

CERTIFIED
TRUE XEROX COPY



गोवा GOA

Sr No. 5812 Date of issue 16/08/17 240886
Value of Stamp Paper Rs. 500
Name of the Purchaser Shantarrao Desai
Signature of Vendor M. R. V. Satardekar
Signature of Purchaser
Lic. No. AC/STP/VE/06/1442 dtd. 29/08/1997



AGREEMENT

THIS AGREEMENT is executed on this 16TH day of
month AUGUST 2017,

NOTARY

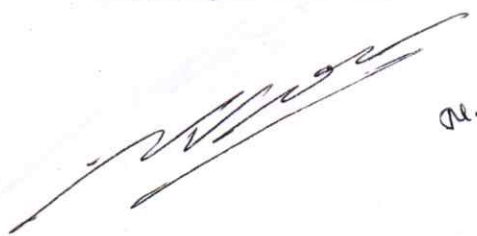
**BETWEEN**

[1] MR. NITIN VILASRAO NIKAM, son of Shri. Vilasrao Nikam, 59 years of age, married, Indian National, business and [2] MRS. NEHA NITIN NIKAM, wife of Mr. Nitin V. Nikam, 49 years of age, Indian National, housewife, both residents of: House No: 1876, Desai Nagar, Sanquelim, Goa, hereinafter jointly referred to as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART;

AND

MR. SHANKARRAO APPASAHEB DESAI, son of Late Shri. Appasaheb P. Desai, 46 years of age, unmarried, service, Indian National, resident of House No: 62, Maulangtad, Sankhali, Goa, 403505, hereinafter referred to as the "BUILDER/DEVELOPER", (which expression shall unless repugnant to the context or meaning thereof mean and include his legal representatives, heirs, executors, administrators) of the SECOND PART.

WHEREAS the party of First part are the owners in possession of a property named "GHONGEVALACODIL" admeasuring 1000 square meters situated at Village Maulinguem South, within the limits of Sankhali Municipal Council, Taluka and Registration Sub District


Mr. N. Nikam 



of Bicholim, district North Goa, State of Goa, Bearing Land Registration no: 15392 and Matriz no: 266, surveyed under survey No. 42/1 of Village Maulinguem South of Bicholim Taluka and the same is bounded as under:

North : by internal road;
South : by remaining part of same property
East : by remaining part of same property
West : by property acquired by govt. for constructing Multipurpose hall.

This property admeasuring 1000 square meters surveyed under No. 42/1 of Village Maulinguem South be hereinafter called as "Said Property" for the sake of brevity.

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

AND WHEREAS the SECOND PARTY approached the FIRST PARTY with a proposal to develop the said property by constructing flats/apartments and shops subject to the necessary approvals being granted by the Competent Authorities at his own costs and expenses and The FIRST PARTY agreed for the proposal and after due deliberations and discussions among the

Dr. Dr. Netkarm

[Signature]



parties it is mutually agreed upon by and between the parties:

NOW THIS DEVELOPMENT AGREEMENT WITNESSES AS UNDER:

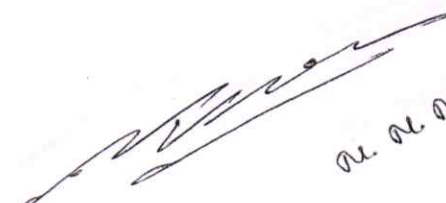
1. The FIRST PARTY hereby declares that they are the only owners and in enjoyment of the said property and except them no other person/s has any sort of rights, title, or interest whatsoever in nature in respect of the said property entrusted for development.
2. The FIRST PARTY hereby declare that the said property entrusted for development is clear and clean from all aspects and free from all types of encumbrances, such as mortgages disputes, loans, liens, prior agreements of sales, development, court orders, attachments, litigations etc., if any found, the FIRST PARTY shall make good of the loss to the SECOND PARTY that may be incurred in the said regard.
3. The SECOND PARTY hereby agrees to develop the said property and construct there on flats/apartments and shops at his own expenses, responsibility.
4. The SECOND PARTY has a right to appoint architects, surveyors, engineers, contractors or

Signature
or or or or or
Signature



and take such steps as may be necessary or expedient to carry out the development of the said property at their own costs, expenses. For the said purpose, the SECOND PARTY shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary for such development and construction work at their own costs and expenses.

7. Immediately on the execution of these presents, the FIRST PARTY herein shall execute an Irrevocable Power of Attorney in favour of the SECOND PARTY for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the said development before Competent Authority, Town and Country Planning Authority, Deputy Collector, Collector, Mamlatdar, Municipal Council, Electricity Department, Health Department, Water Department or any other Government or Semi-Government authority in connection with the said development so as to facilitate the development of the said property. The FIRST PARTY hereby agree that the said Irrevocable Power of Attorney shall not be, under any circumstances, revoked by the FIRST PARTY as long as these presents subsist and remain binding upon the parties hereto. If the said Power of Attorney is revoked by the FIRST PARTY and delay is caused in developing the said


M. M. Nimbalkar





property hereby agreed to be developed the consequences arising thereof shall be at the costs of the FIRST PARTY alone.

8. The SECOND PARTY shall be entitled to obtain advances against the sale of the flats/apartments and shops while development is in progress and receive considerations from the purchasers and they can enter into Construction cum Sale Agreements and sell the same absolutely.
9. The SECOND PARTY shall be entitled to create any mortgages, charges or any other encumbrances or to obtain any loans from the financial institutions in respect of the said property for the said development.
10. The FIRST PARTY shall furnish originals of title and link documents and other relevant papers to the SECOND PARTY relating to the said property as and when required.
11. The FIRST PARTY shall not put forth any independent or exclusive claims rights of title over the said property on which flats/apartments and shops are to be developed and it is hereby specifically agreed and declared that the said property over which flats/apartments and shops are developed shall be held by the owners of the respective flats/apartments and


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shops together with the amenities and facilities such as drainage light, water etc.

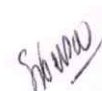
12. The SECOND PARTY shall be at liberty to allot the flats/apartments and shops in the said property to be constructed on the said property or to enter into any package deal agreement for allotment of completed flats/apartments and shops to be constructed on the said property with such party or parties and at such price and on such terms and conditions as the SECOND PARTY/Purchasers may deem fit and proper.

13. The SECOND PARTY shall be entitled to enter into usual Agreement for sale of flats/apartments and shops with various intending buyers, on what is known as ownership basis and shall be entitled to receive the sale consideration in his own name.

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

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

16 In the event of breach of the terms of this Agreement or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same


M. A. OLIVIER


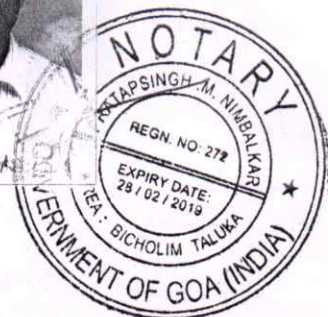
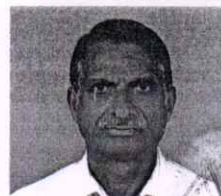


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shall be referred to a sole Arbitrator to be appointed by the Builder and his award shall be final and binding on the parties hereto and Arbitration shall be as per the Provisions of the Arbitration & Conciliation Act in force. The Arbitration shall be conducted in English Language at Bicholim, Goa.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SIGNED ON THE DAY, THE MONTH AND THE YEAR HEREIN FIRST MENTIONED.

[Handwritten signature]



SIGNED AND DELIVERED BY
WITHIN NAMED OWNER NO: 1
MR. NITIN VILASRAO NIKAM _____

Mr. N. Nikam

[Handwritten signature]



SIGNED AND DELIVERED BY
WITHIN NAMED OWNER NO: 2
MRS. NEHA NITIN NIKAM

Shankar

SIGNED AND DELIVERED BY THE
WITHIN NAMED DEVELOPER
MR. SHANKARRAO APPASAHEB
DESAI:



Witness:

- 1.
- 2.

Executed before me by:-
① Shri. Nitin Vilasrao Nikam;
② Smt. Neha Nitin Nikam, and
③ Shri. Shankarrao Appasaheb Desai.

Executed before me
which I attest



Shri. Pratapsingh .M. Nimbalkar
Advocate & Notary,
Sanquelim, Bicholim - Goa.
Serial No: 871 dated 18/08/2018.
Notary Stamps Rs. 30/-

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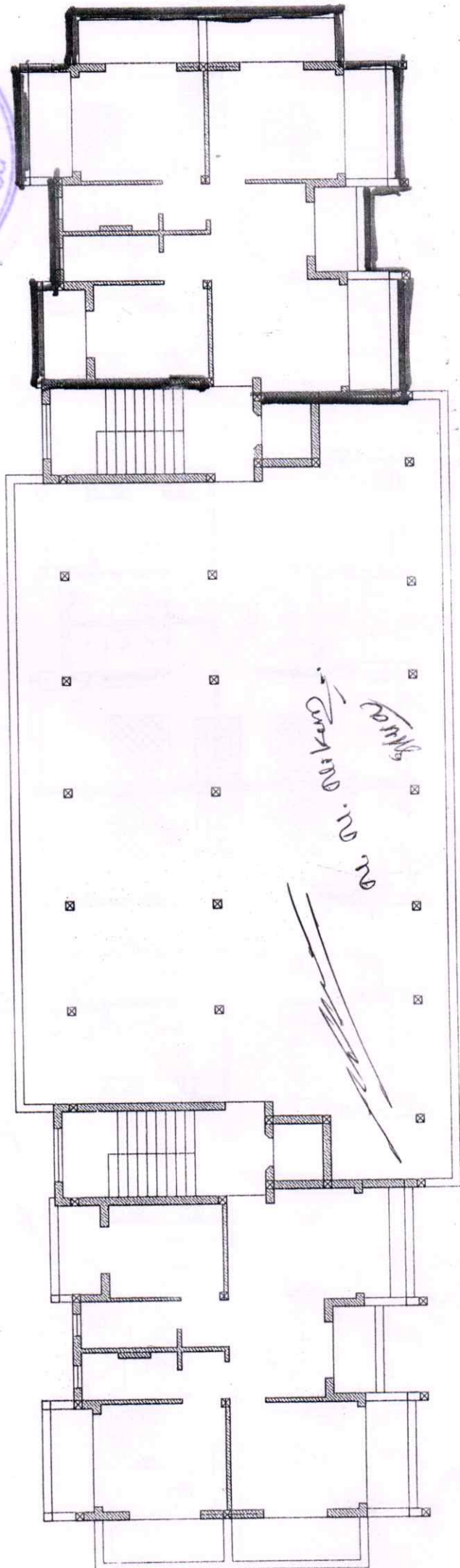
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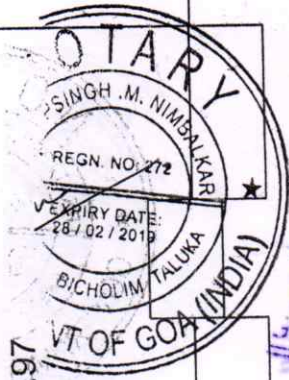
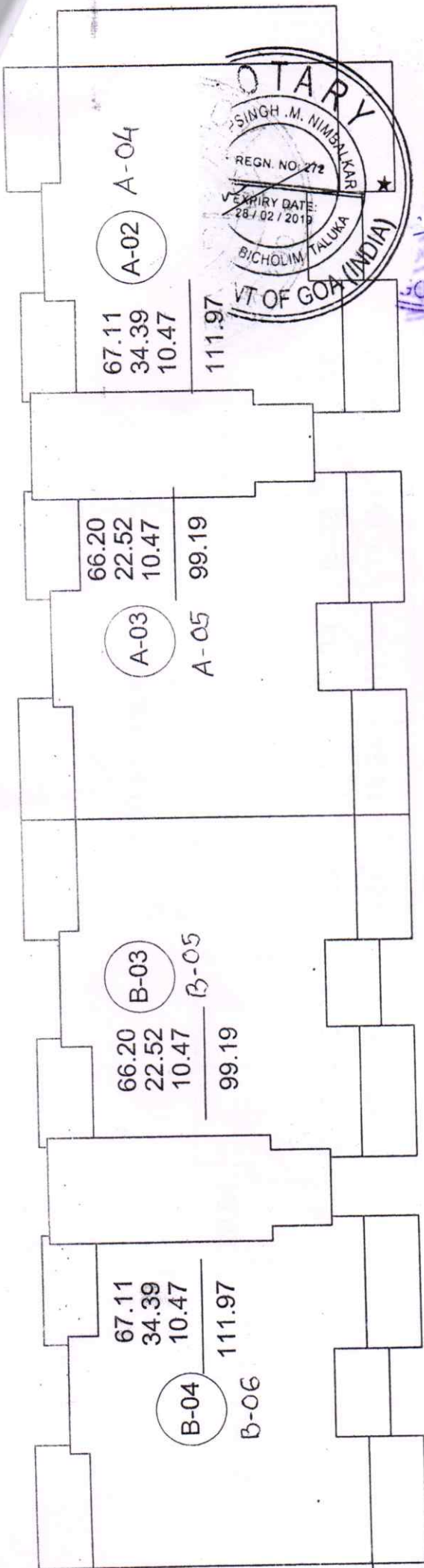
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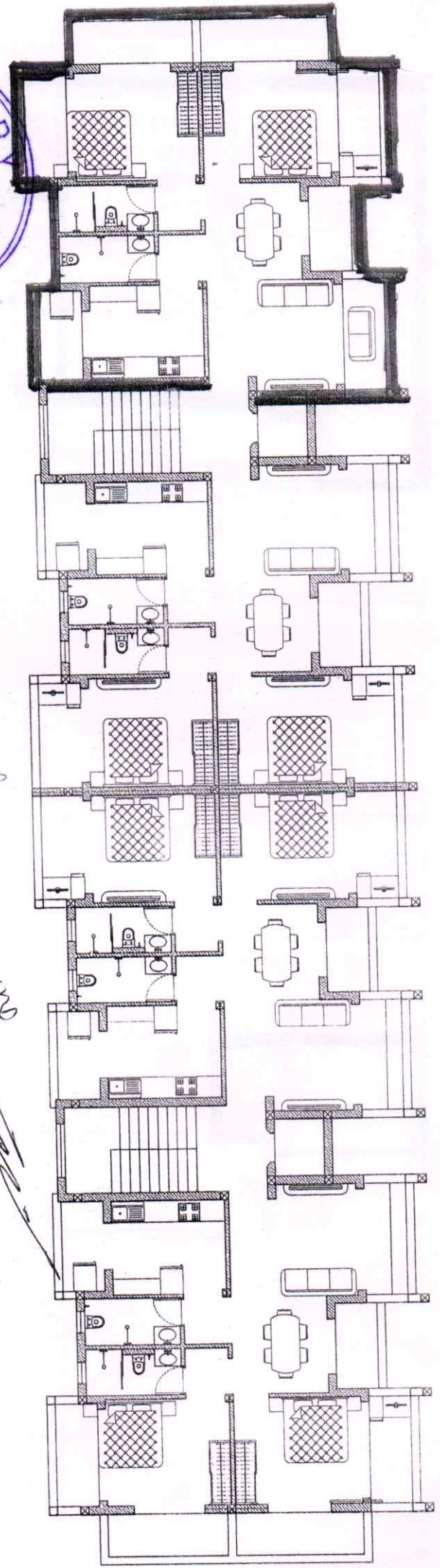
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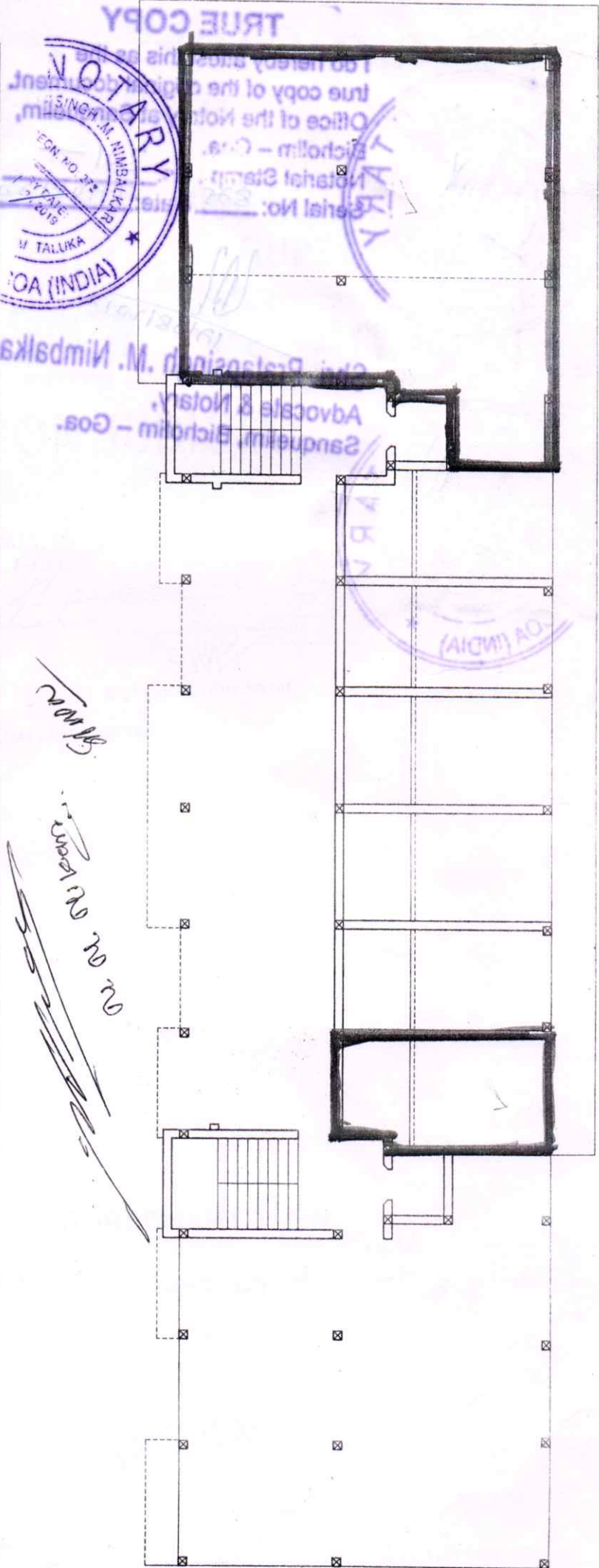
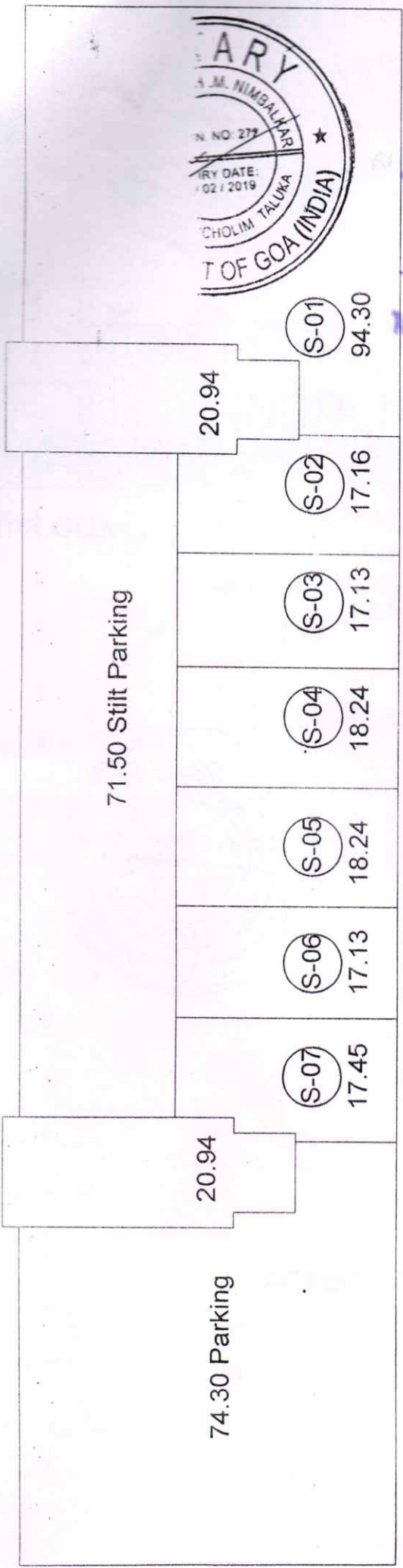
THIRD FLOOR PLAN



Handwritten note: 21.02.2019



TYPICAL FIRST AND SECOND FLOOR PLAN



GROUND FLOOR PLAN AND STILT PARKING PLAN