

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

*[Signature]*  
Officer / Manager

Phone No:  
Sold To/Issued To:  
Narayanrao K Desai  
For Photo/ID Proof:  
Pan card



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PON-1-779-2022



### AGREEMENT FOR DEVELOPMENT AND SALE

*P. Venkatar*

*S. Venkatar*

*N. Desai*

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**THIS AGREEMENT FOR DEVELOPMENT AND SALE**  
is made and executed at Ponda-Goa, on this 10<sup>th</sup> day of  
May, in the year Two Thousand Twenty Two  
(10/05/2022).

**BETWEEN**

1. **SHRI. PRADIP alias PRADEEP TUKARAM VEREKAR**,  
son of Shri. Tukaram Vinayak Shet Verekar, age 71 years,  
married, Occup-Doctor, holder of PAN Card No.  
[REDACTED], Aadhaar Card No. [REDACTED] Mob.  
No. [REDACTED] Indian National, and his wife;
2. **SMT. SHUBHADA PRADIP VEREKAR**, wife of Shri.  
Pradip Tukaram. Verekar, daughter of Shri. Harendra  
Kanvinde, age 63 years, housewife, holder of PAN Card  
No. [REDACTED], Aadhaar Card No. [REDACTED], Mob  
No.9650311987, Indian National, both residents at Flat  
No. F-1, Garkul Apartment, Near Satyam Shivam Housing  
Society, Shantinagar, Ponda-Goa, hereinafter known as  
the "**VENDORS/OWNERS**". (Which expression shall unless  
repugnant to the context or meaning thereof include their  
heirs, executors, administrators and assigns) of the  
**FIRST PART.**

**AND**

**M/s DESAI DEVELOPERS**, through its proprietor **SHRI.  
NARAYANRAO R. DESAI**, son of Shri. Ramchandra  
Narayan Desai, age 40 years, married, occup-business,  
holding Pan Card No. [REDACTED], Aadhaar Card  
No. [REDACTED], Phone No.7774999855, Indian  
National, resident of House No.345/9 Opp. Viraj Wood  
Industry, Perigol, Kavlem, Ponda-Goa, 403401,

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hereinafter referred to as "**BUILDER/DEVELOPER/ PURCHASER**"(which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators and assigns) of the **SECOND PART.**

**WHEREAS** there exist portion of landed property admeasuring an area of 44,835.00 square meters of a property denominated or known as "**GORBAT**" alias "**GORBATA**" alias "**GHAR BHAT**" also known as "**MALAR**" situated in ward Shantinagar of Ponda Municipal Council, Taluka Ponda, Sub-District of Ponda, District of North-Goa. The entire property "**GORBAT**" is described in the Land Registration office of Illhas Judicial Division of Goa, under No.1886, at folios 158 verse of Book B. 22 (new), and registered in the Land Revenue office under No.669. The said portion admeasuring 44,835.00 square meters of property "**GORBAT**" is situated within the Municipal limit of Ponda and surveyed under No. 171/1 of village Ponda, Taluka Ponda-Goa, and is bounded, On the **East:-** by the property of Apu Oleiro, Bolo Shet and Sada Shet Arsekar, surveyed under No.170/1 of village Ponda, On the **West:-** by the Municipal road, On the **North:-** by the half of the property of "**GORBAT**" belonging to Rukmini Shet Verenkar, surveyed under No.169/1 of village Ponda, and on the **South:-** by the property belonging to Balduino Coelho now Krishna Kamat, surveyed under No.172/1 of village Ponda.

**AND WHEREAS** there exist another property admeasuring an area of 21,606.00 square meters, denominated or known as "**CHUDGI RAMJI**" alias "**CHUDJI RAMJI**" situated at Nagzor, Curti Sub-District

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Ponda, District of South-Goa. The said property "**CHUDGI RAMJI**" is situated within the area of Gram Panchayat Curti-Khandepar, Taluka Ponda-Goa, and surveyed under No.78/1 of village Ponda, Taluka Ponda-Goa.

**AND WHEREAS** the aforesaid both properties were owned and possessed by late Shri. Vinayak Shivram Shet Verencar alias Vinaeca Suirama Xete Verencar and his wife Smt. Lakshimi Vinayak Shet Verencar alias Loximi Xettina Verencar alias loximim Xetina Verencarina, who were grandparents of the Vendor No.1 Shri. Pradip T. Verekar, and said properties are found inscribed in the Land Registrar of Illhas and Land Revenue Registrar (Matrizado) in favour of the late Smt. Loximim Xetina Verencarina.

**AND WHEREAS** Shri. Vinayak Shivram Shet Verekar alias Vinaeca Siurama Xete Verencar and his wife Smt. Lakshimi Vinayak Shet Verekar alias Loximi Xettina Verencar alias loximim Xetina Verencarina acquired exclusive ownership of the aforesaid mentioned both properties by virtue of the document of Deed of Declaration, Partition of land and Exchange, sale and Acquaintance dated on the 15/05/1937.

**AND WHEREAS** since aforesaid Deed dated 15/05/1937, the said Shri. Vinayak Shivram Shet Verekar and his wife Smt. Lakshimi Vinayak Shet Verekar were in continuous, peaceful and legal possession and absolute and exclusive owners in possession and enjoyment of the property "**GORBAT**" admeasuring 44,835.00 square meters, surveyed under No. 171/1 of village Ponda, and the property "**CHUDGI RAMJI**" admeasuring an area of

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21,606.00 square meters, surveyed under No.78/1 of village Ponda.

**AND WHEREAS** Shri. Vinayak Shivram Shet Verekar and his wife Smt. Lakshimi Vinayak Shet Verekar expired on 3<sup>rd</sup> May 1942 and on the 8<sup>th</sup> June 1971 respectively at Durghabhat leaving behind them their three sons as their sole universal heirs and legal representatives namely said Shri. Yeshwant Vinayak Shet Verekar, Shri. Pandurang Vinayak Shet Verekar and Shri. Tukaram Vinayak Shet Verekar.

**AND WHEREAS** aforesaid late Vinayak Shivram Shet Verekar and his wife Smt. Lakshimi Vinayak Shet Verekar on their death had left above two immovable properties i.e portion of property admeasuring 44,835.00 square meters known as "**GORBAT**", surveyed under No.171/1 of village Ponda, situated at Ponda, Sub-District Ponda District of South-Goa, and Plot admeasuring an area of 21,606.00 square meters of the property denominate or known as "**CHUDGI RAMJI**" surveyed under No.78/1 of village Ponda, situated at Nagzor, Curti Sub-district Ponda, District of South-Goa.

**AND WHEREAS** by virtue of **Deed of succession** or Qualification (Escriture de habilitacao) dated 18/12/1984 drawn at pages 59 to 60 V of the Notarial book for Deed No. 375 on the book of the Sub-Registrar cum Notary Ex-officio of Sub-Registrar of Ponda-Goa, aforesaid Shri. Yeshwant Vinayak, Shet Verekar, Shri. Pandurang Vinayak Shet Verekar and Shri. Tukaram Vinayak Shet Verekar came to be duly qualified as the sole universal heirs and legal representatives of the

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estate left by their deceased parents namely Shri. Vinayak Shivram Shet Verekar and Smt. Lakshimi Vinayak Shet Verekar.

**AND WHEREAS** by virtue of **Deed of Partition** or Division dated 28/12/1984, executed in the office of the Civil Registrar cum Sub-Registrar of Ponda, under serial No. 592 dated 297/12/1984 and registered under No. 482, at pages 357 to 378, Book No. 1, volume No. 105 dated 09/02/1987, the above mentioned heirs Shri. Yeshwant Vinayak Shet Verekar and his wife Smt. Bhimarati Yeshwant Shet Verekar as First Party, Shri. Pandurang Vinayak shet Verekar and his wife Smt. Pushpa Pandurang Shet Verekar as Second Party and Shri. Tukaram Vinayak Shet Verekar and his wife Smt. Asha Tukaram Shet Verekar as Third Party in above Deed of Partition divided above mentioned property namely **"GORBAT"**, surveyed under No. 171/1 of village Ponda, admeasuring 44,377 square meters into 10 sub-plot bearing No. A, A/1, A/2, B, B/1, B/2, B/3, C, C/1, C/2, after reserving an area of 3080.00 sq. Mtrs to road and, Property namely **"CHUDGI RAMJI"**, surveyed under No. 78/1 of village Ponda, admeasuring 21,606 square meters into 7 sub-plot bearing No. A, A/1, B/1, B/2, C, C/1, after reserving an area of 2295.00 sq. Mtrs to road as shown in both plans annexed to said Deed of Partition and partitioned among themselves aforesaid properties by metes and bound into separate shares and allotted the same amongst themselves in the manner more particularly set out in the said Deed of Partition dated 28/12/1984.

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**AND WHEREAS** the Vendor No.1 Shri. Pradip T. Verekar's parents namely late Shri. Tukaram Vinayak Shet Verekar and late Smt. Asha Tukaram Shet Verekar by virtue of aforesaid Deed of Partition dated 28/12/1984, acquired exclusive and absolute ownership right in possession and enjoyment of the five plots i.e (1) Plot No.C, admeasuring 2285.00 square meters, (2) Plot No. C/1, admeasuring 4500.00 square meters, (3) Plot No. C/2 admeasuring 5308.00 square meters forming part of the property "**GORBAT**" surveyed under No.171/1 of village Ponda, (4) Plot No. C, admeasuring 3778.00 square meters, and (5) Plot No. C/1 admeasuring 1187.00 square meters forming part of the property known as "**CHUDGI RAMJI**" surveyed under No.78/1 of village Ponda, situated at Nagzor, Curti. And they were fully entitled to sell, convey, grant, transfer, assigns and assure their rights in the said plots to any person or persons whomsoever without any claim or objections.

**AND WHEREAS** during their life time said Shri. Tukaram Vinayak Shet Verekar and his wife Smt. Asha Tukaram Shet Verekar, developed three aforesaid plots i.e (1) Plot No. C, admeasuring 2285.00 square meters (more specifically described in the Schedule-I, given hereunder and hereinafter referred to as **said property**), (2) Plot No C/1, admeasuring 4500.00 square meters, and (3) Plot No. C/2 admeasuring 5308.00 square meters, of the property "**GORBAT**" surveyed under No.171/1 of village Ponda, into various smaller sub-plots of Various dimensions and sizes, and got the same approved and sanctioned by the South Goa Planning and Development Authority (SGPDA), vide Development permission granted vide order No. SGPDA/P/12/367/95-96 dated

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28/11/1995, and sold some of plots to various purchasers and in plot No.2 admeasuring 1294.00 square meters constructed two building namely "GHARKUL APARTMENT" and "USHA APARTMENT".

**AND WHEREAS** parents of the Vendor No.1, late Shri. Tukaram Shet verekar and late Mrs Asha Tukaram Shet Verekar expired in the status of married on 9/07/2006 and 02/02/2015, respectively leaving behind two separate independent "**Wills**", a Will of late Asha Tukaram Shet Verekar, dated 01/02/2006, drawn at pages 77 to 83 of Notarial book for the will/Deed No.38 and a Will of late Tukaram Shet verekar, dated 01/02/2006, recorded at pages 83 to 86 of the Notarial book for the will/Deed No.38, along with Deed of consent dated 01/02/2006, drawn at pages 88 to 91 of Notarial Book for the will No.396.(hereinafter combinedly or jointly called as "**said Will**").

**AND WHEREAS** said late Shri. Tukaram Shet verekar and late Smt. Asha Tukaram Shet Verekar through their above mentioned said will, left their testamentary dispositions disposing of their remaining estate i.e Flat No.F-1, located in the building known as "USHA APARTMENT", Flat No.F-1, shop No. SH-1, SH-2, & SH-4, located in the building known as "GHARKUL APARTMENT", and sub-divided plot Nos. 1, 9, 15A, 17A, 17B, 17C & 17D of plot No. C, C/1, and C/2 of the property "GORBAT" surveyed under No.171/1 of village Ponda, which were duly approved and sanctioned by the SGPDA vide Development permission vide order No. SGPDA/P/12/367/95-96 dated 28/11/1995, to their below mentioned heirs.

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**AND WHEREAS** upon the demise of said Shri. Tukaram Shet Verekar and Mrs Asha Tukaram Shet Verekar, a **Deed of Succession** and Qualification of heirs came to be drawn in the office of Civil Registrar cum Sub Registrar and the Notary Ex-officio of Dharbandora on 18/03/2020, drawn at pages 44 to 46 of the Notarial Book for Deed No. 5, whereby (1) Shri. Prakash Tukaram Verekar alias Pracash Tucaram Verencar, and his wife Smt. Sheela Prakash Verekar, (2) Shri. Pradip alias Pradeep Tukaram Verekar and his wife Smt. Shubhada Pradip Verekar, (3) Smt. Usha Shashikant Bhise and her husband Shri. Shashikant Dattatray Bhise and (4) Shri. Satchitanand Tukaram Verekar, came to be qualified as legal successors and universal heirs of said late Shri. Tukaram Shet Verekar and Mrs Asha Tukaram Shet Verekar.

**AND WHEREAS** the Vendor No.1 Shri. **Pradip T. Verekar** by virtue of said Will, became absolute owner and acquired right, title and interest in the **Plot No.1** of an area admeasuring **636.00** square meters of the property known as "**GORBAT**" surveyed under No.171/1 of village Ponda, as approved by SGPDA, and as per the Deed of Partition dated 28/12/1984 forming part of the plot No. C admeasuring 2285.00 square meters, which plot No.1 is more specifically described in the Schedule-I given hereunder.

**AND WHEREAS** Vendor No.1 after having become the absolute owner by virtue of said Will, got mutation of his name in the occupant coloumn of Form I & XIV of the property surveyed under No. 171/1 of village Ponda and subsequently vide case No. PON/LRC/PART/750/2019

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filed in the Court of Dy. Collector & Sub-Divisional Officer Ponda Goa, got his portion of holding separated from the above survey No.171/1, vide order dated 21/03/2022. The plot No. 1, admeasuring an area of 636.00 sq. mtrs, is an independent Plot, forming part of the former Plot No. C admeasuring 2285.00 square meters of the property known as "GORBAT" alias "MALAR" surveyed under No. 171/1 of village Ponda and now being identified and separately surveyed under survey No.171/1-F of village Ponda, Taluka Ponda-Goa, and more specifically described in the Schedule-II, hereunder written and shown on the plan annexed hereto and for better clarity marked thereon with red colour boundary lines and hereinafter referred to as "said Plot".

**AND WHEREAS** the Vendor No.2 is the wife of Vendor No.1 and as such the Vendor No.2 is joined as party to this Agreement for sale and Development.

**AND WHEREAS**, the Owners are desirous of developing the said property by constructing residential building.

**AND WHEREAS**, the Owners could not arrange necessary funds for the construction of the said building, and therefore, requested the Builder to take up the developmental work as per Plans that may be approved by the concerned Government Bodies. The Builder has accepted the proposal to complete the development by way of raising funds from persons interested in having a flat in the said building.

**AND WHEREAS** the Owners do hereby declares:

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- a) That the Owners title to the said Plot described in schedule-II hereto is valid, legal, clear and marketable, unencumbered and subsisting.
- b) That the said Plot described in the schedule-II hereto is absolutely free from encumbrance, lien, charges, and that there are no dues payable to the Government or any other authorities and/or ant statutory bodies.
- c) That there are no difficulties legal and otherwise for the sale of the said Plot hereto or any part thereof.
- d) That no attachment or notice from the central or State government or anybody or authority under any Panchayat Act or any other Act or any scheme or legislative enactment, Government ordinance or Notification including any notice/proceeding for acquisition or requisition has/has been received by or upon the Owners and that the said Plot described in the schedule-II hereto or any part thereof is not subject to any attachment or certificate or otherwise recovery proceeding under the Income tax Act or any statutory law or Regulation.
- e) That there is no litigation or any legal proceeding pending in any court /Tribunal or any other impediment in respect of the said plot described in the schedule-II hereto or any part and/or any structure existing thereto.
- f) That except this Agreement, the Owners have not entered into and shall not enter into any agreements pertaining to said Plot and/or effecting the title of the Owners to the said Plot described in schedule-I, hereto or any part thereof.
- g) That the Builder shall be entitle to undertake construction of building/s on the said Plot and sell the same to any prospective buyers/purchasers of the

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choice of the Builder without any interference of the Owners except the premises reserved for the Owners as contained herein, by cutting of any trees and/or by cutting any land from the said Plot.

- h) The Owners do hereby indemnifies the Builder in respect of any claim of any parties over the said Plot.

**AND WHEREAS** the Builder considering the aforesaid representation made by the Owners and believing them to be true has agreed to develop the said Plot described in schedule-II, thereby by constructing residential building in consideration of constructing and allotting to the above Vendors Three(3) Flats as mentioned in clause-4 hereunder.

**AND WHEREAS** Vendors have accepted the said proposal of the Builder and the detail of the premises to be allotted to the Vendors and the premises to be retained by the Builder and its areas is incorporated specifically in this Agreement for Development and sale.

**AND WHEREAS,** the Vendors gave permission for development work on certain terms and conditions mutually agreed upon by the parties.

**AND WHEREAS** for the purpose of stamp duty and registration fee the subject matter of this Agreement is values at Rs. 76,64,520/- (Rupees Seventy Six Lakhs Sixty Four Thousand Five Hundred Twenty Only) being the consideration price of the sale of said Plot as such the appropriate Stamp duty @ 2.9% is paid herewith.

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**AND WHEREAS** the parties have mutually settled the terms of this Agreement, and the parties hereto hereunder record such terms of agreement

**NOW THIS AGREEMENT WITNESSES AS UNDER:**

**Definitions:**

1. For the purpose of this agreement unless contrary to the context or meaning thereof, the following terms shall mean the meaning given to them herein below:-
  - a) "**said Agreement**" means this Agreement including any preamble and Schedules to this Agreement, as amended, supplemented or re-stated from time to time.
  - b) "**said Property**" shall mean the land described in the SCHEDULE-I herein written at the conclusion of this Agreement;
  - c) "**said Plot**" shall mean the land described in the SCHEDULE-II herein written at the conclusion of this Agreement;
  - d) "**service**" in relation to any letter or notice by one party to the other shall be either by hand delivery to the party or to his email ID or to his office staff or family members; but in case it is sent by post, the service shall be deemed to have been effected on the third day of his posting of the same at the address given hereinafter, whether or not the same is actually served or any acknowledgment thereof is received back by the sender.
  - e) "**super built-up area**" shall mean a total area obtained after of the premises, such additional area that shall be derived after multiplying the built-up area of the premises by a fraction obtained upon dividing the total

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common area by the total built-up areas of all the buildings.

f) "BHK" shall mean bedroom, hall and kitchen. The term BHK is used to denote the number of rooms available in a flat. A single BHK flat means 1 bedroom, hall, and kitchen, 2BHK flat means 2 bedrooms, hall and kitchen. 3BHK flat means 3 bedroom, hall and kitchen.

2. Pursuant to the understanding of this Agreement the VENDORS shall permit the Builder and the BUILDER shall develop at his own cost and expenses and responsibility and on principal to principal basis and not as agents of the Vendors the above mentioned said Plot, more particularly described in the SCHEDULE-II hereto as per the plans and license sanctioned by the SGPDA and Ponda Municipal Council or such other concerned authorities.

3. In consideration of the VENDORS agreeing to sell or otherwise transfer unto the Builder or his nominee/s the said Plot more particularly described in the SCHEDULE-II, and further pending this Agreement, permitting the Builder to develop the said Plot, the BUILDER shall pay consideration to the Owners in kind, i.e by constructing and delivering to the VENDORS Three (3) Flats, which are more specifically described and mentioned in clause 4 as contained hereunder.

4. The BUILDER shall construct and make available to the VENDORS, the following Flats/premises in the proposed building:-

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1. A residential Premise being flat of 2BHK bearing Flat No.F-2, admeasuring 111.08 square meters (super built-up area), located on the first floor of the building proposed to be constructed on the said Plot.
2. A residential Premise being flat of 2BHK bearing Flat No.T-1 admeasuring 111.08 square meters (super built-up area), located on the third floor of the building proposed to be constructed on the said Plot.
3. A residential Premise being flat of 2BHK bearing Flat No.T-2 admeasuring 111.08 square meters (super built-up area), located on the third floor of the building proposed to be constructed on the said plot.
4. A stilt parking No. F-2, T-1 & T-2, located on ground floor of the building proposed to be constructed on the said plot.

The aforesaid allotment of Flat Nos. F-2, T-1, T-2, and stilt parking No. F-2, T-1, & T-2 are more specifically described in schedule-III and shown and delineated in the plain-1, 2, 3, respectively with red colour boundary line annexed hereto this said Agreement.

5. Immediately on the execution of present said Agreement for Development and Sale, the VENDORS herein shall execute Power of Attorney in favour of the BUILDER so as to undertake such work as are intended hereunder or as may be necessary and ancillary thereto to facilitate the development of the said Plot hereby agreed to sell and developed by the BUILDER. The VENDORS hereby agree that the said Power of Attorney shall be coextensive with these presents and shall not be withdrawn as long as these presents subsist and remain binding upon the parties hereto.

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6. The VENDORS hereby authorized and permit the Builder to carry out the development of the said Plot by constructing thereon building comprises of residential flats/premises, or any other type of premise as may be deemed expedient by the Builder, to be transferred on ownership basis or in such manner as deem finds fit, proper and convenient. The Vendors hereby authorize the Builder to do what is needed including the preparation of the building plan, obtaining approvals of the same from the concerned authorities for constructing the residential Flats /premises or any other type of premises, booking and effecting the sale of all the apartment with the exception of said Flats reserved for the VENDORS as stated in clause 4 above, receiving money from the prospective purchaser/s of the respective flats or other premises. The BUILDER is entitled and solely responsible for and carrying out the approved construction with such addition and alterations as the Builder or any licensing authority may and deem fit and necessary in order to develop the said plot to its full permissible coverage and floor area ratio. The VENDORS further agree to sign and execute all necessary papers, deeds, documents and plans that may be effective development of the said plot and the building to be constructed thereon.

7. That upon execution of the present agreement and in consideration of the terms, conditions and stipulations herein contained, the Vendors have handed over the physical vacant and peaceful possession of the said Plot to the BUILDER and Builder shall thereafter be authorized to commence construction of proposed buildings on the said Plot in accordance with the plans

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approved and/or sanctioned by the Municipal council as well as by PDA or Town and Country Planning Department and take such steps as may be necessary or expedient and incidental to carry out the development of the said plot at his own costs and expenses

8. The BUILDER its employees, representatives, contractors, and workers shall at all times hereafter be free to enter upon in the said plot described in schedule-II written hereunder and conduct therein all such works like demarcating, surveying, measuring excavating, erecting, etc., as may be deemed fit by the Builder.
9. The BUILDER may enter into any type of agreement with anybody of his choice for the sale of any Flats /premises or structures to be constructed on the said Plot described in schedule-II written hereunder except said Flats/premises reserved for the VENDORS as mentioned in clause-4, herein above and described in schedule-III written herein below .

In all such agreements the Vendors shall be represented by the Builder as their Attorney. However the OWNERS shall not be responsible/liable in any manner whatsoever to any third parties/prospective purchaser who may enter into Agreement of Sale with the Builder and the BUILDER do hereby indemnify the Vendors towards any claim of any such third parties/ prospective purchaser arising out of any such agreement with them. However in case of any claim arising due to defect in title of the Owners over said plot the same shall be dealt with by the VENDORS

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10. The VENDORS on demand by the Builder and/or within 15 days from the execution of these presents, shall deliver or cause to be delivered to the Builder all the required documents in respect of the said Plot including Inscription and Description documents, Succession deeds/ Qualification of Heirs, will/ testamentary document, Form I & XIV, Survey Plan, Partition order, Nil encumbrance certificate, matríz certificate, and all the relating documents of title of the said Plot for the purpose of verification and preparation of title report, issuing license and permission for development of proposed building.
11. The VENDORS have not entered into any agreement with or in favour of any person/s and have not executed with or in favour of any person/s any deed of sale or agreement in respect of the said Plot described in schedule-II written hereunder or part thereof and the Vendors shall not execute with or in favour of any person/s any sale deed or agreement/s in respect of the said plot described in schedule-II written hereunder during subsistence of this Agreement.
12. On fulfillment of the terms and conditions of this Agreement for Development and Sale the OWNERS agree to transfer and convey the said plot to a Co-operative Housing Society and/or any other entity formed by the Builder or by the respective purchaser for the maintenance of the said building.
13. All the plans, designs, layouts etc shall be prepared by the BUILDER and same shall be binding on the Vendors and the Vendors shall not be entitled to seek changes



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therein, however the Vendors shall in no way be liable for any defects in planning layout etc., and that the location and area of the Owners premises shall not be changed/reduced.

14. The BUILDER is entitled to negotiate freely with the prospective buyer/purchaser of the residential apartments/ Flats or any other structure /premises and settle the terms and conditions for the sale and transfer of the such premises and also to appropriate themselves or and the entire benefits of all the residential apartments with the exception of premises allotted to the Vendors.
15. The BUILDER guarantees that the said Flats/premises which are agreed to be constructed and allot for the Vendors in accordance with this Agreement shall be true to the specifications set out in the schedule-III written hereunder. Adherence to the specifications shall in case of doubt be certified by a architect/engineer of the project.
16. In respect of the flats to be allotted to the Vendors any changes or alterations or additions of internal partition walls, if required by the Vendors will be accepted at the sole discretion of the Builder. However a letter stating the changes so required shall be submitted by the Vendors to the Builder. In such an event the time limit for handing over the said Flat shall be revised as decided by the Builder.

  
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17. The BUILDER shall be entitled to seek renewals, revision, alterations, and changes in the plans, permissions, and approvals on behalf of the Vendors.
18. The following costs and expenses shall be the sole responsibility of the BUILDER.
- a) All contractual obligations and money to be paid arising out of the same to any financier/proposed purchaser of any premises.
  - b) Any penalties, charges, duties, fines, taxes and other monies to be paid to any statutory body or authority in pursuance of the purchaser of the said Plot, whether levied in the name of the Vendors or in the name of purchaser.
  - c) All stamp duties, legal fees, registration fees and other expenses associated with the preparation and execution of the instrument of said Agreement, Power of Attorney or conveyance whether executed by the vendors or by the purchaser.
19. The VENDORS do hereby expressly authorize the BUILDER on their behalf to execute any Agreements for sale, Deed of cancellation of Agreements, Sale Deed, Conveyance Deed, Rectification or Ratification deed or any other Agreements or Deeds of any of the flat/ premises in the building proposed to be constructed on said plot without the consent of the Owners except the premises allotted to Vendors as referred in clause (4) herein above as described in schedule-III written hereunder.
20. The VENDORS shall not be liable nor shall the said Plot be encumbered for any costs, expenses or any liabilities incurred by the Builder towards any party, nor shall the



P. V. V. V.

S. V. V. V.

M. V. V. V.

Contd/-



said Plot be liable for attachment in any suit or execution of decree or any other proceedings against the Builder. However it is agreed that the prospective purchaser/s/buyers of the flats/premises agreeing to purchase any premises in the proposed building/s shall be entitled to mortgage/agree to mortgage the respective flats along with proportionate right in said Plot, to any Bank or financial institution.

21. In case of any defects are noted/detected pertaining to the due or the title of the Vendors over the said Plot, the same shall be cleared by the Vendors at their own cost and expenses and the time for performance of the Builder/purchaser obligation hereunder shall stand proportionately extended.

In case any such defects could not be rectified by the Vendors the Builder shall be entitled to suspend Builder obligation hereunder and seek from the Vendors all and whatever expenses incurred by the Builder pursuant to this said Agreement as also all the monies paid hereunder.

22. It shall be lawful for the Builder to ignore any such defects and seek performance of the said Agreement from the Owners notwithstanding such defects.
23. The BUILDER shall complete the construction of said building premises within 36(Thirty six) months from the date of issuance of license of construction by the Ponda Municipal council. The issuance of occupancy certificate by Ponda Municipal council shall be the conclusive proof of such completion.

P. Venkatar

S. Venkatar

N. Venkatar

Contd/-

24. That incase due to the unforeseen circumstances beyond the control of the Builder, including withholding of grant of completion certificate and/or the Occupancy Certificate by the concerned authorities or by reason of war, civil commotion sabotage, act of the Government, explosion, epidemics, pandemics, quarantine restriction, floods, embargoes, or any act of God or as a result of any notice, order, rule or notification of the government and/or any other public or competent authority. In any of the aforesaid events, the Builder shall be entitled to flexibility or amendment or codicil of agreement agreed mutually between the parties hereto.
25. It shall be the obligation of Vendors to inspect or to get inspected either personally or through their authorized representative at all reasonable time the construction of the proposed buildings as well as the construction of the said premises allotted to him, so that objections, if any, regarding use of inferior materials or defect in such construction of the said premises, or execution of such items of constructions shall be raised by the owners or the authorized representative, in writing, while such work in progress or within one week from the date of execution of such items. If no such objections are given within such period, then it shall be deemed that execution of such item has been done with the full consent and concurrence of the owners.
26. If within the period of 5 years from the date of handing over the respective flats of the Vendors, the Vendors bring to the notice of the Builder any structural defects in the said Flats or any defeats on account of workmanship, quality or provision of service then

P. Venkatar S. Venkatar N. Venkatar

Contd/-

whenever possible such defect shall be rectified by the Builder at his own cost. However incase the Owner carry out any work after taking the possession of his flats then in such an event the Builder shall not be liable to rectify the same. Hairline cracks and dampness caused due to settlement humidity, variations in temperature, electrical conduits ets cannot be considered as defective.

27. That the requisite stamp duty, registration charges, GST(Good & Service tax), etc for the transfer of respective flats mentioned in schedule-III written hereunder in favour of Vendors shall be born and paid exclusively by the Vendors.
28. The Vendors hereby acknowledges and agrees to pay all the cost and expenses incurred in connection with the conversion of land including payment of any fees, fine or obtaining any documents such as Sanad etc.
29. Commencing a week after notice is given by the BUILDER to the Vendors that their said Flats/premises are ready for use and occupation, the Vendors shall be liable to bear and pay all taxes and charges for water, electricity and other services and the outgoings payable in respect of the said premises as provided hereinafter.
30. The rights of the respective VENDORS under this Agreement shall extend only to said Flats/premises along with the proportionate share of plot agreed to be allotted under this said Agreement as mention in clause-4. The OWNERS shall have no claim and/or right of whatsoever nature in respect of any other flats/premises or spaces or areas in the proposed building.

P. Venkatar

S. Prasad Rao

M. D. Chari

Contd/-



31. The OWNERS shall maintain the front side and rear elevations of the proposed building in the same form as the Builder construct it, and shall not at any time alter the said elevations in any manner whatsoever.
32. The VENDORS if required shall execute any further Affidavits, Declaration, undertaking, MOU or agreement confirming, collecting, adding and/or modifying said agreement to impart its true effect as may be desired by the Builder so as to undertake such work as may be necessary and ancillary thereto to facilitate the development of the said plot hereby agreed to sale and developed by the Builder.
33. In the event the Floor-Area-Ratio undergoes an upward revision, the BUILDER shall be entitled to avail the benefit of the same for construction of additional floors .
34. The OWNERS and BUILDER hereby agrees that the project of construction of proposed building shall be named as "**ELLORA ENCLAVE**".
35. Either parties to this said Agreement shall be entitled to specific performance of this Agreement.
36. It is hereby agreed that time is the essence of this contract.
37. It is clearly understood between the parties that all agreements, Deeds including the Conveyance Deed to be prepared as per this Agreement, shall be prepared by the Builder with the consent of the owner.

  
P. Shankar      S. Venkatar      N. Suresh

Contd/-

**SCHEDULE -I**

**ALL THAT PLOT NO.C**, admeasuring an area of 2285.00 square meters, forming part of the bigger property denominated or known as "**GORBAT**" alias "**GHAR BHAT**" alias "**MALAR**" situated in ward Shantinagar of Ponda Municipal Council, Taluka Ponda, Sub-district of Ponda District of North-Goa. The entire property "**GORBAT**" is described in the Land Registration office of Illhas Judicial Division of Goa, under No.1886, at folios 158 verse of Book B.22 (new), and registered in the Land Revenue office under No.669. The said **PLOT NO.C** is surveyed under survey No. 171/1 of village Ponda, Taluka Ponda-Goa, and is bounded,

On the **East**:- by PWD water pipe line 8 mtrs wide

On the **West**:- by by plot No.B allotted to

Shri.Yeshwant Vinayak Shet Verekar

surveyed under No.171/1 village Ponda

On the **North**:- by the property surveyed under

No.169 of village Ponda

On the **South**:- by 8 mtrs wide road

The dimension of the aforesaid plot are On the East: - 30.40 mtrs, On the West: 19.00, On the North: 112.00 mtrs and on the South: 97.40 mtrs.

*P. V. Verkar*      *S. V. Verkar*      *M. Desai*

Contd/-

### **SCHEDULE-II**

(Description of the property agreed to sell).

**ALL THAT SAID PLOT** admeasuring an area of 636.00 sq. mtrs, being an independent unit Plot, know by name of the property as "**MALAR**" also known as "**GORBAT**" alias "**GHAR BHAT**" situated within the limits of Ponda Municipal council, Ponda Taluka and Sub-District of Ponda, initially forming part of the property described in schedule-I above and now being identified and separately surveyed under new survey No.171/1-F of village Ponda, Taluka Ponda-Goa.

That the said Property is bounded as under:

EAST: By 10 meter wide road,

WEST: by plot No.B allotted to

Shri.Yeshwant Vinayak Shet Verekar

Surveyed under No.171/1 village Ponda

NORTH: by the property surveyed under No.169 of  
village Ponda,

SOUTH: By 10 meter wide road

### **SCHEDULE -III.**

(Of Flats/premises bearing Flat No. F-2, T-1, T-2 and stilt parking hereby agreed to be allotted to the Owners along with specification)

*P. Venkatar*

*S. Venkatar*

*N. Venkatar*

Contd/-



- 1) A residential Premises being flat of 2BHK bearing Flat No.F-2, admeasuring 111.08 square meters (super built-up area), as mentioned in plan-1, located on the first floor of the building proposed to be constructed on the said plot.
- 2) A residential Premises being flat of 2BHK bearing Flat No.T-1 admeasuring 111.08 square meters (super built-up area), as mentioned in plan-2, located on the second floor of the building proposed to be constructed on the said plot.
- 3) A residential Premises being flat of 2BHK bearing Flat No.T-2 admeasuring 111.08 square meters (super built-up area), as mentioned in plan-2, located on the second floor of the building proposed to be constructed on the said plot.
5. A stilt parking No. F-2, T-1 & T-2, as mentioned in plan-3, located on ground floor of the building proposed to be constructed on the said plot.

#### **SPECIFICATIONS:**

##### **STRUCTURE:-**

R.C.C. framed structure with (M: 20 Mix).

##### **WALLS:-**

Laterite stone masonry for external walls and Brick Masonry for internal walls.

##### **PLASTER:-**

External Double coat and internal single coat with neeru finish.

*P. S. S. S. S.* *S. S. S. S. S.* *N. S. S. S. S.*

Contd/-

**DOORS:-**

Door frames, main door frames with teak wood and internal door with salwood main door Panel with teak wood and internal doors will be of marine ply.

**WINDOWS:-**

All windows shall be of Aluminium 3 track or 2 track as per sizes with glass Panels.

**TILES:-**

Vitrified tiles for flooring and, ceramic tiles for Balcony areas

Daddo :- Ceramic tiles daddo for both rooms.

Basic rate:- Vitrified tiles 48 to 55/per sq.ft

**ELECTRICAL:-**

ISI Mark

**POINTS:-**

- 1) Living 3 light points, 2 plug points, 2 fan points.
- 2) Bed 2 light points, 2 plug point & 1 fan point.
- 3) Bath 2 light points, 15 AMP point exhaust fan point .

**PLUMBING:-**

PVC CPVC piping with ISI mark fittings.

**SANITATION:-**

Jaquar sanitary fitting (Plain Colour).

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement of Development and Sale at Ponda-Goa, the day and year first above written.

*P. V. Kar*

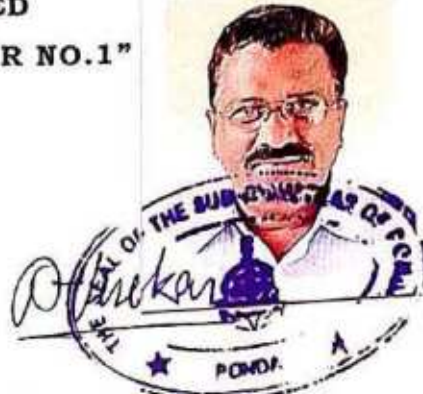
*S. V. V. Kar*

*N. P. Desai*

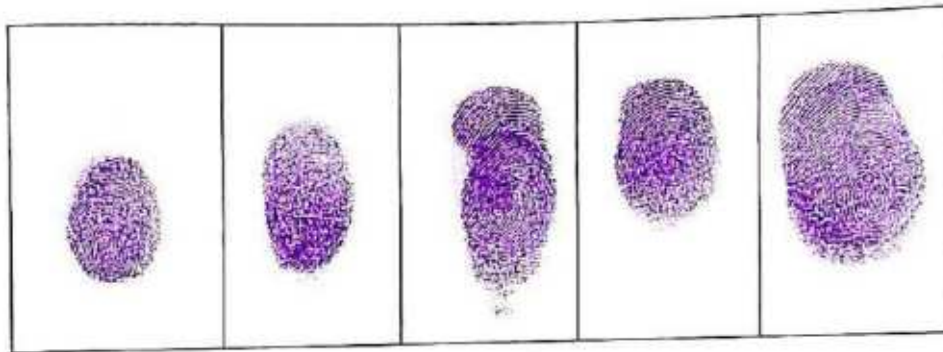
Contd/-

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED "VENDOR NO.1"  
SHRI. PRADIP ALIAS PRADEEP  
TUKARAM VEREKAR.

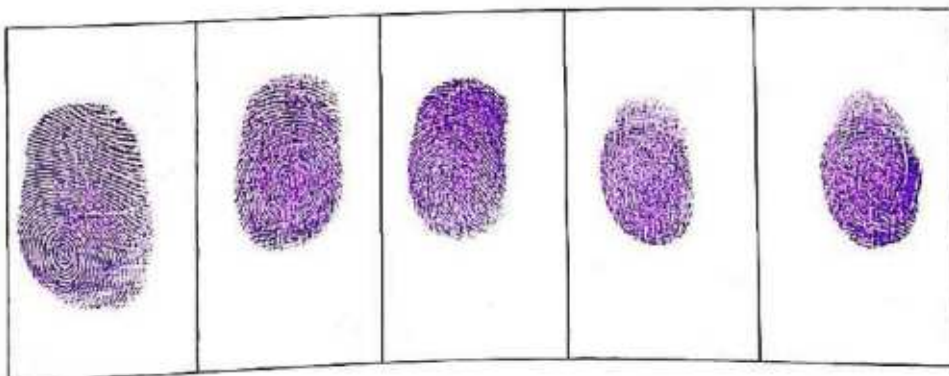
Pradeep



LEFT HAND FINGERPRINT IMPRESSION OF  
SHRI. PRADIP TUKARAM VEREKAR



RIGHT HAND FINGERPRINT IMPRESSION OF  
SHRI. PRADIP TUKARAM VEREKAR



Pradeep

SP Verekar

NTD Sai

Contd/-

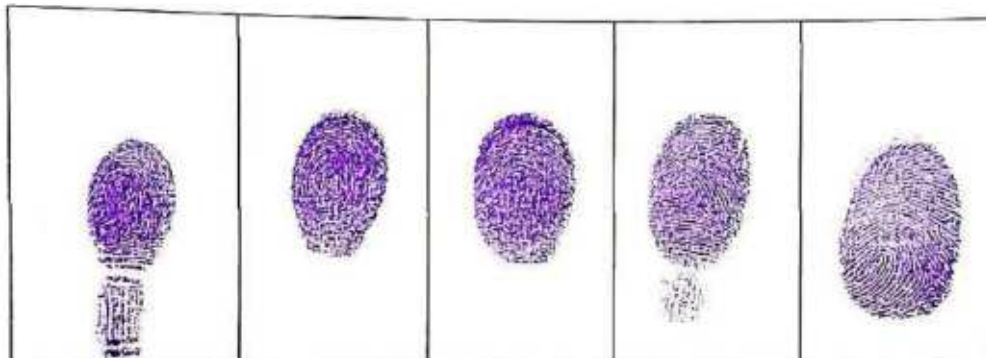


SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED "VENDOR NO.2"  
SMT. SHUBHADA PRADIP VEREKAR.

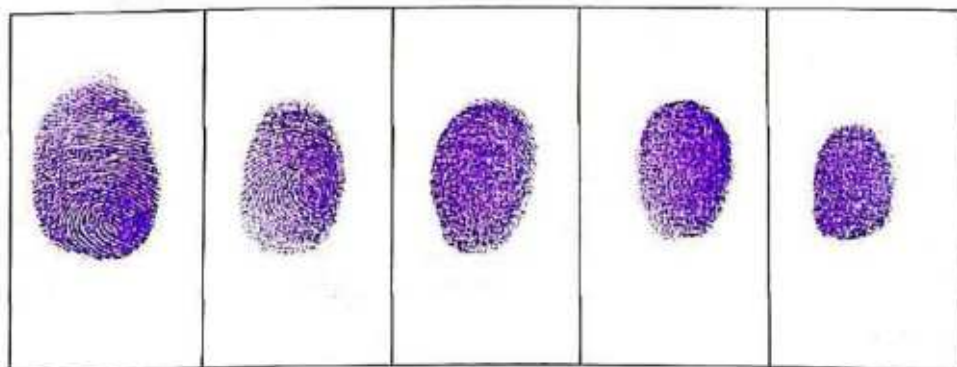
SP Verekar



LEFT HAND FINGERPRINT IMPRESSION OF  
SMT. SHUBHADA PRADIP VEREKAR



RIGHT HAND FINGERPRINT IMPRESSION OF  
SMT. SHUBHADA PRADIP VEREKAR



P. Venkatar

SP Verekar

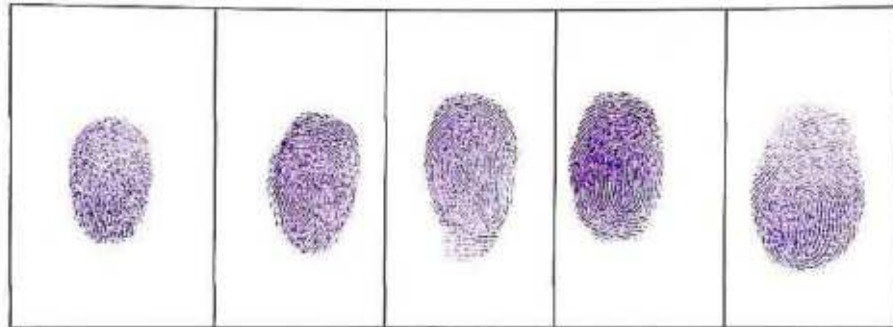
NP Desai

Contd/-

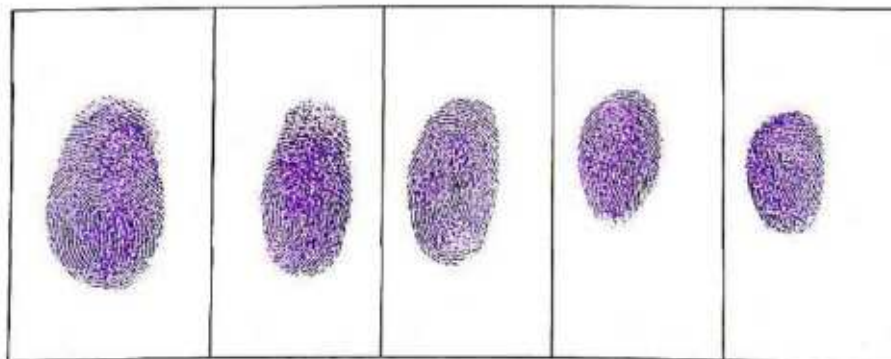
SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED "BUILDER"  
SHRI. NARAYANRAO R. DESAI, Proprietor  
of M/s DESAI DEVELOPERS



LEFT HAND FINGERPRINT IMPRESSION OF  
SHRI. NARAYANRAO R. DESAI



RIGHT HAND FINGERPRINT IMPRESSION OF  
SHRI. NARAYANRAO R. DESAI

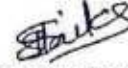


P. V. V. V. S. V. V. V. N. V. V. V.

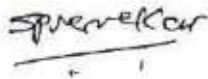
Contd/-

In Presence of Witnesses:

1. Miss. Susmita Subhash Naik Salelkar  
D/o Subhash Naik Salelkar, major in age,  
R/o H No.46, Dhavali, Queula, Near Wamneshwar  
temple, Ponda-Goa  
Aadhaar No. [REDACTED]

  
.....

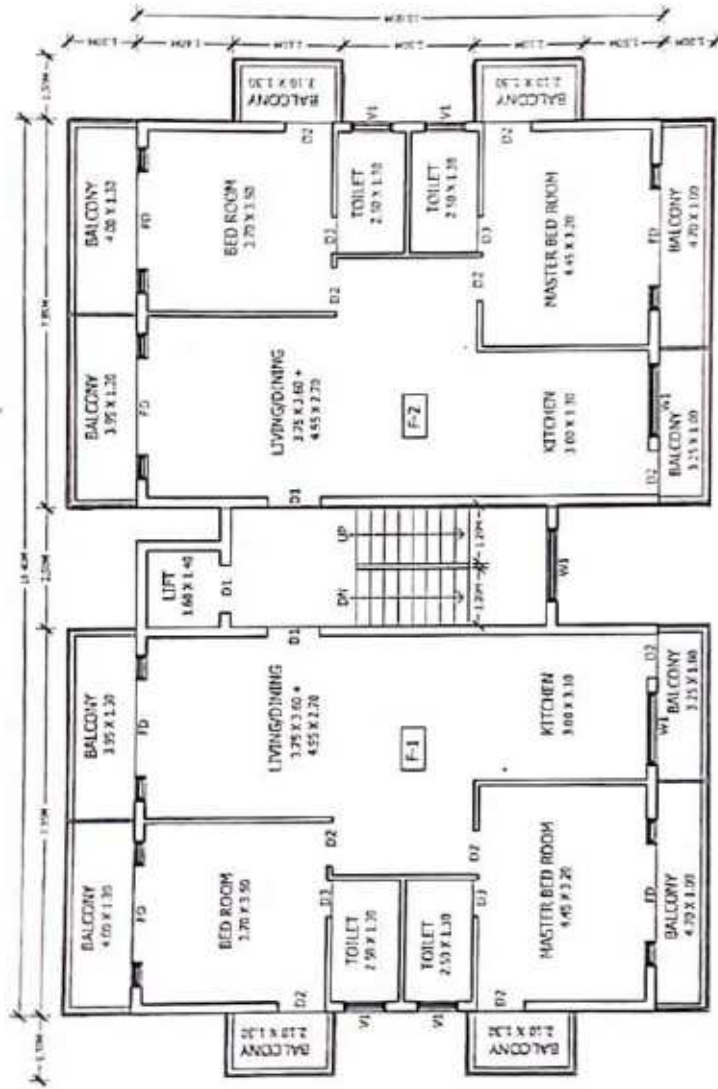
2. Mr. Omkar Ulhas Naik  
S/o Shri. Ulhas Naik, major in age,  
R/o H No.167, Agapur Durbhat Ponda-Goa.  
Aadhaar No. [REDACTED]

  
.....

Contd/-



# PLAN - 1



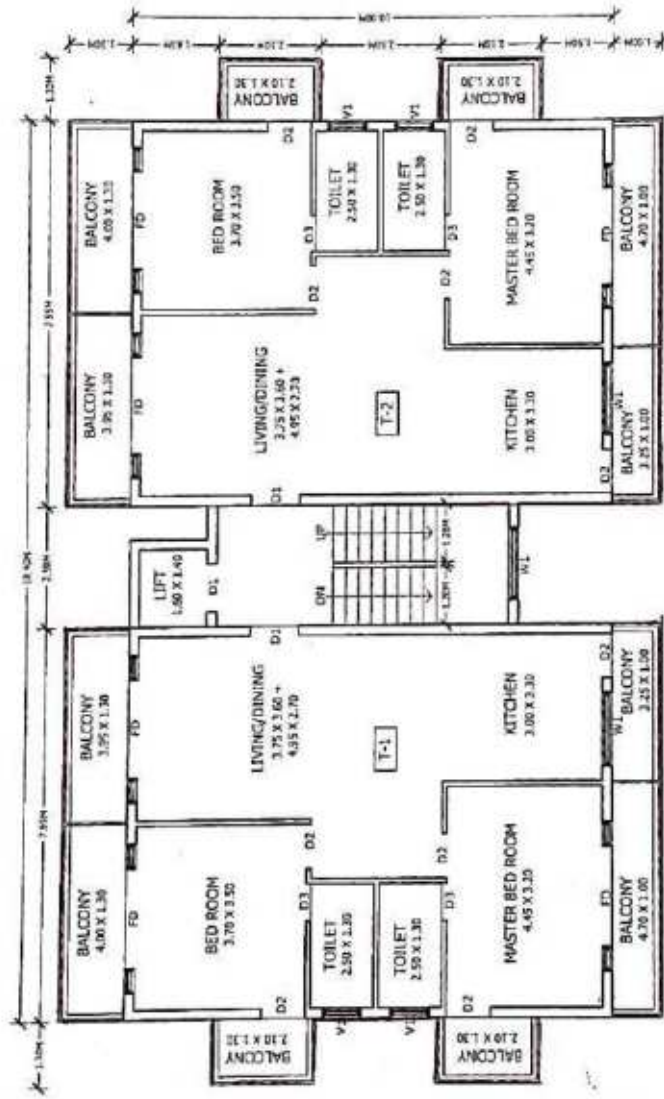
FIRST FLOOR PLAN

*Spencer*

*Niraj*



PLAN-2

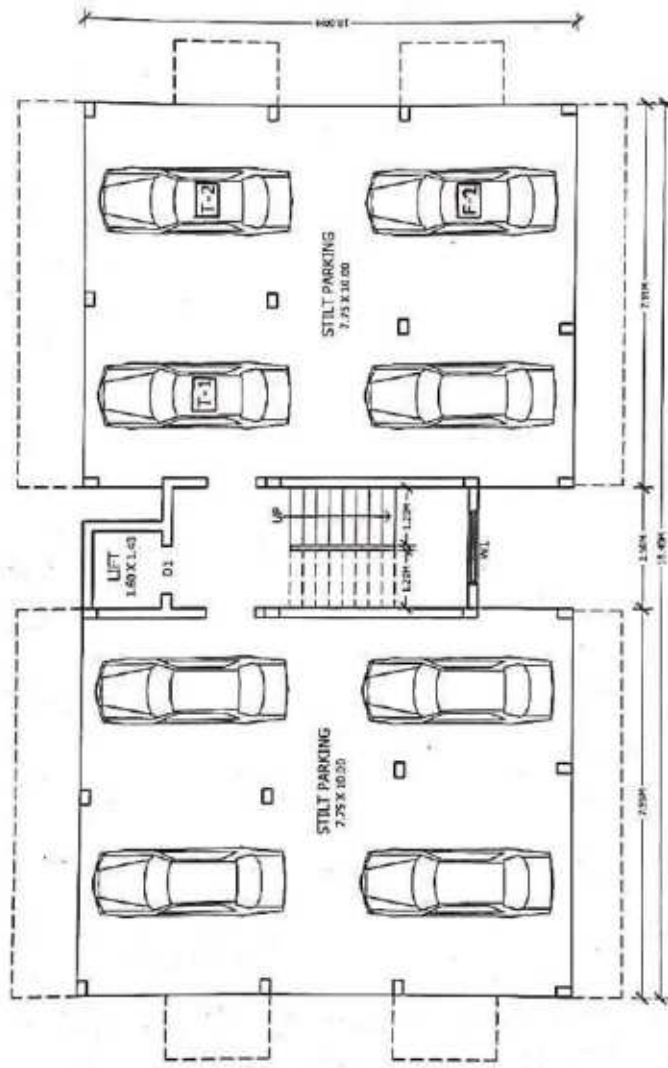


THIRD FLOOR PLAN

*Shankar*

*Nigam*

PLAN-3



STILT / GROUND FLOOR PLAN

R. Shankar

10/03/20





## Government of Goa

## Document Registration Summary 2

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

Date &amp; Time : - 11-May-2022 12:53:51 pm

Document Serial Number :- 2022-PON-808

Registered at 12:43:22 pm on 11-May-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Ponda along with fees paid as follows:

Sr.No	Description	Rs.Ps
1	Stamp Duty	222300
2	Registration Fee	229940
3	Processing Fee	1040
Total		453280

Stamp Duty Required :222300/-

Stamp Duty Paid : 222300/-

Enter

Party Name and Address	Photo	Thumb	Signature
Narayanrao Ramchandra Desai Proprietor Of MS Desai Developers ,Father Name:Ramchandra Desai, Age: 40, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Perigol Kavlem Ponda Goa, Address2 - , PAN No.: [REDACTED]			

Party Name and Address	Photo	Thumb	Signature
Pradip Alias Pradeep Tukaram Verekar , Father Name:Tukaram Vinayak Shet Verekar, Age: 71, Marital Status: Married ,Gender:Male,Occupation: Doctor, Flat No F-1 Garkul Apartment Near Satyam Shivam Housing Society Shantinagar Ponda Goa, PAN No.: [REDACTED]			
Shubhada Pradip Verekar , Father Name:Harendra Kanvinde, Age: 63, Marital Status: Married ,Gender:Female,Occupation: Housewife, Flat No F-1 Garkul Apartment Near Satyam Shivam Housing Society Shantinagar Ponda Goa, PAN No.: [REDACTED]			
Narayanrao Ramchandra Desai Proprietor Of MS Desai Developers , Father Name:Ramchandra Desai, Age: 40, Marital Status: Married ,Gender:Male,Occupation: Business, Perigol Kavlem Ponda Goa, PAN No.: [REDACTED]			

Press:

Individually/Collectively recognize the Vendor, Purchaser,

Party Name and Address	Photo	Thumb	Signature
------------------------	-------	-------	-----------

Name: Omkar Ulhas Naik, Age: 22, DOB: 1999-06-17, Mobile: 8007458512, Email: , Occupation: Service, Marital status: Unmarried, Address: 403401, H No 167 Agapur Durbhat Ponda Goa, H No 167 Agapur Durbhat Ponda Goa, Durbhat, Ponda, South Goa, Goa



*Naik*

Name: Susmita Subhash Naik Salekar, Age: 22, DOB: 1999-11-25, Mobile: 8698955176, Email: , Occupation: Service, Marital status: Unmarried, Address: 403401, H No 46 Near Wamneshwar Temple Dhaavli Ponda Goa, H No 46 Near Wamneshwar Temple Dhaavli Ponda Goa, Queula, Ponda, South Goa, Goa



*Salekar*

*[Signature]*  
Sub Registrar  
SUB-REGISTRAR  
PONDA

Document Serial Number :- 2022-PON-808

Document Serial No:-2022-PON-808

Book :- 1 Document

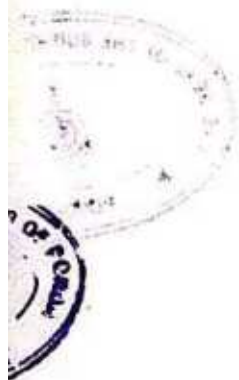
Registration Number :- **PON-1-779-2022**

Date : 11-May-2022



**SUB-REGISTRAR**

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







## FORM I &amp; XIV

नमुना नं १ व १४

100014932728

14/05/2022

PONDA

Page 1 of 2

Ponda

Survey No. 171

सर्वे नंबर

the Field Malar

Sub Div. No. 1-F

हिस्सा नंबर

Tenure

सत्ता प्रकार

Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Garden वागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
36 0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.06.36

ble Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

yl-Kharab पोट खराब

a) Class (b) Total Un-Cultivable Area  
वर्ग (व) एकूण नापिक जमीन

00 0000.00.00 0000.00.00

Grand Total

एकूण  
0000.06.36

Remarks शेरा

as per order passed by the Dy. Collector &amp; SDO,

Ponda in Partition Case No.

PON/LRC/PART/750/2019/566 dtd. 21/03/2022

ment : Rs. 0.00

Foro

फोर

Rs. 0.00

Predial

प्रेदियाल

and letter No. 3/SLR/PON/12/227 dtd.

08/03/2022.

Rent

रेंट

Rs. 0.00

Name of the Occupant

कच्चावे नांव

Pradi Lukaram Verekar

Khata No.  
खाते नंबरMutation No.  
फेरफार नं

Remarks

शेरा

38987

Name of the Tenant कुळाचे नांव

Nil

Khata No.  
खाते नंबरMutation No.  
फेरफार नंRemarks  
शेरा

Rights इतर हक्क

Person holding rights and nature of rights:

पारण करणा-याचे नांव व हक्क प्रकार

Nil

Mutation No.  
फेरफार नंRemarks  
शेरा

## Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated वागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Unirrigated जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Land not Available for cultivation नापिक जमीन Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Source of irrigation मिगनांचा प्रारि	Remarks शेरा
Nil									

End of Report

her inquires, please contact the Mamlatdar of the concerned Taluka.



04/05/2022

**FORM I & XIV**  
नमुना नं १ व १४

100014932728

PONDA

Page 2 of 2

Ponda

Survey No. 171

सर्वे नंबर

Sub Div. No. 1-F

हिस्सा नंबर

Tenure

सत्ता प्रकार

of the Field Malar  
व



Record is computer generated on 04/05/2022 at 12:12:33PM as per Online Reference Number - 100014932728. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021. A copy of this record can be seen/verified for authenticity on the DSLR website <https://egov.goa.nic.in/dslr>



GOVERNMENT OF GOA  
INSPECTOR OF SURVEY & LAND RECORDS  
PONDA - GOA

PLAN

OF THE LAND BEARING SURVEY No. 171/1 SITUATED AT PONDA VILLAGE  
OF PONDA TALUKA SHOWING THEREIN THE NEWLY FORMED SUB-DIV  
No. 1-F VIDE ORDER No. PON/LRC/PART/750/2019/3473 DATED 27/12/21, ISSUED BY THE  
DEPUTY COLLECTOR & S.D.O., PONDA SUB-DIVISION, PONDA - GOA.

SCALE : 1:500

AREA OF THE NEWLY FORMED SUB-DIV. No. 1-F = 636.00 Sq. Mts.



S.No.169

1-F

SURVEY No. 171

S.No.172



DAMODAR KANNAIK (F.S.)

PREPARED BY

SURVEYED ON: 22.2.2022

DIGVITA KERKAR (H.S.)

VERIFIED BY

File No. J-18LR-PON-12/21



**South Goa Planning &  
Development Authority.**

4th Floor, D Wing, Osia Commercial Arcade,  
Near S.G.P.D.A. Market Complex, MARGAO - GOA.



Ph:2731781

Ph:2714495

Ref:-SGPDA/R/ 3257/46 /22-23

Date: - 10/05/2022

**NO OBJECTION CERTIFICATE**

Under Section 49(6) of the Goa, Daman & Diu Town & Country Planning Act, 1974, the South Goa Planning & Development Authority has no objection for registration of **Sale Deed** of the property bearing Survey No. 171/1, Plot C situated at Ponda-Goa.

(I) The details of the property as stated by the applicant are as follows: -

1. Area of the property : 636.00
2. Property name if any : "Gorbata" alias "Ghar Bhat" also known as "Malar".
3. Registration No. : 1886
4. Serial No. : 669
5. Boundary Details :-

North : by the property surveyed under No. 169 of village Ponda.

South : by 10. mtrs. wide road.

East : by 10. mtrs. wide road.

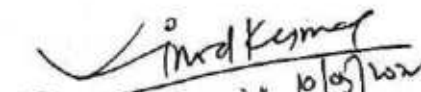
West : by plot No. B allotted to Shri. Yeshwant Vinayak Shet Verekar surveyed under No. 171/1 of village Ponda.

(II) (i) The property is marked as **Settlement S-1 zone** in the O.D.P.-2028 for Margao.

(ii) The property/plot falls within 500mts from High Tide line, Command Area N.A.

(III) This N.O.C. is issued subject to the following:

1. This N.O.C. is valid for **THREE YEARS** only.
2. This N.O.C. is subject to verification of ownership document by the concerned Authority.
3. This N.O.C. will not automatically entitle the applicant for the grant of development permission in respect of the aforesaid property.
4. Conversion of use of land shall have to be done as required under Land Revenue Code.
5. Any development construction under section 44 of TCP Act 1974 shall be as per the provision of the ODP/Regional Plan as the case may be.
6. The area of Plot/Premises mentioned in the N.O.C. is per the information submitted by the applicant. The Authority shall not be responsible for its accuracy.
7. This N.O.C. for sale has been issued based on the approved sub-division plan vide no. SGPDA/P/12/1035/01-02 dated 27-12-2001 by the applicant.
8. The development permission was issued earlier vide approval no. SGPDA/P/12/367/95-96 dated 28-11-95.

  
(Vinod Kumar Chandra)  
Member Secretary

To  
Shri. Pradip alias Pradeep Tukaram Verekar,  
Flat No. F-1, Garkul Apartment,  
Near Satyam Shivam Housing Society,  
Chantinnagar, Ponda-Goa.

