

NKGSB CO-OP. BANK LTD.
Ponda, Goa Branch

Free
Officer / Manager

NKGSB Co-Operative Bank Ltd
(Multi State Scheduled Bank)
Ponda Branch, Royal House
Kaziwada, Ponda-Goa-403 401

D-5/STP(V)/C.R./35/8/2006-RD(PART)

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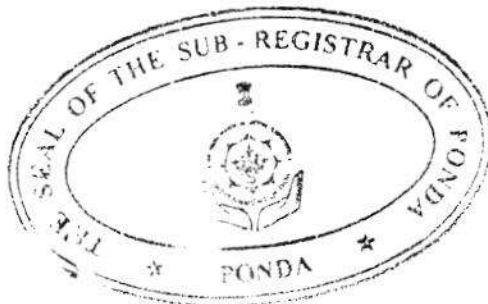
Serial No 798/2017
Presented at the Office of the
Sub-Registrar of Ponda
between the hours of 3.30
and 3.40 on 21/04/2017

Received fees for Rs N. P.
Registration
Copying (Folios) 120 85200 ✓
Copying Endorsements 180 ✓
Postage 10 ✓
Total Rs 85390 ✓

Devendra Kumar Maheshwari

~~SUB-REGISTRAR~~
PONDA

~~SUB-REGISTRAR~~
PONDA



AGREEMENT FOR DEVELOPMENT & SALE

Arav *Arav* *Sushant Sank*

This Agreement for Development & Sale is executed on this 21st day of the month of April 2017, in the city of Ponda, Goa.

BETWEEN

(1) SHRI PRAKASH GANGARAM NAIK, son of Shri Gangaram Naik, aged 44 years, married, businessman and his wife (2) SMT. PRAMILA PRAKASH NAIK, aged 38 years, both residing at Row House No. 1, Sumit Garden, near Saraswati Temple, Daag, Ponda, Goa, hereinafter referred to as the "OWNERS", (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the FIRST PART.

AND

S.M. VENTURES BUILDERS AND DEVELOPERS LIMITED LIABILITY PARTNERSHIP, a Limited Liability Partnership, with office at M-106, first floor, Building No. 18, Housing Board Colony, Curti, Ponda, Goa, represented herein by its Partners (1) SHRI DIGAMBAR MANGESH TILVE, aged 74 years, married, businessman, residing at House No. 157/7, behind Sangam Bakery, Upper Bazar, Ponda, Goa, (2) SHRI SUSHANT VISINUDAS SAWANT, aged 37 years, businessman, residing at House No. 132/13(1), Near Municipal Garden, Silvanagar Ponda, Goa and (3) SHRI DEVENDRA KUMAR MAHESHWARI, aged 28 years, businessman, residing at House No. 302, Near Govt. Primary School, Khandola, Maecel, Ponda, Goa, hereinafter called as the 'DEVELOPER', (which expression shall unless repugnant to the context or meaning thereof mean and include successors in office of Partners, administrators, assignees etc.) of the SECOND PART.

[Signatures]



WHEREAS all the parties herein are Indian Nationals.

AND WHEREAS the OWNERS are in lawful possession and enjoyment of a distinct Plot of land being Plot No. F, admeasuring 860 sq. mtrs., bearing Survey No. 118/1B of Village Ponda, situated within the limits of Village Panchayat of Curti-Khandepar, said Plot of land being forming part of the portion admeasuring 23350 sq. mtrs. bearing Survey No. 118/0 of Village Ponda, said portion admeasuring 23350 sq. mtrs. being in turn forming larger property known as 'PALSONA' (Fredda) do Oiteiro, said larger property not being registered in the Land Registration Office but enrolled in the Matriz under No. 450, 451 and 467 bounded on the East by fence of property of Gopala Har Xete Parcar, on the West by steps of hill (acguas vertentes), on the North by the mango tree of Bablo Sadassiva Naique Cormolcar existing near the fence of the property of the said Parcar and on the South by the fence of Panduronga Xete Gudecar, said Plot No. F shown in red lines on PLAN A annexed hereto being more particularly described with its boundaries in Schedule I hereunder written and referred to in this Agreement for Development & Sale as the 'SAID PLOT'.

AND WHEREAS, the said portion admeasuring 23350 sq. mtrs. of the said larger property 'PALSONA' (Fredda) do Oiteiro, came to be purchased by the OWNER NO. 1 along with his brothers by name Shri Vishnu Gangaram Naik, Shri Bramhanand Gangaram Naik and Shri Dattatray Gangaram Naik, by virtue of Deed of Sale dated 17/08/2005 duly registered before the Office of Sub-Registrar of Ponda under No. 1711 at pages 105 to 137 of Book I, volume 877 on 15/09/2005.



[Handwritten signatures and stamps]

AND WHEREAS, the OWNERS became entitled to SAID PLOT by virtue of Deed of Family Settlement dated 10/12/2009, duly registered before the Office of Sub-Registrar of Ponda under No. 2383 at pages 77 to 114 of Book I, volume 532 on 22/12/2009.

AND WHEREAS, the OWNERS being desirous of selling SAID PLOT and further being desirous of selling the same for its utilization for construction of building comprising residential flats and shops to be constructed therein, have been approached by the DEVELOPER for undertaking the work of construction of the building in the SAID PLOT and selling the constructed premises to the prospective buyers exclusively at the instance of the DEVELOPER, subject to consideration stipulated hereunder, to be paid to the OWNERS.

AND WHEREAS, the OWNERS have agreed for the proposal given by the DEVELOPER of purchasing SAID PLOT for its utilization for construction of building comprising residential flats and shops therein, subject to payment of total consideration in respect of the SAID PLOT, to be paid partly monetarily and partly in kind by way of constructed premises as mentioned hereunder (said total consideration being comprising of tentative cost of construction of premises agreed to be constructed for the OWNERS and monetary consideration as mentioned hereunder).

AND WHEREAS, for the purpose of payment of stamp duty, the present Agreement is valued at Rs. 42,60,000/- (Rupees Forty Two Lakhs Sixty Thousand Only), said valuation being comprising of the cost of construction being Rs. 33,00,000/- (Rupees Thirty Three Lakhs Only) calculated @ Rs. 12,000/- per sq. mtrs. of the constructed premises allotted herein for the OWNERS, cost of SAID PLOT being



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Rs. 8,60,000/- (Rupees Eight Lakhs Sixty Thousand Only) calculated @ Rs. 1000/- per sq. mtrs. and monetary consideration of Rs. 1,00,000/- (Rupees One Lakh Only).

AND WHEREAS, the parties hereto having agreed upon the terms of this Agreement for Development & Sale, hereto reduce the same in writing as under.

NOW THIS AGREEMENT FOR DEVELOPMENT & SALE WITNESSETH AS UNDER:

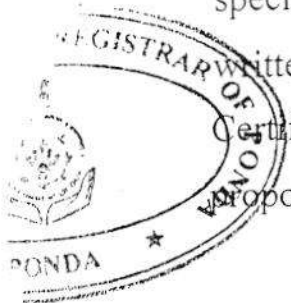
1. In pursuance of agreement above, the OWNERS hereby agree to sell SAID PLOT for its utilization for construction of building comprising residential flats and shops to be constructed therein, subject to payment of total consideration in respect of the SAID PLOT to be paid partly monetarily and partly in kind by way of constructed premises as mentioned hereunder, SAID PLOT wherein the development by way of construction of the building to be undertaken being a distinct Plot No. F, admeasuring 860 sq. mtrs., bearing Survey No. 118/1B of Village Ponda, situated within the limits of Village Panchayat of Curti-Khandepar, SAID PLOT being forming part of the portion admeasuring 23350 sq. mtrs. bearing Survey No. 118/0 of Village Ponda, said portion admeasuring 23350 sq. mtrs. being in turn forming larger property known as 'PALSONA' (Fredda) do Oiteiro, said larger property being more particularly described hereinabove and SAID PLOT No. F being more particularly described with its boundaries in Schedule I hereunder written and shown in red lines on PLAN A annexed hereto.



Defait *Mails* *[Signature]* *[Signature]* *[Signature]*

2. The parties hereto agree that out of the total consideration agreed upon, an amount of Rs. 1,00,000/- (Rupees One Lakh Only), being already paid by the DEVELOPER to the OWNERS by way of NEFT bank transfer on 12/05/2016 vide UTR No. SBHY41613309233 through State Bank of Hyderabad, Ponda Branch, towards payment of total monetary consideration agreed upon, the receipt of which the OWNERS acknowledge herein and thus acquit and discharge the DEVELOPER of said total monetary consideration payable as agreed upon.

3. Being towards total consideration in kind agreed herein, the DEVELOPER hereby agree to handover possession of the constructed premises being THREE 2 BHK RESIDENTIAL FLATS, each admeasuring about 85 sq. mtrs (built up area including all common areas) to be located on the upper ground floor, first floor and second floor as indicated in red lines on PLAN B, C and D hereto annexed and ONE SHOP PREMISES, admeasuring about 20 sq. mtrs (built up area including all common areas) as indicated in red lines on PLAN E hereto annexed, to be constructed on the ground floor of the proposed building in SAID PLOT to be allotted to the OWNERS, with specifications as mentioned hereunder in Schedule II hereunder written along with three parking areas, all alongwith Occupancy Certificate within 24 months after obtaining final approvals for the proposed building project.



4. The OWNERS and the DEVELOPER hereby specifically agree that in the event the area of the constructed premises as mentioned in Clause 3 herein above agreed to be allotted to the OWNERS increases at the time of approval of plans of construction, the OWNERS shall

[Handwritten signatures]

make payment of minimum amount of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) which has been arrived at by the parties hereto by mutual understanding and considering the market trend.

5. The OWNERS and the DEVELOPER hereby specifically agree that in the event the aforementioned Clause No. 4 becomes operational and comes into play, the DEVELOPER shall have liberty to dispose any one of the constructed residential premises proposed to be allotted to the OWNERS as specified herein and an amount of Rs. 12,00,000/- out of the purchase price of any such premises shall be exclusively entitled by the DEVELOPER and the balance amount shall be payable to the OWNERS.

6. The OWNERS hereby declare that the SAID PLOT is free from any encumbrance of whatsoever nature including lease, mortgage, lien etc. and that they have not executed any Agreement for Sale, Memorandum of Understanding or Indenture of Conveyance with any third person in respect of SAID PLOT and the original title document in respect of the SAID PLOT are in custody of the OWNERS.

7. The OWNERS hereby guarantee the DEVELOPER that the title to the SAID PLOT subsists in favour of the OWNERS and they have power, authority, right, title and possession in respect of the same.

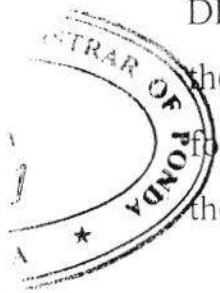
8. The OWNERS hereby undertake that they shall from time to time and at all times hereafter, at the request of the DEVELOPER, do and execute all such further acts, deeds, things, matters, for giving full effect to the present Agreement for Development & Sale.



[Handwritten signatures and marks]

9. The OWNERS hereby undertake that upon execution of this Agreement, as and when called upon by the DEVELOPER, the OWNERS shall make available to the DEVELOPER for all title documents in respect of the SAID PLOT and other relevant documents pertaining thereto in the course of the development of the SAID PLOT and construction of the building therein and shall make available duly notarized copies of any such documents, at the costs of the DEVELOPER.

10. The OWNERS have simultaneously today executed irrevocable Power of Attorney in favour of the DEVELOPER for carrying out various acts, deeds or things including obtaining permissions, approvals etc. from concerned authorities in the course of execution and completion of the construction of building in the SAID PLOT and except the constructed premises agreed to be allotted to the OWNERS with reservations in favor of the DEVELOPER to sell anyone of the constructed residential premises for the purpose of giving effect to Clause 5 hereinabove, for the DEVELOPER to deal in respect of the constructed premises with the prospective buyers in the manner the DEVELOPER deems fit and proper and for empowering the DEVELOPER to enter into separate contracts in its own name with the Building Contractors, Architects and other technical consultants for development of the SAID PLOT and construction of the building therein.



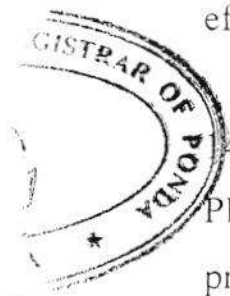
11. The DEVELOPER agree to handover possession of the constructed premises mentioned hereinabove proposed to be constructed for the OWNERS within 24 months after obtaining final approvals for the proposed building project as stipulated herein above, with reservations in favor of the DEVELOPER to sell anyone of the

[Handwritten signatures and initials]

constructed residential premises for the purpose of giving effect to Clause 5 hereinabove, subject to availability of cement, steel, water or any other construction material and or subject to any natural calamity or any other circumstance beyond the control of the DEVELOPER including any delay in obtaining the Occupancy Certificate from the Village Panchayat or any other permission that may be required from any other Competent Authority for reasons beyond the control of the DEVELOPER and in such event, the DEVELOPER shall be entitled to get such reasonable extension of time as may be mutually agreed upon.

12. The DEVELOPER shall get the plan of the building drawn by a qualified Engineer/Architect and shall get the same duly approved by the concerned authorities and do any other incidental things thereof at the sole discretion of the DEVELOPER at its costs and expenses.

13. The OWNERS hereby undertake to sign and verify as and when called upon by the DEVELOPER all Applications as may be required including drawings, letters, plans and all papers which may be in the opinion of the DEVELOPER be necessary for the purpose of giving effect to this Agreement.



14. The OWNERS have today delivered possession of the SAID PLOT to the DEVELOPER for the purpose of carrying out the proposed construction and the DEVELOPER shall be free to enter into the SAID PLOT for carrying out the proposed construction.

15. The parties hereto specifically agree that in the event, there is any delay in obtaining Conversion Sanad, the DEVELOPER shall be entitled for extension of time as may be mutually agreed upon by the

[Handwritten signatures and initials]

parties hereto for handing over possession of the constructed premises agreed to be allotted to the OWNERS.

16. The Parties hereto agree that benefit of additional F.A.R., if any available in future, shall be shared by the OWNERS and the DEVELOPER in proportion to the benefits and rights of the parties under the present Agreement.

17. The Parties hereto agree that in case of any eventuality arising on account of incapability under law, death or any such cause rendering either parties to act in furtherance of the present Agreement, present Agreement shall be binding on the heirs, legal representatives, executors, administrators and assigns, successors in office of Partners, of the parties hereto as applicable.

18. The OWNERS hereby agree to execute Deed of Sale in respect of the constructed premises in favour of the prospective buyers or in favour of a Maintenance Housing Co-operative Society as may be desired by the DEVELOPER and the OWNERS undertake to become members of such Co-operative Housing Society, if any, formed by the DEVELOPER and the OWNERS agree to make payment of all cost, charges and expenses in connection with such Housing Co-operative Society as and when called upon by the DEVELOPER in respect of premises allotted to the OWNERS.

19. Upon delivery of possession of the constructed premises as agreed herein to the OWNERS being total consideration in kind as stipulated hereinabove, nothing contained in this Agreement shall confer any right, title or interest in favour of the OWNERS in respect



[Handwritten signatures and initials]

of the remaining premises proposed to be constructed in the building or any part thereof.

20. Subject to the rights of the OWNERS under the present Agreement in respect of the premises proposed to be constructed for the OWNERS, the DEVELOPER shall be at liberty to sell, assign, transfer or otherwise deal with or dispose off its rights, title and interests in the said proposed building or any other premises to be constructed therein or any part thereof corresponding to the proportionate share of land in respect of the constructed premises, to any prospective buyer on the terms and conditions as may be deemed fit and proper by the DEVELOPER.

SCHEDULE I

(Description of SAID PLOT)

All that Plot No. F, admeasuring 860 sq. mtrs., bearing Survey No. 118/1B of Village Ponda, situated within the limits of Village Panchayat of Curti-Khandepar, forming part of the portion of land admeasuring 23350 sq. mtrs. bearing Survey No. 118/0 of Village Ponda, of the larger property known as 'PALSONA' (Fredda) do Oiteiro, said larger property not being registered in the Land Registration Office but enrolled in the Matriz under No. 450, 451 and 467 and more particularly described with boundaries hereinabove, said Plot No. F shown in red lines on PLAN A annexed hereto being bounded as under:

On the East : By property under Survey No. 116.

On the West : By Plot A.

On the North : By existing road.

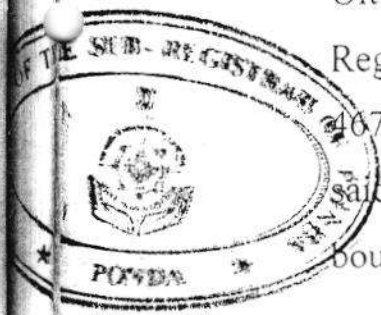
On the South : By Plot B.

G. Pais

M. Pais

[Signature]

[Signature]



And having dimensions of sides as under:

On the East : By 38 .00 mtrs.

On the West : By 8.50 mtrs.

On the North : By 50.75 mtrs.

On the South : By 35.00 mtrs..

SCHEDULE II

(Description and specifications, as applicable, of proposed three 2 BHK residential flats and one shop premises allotted to OWNERS as indicated in PLAN B, C, D and E respectively annexed hereto)

	No. of Premises	Floor	Approximate Area (Built up area including all common areas)
Shop		Ground floor	20 sq. mtrs.
Flat		upper ground floor	85 sq. mtrs.
		first floor	85 sq. mtrs.
		second floor	85 sq. mtrs.

The scope of work of construction of proposed residential flats and shop shall be as mentioned hereunder.

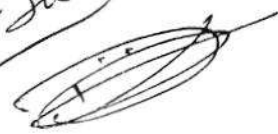
- i) **Excavation Plinth etc:** as per the design engineer and consultants plans.
- ii) **R.C.C:** 1:15:3 for all reinforced concrete works or as per the design.
- iii) **Steel:** Local T.M.T and as per design.
- iv) **Plastering:** 1:4 & 1:3 mix plaster with lime finish and double coat for external walls.

[Handwritten signatures and stamps]

- v) **Masonry:** 23 cm thick external walls of laterite stones, or blocks. Partition walls shall be of Khanapur bricks or local fly ash based bricks of 10 cm thick with reinforced patli wherever required.
- vi) **Lintel, Chajjas, lofts:** Lintels and chajjas according to plan.
- vii) **Windows:** Aluminum powder coated open able shutters or sliding as required.
- viii) **Doors:** Main door shall have Teak frame and shutter or equivalent. Other doors shall be of Matti/SAL frame and shutter shall be of flush doors of ISI standards.
- ix) **Tiles:** Vitrified floor tiles of ISI standard 45x45 or 60x60 as required. Bathroom floor tiles will be of standard antiskid and wall be of 8x12 ceramic standard.
- x) **Kitchen:** standard stainless steel sink and kitchen platform up to 2M in length and top shall have granite or marble as required. 2 tile height ceramic at platform.
- xi) **Bathroom:** Each bathroom shall have one washbasin, one Indian or European w/c flush tank, mixercock (ARK) or ISI equivalent.
- xii) **Electrification:** Concealed standard conduits and shall have points as per plan (Finolex wire or equivalent). One Master bed shall have A/C point.
- xiii) **Paint:** Internal acralyc distemper and external shall be of cement paint.
- xiv) **Grills:** All windows and stair shall have grill and rail design or as per the Architectures elevation and other requirements.
- xv) **Other Amenities:** Compound, Gate, Ground level water sump, Septic tank Soak pit, lift, Roof level water tank shall be as per the project requirement.





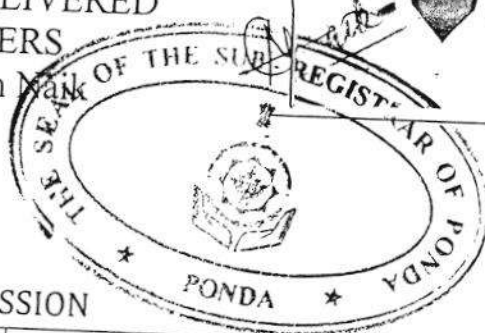



IN WITNESS whereof the parties hereto have executed and signed this AGREEMENT FOR DEVELOPMENT & SALE on the day, year and place mentioned first hereinabove.

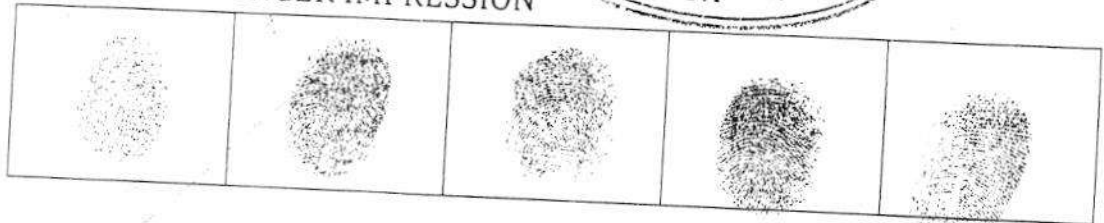
[Signature]

SIGNED, SEALED & DELIVERED
by the withinnamed OWNERS

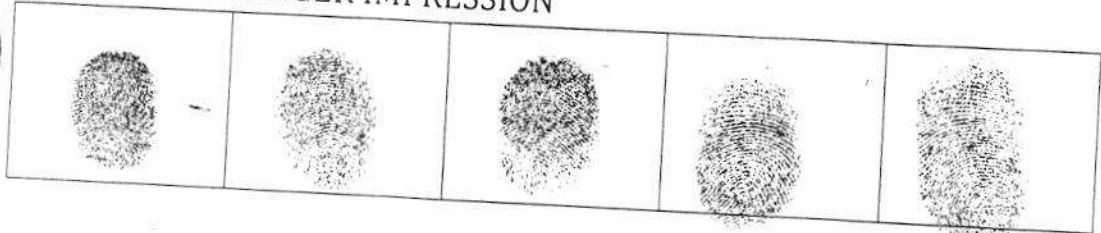
(1) Shri Prakash Gangaram



LEFT HAND FINGER IMPRESSION



RIGHT HAND FINGER IMPRESSION

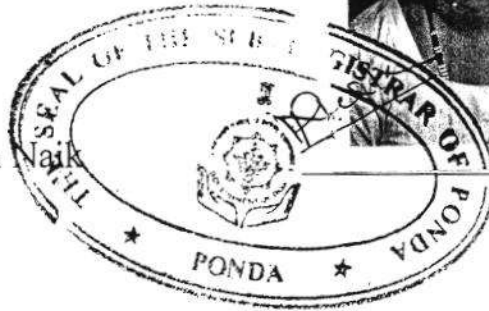


[Signature] *[Signature]* *[Signature]*



Naik

(2) Smt. Pramila Prakash Naik



LEFT HAND FINGER IMPRESSION

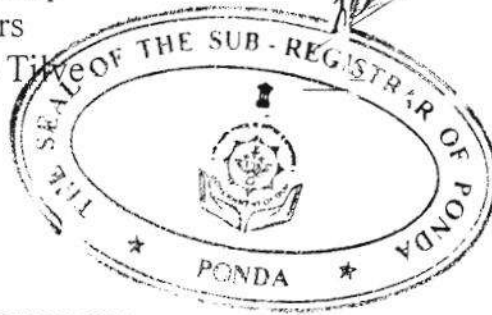


RIGHT HAND FINGER IMPRESSION



Naik
Naik
Sub Registrar

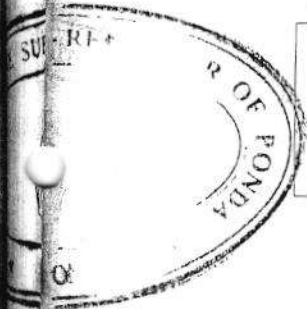
SIGNED, SEALED & DELIVERED
by the withinnamed DEVELOPER
S.M. Ventures Builders & Developers
Limited Liability Partnership
represented by its Partners
Shri Digambar Mangesh Tikve



LEFT HAND FINGER IMPRESSION

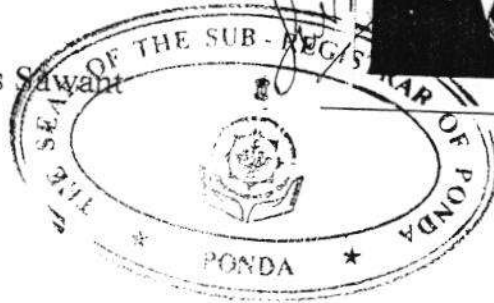


RIGHT HAND FINGER IMPRESSION

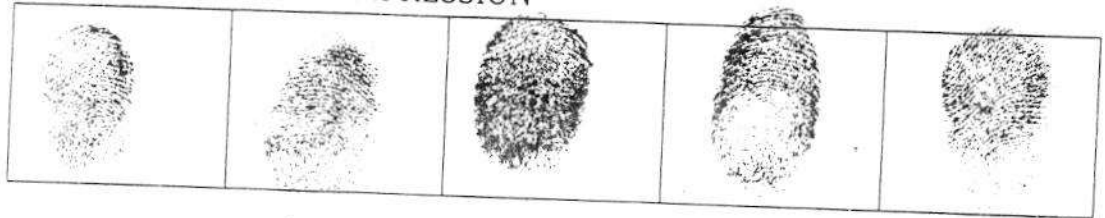


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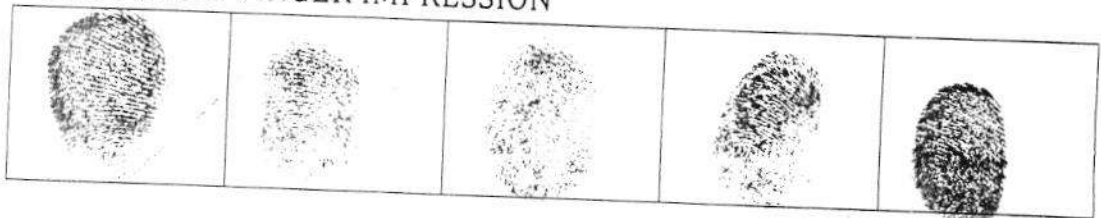
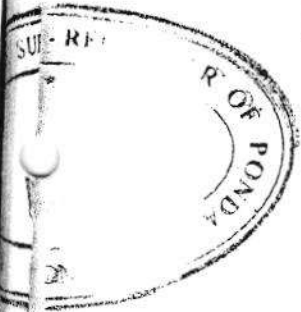
Sushant Sawant
 Shri Sushant Vishnudas Sawant



LEFT HAND FINGER IMPRESSION



RIGHT HAND FINGER IMPRESSION



Paik *Paik* *Sushant Sawant*

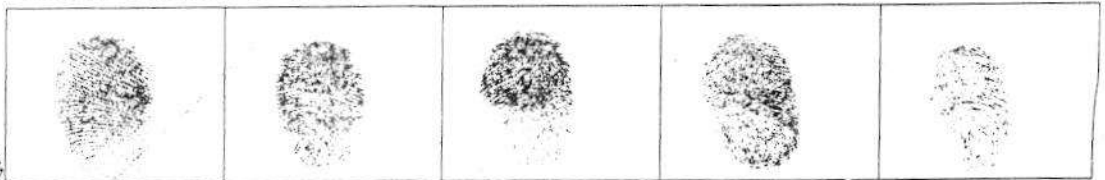


Shri Devendra Kumar Maheshwari

LEFT HAND FINGER IMPRESSION



RIGHT HAND FINGER IMPRESSION



In presence of:

1. Sarvesh Shrikant Naik *Sarvesh Naik*
2. Santosh Takalkar *Santosh Takalkar*

Glack *Naik* *Santosh Takalkar*



Plan - A

GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA

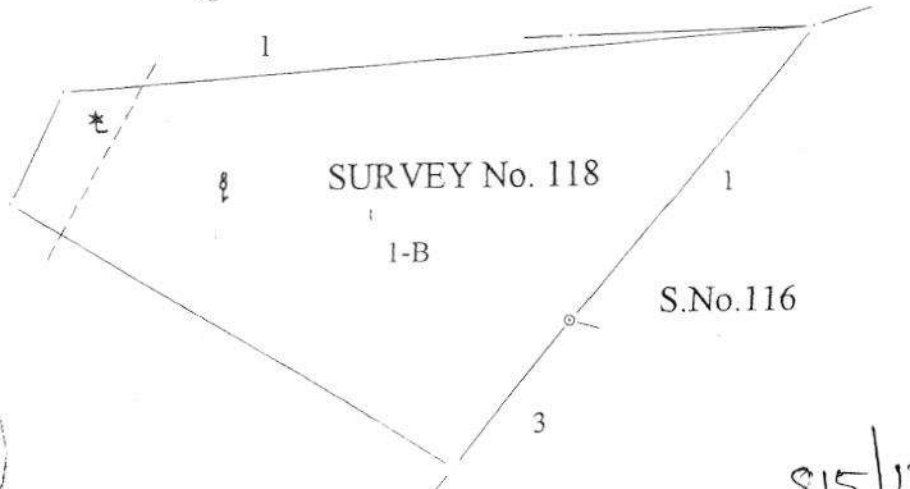
Inward No:2895



Plan Showing plots situated at
Village : PONDA
Taluka : PONDA
Survey No./Subdivision No. 118/1-B
Scale : 1 : 500



PP Bandekar
Inspector of Survey &
Land Records.



Registered No. 815/17
at pages 38 to 62
Book No. I Volume No. 3402
date 28/04/2017

[Signature]
Sub-Registrar

[Signature]
Generated By : Digvita Bandekar (D'Man Gr II)
On : 07-11-2016

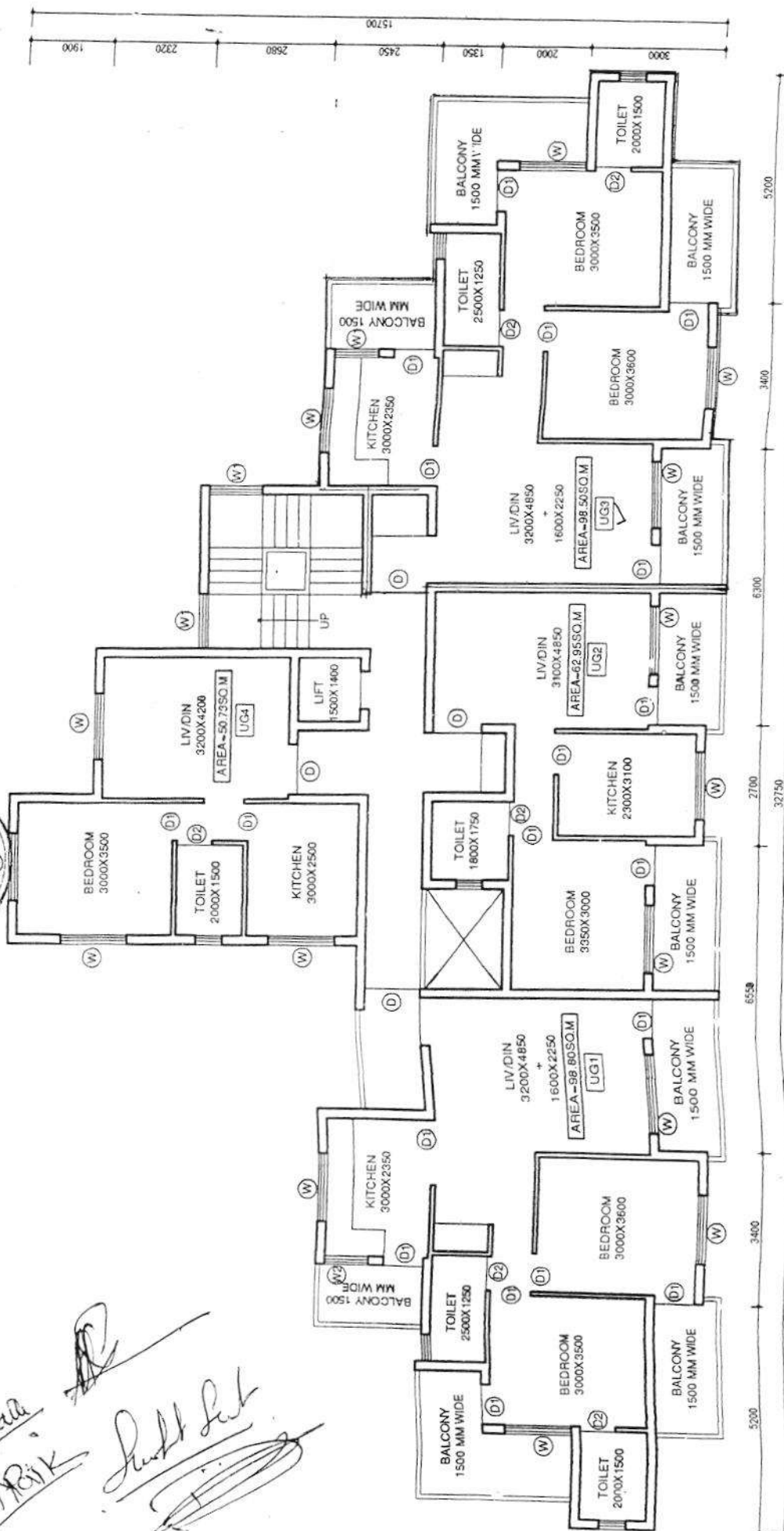
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Compared By: Digvita Kerkar (H.S.)

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Registered No. 815/17
at pages 38 to 62
Book No. I Volume No. 3402
date 28/04/2017

Plan - B

Sub-Registrar



UPPER GROUND FLOOR PLAN

NOTES:

- ALL DIMENSIONS ARE IN mm
- ALL DIMENSIONS TO BE READ ONLY
- DRAWING NOT TO BE SCALED

OWNER:

TITLE: SUBMISSION DWG
SCALE: 1:100 / 1:150
DATE: 09/04/2017
JOB NO:
DWG NO:
DWG BY:

ARCHITECT:

WAVES STRUCTURAL ENGINEERING SERVICES
ARCHITECT INTERIOR DESIGNER
UPPER BAZAR, PONDAGAOA.

~~Sub-Registrar~~

Registered No. 815 | 17
at pages 38 to 62
Book No. I Volume No. 3402
date 28 | 04 | 2017



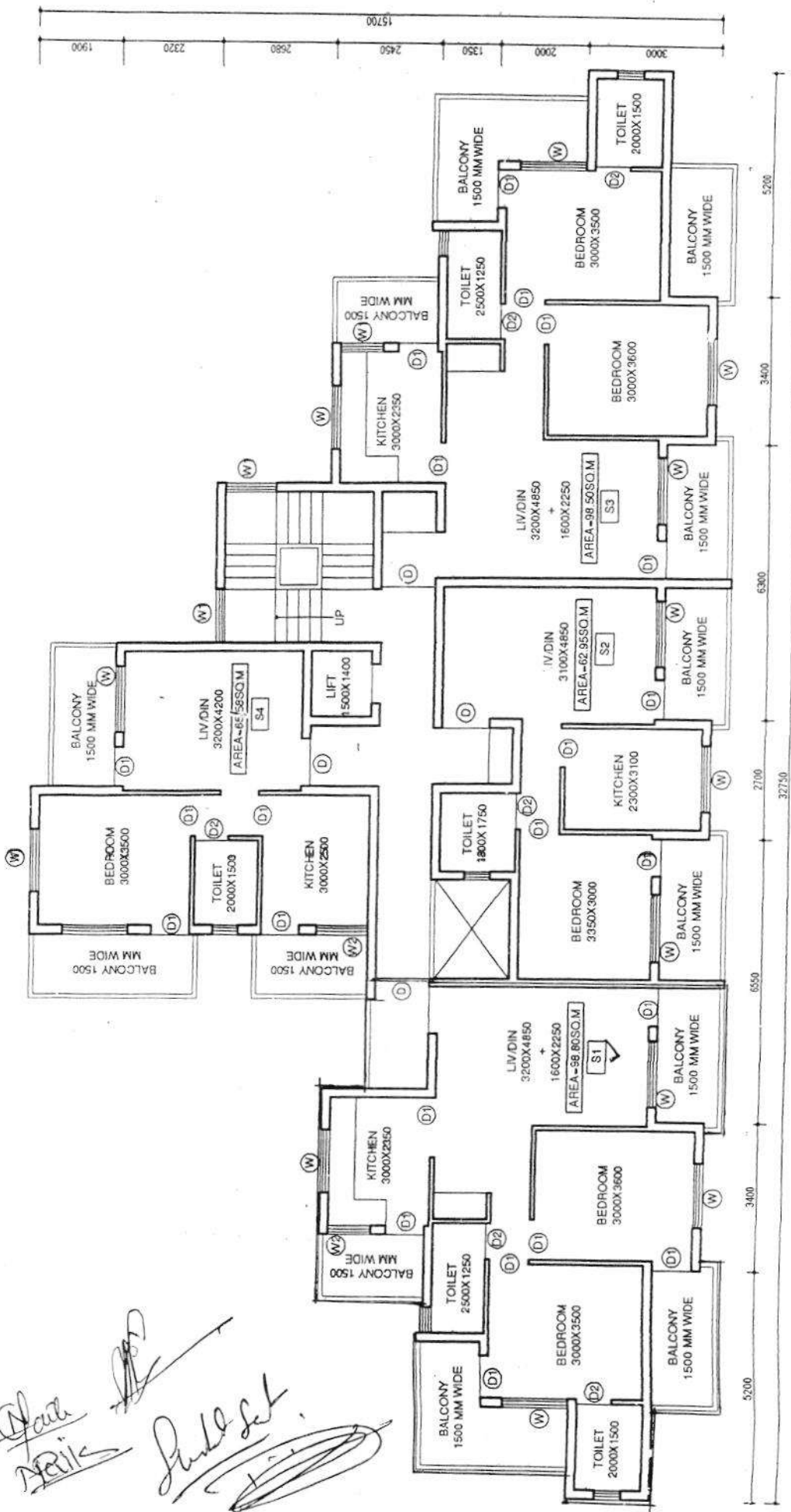
TITLE- SU	SCALE-	DATE-	JOB NO.	DWG NO.	DWG BY-
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PROPOSED CONSTRUCTION OF
SM-SILVERSKY FOR SM VENTURES
BUILDERS AND DEVELOPERS AT CURTI
PONDA GOA ON SURVEY NO.118/1B

WAVES STRUCTURAL ENGINEERING SERVICES
ARCHITECT INTERIOR DESIGNER
UPPER BAZAR, PONDA-GO

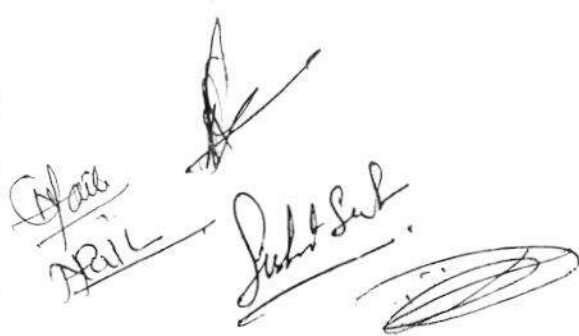
1. Wahl
 2. Neuk
 3. Sicht
 4. Sicht

Registered No. 815/17
 at pages 38 to 62
 Book No. I Volume No. 3402 Plan - D
 date 28/04/2017
 Sub-Registrar



Handwritten signatures and notes:
 Date 28/04/2017
 By [Signature]
 Sub-Registrar

~~Sub-Registrar~~



LOWER GROUND FLOOR PLAN

	NOTES: ◊ ALL DIMENSIONS ARE IN mm ◊ ALL DIMENSIONS TO BE READ ONLY ◊ DRAWING NOT TO BE SCALED	TITLE - SUBMISSION DWG		OWNER: PROPOSED CONSTRUCTION OF SM-SILVERSKY FOR SM VENTURES BUILDERS AND DEVELOPERS AT CURTI PONDIA GOA ON SURVEY NO 118/1B	ARCHITECT: WAVES STRUCTURAL ENGINEERING SERVICES ARCHITECT INTERIOR DESIGNER UPPER BAZAR, PONDIA-GOA.
		SCALE:-	1:300 / 1:500		
		DATE:-	09/04/2017		
		JOB NO:-			
		DWG NO:-			
		DWG BY:-			

EXECUTING PARTIES

(1) SHRI PRAKASH GANGARAM NAIK, son of Shri Gangaram Naik, aged 44 years, married, businessman and his wife (2) SMT. PRAMILA PRAKASH NAIK, aged 38 years, both residing at Row House No. 1, Sumit Garden, near Saraswati Temple, Daag, Ponda, Goa.

3) S.M. VENTURES BUILDERS AND DEVELOPERS LIMITED LIABILITY PARTNERSHIP, a Limited Liability Partnership, with office at M-106, first floor, Building No. 18, Housing Board Colony, Curti, Ponda, Goa, represented herein by its Partners (A) SHRI DIGAMBAR MANGESH TILVE, aged 74 years, married, businessman, residing at House No. 157/7, behind Sangam Bakery, Upper Bazar, Ponda, Goa, (B) SHRI SUSHANT VISHNUDAS SAWANT, aged 37 years, businessman, residing at House No. 132/13(1), Near Municipal Garden, Silvanagar Ponda, Goa and (C) SHRI DEVENDRA KUMAR MAHESHWARI, aged 28 years, businessman, residing at House No. 302, Near Govt. Primary School, Khandola, Mazel, Ponda, Goa.

Executing parties _____

As _____

one to three _____

admits execution of the so called _____

agreement _____

> prakash G. Naik _____

Naik



> Pramila P. Naik _____

Naik

