 , Behind Church Bicholim ,Bicholim, North Goa ,having PAN Card No. and Aadhar Card No. , and her son,

(2) MR. **ZAIN SHAIKH** , son of late Shaikh Vahidulla , 33 years old, married, business , Indian National, residing at residing at H.no. 60 , Behind Church Bicholim ,Bicholim, North Goa having PAN Card No. and Aadhar Card No. , and his wife,

(3) MRS **ABEER SHAIKH**, d/o of Alimuddin Bashir Shaikh , 28 years old, married , business , Indian National, residing at Dukle Heaven , Flat no.110 , First floor , near Maruti Suzuki Showroom , St.Inez, Panaji, Tiswadi, North Goa, having PAN Card No. and Aadhar Card No. , and

(4) MRS. **SANIYA SHAIKH** , w/o Mr. Atif Shaikh and d/o of late Shaikh Vahidulla, 27 years old, married , doctor , Indian National, residing at H.no. 60 , Behind Church Bicholim ,Bicholim, North Goa, having PAN Card No. and Aadhar Card No. ,and her husband,

Shamir

Zain

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(5) MR. **ATIF SHAIKH** alias **SHAIKH ATIF**, s/o of Shaikh Umar, 28 years old, married, service, Indian National, residing at H.no. E-572, Dr. Gama Pinto Road, St. Inez, Panaji- Goa, having PAN Card No. and Aadhar Card No

(6) MR. **JUNAID SHAIKH**, son of late Shaikh Vahidulla, 28 years old, unmarried, student, Indian National, residing at H.no. 60, Behind Church Bicholim, Bicholim, North Goa having PAN Card No. and Aadhar Card No.

hereinafter referred to as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof include their heirs, successors, administrators, executors and legal assigns) OF THE ONE PART;

AND

(7) MR. **AZIM SHAH** alias **AZIM ALI SHAH**, son of late Ali Shah, age about 48 years, businessman, married, holding Pan Card no. , holding Aadhar Card No. , proprietor of M/s SHAH REAL ESTATES, Indian National, Indian National, having his Office at T-1 at Shah Rukmini Niwas, third floor, behind Models Residency, near Govt. Quarters at St.Inez, Panaji Goa and resident of Shamshad Manzil, H.No. 264/37(4), Kamat Green Valley, Pilerne, Porvorim, Goa, hereinafter referred to as the "DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof include his heirs, successors, administrators, executors and legal assigns) OF THE OTHER PART;

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Shaikh Atif

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WHEREAS there exists an immovable property known as 'CONDE CODIL' or commonly called 'COLOMACHI XIR', situated at Muslimwado, Bicholim, Taluka and Sub District of Bicholim, District North Goa, described in the Land Registration Office of Bicholim under no. 10865 of Book B28 new and registered in the Taluka Revenue Office of Bicholim under matríz no.651 and surveyed in the survey records under survey no. 44 subdivision no. 8 and admeasuring an area of 1175 sq.mtrs and shall be herein after referred to as the '**SAID PROPERTY**' and is described in detail in Schedule I to this Agreement of Development cum Sale.

AND WHEREAS the Said Property originally belonged to Mr. Shaikh Hussen alias Shaikh Ussen and his wife Mrs. Xerifa Shaikh alias Xerifam bi alias Xerifa Bi, both hailing from St. Inez, Panaji, Goa, who became lawful owners, absolutely seized and possessed, well and sufficiently entitled to the said property by virtue of the Deed of Sale with quittance dated 16th November 1953.

AND WHEREAS by virtue of the Sale Deeds dated 27th April 1985 and 17th April 1986, the abovesaid Mr. Shaikh Hussen and his wife Mrs. Xerifa Bi sold the said property to Mr. Shaikh Hussain, son of Shaikh Ismail, resident of Bombay.

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AND WHEREAS by virtue of the Deed of Sale dated 29th May ,1991 registered under no. 56 , Book I vol 31 dated 5/6/1991 executed before the Sub Registrar of Bicholim , North Goa , the Owner no.1 herein Mrs. Shaikh Hamidabee, purchased the Said property from the said Mr. Shaikh Hussain and his wife Mrs. Rabiabi, both residents of Bldg 15, II floor , at Yakub Street ,near J.J. Hospital , Bombay.

AND WHEREAS on 2nd May 2021 , Mr ,Shaikh Vahidulla , the husband of Shaikh Hamidabee , the Owner no.1 herein, expired intestate , without executing any will or disposition in respect of his estates leaving behind his widow and his three children , the Owners herein ,as his universal heirs .

AND WHEREAS by Instrument of Declaration of Heirship executed before the Sub Registrar of Bicholim duly drawn in Office Notary Book of Deeds bearing no.324 at pages 79 to 81V dated 11/07/2022 , the Owners herein have become the lawful heirs and owners in absolute and legal possession of the Said property described in Schedule I hereunder and shown in the Plan annexed in Annexure I hereunder .

AND WHEREAS Mrs. Shaikh Hamidabee, the Owner no.1 herein, has obtained the Conversion Sanad for the Said Property from the Office of the Collector , North Goa District under No. RB/CNV/BICH/AC-II/04/2011 dated 21/01/2013.

Hamid

Zain

Ali

David

Shaikh SHP

Amish
Junaid

AND WHEREAS the OWNERS have requested the DEVELOPERS to develop the said property described in Schedule I on terms and conditions herein set out in this agreement by way of built up area and cash consideration as stipulated hereunder.



AND WHEREAS the Owners have agreed to entrust /assign/sell the said property to the Developer for development purposes for a total consideration of Rs 1,20,00,000/- (Rupee One crore twenty lakhs only) and the Developers will pay the development consideration as described in Schedule II being Rs. 35,25,000/- (Rupees Thirty five lakhs twenty five thousand only) as value of land which is valued @ Rs.3000/ m2 and balance consideration of Rs. 84,75,000/- (Rupees Eighty four lakhs seventy five thousand only) payable at grey structure cost in kind by way of built up area comprising of four double bedroom flats of 85 sq.mtrs super built up area and the Owners have agreed to the said total consideration offered by the Developer.

AND WHEREAS the Owners have assured the Developer that their title to the Said Property is absolutely clear and marketable, free from all encumbrances, liens , charges whatsoever, and the Developer through their lawyers have gone through the title of the said property and have ascertained that the said property is free from all sorts of encumbrances, attachments, charges, legal flaws, claims, demands, dues, notices, religious or family disputes, etc.

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AND WHEREAS the Developer has verified the title documents submitted to him and done his due diligence with regard to the title of the owners and has agreed to develop the said project.

AND WHEREAS the Owners have obtained a Nil Certificate of Encumbrance for the Said Property from the Office of the Sub Registrar of Bicholim, Taluka Bicholim , North Goa District , State of Goa.

AND WHEREAS the DEVELOPER has issued a public notice dated 27th August 2022 in the Herald English Daily dated 27th August 2022 and no objection/s with respect to the same have been received by the DEVELOPER .

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. That the Owners hereby assign to the Developer for development the said property described in Schedule I written hereunder with all Development rights to construct thereupon multistoried building/s comprising of flats , shops, stilt parking in lieu of the Developer paying to the Owners a total consideration of Rs 1,20,00,000/- (Rupees One crore twenty lakhs only) being Rs.35,25,000/- (Rupees Thirty Five lakhs twenty five thousand only) being value of land which is valued at Rs. 3000/- per sqm and balance consideration of Rs. 84,75,000/- (Rupees Eighty four lakhs seventy five thousand only) payable at grey structure cost in kind by way

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of built up area comprising of four double bedroom flats of 85 sq.mtrs super built up area which flats are hereinafter referred to as the " SAID FLATS" . In addition three stilt car parks and one offstreet car park shall be allotted to the said flats . The said flats, their description, location and specifications are fully described in Schedules II and III written hereunder .

A. The Said flats shall be allotted as under :

- (a) One flat to Mrs. Hamidabee Shaikh on the Upper ground floor.
- (b) One flat to Mr. Zain Shaikh and Mrs. Abeer Shaikh on the First floor.
- (c) One flat to Mrs. Saniya Shaikh and Mr. Atif Shaikh on the Second floor.
- (d) One flat to Mr. Junaid Shaikh on the Third floor .

B. That the Developer has paid first installment of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) vide cheque nos. 100018 dated 27/12/2022 drawn on The Catholic Syrian Bank Ltd. , Panaji branch and Ch. No. 268682 dated 17/12/2022 drawn on Karnataka Bank Ltd. Panaji branch in the name of Mrs. Hamidabee Shaikh, the receipt of which the Owners do hereby admit and acknowledge having received from the Developer.

C. The second installment of Rs. 5,00,000/- (Rupees Two lakhs only) is paid in 20 nos. monthly post dated cheques of Rs. 25,000 /-(Rupees Twenty five thousand only) each in the name of Hamidabee Shaikh , the receipt of which the Owners do hereby admit and acknowledge having received from the Developer.

Hamid

Zain

Abeer

Atif

Shaikh

Junaid

Mr. Shaikh

D. It is agreed that the amount of Rs.15,25,000/- (Rupees Fifteen Lakhs twenty five thousand only) shall be adjusted by the Developer for quality finishing's as per the specifications of the flats described in the Schedule III written hereunder .

2. The DEVELOPER shall complete the construction of the SAID FLATS on the SAID PROPERTY at his exclusive cost within a period of 30 months from the date of obtaining construction license subject to an extension of 6 months. The DEVELOPER shall obtain permissions to commence development within a period of 6 months' subject to an extension of two additional months. The DEVELOPER shall carry out the construction of the Said Flats in terms of the approved plans with good quality materials and in terms of the specifications described in Schedule III written hereunder. In the event there is delay in handing over the delivery of the SAID FLATS to the OWNERS beyond the time limit stipulated hereinabove, the DEVELOPER shall be liable to pay a monthly compensation for the non delivery of said flats at the rate of Rs. 8000/- per month per flat to the OWNERS till the SAID FLATS are finally delivered with the Occupancy Certificate and electricity and water connections.

3. That in the event the delivery of the SAID FLATS is delayed due to any Natural Calamity, Act of God, Pandemic , Force Majeure, non-availability of construction material or due to any notice / order / Rule of any Authority or any litigation due to defect in title of the OWNERS on account of person/persons claiming through the OWNERS or due to any

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Aditya

Pradeep

Shail

Junaid

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claim / complaint from any person residing in and around the SAID PROPERTY resulting in stoppage of construction work of the project in the SAID PROPERTY for which the DEVELOPER cannot be faulted, or due to the pandemic position and/or lock downs and restrictions imposed by the State and Central Government including the working time restrictions or otherwise if the construction is required to be stopped despite readiness and willingness of the Developer , then in such an event DEVELOPER shall be entitled for reasonable extension of time beyond the time limit stipulated hereinabove to an extent of duration of stoppage of construction work of the project in the SAID PROPERTY until the same is settled to the satisfaction of the parties herein.

4. It is agreed by and between the parties that it shall be the responsibility of the DEVELOPER to obtain, at their exclusive cost, the permissions, approvals and licenses, required for the construction on the SAID PROPERTY under the relevant laws, acts, rules and regulations from the Concerned Municipal Council /Panchayat , Planning & Development Authority/ Town and Country Planning Department /TCP Board/TCP Ministry , Health Authorities, RERA and/or any other statutory body and/or Authority and only thereafter the DEVELOPER shall commence and execute the construction strictly according to the terms and approvals granted by the concerned authorities.

5. It is agreed by and between the parties that the DEVELOPER shall do the following acts at the exclusive cost of the DEVELOPER, namely:

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a) That immediately on execution of this agreement, the DEVELOPER shall be entitled to float an ownership scheme for the Multistoried Building project comprising of flats, shops , car parks etc in the said property , and enter upon the SAID PROPERTY, advertise the built up areas for sale , erect boards , erect boundary wall, sign and obtain all building approvals and permissions, demolish existing structures if any , start and complete the construction work of the project in the SAID PROPERTY together with the completion certificate/occupancy certificate and permanent electricity and water connections for the building project in the SAID PROPERTY entirely at the cost and expenses of the Developer and without any liability to the Owners.

b. The DEVELOPER shall engage the services of Architects, Engineers, Contractors, Workers, and other Managerial staff for the purpose of the construction.

c. The DEVELOPER shall be in total and complete charge and control of construction activities to be carried out on the SAID PROPERTY.

d. The DEVELOPER shall be entitled to purchase or enter into Agreements for Sale of the properties adjacent and adjoining the SAID PROPERTY and shall be entitled to amalgamate the SAID PROPERTY with any adjoining property/ies.

6. That except for the SAID FLATS described in Schedule-II agreed to be delivered by the DEVELOPER to the OWNERS, the DEVELOPER shall hereafter be entitled to enter into Agreement/s for the Sale of Flats/Shops /built up

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areas in the building project constructed in the SAID PROPERTY alongwith the proportionate undivided share of land corresponding to area of Flats/Shops/ built up areas with such persons and on such price as the DEVELOPER may think fit and proper without any interference from the OWNERS. Further, the DEVELOPER shall be entitled to receive and appropriate the sale price from the respective buyers of Flats/Shops in the building project in the SAID PROPERTY without any claim/demand from the OWNERS whatsoever and the profits and losses arising out from such development will be borne exclusively by the DEVELOPER with no burden or liability in any form to the OWNERS whatsoever.

7. That except for the SAID FLATS described in Schedule-II agreed to be delivered by the DEVELOPER to the OWNERS, the prospective purchasers of the Flats/Shops/built-up areas in the building project in the SAID PROPERTY shall entitled to approach any financial institution or bank to obtain a housing loan to finance the purchase of such Flats/Shops/built-up areas in the building project in the SAID PROPERTY and for this purpose the DEVELOPER and the OWNERS shall execute such agreements/deeds as may be necessary before the concerned Sub Registrar to facilitate the prospective purchaser/s to avail such housing loans.

8. The DEVELOPER agrees that it shall be the responsibility of the DEVELOPER to collect GST on the sale of the Flats/Shops/built-up areas from the prospective purchaser/s and remit it to the concerned Authorities without recourse to the OWNERS.

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9. Subject to the transfer of possession and ownership of the SAID FLATS in terms of clause (1) hereinabove, the OWNERS shall extend cooperation towards execution and registration of Deeds of Sale in favour of the purchaser/s of the Flats/Shops/built-up areas or in favour of Co-operative Housing Society of the buildings in the said property on instructions of the DEVELOPER as and when requested by the DEVELOPER.

10. The OWNERS shall be entitled to sell their SAID FLATS described in Schedule II at any stage of construction and appropriate the sale proceeds thereof without any recourse to the DEVELOPER herein but the DEVELOPER shall collect the necessary Taxes/GST from the proposed purchaser/s and remit the same to the Govt.

11. The OWNERS do hereby assure the DEVELOPER that no third party rights have been created on the SAID PROPERTY and the OWNERS shall indemnify the DEVELOPER against any defect in title or any third party claims that may arise and which shall be settled by the OWNERS at their own cost and expenses. In the event if the OWNERS fail to settle such claims, the DEVELOPER shall have sole option and discretion to settle such third party title dispute/claims by recovering the same from the OWNERS .

12. The OWNERS assure and declare to the DEVELOPER herein that the SAID PROPERTY is not subject matter of any litigation or controversy and that the boundaries of the SAID PROPERTY are as described herein. In the event of any



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dispute or claim to the title of the SAID PROPERTY the time to handover possession of the SAID FLATS shall automatically stand extended until the same is settled to the satisfaction of the parties herein.

13. It is agreed that the sanctioned plans of the SAID FLATS as enclosed herein in Annexure II shall however be subject to changes, which may be required at the instance of the Planning Authorities or the Architect of the DEVELOPER or due to any revision/modification in the Plan of the Buildings due to amalgamation of SAID PROPERTY with the adjoining properties or otherwise, however all such changes shall be intimated to the OWNERS herein who shall have no objection to the same, which consent shall be deemed to have been granted by virtue of execution of these presents subject to the fact that the total built-up area to be allotted to the OWNERS stands unaltered.

14. The OWNERS shall not interfere with the design and planning or construction of the project in the SAID PROPERTY but their rights are limited to the SAID FLATS which shall be handed over with Occupancy Certificate on completion of the construction as agreed herein.

15. That it is agreed that the DEVELOPER shall be entitled to avail the full benefits of Floor Area Ratio whatsoever without any additional compensation to the OWNERS apart from the consideration agreed herein. However the OWNERS shall have right to use the open terrace as private terrace just above the said flat on third

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floor allotted to Junaid Shaikh except for 20sq.mtrs of the said terrace shall be reserved for common access as provided by the DEVELOPER to the overhead water tank and purposes of roof maintenance . The remaining open terraces in the said project shall always remain as the absolute property of the DEVELOPER who shall have exclusive right to use the same in the event of increase in Floor Area Ratio or otherwise.

16. That however all open spaces, landings, corridors and staircases of the proposed buildings in the said property as reserved by the DEVELOPER for common usage shall be the common and joint property of all the flat holders/Owners in proportion to their respective flat holdings and they shall be responsible to contribute and pay for the common expenses incurred in repairs, maintenance, lighting and upkeep of the building/s and its surroundings.

17. That on completion of the SAID FLATS in all respects together with Occupancy Certificate and light and water connections, the DEVELOPER shall intimate the OWNERS in writing and call upon them to take the possession of the SAID FLATS and to simultaneously execute the Deed of Conveyance of the SAID PROPERTY in favour of the the Co-operative Housing Society/ Entity of Flat/Shop Owners in the building project in the SAID PROPERTY. The OWNERS shall, thereafter, within a month execute such Deed of Conveyance or Sale in favour of the Cooperative Housing Society /the Entity and simultaneously take possession of the SAID FLATS from the DEVELOPER.

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18. Notwithstanding anything contained in the clauses hereinabove, alternatively, on completion of construction of the buildings in the said property and on obtaining Occupancy Certificate from the Bicholim Municipal Council, the OWNERS at the instance of the DEVELOPER convey the proportionate undivided share in land of the SAID PROPERTY in favour of the individual Flat/Shop Purchaser/s by executing Deed of Sale before the Sub-Registrar of Bicholim.

19. If within a period of two years from the date of handing over the SAID FLATS to the OWNERS, the OWNERS brings to the notice of the DEVELOPER any structural defect in the SAID FLATS or the building in which the SAID FLATS described in Schedule-II are situated or any defects on account of workmanship, quality or deficiency in service, then, such defects shall be rectified by the DEVELOPER at their own cost and in case it is not possible to rectify such defects, then the OWNERS shall be entitled to receive from the DEVELOPER compensation for such defect in the manner as provided under law.

20. The OWNERS shall be allotted three stilt car parks just below the said flats and one offstreet car park for the Said flats, the location of which shall be at sole option of the DEVELOPER.

21. It is agreed that on obtaining possession, the OWNERS shall not be entitled to make changes or carry out any repairs or renovations in the SAID FLATS without prior permission of the Developer. In the event any change or

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addition to the specifications in terms of Schedule III is desired by the OWNERS, the same shall be carried out by the DEVELOPER, if permitted in law, at such additional costs PROVIDED HOWEVER, that such changes/additions, if any, shall be intimated before the commencement of the specified works and the additional costs are remitted in advance to the DEVELOPER.

22. The OWNERS covenant as follows:

a. That once the Cooperative Housing Society /maintenance society is formed by the Developer for the buildings in the said property, the owners shall contribute monthly maintenance charges of their flats to the said society and shall not do or suffer to be done anything in or to the building in which the SAID FLATS are situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the SAID FLATS is situated and the SAID FLATS itself or any part thereof without the consent of the Developer/Society/local authorities, if required, or store any articles etc on the landings, common passages of the SAID FLATS, which may be against the law in force or against the interest of the other Flat/Shop owners.

b. Shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID FLATS in the compound or any portion of the project in the SAID PROPERTY and the building in which the SAID FLATS are situated.

c. The OWNERS shall observe and perform all the rules and regulations which the Maintenance Society may adopt at its inception and the additions, alterations or amendments

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thereof that may be made from time to time for protection and maintenance of the said flats and buildings and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The DEVELOPER shall also observe and perform all the stipulations and conditions laid down by the Maintenance Society regarding the occupancy and use of the SAID FLATS in the building and shall clear all pending dues regarding house taxes, common water/electricity bills and after such clearance hand over the same to Society.

d. The OWNERS along with other flat owners in the building project in the SAID PROPERTY shall join in forming and registering the Maintenance Society or an entity to be known by such name as the DEVELOPER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the proposed Maintenance Society and for becoming a member, including the byelaws of the proposed Maintenance Society and duly fill in, sign and return to the DEVELOPER within seven days of the same being forwarded by the DEVELOPER to the OWNERS, so as to enable the DEVELOPER to register the common organization of DEVELOPER.

e. Within 15 days of formation of maintenance society, the OWNERS shall be liable to bear and pay the Sinking Fund as well as proportionate share of outgoings to the said society in respect of the buildings in the SAID PROPERTY namely local taxes, betterment charges or such other levies by the concerned Local Authority and/or Government water

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charges, gardens, communal areas, pathways and watchman's wages, sewage, pipelines, common electricity/water bills etc and such other expenses as the DEVELOPER/proposed Maintenance Society and all other expenses necessary and incidental to the management and maintenance of the project in the SAID PROPERTY.

23. The OWNERS have executed a Power of Attorney in favour of the DEVELOPER for the purpose of obtaining permissions, developing THE SAID PROPERTY in general and entering into agreements with the Flat/Shop Purchaser/s etc.

24. That on signing of this Agreement, the OWNERS shall within 15 days hand over to the all original or certified documents of title pertaining to the SAID PROPERTY to enable the DEVELOPER to prepare title /search report to obtain clear and marketable title to the SAID PROPERTY required for purpose of the development and sale of the project in the SAID PROPERTY and to carry out legal formalities for obtaining all approvals, licenses and permissions to start and complete the construction work in the SAID PROPERTY.

25. The expenses of and incidental to these presents shall be borne and paid by the DEVELOPER exclusively and in case any deposit is made to any Government or Municipal / Panchayat Body in the name of the OWNERS, the same shall be refundable to the DEVELOPER alone.

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26. This Agreement comprises the entire agreement between the parties and shall supersede any earlier oral or written agreement or any other writing in the matter. Any amendment to this Agreement shall be in writing and signed by the parties hereto.

27. It is made known that the Capital Gain tax on the Developers flats or plot shall be paid exclusively by the Developer.

28. That on execution of the final Deed of Sale or formation of the Co-operative Society or any legal entity, in respect of the said property all the ownership rights of the Owners to the same shall be extinguished,.

29. That the Owners shall whenever required by the Developer sign such papers, documents, applications, etc. in order to obtain the renewals of the licences or the extension of the period of construction of the building from the concerned authorities including TCP, PDA, Village Panchayat, and other authorities and shall also consent to any changes or modification in the plans, drawings or specifications as may be suggested or required if and when zoning is changed.

30. That the Owners shall fully co-operate with the Developer in its efforts to obtain and secure all the necessary permissions and licences and shall at the request of the Developer, sign, execute, and verify all such letters,

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application, petitions, forms prescribed under the law as may be required by the Developer for the purpose of obtaining any clearance, NOC's, approvals, sanctions etc. which in the opinion of the Developer is necessary for giving effects to this Agreement.

31. That the Owners shall sign and make applications as may be required by the Developers from time to time, provided the Developers fulfills the obligations cast on it and performs its part of the contract to get the Occupancy Certificate, water, electricity and sanitary/sewage connection from the concerned authorities to each and every part of the proposed building/s to be constructed in the said property and for this purpose.

32. That the Owners hereby agrees to become members of the Co-operative Housing Society or any legal entity as described by Developer of all flats of the proposed building on the said property.

33. That in case of any claims by any third parties to the ownership or co-ownership with respect to the said property described in Schedule I hereunder, the Owners shall be liable to settle such claims at their own cost.

34. The Owners assure the Developers that there are no arrears of any tax and/or dues payable on the said land to the Village Panchayat or any other local or Government body. The Developers shall be liable to pay all the taxes on the said area of the land levied by the Government of Goa or any other Government or civil body as from the date of execution of this indenture.

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35. The Owners hereby for themselves and/or their heirs, successors, representatives and assigns covenant with the Developers that notwithstanding any act, deed or thing whatsoever done by them the Owners have in themselves good right title, and authority to transfer the said land unto the Developers and the Developer shall forever hereafter peacefully and quietly enter upon, hold, possess and enjoy the aforesaid land and benefits without any claim or interruption from the Owners, with exception of the area and rights in terms of Schedule II or Schedule III to be allotted to the Owners in payment of the price of land.

36. The Owners do hereby assure the Developers that the said property agreed to be sold as shown at Annexure I and demarcated in red lines in the plan to this agreed is not a subject matter of any acquisition proceedings or is a subject matter of any proceedings under Land Revenue Code or Transfer of Property Act.

37. The Owners indemnifies the Developers against any claim that may be made by any third party against the Owners causing defect to the marketability of the title of the Owners and/or causing hindrance or obstruction to the Developers for peaceful use and occupation of the said land sold under this Agreement.

38. Any disputes arising in respect of the present agreement, the parties herein shall be entitled for the specific performance of this agreement in case of no development by the Development in 30 months. The Jurisdiction of the Court shall be at the Courts either at Panaji or Bicholim.

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39. For the purpose of stamp duty and valuation the present agreement is valued at Rs. 1,20,00,000/- (Rupees One Crore twenty lakhs only) and the stamp duty of Rs. 3,48,000/- is paid and affixed to this agreement.

40. All plans and annexures to this Agreement shall form part and parcel of this Agreement. The plan of the flats shown is subject to alteration without changing the built up areas are shown.

41. For the purpose of service of any notice/intimation to any party herein by the other, the same shall be addressed at the respective addresses and email ID's of the parties first mentioned hereinabove and notice/intimation sent by registered A/D or emails shall be deemed to be good service.

OWNERS : Address : H.no. 60 , Behind Church Bicholim
Bicholim, North Goa

: Phones: 7028040060

: Email. Id: zainshaikh@gmail.com

DEVELOPER : Address : T-1 at Shah Rukmini Niwas, third
floor, behind Models Residency, near Govt.

Quarters at St.Inez, Panaji Goa

: Phones: 8830746737

:Email. Id: azimshah999@gmail.com

SCHEDULE - I- SAID PROPERTY

ALL THAT property known as 'CONDE CODIL' or commonly called 'COLOMACHI XIR', which is classified as the Settlement (S1) Zone by the Town and Country Planning Department, Government of Goa in the Goa

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Regional Plan situated within the limits of Bicholim Municipal Council at Muslimwado, Bicholim, Taluka and Sub District of Bicholim, District North Goa, described in the Land Registration Office of Bicholim under no. 10865 of Book B28 new and registered in the Taluka Revenue Office of Bicholim under matrix no.651 and surveyed in the survey records under survey no. 44 subdivision no. 8 and admeasuring an area of 1175 sq.mtrs. and is bounded as under:

On the East: by a public road leading to Sanquelim,

On the West: by survey no. 44 sub div nos.1,2, and 3

On the North: by the property sy no. 44 sub div no.7; and

On the South: by the property sy no. 43 sub div no.4; and is marked in the plan attached to this Agreement.

SCHEDULE - II

DESCRIPTION OF THE "SAID FLATS" HEREBY ALLOTTED TO THE OWNERS

All that 4 nos double bedroom flats, each flat admeasuring a super built up area of about 85 sq. mts. one flat each on upper ground floor, first floor, second floor and third floor, one above another together with a covered car park on the ground floor for each flat, three car parks in the stilts and one offstreet car park in setback covered in the Building to be constructed in the Said property described in Schedule I described hereinabove having such specifications as described in Schedule III hereinbelow and shown in the plans annexed herein as Annexure II.

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SCHEDULE - III

SPECIFICATIONS FOR THE SAID FLATS

- 1.STRUCTURE – RCC frame structure using Indian standard cement.
- 2.MASONARY – 200/230 MM laterite masonry/cement based moulded for external walls and single brick masonry with reinforced concrete patli at every meter height for internal partition walls.
- 3.PLASTERING: Internal single coat plaster with neeru finish for the walls. Double coat external plaster.
- 4.PAINTING : Double coat plastic paint with primer and putty for internal painting & waterproof apex paint for external walls.
- 5.FLOORING :Vitrified tile flooring to match in living /bedroom/kitchen/balconies/passage. Toilets/bath-rooms with coloured glazed tile dadoing for walls up to full height and flooring in ceramic tiles.
- 6.KITCHEN PLATFORM: Kitchen platform to be of Granite top with a coloured glazed tile dadoing of 0.60m height above the platform with a stainless steel sink size 510mm x 510mm of reputed make .
- 7.DOORS/WINDOWS(SHUTTERS AND FRAMES): All door frames to be of Matti /Sal or equivalent wood 60mm x 100mm size, main door to be of teakwood or ready made type waterproof door panelled and finished with 2 coats of French polish. All other doors shall be of commercial

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laminated flush doors and the window frames and shutters to be of aluminum sliding with locking system. The main door to be provided with a night latch, magic eye, mortice lock, Plain Brass handle, Plain Brass aldop, Brass tower bolts and brass hinges. All other doors to be provided with MS anodized hinges, tower bolts, handles etc.

8. PLUMBING AND SANITARY INSTALATIONS: One coloured wash basin 22"x16" of reputed brand with coloured glazed tile dadoing 600mm x 450mm size above the basin . All taps shall be chromium plated type of reputed make. One western type WC with a flush tank of standard Make & one rose shower to be provided in each toilet/ bathroom. Plumbing mains of GI/PVC pipes 3/4" dia and branching in 1/2" dia pipe to be provided. Toilet waste water to be brought by 4" PVC pipes. Underground drainage to be in 4" SW pipes with required inspection chambers and traps to be connected to the Septic tank of designed dimensions. Common overhead tank shall be provided. STP or Septic tank & soak pit will be common for all Flats. Water supply from common water meter will be provided for all Flats.

9. ROOFING: Roof slabs will be provided with Mangalore tiles/Cement Sheets.

10. LOFT PROJECTION: RCC loft projection 600mm to be provided in kitchen. Any additional loft will be charged @ of Rs.15,000/- per loft which shall be treated as extra item and the Flat Purchaser/s shall be bound to pay such extra cost well in advance before the commencement of the said work.

11. ELECTRICAL INSTALLATIONS: All wiring to be of concealed type. Individual connections with single phase electric meter will be provided. All electrical fixtures and copper wiring shall be of a reputed commercial brand.

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a)LIVING/DINNING ROOM: 3 light points, 1 fan point, 1 three pin 5amps plug point in, 1 balcony light point, 1 main door bell point.

b)MASTER BEDROOM: 2 light point, 1 fan point, 1 three pin/5amps plug point. 1 balcony light point.

c)BEDROOM : 2 light point, 1 fan point, 1 three pin/5amps plug point. 1 balcony light point.

d)WC & BATH ROOM: 1 light point in each, 1 three pin/15 amps plug point in bath.

e)KITCHEN ROOM: 2 light point, 1 three pin/15 amps plug point and 1 three pin /5 amps plug point.

f)PASSAGE: 1 light point.

g)STAIRCASE: One way light point.

h) Any additional points required will be considered as extra item & will be charged at extra cost .

IN WITNESS WHEREOF the parties have set their respective hands the day and year first hereinabove written.

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

SIGNED AND DELIVERED BY THE WITHINNAMED OWNERS:

1. MRS HAMIDA BEE SHAIKH

Shanich



Shanich

L.H.F.T.I

R.H.F.T. I



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1. _____



2. _____



2. _____



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5. _____

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Shanich

Shanich

Shanich

Tina

Shanich

2. MR. ZAIN SHAIKH







L.H.F.T.I



1. _____



2. _____



3. _____



4. _____



5. _____

R.H.F.T. I



1. _____



2. _____



3. _____



4. _____



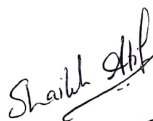
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3. MRS ABEER SHAIKH

Abes



Abes

L.H.F.T.I



1. -----



2. -----



3. -----



4. -----



5. -----

R.H.F.T. I



1. -----



2. -----



3. -----



4. -----



5. -----

Shamich

Shamich

Abes

Shamich

Shamich

Shamich

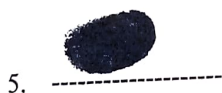
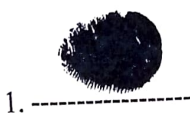
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4. MRS. SANIYA SHAIKH

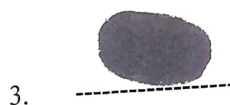
Saniya



L.H.F.T.I



R.H.F.T. I



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5. MR. ATIF SHAIKH

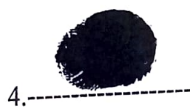
Shaikh Atif



Shaikh Atif

L.H.F.T.I

R.H.F.T. I



Atif Shaikh

Shanich

Zain

Alam

Shanich

Shaikh Atif

Fuzail

6. MR. JUNAID SHAIKH

Junaid



L.H.F.T.I



1. -----



2. -----



3. -----



4. -----



5. -----

R.H.F.T. I



1. -----



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5. -----

A. M. S. L.

Shanich

Junaid

Shanich

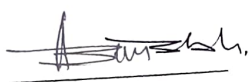
Shanich

Shanich

Junaid

SIGNED AND DELIVERED BY THE WITHIN NAMED
DEVELOPER:

MR. AZIM SHAH



R.H.F.T.I. 

L.H.F.T.I



1. _____



2. _____



3. _____



4. _____



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1. _____



2. _____



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WITNESSES:-

1. Name: RAMESH VIGAR KUNKOLINKAR

Signature: [Signature]

Address HOUSE NO 4, BRABHU WOOD,
GOLGIM, DIVAR - GOA.

2. Name: LAXMAN BAL

Signature: Vaxmanpal.

Address H.NO. 271, MOLLOCA MERCE,
NEAR DR. ALEX CLINIC, MERCE - GOA.

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Office of the Dy. Town Planner
Town & Country Planning Department
Bicholim/Sattari Taluka, Bicholim - Goa

2023-13-12-834
12/7/23

Ref No.: TCP/375/Bicholim/TCP-22/2207

Dated: 14/11/2022

ZONING INFORMATION

Ref. Inward no. 3329

Dated: 4/11/2022

The land use/Zoning of the property bearing Survey No. 44/8 of Bicholim Village Bicholim Taluka admeasuring total 1175.00m² as follows.

As per the Regional Plan for Goa 2021 the plot under reference falls in "Settlement Zone and abutting 30.00mts. wide road towards North East" and classified under M2 Village category with 100 F.A.R.

This information is issued based on the application received from Junaid Shaikh.

This information is valid only for three years from the date of issue of this letter or revision of the respective plan, whichever is earlier.

Processing fees of Rs. 1000/- paid vide Challan No. 304 dtd. 4/11/2022.


(O. J. Gawas)
D'man, Gr. II


(Shivprasad Murari)
Dy. Town Planner

To,
Junaid Shaikh
H. No. 60, Behind Church,
Bicholim - Goa.

Note:- The land use /zone information provided is as per Regional Plan 2021 in force as on date of issue of the above information and shall not be construed as NOC in any form for undertaking any development including construction, Sub-Division, etc.

Further any development shall be subject to provisions of Tenancy Act, Land Use Regulation Act, Forest Conservation Act, Highways Act, Ancient Monuments and Archaeological Sites and Remains Act, (State and Central), EIA notification issued by MOUF, Coastal Regulation Zone, including section 17- A of the TCP Act.

This zoning information is issued in compliance to the order issued by Secretary (TCP)/ HOD, vide no. 29/8/TCP/2018(pt.file)/1672 dated 13/8/2018 pertaining to guideline for processing various application and Circular issued vide no. 29/8/TCP/Pt. File/2020/1284 dtd. 11/8/2020.



2023-BCM-836
12-07-2023

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

Inward No. 2292

Plan Showing plots situated at
Village : BICHOLIM
Taluka : BICHOLIM
Survey No./Subdivision No. : 44/ 8
Scale : 1:500



(SANDEEP B. CHODANKAR)
Inspector Of Survey & Land Records
Bicholim - Goa



SURVEY No.44

S.No.43

7-A

8

4 (Part)

4-A

4 (Part)

7-C

1

2

3

Manoj D. Naik

Manoj D. Naik

Manoj D. Naik

Manoj D. Naik

Shrikant H. H.

Shrikant H. H.

Shrikant H. H.

Shrikant H. H.

Generated By : Manoj D. Naik (D'Man Gr.II)
On : 19-11-2021

Compared By: Nayana Kerkar (H.S)

Azim street

Shrikant H. H.

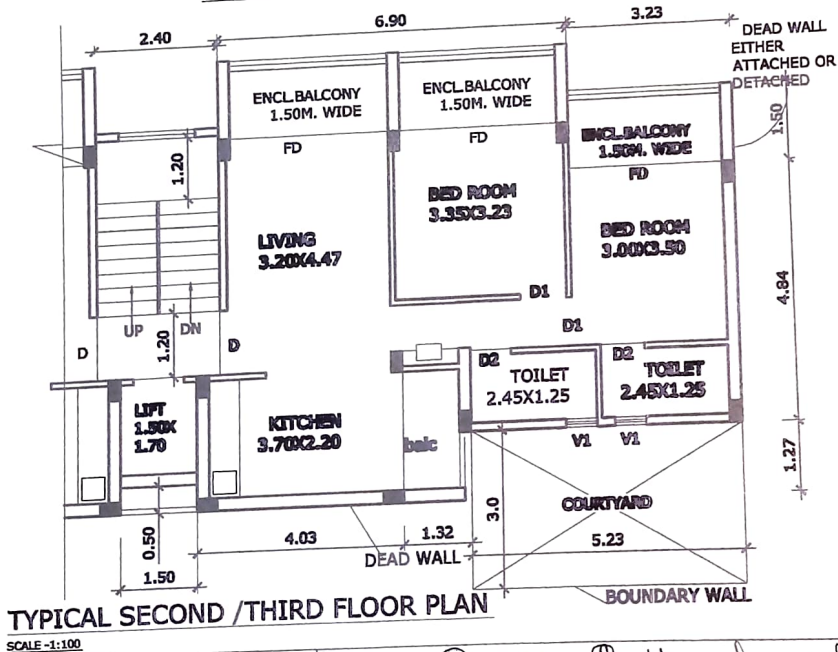
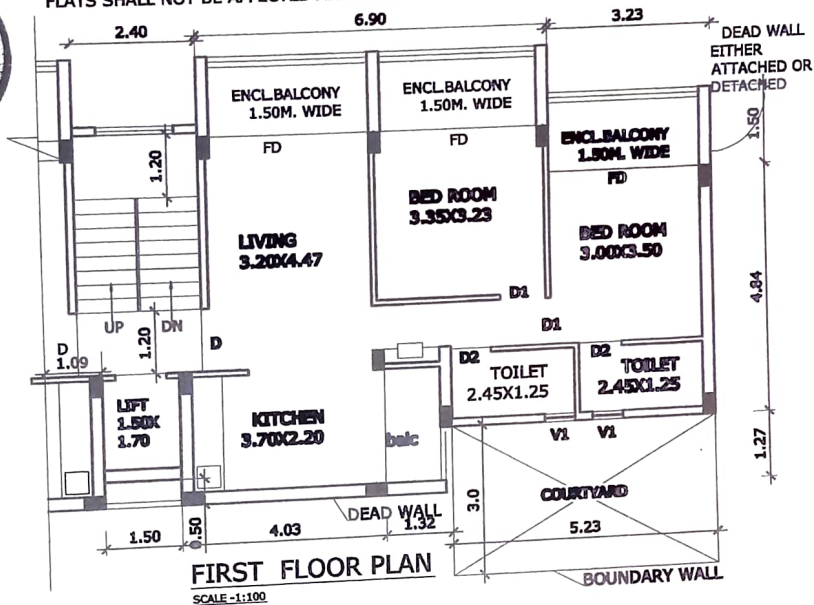
~~Amish~~

2023-BCH-834

12-07-2023

PLAN OF FLATS TO BE DELIVERED TO THE OWNERS

NOTE : PLANS SUBJECT TO APPROVALS, HOWEVER BUILT UP AREA OF FLATS SHALL NOT BE AFFECTED AND SHALL REMAIN SAME AS AGREED



DEVELOPER:

OWNERS:

Azim SHAH

[Signature]

[Signature]



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 12-Jul-2023 11:23:10 am

Document Serial Number :- 2023-BCH-834

Presented at 11:16:12 am on 12-Jul-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bicholim along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	348000
2	Registration Fee	360000
3	Processing Fee	1320
Total		709320

Stamp Duty Required :348000/-

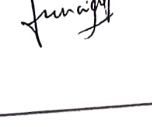
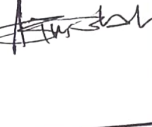
Stamp Duty Paid : 348000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Azim Shah Alias Azim Ali Shah, Sole Proprietor Of M/s Shah Real Estates ,Father Name:Late Ali Shah, Age: 48, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - T-1, Shah Rukmini Niwas, Third Floor, Behind Models Residency, St. Inez, Panaji-Goa., Address2 - , PAN No.:			

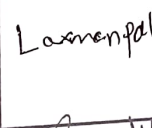
Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Hamida Bee Shaikh Alias Shaikh Hamidabee , Father Name:Late Salauddin Sayed, Age: 57, Marital Status: Married ,Gender:Female,Occupation: Housewife, H.no. 60, Behind Church, Bicholim, North Goa., PAN No.:			
2	Zain Shaikh , Father Name:Late Shaikh Vahidulla, Age: 33, Marital Status: Married ,Gender:Male,Occupation: Business, H. No. 60, Behind Church Bicholim, Bicholim, North Goa., PAN No.:			
3	Abeer Shaikh , Father Name:Alimuddin Bashir Shaikh, Age: 28, Marital Status: Married ,Gender:Female,Occupation: Business, Dukle Heaven, Flat no. 110, First Floor, Near Maruti Suzuki Showroom, St. Inez, Panaji-Goa., PAN No.:			
4	Saniya Shaikh , Father Name:Late Shaikh Vahidulla, Age: 27, Marital Status: Married ,Gender:Female,Occupation: Doctor, H.No. 60, Behind Church Bicholim, Bicholim, North Goa., PAN No.:			

Party Name and Address	Photo	Thumb	Signature
Atif Shaikh Alias Shaikh Atif , Father Name:Shaikh Umar, Age: 28, Marital Status: Married ,Gender:Male,Occupation: Service, H. No. E-572, Dr. Gama Pinto Road, St. Inez, Panaji-Goa., PAN No.: .			
6 Junaid Shaikh , Father Name:Late Shaikh Vahidulla, Age: 28, Marital Status: Unmarried ,Gender:Male,Occupation: Unemployed, H. No. 60, Behind Church Bicholim, Bicholim, North Goa., PAN No.: .			
Azim Shah Alias Azim Ali Shah, Sole Proprietor Of M/s Shah Real Estates , Father Name:Late Ali Shah, Age: 48, Marital Status: Married ,Gender:Male,Occupation: Business, T- Shah Rukmini Niwas, Third Floor, Behind Models Residency, St, Inez, Panaji-Goa., PAN No.: .			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Ramesh Vithal Kunkolienkar, Age: 48, DOB: , Mobile: 9822127954 , Email: , Occupation: Service , Marital status : Married , Address: 403403, H. No. 4 Prabhu Waddo Goltim Divar- Goa., H. No. 4 Prabhu Waddo Goltim Divar-Goa., Goltim, Tiswadi, North Goa, Goa			
2	Name: Laxman Pal, Age: 38, DOB: , Mobile: 9158849609 , Email: , Occupation: Service , Marital status : Married , Address: 403005, H no 271 Molloca Mercedes Near Dr Alex Clinic Merces Goa, H no 271 Molloca Mercedes Near Dr Alex Clinic Merces Goa, Morambi-o-pequeno, Tiswadi, North Goa, Goa			

Sub Registrar

Document Serial Number :- 2023-BCH-834

ment Serial No:-2023-BCH-834

Book :- 1 Document

Registration Number :- **BCH-1-825-2023**

Date : 12-Jul-2023

Malankar
12/07/2023
Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bicholim)

