

Receipt

Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Salcete
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time:- 18-Apr-2023 11:32:51

Date of Receipt: 18-Apr-2023

Receipt No : 2023-24/2/232

Serial No. of the Document : 2023-MGO-1666

Nature of, Document : **Agreement or its records or Memorandum of Agreement - 5**

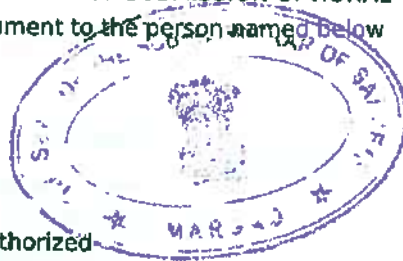
Received the following amounts from **NISHAD PANDURANG SATAM** for Registration of above Document in Book-1 for the year 2023

Registration Fee	:	E-Challan(Online fee)	• Challan Number : 202300228835 • CIN Number : CPACPEOCQ6	2218530
Processing Fee	:	E-Challan(Online fee)	• Challan Number : 202300228835 • CIN Number : CPACPEOCQ6	2580
Total Paid	:	(Rupees		Ten only)

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL
Please handover the Registered Document to the person named below
Name of the Person Authorized :



Specimen Signature of the Person Authorized

Signature of the Presenter

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT
The Registered Document has been handed over to on Dated **18-Apr-2023**

Signature of the person receiving the Document

Signature of the Sub-Registrar

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**GOVERNMENT OF GOA
REGISTRATION DEPARTMENT
Office of the Civil Registrar-cum-Sub
Registrar, Salcete**



STAMP DUTY CERTIFICATE

1666

ENDORSEMENT

(Read Rule 3(3) of The Goa Payment of Duty by e-challanPayment Facility Rules 2021)

Stamp Duty Of :₹ : x Hundred only)
(Rupees

PAID VIDE E-RECEIPT NO 202300228837 DATED :23-Mar-2023,

IN THE GOVERNMENT TREASURY.



[Signature]

**Sub Registrar
(Office of the Civil Registrar-cum-Sub Registrar, Salcete)**

Civil Registrar
-Cum-
Sub Registrar
Salcete

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Agreement or its records or Memorandum of Agreement - 5
PRE REGISTRATION NUMBER	:	202300014084
DOCUMENT SERIAL NUMBER	:	2023-MGO-1666
DATE OF PRESENTATION	:	18-Apr-2023
DOCUMENT REGISTRATION NUMBER	:	MGO-1-1640-2023
DATE OF REGISTRATION	:	18-Apr-2023
NAME OF PRESENTER	:	NISHAD PANDURANG SATAM
REGISTRATION FEES PAID	:	30/-
PROCESSING FEES PAID	:	
MUTATION FEES PAID	:	N.A./-



**Government of Goa
Directorate of Accounts**

Opp. Old Secretariat,
Fazenda Building, Panaji Goa
Phone: 0832-2225548/21/31



Echallan No. 202300228837

e-Receipt

Department : 10 - NOTARY SERVICES

Echallan Date : 21/03/2023 22:17:17

Name and Address of Party : NISHAD | 9167007109
H no 105 1st floor Gulab Pushpa CHS Ltd Malaviya road Vile Parle
east

Service: Stamp Duty

	Amount
Stamp Duty	₹ 00
Total Amount :	₹ 1.00
(Rs. ' Only)	'red

Department Data: 202300014084 NOTARY|202300014084 NOTARY

Bank ref No: CPACPENTLO
Status: Success
Payment Date: 23/03/2023 14:31:46
Payment Gateway: SBI_MOPS

Print Date: 23/03/2023 14:32:18

Mr. Nishad Salun - D/Salam
2023-MGD-1666
18/04/2023

AGREEMENT OF SALE AND DEVELOPMENT

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H/Salam

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For VAASTU DEVELOPERS

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Partner



THIS AGREEMENT OF SALE AND DEVELOPMENT is made on and executed at Margao Salcete Goa on this 23rd day of the month of March of the year two thousand and twenty three. (23.03.2023)

BETWEEN

MR. ASHOK SUNDERDAS DASANI, son of Sunderdas Dasani, aged 63 years, holder of PAN Card No. [REDACTED] P and AADHAAR Card No. [REDACTED] 0, married, Indian National, residing at 27, Old Mani Bhuvan, Prarthana Samaj Road, Opp. Hanuman Cross Road No.1, Vile Parle (East), Mumbai - 400 057.

Hereinafter referred to as the "OWNER" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include his heirs, executors, administrators, successor or successors, legal representatives, nominees and assignees) of the **FIRST PART**.

AND

VAASTU DEVELOPERS., a Firm registered under Partnership Act 1932, holder of PAN Card No. [REDACTED] D, having its registered office at 105, 1st Floor, Gulab Pushpa CHS Ltd., Malaviya Road, Vile Parle (East), Mumbai - 400 057, through its only following Partners:

- (i) **MR. NISHAD PANDURANG SATAM**, son of Shri Pandurang Daulatrao Satam , 53 years of age, married , businessman, Indian National, holder of PAN Card No. [REDACTED] and AADHAAR Card No. [REDACTED] residing at 105, 1st Floor, Gulab Pushpa CHS Ltd., Malaviya Road, Vile Parle (East), Mumbai - 400 057 and
- (ii) **MR. PARIKSHEET RAMKRISHNA DANDEKAR S/o** Ramkrishna Govind Dandekar, aged about 43 years, married, businessman, Indian National, holder of PAN

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For VAASTU DEVELOPERS
[Signature]
Partner



Card No. PAN-
B and AADHAAR Card No.
residing at Pushpahas, Mahim Road Near
Sharda Hospital Palghar , District Palghar Maharashtra -
401404.

Hereinafter called the "DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its administrators, representatives, successors, assignees, executors etc.) of the **SECOND PART**.

The **OWNER** and the **DEVELOPER** are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**".

AND

1. **SHRI KRISHNA SHARASCHANDRA VERLEKAR**, son of late Sharaschandra Verlekar, aged 68 years, holder of PAN Card No. and AADHAAR Card No. , married and his wife,

2. **SMT. DELIA K. VERLEKAR**, daughter of Shri Ratnakar Datta Vernekar, aged 62 years, holder of PAN Card No. F and AADHAAR Card No.

Both Indian Nationals, residing at House No. 108, Abade Faria Road, Opp. Ram Temple, Old Market, Margao, Goa, Pin Code:

Hereinafter referred to as the "**CONFIRMING PARTIES**" collectively and individually as the **CONFIRMING PARTY NO. 1** and **CONFIRMING PARTY NO. 2** respectively (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include their heirs, executors, administrators,



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For VAASTU DEVELOPERS

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successor or successors, legal representatives, nominees and assignees) of the **THIRD PART**.

WHEREAS:

A. The **OWNER** has represented to the **DEVELOPER** that he is the absolute owner in lawful and physical possession of an immovable property known by the name "**AGALLY**", situated in the Ward Agalli of Fatorda, totally admeasuring an area of 6,056 sq. mts., located within the limits of the Margao Municipal Council, Taluka and Registration Sub-District of Salcete, District of South Goa, State of Goa, surveyed under Chalta No. 3 of P.T Sheet No 58 of Margao City Survey.

The aforesaid property bearing Chalta No. 3 of P.T Sheet No 58 of Margao City Survey, The Property is more particularly demarcated in the red color boundary line on the plan, a copy the FORM D Property Registered Cards, Plan showing the Property are annexed herewith as **Annexure "1"** and **Annexure "2"** respectively and is more particularly described with its present boundaries in the **SCHEDULE I** hereunder written.

B. The **SAID PROPERTY** originally formed part of a larger property known by the same name as that of the **SAID PROPERTY**, comprising of the **SAID PROPERTY** and the other immovable properties bearing Chalta Nos. 4, 5, 6 and 7 of P.T Sheet No 58 of City of Margao, which larger property is found registered in the Land Registration office of Salcete, Goa under Description No. 43272 of Book B-112 (New) and enrolled in the Taluka Revenue Office of Salcete under Matriz Nos. 860 and 861.

The aforesaid property bearing Chalta Nos. 3 (i.e. of the **SAID PROPERTY**), 4, 5, 6 and 7 of P.T Sheet No 58 of Margao City Survey, is hereinafter referred to as the "**LARGER PROPERTY**".



For VAASTU DEVELOPERS





Partner



C. The **LARGER PROPERTY** originally belonged to one Vicente Noronha and his wife, both of whom expired, without any Will or Gift or any other disposition of their last wish leaving behind four sons, namely a) Jose Camilo da Noronha (hereinafter referred to as said Camilo) b) Jose Thomas de Noronha (hereinafter referred to as said Thomas) c) Jose Lourenco de Noronha (hereinafter referred to as said Lourenco) and d) Jose Bento de Noronha (hereinafter referred to as said Bento) as their universal heirs, to the extent of each holding one fourth undivided right in the **LARGER PROPERTY**.

D. Said Lourenco and said Bento, both expired as bachelors, without any Will or Gift or any other disposition of their last wish, leaving behind their siblings, said Camilo and said Thomas, as their universal heirs, to the extent of each holding half undivided right in the **LARGER PROPERTY**.

E. Said Camilo da Noronha was married to Maria Etelvina Artimizia Torrado e Noronha and both of them died, without any Will or Gift or any other disposition of their last wish, leaving behind their two daughters as their universal heirs:

a) Lizia Matildes de Santa Damasa Noronha e Barneto (daughter- hereinafter referred to as said Lizia) married to Jose Joaquim Roque de Santa Cruz Baracho e Barneto (hereinafter referred to as said Joaquim) and

b) Ema Noronha alias Maria Ema da Piedade Noronha, spinster (hereinafter referred to as said Ema).

F. Said Thomas was married and both of them expired, without any Will or Gift or any other disposition of their last wish, their sole heir, their son, Dr. Francisco Xavier Miranda



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For VAASTU DEVELOPERS

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Noronha (hereinafter referred to as said Francisco) married to Maria Augusta Eugenia Carlota Araujo e Noronha (hereinafter referred to as said Augusta).

G. Upon the death of said Francisco, his widow/half sharer, said Augusta initiated Inventory Proceedings for the allotment of shares in the estate of late Francisco among his widow, said Augusta and his heirs, wherein three fourth of the **LARGER PROPERTY** was erroneously listed as forming part of the estate of late Francisco, which three fourth right came to be allotted to said Augusta.

H. Said Lizia along with her husband, said Joaquim and said Ema, filed a Special Civil Suit bearing No. 84/1982 against said Augusta, in the Court of the Civil Judge, Senior Division, Margoa, Goa, for a declaration that they are the owners of the **LARGER PROPERTY** excluding a portion of the **LARGER PROPERTY**, bearing Chalta No. 7 of P. T. Sheet No. 58 of City Survey Margao, which was already sold by them to a third party.



Likewise, said Augusta, filed a Special Civil Suit bearing No. 85/1983 against said Lizia along with her husband, said Joaquim and said Ema, in the Court of the Civil Judge, Senior Division, Margao-Goa, for partitioning of the three fourth right in the **LARGER PROPERTY**.

Both the aforesaid suits came to be compromised vide Consent Decree passed by the Court of the Civil Judge, Senior Division, Margoa, Goa, based upon the Consent Terms filed by the parties thereto. By virtue of the said Consent Terms, said Lizia along with her husband, said Joaquim and said Ema, were declared as the owners of the **SAID PROPERTY** and that of the two distinct portions of the **LARGER PROPERTY** surveyed under Chalta No. 5

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For VAASTU DEVELOPERS

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& Chalta No. 7 that had already been sold, all forming part of the P. T. Sheet No. 58 of City Survey Margao and said Augusta, was declared as the owner of another distinct portion of the **LARGER PROPERTY**, surveyed under Chalta No. 6 of the P.T. Sheet No. 58 of City Survey Margao.

I. Said Joaquim expired, without any Will or Gift or any other disposition of his last wish, leaving behind his widow/half sharer, said Lizia and their following children as their universal heirs:

- a) Maria de Lourdes Ivone Matildes Barneto (daughter-hereinafter referred to as said Lourdes) married to Mario Ventura Pereira (hereinafter referred to as said Mario);
- b) Oscar Francisco Antonio Emerciano Barneto alias (son-hereinafter referred to as said Oscar), divorcee;
- c) Maria do Carmo Suzana Barneto (daughter-hereinafter referred to as said Suzana) married to Shyam Gangawani (hereinafter referred to as said Carmo);
- d) Maria da Graca Sonia Barneto (daughter-hereinafter referred to as said Graca) married Antonio Victorio Braganza alias Tony Braganza (hereinafter referred to as said Tony);
- e) Maria de Fatima Selda Barneto e Rodrigues alias Selda Barneto e Rodrigues (daughter-hereinafter referred to as Fatima) married to Roquesinho Rodrigues alias Roque Rodrigues (hereinafter referred to as said Roque).

J. Said Fatima expired, without any Will or Gift or any other disposition of their last wish, her widower/half sharer, said Roque and their two children, namely, Rousell Rodrigues (hereinafter



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For VAASTU DEVELOPERS

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referred to as said Rousell) and Shelton Rodrigues (hereinafter referred to as said Shelton), both minors, as their universal heirs.

K. By virtue of the aforesaid death of said Joaquim, (i) said Lourdes along with her husband, said Mario; (ii) said Oscar; (iii) said Suzana along with her husband, said Carmo; (iv) said Graca along with her husband, said Tony and (v) said Roque along with his minor children, said Shelton and said Rousell, became the co-owners of the SAID PROPERTY along with said Lizia and said Ema.

L. Thereafter, said Ema, said Lizia and her aforementioned children/grandchildren, entered into an Agreement of Development cum Sale dated 2/06/1992 executed before Adv. K. S. Angle, Notary, Margao, Goa, under Registration Serial No. 6135 dated 2/06/1992, with the CONFIRMING PARTY NO. 1 with respect to the SAID PROPERTY.

Since said Rousell and said Shelton were minors at the time of the aforesaid execution of the Agreement, they were represented by their father, said Roque being their natural guardian. However, subsequently, necessary permission was obtained by said Roque from the Court of the District Judge, South Goa, Margao, Goa, vide Order dated 27.11.2001 passed in Misc. Civil Application No 152 of 2001 for selling the shares of the said minors in the SAID PROPERTY.

M. Said Mario expired, without any Will or any Gift or any other disposition of his last wish, leaving behind, his widow/half sharer, said Lourdes and their following children as his universal heirs:

- a. Mario Oscar Pereira (son-hereinafter referred to as said Mario Oscar Pereira) married to Maria Dulce



For VAASTU DEVELOPERS





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Barata Gomes Pereira (hereinafter referred to as said Dulce);

- b. Maria Ivone Pereira (daughter-hereinafter referred to as said Ivone) married to Abel Perreira Pontes E Martins (hereinafter referred to as said Abel)
- c. Jose Ventura Pereira (son-hereinafter referred to as said Ventura) married to Carla Maria Ferro Marques Pereira (hereinafter referred to as said Carla)

N. In terms of the aforesaid Agreement of Development cum Sale dated 2/06/1992, the **CONFIRMING PARTY NO. 1** completed construction of 10 residential bungalows (hereinafter referred to as the **ROW HOUSES**) in a distinct portion, admeasuring an area of approx. 1,012 sq. mts. forming part of the **SAID PROPERTY**. The said **ROW HOUSES** have already been sold to the third parties by the **OWNER** and the **CONFIRMING PARTY NO. 1**.

O. The **CONFIRMING PARTY NO. 1** had availed a loan from the **OWNER**. In order to repay the said loan, the **CONFIRMING PARTY NO. 1** offered to surrender all his rights in the **SAID PROPERTY** in favour of the **OWNER** by arranging the execution and registration of the Deed of Sale in respect of the **SAID PROPERTY** in favour of the **OWNER** as a purely business & commercial transaction, which arrangement was also agreed upon by (i) said Lizia, (ii) said Ema, (iii) said Lourdes along with her children, said Mario Oscar Pereira along with his wife, said Dulce, said Ivone along with her husband, said Abel, said Ventura along with his wife said Carla, (iv) said Oscar, (v) said Suzana along with her husband, said Carmo, (vi) said Graca along with her husband, said Tony, (vii) said Roque along with his children, said Shelton and said Rousell.



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For VAASTU DEVELOPERS

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P. In pursuance of the aforesaid arrangement and prior to the execution of the Deed of Sale in respect of the SAID PROPERTY, the OWNER as a bona fide purchaser of the SAID PROPERTY issued a public notice in two local daily newspapers having wide circulation in the State of Goa, namely, "Gomantak" and "Navprabha" both dated 8th November, 2000 inviting objections from the general public to the said proposed purchase wherein a period of 15 days was scheduled for the purpose of receiving any such objections. No such claims or objections were received by the OWNER in respect to the said public notice during the said stipulated period.

Q. In pursuance of the aforesaid agreement, (i) said Lizia, (ii) said Ema, (iii) said Lourdes along with her children, said Mario Oscar Pereira along with his wife, said Dulce, said Ivone along with her husband, said Abel, said Ventura along with his wife said Carla, (iv) said Oscar, (v) said Suzana along with her husband, said Carmo, (vi) said Graca along with her husband, said Tony, (vii) said Roque along with his children, said Shelton and said Rousell sold the SAID PROPERTY to the OWNER, vide the Deed of Sale dated 16/09/2002 duly registered with the Sub-Registrar of Margao, Goa, under No. 3447 recorded at pages 467 to 503 in Book - I, Volume No. 1395 dated 18/10/2007. And as agreed, the CONFIRMING PARTY NO. 1 accorded his unconditional consent to the transfer of the SAID PROPERTY in favour of the OWNER.

R. By virtue of the aforesaid sale transaction, the OWNER became the absolute owner in lawful and physical possession of the SAID PROPERTY surveyed under Chalta N. 3 of P.T. Sheet No. 58 totally admeasuring an area of 6,056 sq. mts.



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For VAASTU DEVELOPERS

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Partner



Accordingly, the name of the OWNER came to be mutated as an "Holder" in Form D of the SAID PROPERTY by virtue of the Order dated 4/03/2005 passed by the Inspector of Survey and Land Records, City Survey Margao.

S. Thereafter, the CONFIRMING PARTY NO. 1 entered into an Agreement For Development cum Sale 26/06/2005 executed before Adv. Ganaraj S. Shirsat, Notary, Entire State of Goa (India), bearing Registration Serial No. 6567 with the OWNER and his spouse, Smt. Neeta A. Dasani, to carry out construction of three multistoried buildings in the said remaining distinct portion, admeasuring an area of 3,980 sq. mts. forming part of the SAID PROPERTY and that in exchange of the said development rights, it was agreed upon between the OWNER and the CONFIRMING PARTY NO. 1 that as consideration, the OWNER would be entitled to four shops designated as 6,7,8 and 9 and eight flats in one of the said multistoried building, the possession of which had to be handed over to the OWNER within a period of four months from the date of the execution of the aforesaid Agreement. In terms of the said Agreement, the OWNER had also executed a General Power of Attorney dated 22/06/2005 executed before Adv. K. H. Parekh, Notary, Vile Parle (East), Mumbai, bearing Registration Serial No. 158 in favour of the CONFIRMING PARTY NO. 1 for the proposed development work.

Vide Construction License No. A/27/07-08 dated 16/05/2007 issued by the Margao Municipal Council, permission had been granted to the OWNER for the aforesaid construction.

Since, the CONFIRMING PARTY NO. 1 failed to abide by the terms of the aforesaid Agreement, the OWNER terminated the said Agreement and revoked the aforesaid General Power of Attorney executed in favour of the CONFIRMING PARTY NO. 1, vide a letter dated 9/1/2011 addressed to the CONFIRMING



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PARTY NO. 1 which was duly received by the CONFIRMING PARTY NO. 1 and the same was duly notified to the public at large about such termination and revocation vide a notice issued in a local daily newspaper having wide circulation in the State of Goa, namely, "Tarun Bharat" dated 20/04/2012.

T. Vide Sanad bearing No. AC-I/SG/CONV/03/2013/6916 dated 9/07/2013 issued by the Additional Collector, District of South -Goa, Margao- Goa, under Section 32 of the Goa Land Revenue Code, 1968, permission has been granted to use a distinct portion, admeasuring 3980.00 sq. mts. forming part of the SAID PROPERTY, from agricultural to Residential Purpose with 100% F.A.R.

U. However, the CONFIRMING PARTY NO. 2 filed a Special Civil Suit bearing No. 40/2014/II in the Court of the IInd Additional Civil Judge Senior Division at Margao, Goa, against the erstwhile owners as mentioned in Clause (Q) hereinabove, the OWNER and the CONFIRMING PARTY NO. 1,contending that she being the moiety holder/half sharer of the CONFIRMING PARTY NO. 1 holds half undivided right in the SAID PROPERTY in terms of the aforesaid Agreement dated 2/06/1992 and that she having been not a party to the aforesaid Deed of Sale dated 16/09/2002, the said sale transaction to be declared as null and void.

V. Pursuant to the negotiations and confirmations the OWNER has entrusted to the DEVELOPER, sole, full and exclusive development rights to develop the SAID PROPERTY for a total consideration of Rs. 12,51,000/- (Rupees Twelve Lakh Fifty One Thousand Only) plus 15% of the total proposed built-up area of 8306.66 Sq. Mtrs i.e 1246.00 Sq. Mtrs. in the new buildings to be constructed by the DEVELOPER in the "SAID PROPERTY, as full



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For VAASTU DEVELOPERS

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Partner



and final settlement of his rights in the "SAID PROPERTY". The said Confirmation and Consent is executed before Adv. Anil Kumar Ojha, Notary, Government of India, Mumbai, bearing Registration Serial No. 715/2021.

The aforesaid monetary consideration of Rs. 12,51,000/- (Rupees Twelve Lakh Fifty One Thousand Only) has already been paid by the DEVELOPER to the OWNER in the following manner:

- a. An amount of Rs. 1,51,000/- (Rupees One Lakh Fifty-One Thousand Only) has been paid by the DEVELOPER to the OWNER vide Cheque No. 000027 dated 16/11/2018 drawn on HDFC BANK, Vile Parle (East) Branch, Mumbai, in favour of the OWNER, the receipt of which the OWNER does hereby admit and acknowledge;
- b. An amount of Rs. 11,00,000/- (Rupees Eleven Lakh Only) has been paid by the DEVELOPER to the OWNER and his spouse, Smt. Neeta A. Dasani vide Cheque bearing No. 231967 dated 7/09/2021 drawn on Indian Overseas Bank, Vile Parle (East) Branch, Mumbai, the receipt of which the OWNER does hereby admit and acknowledge.



W. Pursuant to the negotiations and confirmations, the CONFIRMING PARTIES herein have agreed to enter into a settlement of the dispute raised in the aforesaid Special Civil Suit No. 40/2014/III in exchange of receiving 11,00,000/- (Rupees Eleven Lacs Only) plus 20% of the total proposed built-up area of 8306.66 Sq. Mtrs i.e 1661.33 Sq. Mtrs. area in the new buildings to be constructed by the DEVELOPER in the "SAID PROPERTY, as full and final settlement of their rights in the "SAID PROPERTY".

In pursuance of the same, an amount of Rs. 11,00,000/- (Rupees Eleven Lakh Only) was paid by the DEVELOPER to the

For VAASTU DEVELOPERS

Partner




CONFIRMING PARTIES by RTGS UTR No IOBAR52021090700764751 on 07/09/2021 through Indian Overseas Bank, Vile Parle (East) Branch, Mumbai, in favour of the **CONFIRMING PARTY NO. 2**, the receipt of which the **CONFIRMING PARTIES** do hereby admit and acknowledge.

Subsequently the **CONFIRMING PARTIES** have applied for withdrawal of aforesaid Special Civil Suit No. 40/2014/III. Hon. IIIrd Additional Adhoc Senior Civil Judge Margao has accepted the application and disposed the suit vide order dated 6th December, 2021.

X. In pursuance of the aforesaid understanding between the parties hereto, it is further agreed by them that the built-up area as mentioned herein above to be allotted to the **OWNER** and the **CONFIRMING PARTIES** respectively, shall not be alienated and mortgaged by them under any circumstances without the due written consent of the **DEVELOPER**.

However, the **OWNER** and the **CONFIRMING PARTIES** shall be entitled to sell their allotted built-up area in proportion to the entitlement of the built-up area in open market, in compliance of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**")

Y. The **DEVELOPER** had, at its own cost and expense, initiated the process of obtaining change of zone of a "distinct part admeasuring an area of 5556.11 sq.mts. forming part of the **SAID PROPERTY**" from residential purpose S1 with FAR 100% to commercial C2 or C1 with FAR 200% and hence, made applications to the concerned statutory authorities. The same has been



For VAASTU DEVELOPERS





Partner



sanctioned by the South Goa Planning and Development Authority on 27/02/2019.

Z. The aforesaid "distinct part admeasuring an area of 5556.11 sq.mts forming part of the SAID PROPERTY" is zoned as "PARTLY COMMERCIAL C-1/PARTLY SETTLEMENT S-1" zone in ODP-2028.

AA. The DEVELOPER has, at its own cost and expense, completed the process of obtaining Sanad under Section 32 of the Goa Land Revenue Code, 1968, for change of zone of the aforesaid "distinct part admeasuring an area of 5556.11 sq.mts forming part of the SAID PROPERTY" from residential purpose Settlement S1 to commercial C1 with FAR 200% and to that effect, an e-Challan No. 202000340778 dated 18/03/2021 had been generated, the payment towards which is pending. A copy the e-Challan No. 202000340778, Land use/ Zoning Certificate SGPDA ZON-143/ 791/22-23 Date: 16/09/2022 and Boundary Line Plans are annexed herewith as Annexure "3", Annexure "4" and Annexure "5" respectively.



BB. The DEVELOPER has, at its own cost and expense, initiated the process of preparation of plans for the proposed construction of the buildings in the "a distinct portion, admeasuring an area of 5556.11 sq.mts. of the SAID PROPERTY" to ascertain the utilization of the entire permitted FAR on the SAID PROPERTY within the permitted specifications, and have prepared the plans and obtained the confirmation from the Designated Architect in respect of the same concerning the utilization of FAR 200% including the permissible FSI in lieu of Road Set Back. The aforesaid SAID PROPERTY" is designated in the below is used for the said development permission.

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For VAASTU DEVELOPERS

Partner



CC. Vide Development Permission bearing Ref No. SGPDA/P/6451/625/21-22 dated 30/09/2021 issued by the Member Secretary, South Goa Planning and Development Authority, Margao-Goa, development permission has been granted to the DEVELOPER, under Section 44 of the Goa Town and Country Planning Act, 1974, for carrying out construction of Buildings/Swimming Pool/club house and compound wall on "PLOT A, admeasuring an area of 5556.11 sq.mts of the SAID PROPERTY" by utilizing the entire permissible FSI of the SAID PROPERTY, being 8306.66 sq.mts. Net Floor Area/Built-up Area of the newly constructed buildings on the SAID PROPERTY as permissible under the prevailing "The Goa Land Development and Building Construction Regulations, 2010". A copy the Development Permission bearing Ref No. SGPDA/P/6451/625/21-22 dated 30/09/2021 along with plans are annexed herewith as Annexure "6"

DD. In pursuance of the aforesaid Confirmation, the CONFIRMING PARTY NO. 2 has withdrawn the aforesaid Special Civil Suit No. 40/2014/III and in accordance with the said withdrawal by virtue of the order dated 6/12/2021 passed by the IIIrd Additional, Adhoc Senior Civil Judge, Margao, Goa, the said suit has been disposed of. In furtherance thereto, the parties hereto have agreed to enter into this Agreement of Sale and Development. A copy court order dated 6/12/2021 is annexed herewith as Annexure "7".

EE. It is agreed and declared by the parties hereto that the recitals and the operative part of this Agreement shall constitute as an integral part of this Agreement.

For VAASTU DEVELOPERS









Partner



A. The **OWNER** and the **CONFIRMING PARTIES** hereby warrant the correctness of the statements and the representations made by the **OWNER** and the **CONFIRMING PARTIES** in this Agreement and based upon the assurances made by the **OWNER** and the **CONFIRMING PARTIES**, the **DEVELOPER** has agreed to enter into this Agreement to develop the **SAID PROPERTY** as per the terms and conditions set forth in this Agreement.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. In pursuance of the above, agreement entered into between the parties it is hereby agreed between the parties that the **OWNER** entrusts to the **DEVELOPER**, the sole, full and exclusive right to develop the "**SAID PROPERTY**" for utilization of the maximum permitted FAR 200% including the permissible FSI in lieu of Road Set Back and permissible loading/units or more on the said plot in accordance with the Scheme of Development and upon and subject to the terms, conditions and provisions recorded and contained in this Agreement, and at or for the consideration to be provided to the **OWNER** as detailed in this Agreement.

2. The name for the aforesaid development shall be "**VAASTU AASHISH**" and shall not be changed in future.

3. The allotments to be made by the **DEVELOPER** in favour of the **OWNER** and the **CONFIRMING PARTY** in terms of the residential built up area as stated in Clause (V) and Clause (W) hereinabove of the newly constructed premises are made, based



For VAASTU DEVELOPERS



Partner





on the increased FSI which is permitted on the "SAID PROPERTY" due to conversion of the land use of the "SAID PROPERTY" from "Settlement-S1" to "Commercial-C1" with permissible FAR 200% or more as permitted under "The Goa Land Development and Building Construction Regulations, 2010" during subsistence of this agreement.

4. The OWNER & the CONFIRMING PARTIES shall reimburse the DEVELOPER for the costs incurred by the DEVELOPER, proportionate to their aforementioned allotted share in total built-up area, in respect of the payments made by the DEVELOPER to the concerned statutory authorities for change of land use/zone of the "PLOT A, admeasuring an area of 5556.11 sq. mts. of the SAID PROPERTY" from Settlement S1 to commercial C1 OR the same shall be adjusted towards the benefits given to the OWNER & the CONFIRMING PARTIES under this Agreement.

5. The DEVELOPER shall be entitled to utilize all type of FSI applicable to the "SAID PROPERTY" in the form of Free Plot FSI, Premium FSI, and/or otherwise in any manner whatsoever in respect of the "SAID PROPERTY" during the subsistence of this Agreement for development of the "SAID PROPERTY".

6. The OWNER hereby covenants and declares that:

- a. the OWNER is the absolute and lawful owner of the "SAID PROPERTY" and is otherwise sufficiently seized and possessed of the "SAID PROPERTY" minus the proportionate undivided share in the land already sold to the purchasers of the 10 row houses;
- b. the title to the "SAID PROPERTY" is clear, legal and marketable and that there are no outstanding encumbrances, mortgages, lien, notices, for requisition or



For VAASTU DEVELOPERS



Partner



reservation or assignments or otherwise or any outstanding interest or claims by or of any other party/person/s on the "SAID PROPERTY" except the proportionate undivided share in the land already sold to the purchasers of the 10 row houses;

c. the OWNER has a clear and absolute irrevocable right and authority to enter into this Agreement and has good right, full power and absolute authority to grant exclusive rights to the DEVELOPER to develop the "SAID PROPERTY".

d. the OWNER has not entered into any other agreement for sale or development in respect of the "SAID PROPERTY" with any other person or party.

e. Except as mentioned in this Agreement, the OWNER has not done, executed or performed any act, deed, matter or thing whereby or by means whereof they are prevented from granting the rights of development of the "SAID PROPERTY" in favor of the DEVELOPER or whereby the "SAID PROPERTY" is encumbered or prejudicially affected in title.

f. the OWNER has received no notice of acquisition or requisition in respect of the "SAID PROPERTY" under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (also Land Acquisition Act, 2013) or any part thereof from any Government or Public Body or Authority under any Statute, Rule, Regulation or other Enactment of the Central or State Government.

g. Except as mentioned in this Agreement, the OWNER has not created any lease or tenancy in favour of any person or party in respect of the "SAID PROPERTY" or



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For VAASTU DEVELOPERS

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any part or portion thereof and the OWNER undertakes not to be party to any act, deed, matter or thing whereby any such lease or tenancy is created or may come into effect hereafter.

h. Except as mentioned in this Agreement, none of the holders/ occupiers/ tenants of the adjoining properties enjoy any right of way or any other easement or license or any other rights in respect of the "SAID PROPERTY" or any part thereof.

i. The DEVELOPER shall be able to carry out the construction/development Work on the "SAID PROPERTY" as more particularly specified in the "ANNEXURE B" annexed hereto in accordance with the terms and conditions of this Agreement, without any let or hindrance or obstruction from the OWNER and the CONFIRMING PARTIES or any person claiming by or under them.

7. The DEVELOPER hereby covenants and declares that:

- a. It has the requisite expertise, necessary resources to carry out the development/construction in the "SAID PROPERTY";
- b. It shall carry out, as part of its own business activity, the development/construction work, entirely at its own cost, by arranging its own finance, personnel's, etc., in accordance with the sanctioned plans as approved by the concerned statutory authorities as aforesaid;
- c. The development/construction work shall be carried out in accordance with the terms, conditions and provisions of this Agreement, sanctioned plans with such modifications thereto that may be made by the



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For VAASTU DEVELOPERS

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DEVELOPER, without affecting the area of the premises reserved/to be allotted to the **OWNER** and the **CONFIRMING PARTIES** and which would be subject to the approval of the concerned statutory authorities;

- d. The **DEVELOPER** shall perform all of its obligations described in this Agreement in a timely, diligent, competent and professional manner. Furthermore, the **DEVELOPER** hereby warrants and represents that all obligations discharged hereunder shall be performed in accordance with the descriptions of such obligations in this Agreement.
- e. The **DEVELOPER** shall be solely responsible to the **OWNER** for all its obligations under this Agreement, and for all works in relation to the construction, development, completion of the construction and development of the "**SAID PROPERTY**". While the **DEVELOPER** shall at its discretion use contractors, agents, consultants, employees, labourers and other persons to carry out the work on its behalf.

8. It shall be the sole responsibility of the **OWNER** and the **CONFIRMING PARTIES** to do the following deeds with respect of the **SAID PROPERTY**:

- i) To make out a clear, legal and marketable title in respect of the "**SAID PROPERTY**" free from all encumbrances, charges, mortgages, claims or doubts and the **OWNER** shall get in all outstanding estates, if any, in respect thereof at their own costs;
- ii) To remove defect, if any, in the title of the **OWNER** to the "**SAID PROPERTY**" or any third party claims in respect of the "**SAID PROPERTY**" at his own cost and within a period of one month from the date such defect is known to



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For VAASTU DEVELOPERS

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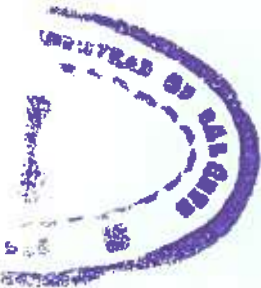
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the **DEVELOPER** or any third party claim is raised in respect of the "**SAID PROPERTY**" due to which the development and construction work may be stopped/hampered and to do all such acts and deeds as may be reasonably required to perfect the title of the **OWNER** to the "**SAID PROPERTY**" even upon the completion of the construction and development of the "**SAID PROPERTY**" or upon any such demand is raised in future by the **DEVELOPER**.

- iii) If required, to initiate and file such suits, petitions, memorandum for the purpose of enforcing and protecting its rights to the "**SAID PROPERTY**" so far it relates to the title of the **OWNER** to the "**SAID PROPERTY**" or defend any suit filed against it at their own costs, and indemnify and keep indemnified the **DEVELOPER** in respect of the same.
- iv) To retain possession and custody of the original title deeds and documents and other records in respect of the "**SAID PROPERTY**". The **OWNER** and the **CONFIRMING PARTIES** agree and undertake as and when called upon by the **DEVELOPER**, to produce or cause to be produced for inspection, the originals of the Title Documents, Writings & Other Records, to the **DEVELOPER**, and/or to any court of law, government, local or public body or authority, or any bank, institution, tender or other person as the **DEVELOPER** may direct.
- v) The removal of any type of encroachment by the Occupants of the **ROW HOUSES** beyond the approvals, shall be the responsibility of the **CONFIRMING PARTIES**, the cost of which shall be exclusively borne by the **CONFIRMING PARTIES** or in case the **DEVELOPER** takes upon such responsibility at the request of the **CONFIRMING**



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PARTIES then the costs and expenses borne by the **DEVELOPER** for the removal of such encroachments, shall be adjusted from the benefits allotted to the **CONFIRMING PARTIES** under this Agreement.

All the above obligations shall be performed by the **OWNER** and the **CONFIRMING PARTIES**.

9. It shall be the sole responsibility of the **DEVELOPER** to do the following deeds

i. To take all decisions pertaining to the construction and development to be implemented on the "SAID PROPERTY" including decisions pertaining to, appointment of Architects, RCC Consultants and other Consultants for the same;

ii. To apply for, obtain and comply with all applicable laws, rules, regulations, notifications, permissions/approvals/sanctions licenses, NOC's, etc., as may be required from all the concerned statutory authorities to carry out the construction/development works including Planning Approval, the Construction License, commencement, occupation and completion certificate/s, and all renewals, revalidations extensions and/or endorsements thereof / thereon and to be solely liable for non-performance or non-compliance thereof and the approved and sanctioned plans as referred to herein;

iii. To pay the cost of all materials required for carrying out and completing all the works comprised in the construction/development work;

iv. To be responsible and liable for the labor employed/to be employed at the "SAID PROPERTY" for undertaking the construction activity and pay the cost of



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wages and labor, direct and indirect, supervisory staff, technical staff, including statutory claims of ESI, PF, claims under the Workmen Compensation Act, 1923 and the like and

v. To be responsible and liable and pay the contractors, sub-Contractors and other agencies, engaged by the DEVELOPER.

vi to take all liabilities and/or responsibility of all construction done in the SAID PROPERTY.

All the above obligations shall be performed by the DEVELOPER from out of its own funds.

10. The OWNER, CONFIRMING PARTIES and the DEVELOPER jointly agree as under:

a. The Project to be constructed by the DEVELOPER on the "SAID PROPERTY" shall be constructed as per the plans approved;

b. It is hereby agreed between the parties hereto that for all plans prepared by the DEVELOPER for the building layout and building plans, the DEVELOPER shall be entitled to make modifications in the plan, design and layout of the Project depending on exigencies during the execution of construction work, without affecting the area of the premises reserved/to be allotted to the OWNER and the CONFIRMING PARTIES. The DEVELOPER shall have the absolute discretion in matters relating to the method, manner and design of construction without affecting the basic design of the Project. The DEVELOPER shall pay for all the works connected with design and development of the Project promptly and without demur;



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For VAASTU DEVELOPERS

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- c. The **DEVELOPER** shall ensure that all such development/ construction work is carried out in accordance with the sanctioned plans and specifications and in accordance with the applicable Development Control Regulations and the **DEVELOPER** or any other regulatory or statutory requirement that the **DEVELOPER** is required to comply with during the construction and development of the Project;
- d. The **DEVELOPER** shall, from the date of the execution of this Agreement, be entitled to proceed with the development of the "SAID PROPERTY" and construction of the new building/s as stated herein above and shall be entitled to do all acts, deeds, matter and things as may be necessary for the development of the "SAID PROPERTY" including exercising the following rights:
- i. To issue advertisements in the newspapers and other media as may be deemed fit by the **DEVELOPER** announcing the redevelopment of the existing buildings on the "SAID PROPERTY" and sale of the new residential flats/shops/units etc. on ownership basis;
 - ii. To display its sign board at the site of the "SAID PROPERTY" indicating thereby that the **DEVELOPER** is entitled to carry out the development of the "SAID PROPERTY";
 - iii. To enter upon the "SAID PROPERTY" and commence the development of the "SAID PROPERTY" by laying drainage line, water line, internal roads, providing Electricity, Telephone line etc., and constructing the new buildings on the "SAID PROPERTY" in accordance with the plan/s and specification approved by the concerned local



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For VAASTU DEVELOPERS

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authority;

iv. To demolish the existing building on the "SAID PROPERTY".

11. The DEVELOPER has agreed to develop the "SAID PROPERTY" on the strength and faith of the above assurances, declarations and representations made by the OWNER and the CONFIRMING PARTIES being true and correct in every respect.

12. The parties hereto do hereby agree, and undertake to each other, to do execute and perform their respective obligations as set out hereunder:

- a. The development of the "SAID PROPERTY" shall be carried out by the DEVELOPER by demolishing the existing unsold structures standing on the "SAID PROPERTY" and constructing a new building thereon;
- b. The DEVELOPER proposes to construct a residential/shops/commercial or composite building consisting partly of residential premises and partly of shops and commercial buildings comprising of basement, stilts, ground floor and/or upper storeys in accordance with the approved plans;
- c. The DEVELOPER shall alone bear, pay and discharge all, without limitation, the costs, charges, expenses in respect of and related to the development and construction of the new building on the "SAID PROPERTY" and the OWNER and/or CONFIRMING PARTIES shall have no liability or obligation whatsoever in respect thereof including all developments charges, fees, premiums, taxes, development and construction costs, charges, expenses, one-time charges, recurring charges, utilities, consultant fees, workmen wages, salaries, labour, cess, levies, assessment charges, fines,



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penalties, damages, compensation etc. for obtaining the permissions / approvals/sanctions for the development and construction of the new building on the "SAID PROPERTY". The OWNER and/or CONFIRMING PARTIES shall not be under any obligation to make any contribution towards the said costs and expenses except in respect of the reimbursement of the costs incurred by the DEVELOPER in respect of change of land use/zone of the "SAID PROPERTY" from Settlement S1 to commercial C1, as mentioned in Clause (4) hereinabove;

As per the negotiations it has been agreed and confirmed by the parties hereto that since, the "SAID PROPERTY" is notified for land use under Commercial C1 with FAR 200% with permissible loading/units:

- A. In pursuance of the aforesaid confirmation as stated in Clause (W) hereinabove, the DEVELOPER has already paid a part of the total consideration, amounting to Rs. 12,51,000/- (Rupees Twelve Lakh Fifty One Thousand Only) as mentioned in the said Clause (W) and further agrees and confirms to allot to the OWNER 15% of the built up area in the new buildings to be constructed by the DEVELOPER in the "SAID PROPERTY" with utilization of the maximum permitted FAR 200% and permissible loading/units as permitted under prevailing Development Control Regulations on the "SAID PROPERTY" for construction of PART RESIDENTIAL, PART SHOPS, PART COMMERCIAL & Building/s on the "SAID PROPERTY". Upon making the said allotment of 15% of the built-up area in the newly constructed buildings in the SAID PROPERTY, the OWNER shall be entitled to sell his



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For VAASTU DEVELOPERS
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entitlement of the saleable FSI residential built-up area, by way of proportionate sale as specified in the Clause (17) hereinbelow, in compliance with the RERA Act.

- B. In pursuance of the aforesaid confirmation as stated in Clause (X) hereinabove, the DEVELOPER has already paid to the

CONFIRMING PARTIES, an amount of Rs. 11,00,000/- (Rupees Eleven Lakh Only) as mentioned in said para (X) and further agrees and confirms to allot to the CONFIRMING PARTIES 20% of the built-up area in the new buildings proposed to be constructed by the DEVELOPER in the "SAID PROPERTY" towards the full and final settlement of their rights in respect of "SAID PROPERTY". Upon allotment of the said 20% of the built-up area in the new constructed buildings in the SAID PROPERTY, the CONFIRMING PARTIES in compliance of the RERA, shall be entitled to sell their entitlement of the saleable FSI residential built-up area, by way of proportionate sale as specified in the Clause (17) hereinunder, in compliance with the RERA Act.



13. The OWNER shall be entitled to sell his allotted premises hereinabove as permitted under the prevailing rules and regulations and in compliance with RERA Act. In case of sale of such allotted premises by the OWNER to a prospective buyer, the OWNER shall intimate in writing to the DEVELOPER about the details of the prospective buyer, the details of the allotted premises of the OWNER to be sold, the agreed price and the agreed terms of payment between the OWNER and the prospective buyer in



For VAASTU DEVELOPERS





Partner



respect of the same. That within a period of seven days of receiving such intimation, the **DEVELOPER** shall make the necessary arrangements for the drafting and execution of the Agreement for Sale between the **OWNER** and the prospective buyer with the **DEVELOPER** as the **CONFIRMING PARTY** and subsequently shall within another period of fifteen days, present the said Agreement of Sale for registration with the Sub-Registrar of Salcete, Margao, Goa. It is agreed between the **OWNER** and the **DEVELOPER** that the entire consideration of the said sale transaction shall be exclusively paid by the prospective buyer to the **OWNER**. And that the requisite Stamp Duty and the Registration Fee along with other ancillary charges towards the said sale transaction shall be exclusively borne by the prospective purchaser or the **OWNER** as per the mutual understanding between the **OWNER** and the prospective buyer. It will be responsibility of the **OWNER** to collect G.S.T. on the said sale & any other taxes as applicable/leviable at the time of the execution and registration of the said sale transaction and pay the same to the **DEVELOPER**, which amount shall thereafter be paid to the concerned statutory authorities by the **DEVELOPER**.



14. The **CONFIRMING PARTIES** shall be entitled to sell their allotted premises hereinabove as permitted under the prevailing rules and regulations and in compliance with **RERA Act**. In case of sale of such allotted premises by the **CONFIRMING PARTIES** to a prospective buyer, the **CONFIRMING PARTIES** shall intimate in writing to the **DEVELOPER** about the details of the prospective buyer, the details of the allotted premises of the **CONFIRMING PARTIES** to be sold, the agreed price and the agreed terms of payment between the **CONFIRMING PARTIES** and the prospective buyer in respect of the same. That within a period of seven days of receiving such intimation, the **DEVELOPER** shall



For VAASTU DEVELOPERS






Partner



make the necessary arrangements for the drafting and execution of the Agreement for Sale between the **CONFIRMING PARTIES** and the prospective buyer with the **DEVELOPER** as the "**CONFIRMING PARTY**" and subsequently shall within another period of fifteen days, present the said Agreement of Sale for registration with the Sub-Registrar of Salcete, Margao, Goa. It is agreed between the **CONFIRMING PARTIES** and the **DEVELOPER** that the entire consideration of the said sale transaction shall be exclusively paid by the prospective buyer to the **CONFIRMING PARTIES**. And that the requisite Stamp Duty and the Registration Fee along with other ancillary charges towards the said sale transaction shall be exclusively borne by the prospective purchaser or the **CONFIRMING PARTIES** as per the mutual understanding between the **CONFIRMING PARTIES** and the prospective buyer. It will be responsibility of the **CONFIRMING PARTIES** to collect G.S.T. on the said sale & any other taxes as applicable/leviable at the time of the execution and registration of the said sale transaction and pay the same to the **DEVELOPER**, which amount shall thereafter be paid to the concerned statutory authorities by the **DEVELOPER**.

15. It is agreed between the parties hereto that the **OWNER** and the **CONFIRMING PARTIES** shall not sell their respective allotted premises below the rates used for working out Project Feasibility, without the written consent of the **DEVELOPER**.

16. It is agreed between the parties hereto that the sale of the allotted premises of the **OWNER** and those of the **CONFIRMING PARTIES** shall be a "**SINGLE WINDOW SALE**" through the **DEVELOPER** taking into consideration the essence of the project to be completed within the stipulated/agreed time.



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For VAASTU DEVELOPERS

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17. It is agreed between the parties hereto that the newly constructed premises shall be allotted to the parties hereto in the following proportion:

Parties	%	UNITS
Total	100%	6
DEVELOPER	65%	4
CONFIRMING PARTIES	20%	1
OWNER	15%	1

It is further agreed between the parties hereto that each of the parties herein shall sell their aforesaid respective allotted premises in terms of the aforesaid proportion at the rates as specified in Clause (15) hereinabove.

18. The **CONFIRMING PARTIES**, as stated in Clause (N) hereinabove, have created third party rights in respect of all the residential bungalows being the **ROW HOUSES** constructed on the "a portion, approximately admeasuring an area of 1,012 sq.mts. of the **SAID PROPERTY**". The **CONFIRMING PARTIES** hereby undertake to provide to the **DEVELOPER** within a period of (7) days from the date of the registration of this Agreement, all the particulars of all such third-party transactions in respect of the "Part of the **SAID PROPERTY**".

19. It is agreed between the parties hereto that the **DEVELOPER** shall be entitled to exercise the option of provision of discounted rate for the FSI allotted to the **OWNER** and the **CONFIRMING PARTIES** under this Agreement, in case the **DEVELOPER** offers early payment to the **OWNER** and the **CONFIRMING PARTIES** for the buyback of the built-up area comprising of the Residential



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Partner



Flats to be allotted to the **OWNER** and / or the **CONFIRMING PARTIES** as stated in Clause (17) hereinabove, during the Project.

And if agreed and accepted by the **OWNER** and the **CONFIRMING PARTIES**, the **DEVELOPER** shall pay the mutually agreed amount to the **OWNER** and the **CONFIRMING PARTIES** as per the agreed schedule and the **OWNER** and the **CONFIRMING PARTIES** shall accept the said amount from the **DEVELOPER** as full and final settlement of their rights in " **SAID PROPERTY**" and under this Agreement and shall raise no further claims in respect of the same against the **DEVELOPER** and shall execute and register such documentation in favour of the **DEVELOPER** for the sell or release of their rights in " **SAID PROPERTY**" under this Agreement.

20. The **DEVELOPER** shall make available, to the **OWNER** and the **CONFIRMING PARTIES**, the residential built up area Flats, along with the standard amenities, in the developed " **SAID PROPERTY**".

The FSI that shall be allotted / assigned to the **OWNER** & the **CONFIRMING PARTIES** will be marked & confirmed on the approved plans after receipt of final approvals for the proposed plans & Construction license for the same.

21. It is hereby agreed between the parties hereto that the following shall constitute the essential, vital and integral terms of this Agreement:

- a. The **DEVELOPER** shall redevelop the " **SAID PROPERTY**" as contemplated above and subject to the permission from the Margao Municipal Council, SGPDA and other statutory authorities sanctioning/ approving the



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building plans for the development of the " SAID PROPERTY" and the full and final settlement of the CONFIRMING PARTIES in respect of the "SAID PROPERTY".

- b. The DEVELOPER shall be at its sole discretion to amend/revise plans of the proposed new building if required during the execution of the project and the same shall be duly intimated to the OWNER and the CONFIRMING PARTIES, which amendment/revision shall be in no case/circumstance shall be objected to by the OWNER and the CONFIRMING PARTIES. Any such amendment/revision shall be made by the DEVELOPER without affecting the area of the premises reserved/to be allotted to the OWNER and the CONFIRMING PARTIES.
- c. The DEVELOPER is under a bona fide belief that it is probable for it to obtain the necessary approvals and construction permissions from the concerned statutory authorities for the development and construction of the "SAID PROPERTY" within 6 months from the date of the execution and registration of this Agreement. However, in case, such approvals/permissions are not given within the said period of 6 months, the DEVELOPER is hereby given a grace period of another 3 months to obtain the said approvals/permissions.
- d. After receipt of all the necessary approvals and construction permissions, the DEVELOPER is at liberty to enter into joint venture agreements with a reputed and substantial Contractor or Builder for further construction activities on the "SAID PROPERTY". The OWNER and the CONFIRMING PARTIES hereby give explicit consent to the DEVELOPER to enter into any such joint venture



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agreements for the timely and effective completion of the development and construction of the proposed new building on the "SAID PROPERTY".

- e. Upon receipt of all approvals/permissions from the Margao Municipal Council, SGPDA and other approving authorities for the project, the DEVELOPER intends to avail Bank Loan for the project to commence with the development and construction activities at the site of "SAID PROPERTY". In case the Bank or Institutional Finance is availed by the DEVELOPER for the project against mortgage of the entire project, the OWNER and the CONFIRMING PARTIES hereby give their explicit consent for the said mortgage. However, the premises reserved for the CONFIRMING PARTIES shall not be mortgaged and no third party rights and/or encumbrances should be created on these premises.
- f. For the aforesaid purposes in relation to the development and construction of the project on the "SAID PROPERTY", the OWNER shall execute and register, at the cost of the DEVELOPER, an Irrevocable General & Comprehensive Power of Attorney in favour of (1) Mr. Nishad Pandurang Satam and/or (2) Mr. Pariksheet Ramkrishna Dandekar the partners of the DEVELOPER mentioned herein.
- g. The DEVELOPER, OWNER and the CONFIRMING PARTIES shall not resile or attempt to resile or purport to resile from their respective obligations/commitment under this Agreement.
- h. Except for the residential built up area, and Car-parking spaces allotted to the OWNER and the CONFIRMING PARTIES as agreed hereinabove, all other Residential Flats, Shops, Commercial Offices and Car-parking spaces



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in the new building to be constructed by the DEVELOPER shall belong to the DEVELOPER. The DEVELOPER shall have the absolute discretion to deal with the same and the OWNER shall be bound to admit the execution of the sale transactions entered into by the DEVELOPER with its prospective purchaser.

- i. It is hereby agreed between the parties hereto that the DEVELOPER, shall be at liberty and shall have the unfettered right to sell its allotted Residential Flats, Shops, Commercial Offices and Car-parking spaces to its prospective buyers who shall own the same on "ownership basis" and shall be inducted as members of the Proposed Society as mentioned below. However, the OWNERS and the CONFIRMING PARTIES can sell their entitlement as per the Clause 14 hereinabove.

22. Upon the completion of the entire development of the "SAID PROPERTY", the Project, including the Common Infrastructure & Amenities and the distinct portion, admeasuring an area of approx. 1,012 sq. mts. forming part of the SAID PROPERTY, which comprise of the ROW HOUSES, shall be conveyed, transferred and assigned, as the case may be, by the OWNER, CONFIRMING PARTIES and the DEVELOPER, to an entity being either a co-operative housing society(ies), or limited company(ies), or association(s) of apartment owners (that is, condominium(s)) or other such organization(s), or an organization formed and constituted of the purchasers, transferees and allottees of the sold allotted premises of the parties hereto (hereinafter referred to as the "Entity/Organization"). The parties hereto shall become members of the Entity/Organization with respect to their unsold allotted premises.



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23. The DEVELOPER shall provide copies of all the permissions and approvals/sanctions obtained by it from all the statutory departments for the development and construction on the "SAID PROPERTY", to the OWNER.

24. The DEVELOPER agrees to complete the construction of the new building on the " SAID PROPERTY" and deliver to the OWNER and the CONFIRMING PARTIES, their allotted premises as mentioned in Clause (16) hereinabove within a period of 48 months from the date of obtaining the Approval of Plans & Construction License from the Margao Municipal Council, SGPDA & other statutory authorities as mentioned in Clause (19) hereinabove in respect of the new building proposed to be constructed on the "SAID PROPERTY" and commencement of actual construction work upon removal of encroachments and onsite hindrance on the "SAID PROPERTY", which period of 48 months shall further stand extended to a period of 12 months as mutually agreed between the parties hereto on account of "Force Majeure".

For the purpose of this Agreement the words "Force Majeure" shall mean and include the following:

- i. Total non-availability of cement and steel, other building materials in the entire industry thereby affecting the development and construction in the "SAID PROPERTY";
- ii. Order of Injunction from any court and any notice, order, rule, notification of the Government and/or other public or competent authority restraining the DEVELOPER from carrying out the development and construction of the "SAID PROPERTY";
- iii. acts of God including fire, tempest, earthquake, windstorm or other natural disaster or the current COVID-19 pandemic





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or any other pandemic which results in the halt of any transportation and related activities for the purpose of procurement of the material requirements and labours in respect of the development and construction of the "SAID PROPERTY;

- iv. strikes, lock-outs, acts of any sovereign power against India or any group declared to be a militant group in India, which directly affects the State of Goa, including but not limited to a war, invasion, act of foreign enemies, hostilities, whether war be declared or not, civil war, rebellion, or insurrection, civil commotion in Goa; or,
- v. Any other reason for delay not attributable to the DEVELOPER.
- vi. In the event of delay in handing over the possession of the fully completed premises, which are reserved for the CONFIRMING PARTIES herein, along with the Occupancy Certificate, the DEVELOPER shall be liable to pay to the CONFIRMING PARTIES monthly compensation

25. The OWNER and the CONFIRMING PARTIES hereby gives his explicit consent to the DEVELOPER to issue a public notice inviting claims in respect of the " SAID PROPERTY".

26. The DEVELOPER shall, at the time of the registration of this Agreement, pay the Stamp Duty and Registration Fee along with ancillary charges payable on this Agreement & Irrevocable Power of Attorney. The Stamp Duty and Registration Fee along with ancillary charges in respect of the allotted premises of the OWNER and the CONFIRMING PARTIES shall be borne and paid by the Owner and the CONFIRMING PARTIES respectively.



[Handwritten signature]

For VAASTU DEVELOPERS

[Handwritten signature]

[Handwritten signature]

Partner



27. The OWNER and the CONFIRMING PARTIES shall not demand for any escalation in the benefits confirmed under this Agreement.

28. The OWNER and the CONFIRMING PARTIES shall pay all taxes, duties, capital gains etc. applicable on the benefits provided by the DEVELOPER to them under this Agreement.

29. The TDS at the rate of 1% as applicable under the Income Tax Act, 1961, shall be deducted by the DEVELOPER on all payments made by it to the OWNER and shall be paid to Government.

30. ALL the parties hereto are conscious and have full knowledge of the commitments and obligations on the basis of which this Agreement has been entered into and executed. Consequently, it is mutually agreed, as vital, integral, and essential terms and conditions of this Agreement that:

- a. None of the parties hereto shall be entitled to resile from this Agreement or to decline to fulfill their respective obligations under this Agreement but each shall implement the same within the time-frame for the purpose contained in this Agreement.
- b. The agreed terms of this Agreement is binding on to the OWNER and the CONFIRMING PARTIES, their heirs, executors or administrators or any person or persons lawfully or equitably claiming or to claim by, from, under or in trust from them.
- c. The OWNER and the CONFIRMING PARTIES do hereby indemnify and keep indemnified the DEVELOPER from and against all losses, damages, litigations, claims, demands and costs that may be made and/or raised by any one or incurred by the DEVELOPER



(Handwritten signature)

For VAASTU DEVELOPERS

(Handwritten signature)

(Handwritten signature)

Partner



as a result of any of the statements, representations, assurances, confirmations herein contained being found to be untrue or incorrect.

31. The parties hereto agree to do and execute all other acts, deeds, matters and things as may be reasonably required by the other party/ies to fully implement the terms and intent of this Agreement.

32. The failure or delay of a Party to insist upon strict performance of any of the terms or provisions hereof, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. Neither this Agreement nor any term hereof shall be changed, waived, discharged or terminated, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of all Parties.

33. While this Agreement is subsisting, the OWNER and the CONFIRMING PARTIES shall not alienate, dispose of or create any third-party rights or enter into any agreement with other persons with respect to the "SAID PROPERTY" or do such acts whereby the title of the "SAID PROPERTY" may become defective.

34. In the event of any breach or default by the Parties, the Parties shall be entitled to exercise the rights and remedies as conferred upon them under this Agreement including the right to specific performance of this Agreement.



[Handwritten signature]

For VAASTU DEVELOPERS

[Handwritten signature]

[Handwritten signature]

Partner



35. Any notice to be given by one Party to the other shall be deemed to have been given by sending a (i) by hand against a written acknowledgement of receipt, or (ii) "registered post acknowledgement due" letter addressed to the Party with copy to other Party at the address mentioned at the beginning of this Agreement or at such other address as is from time to time designated (in writing) by the Party to whom the communication is addressed. Any communication that is delivered in accordance herewith shall be deemed to be received when delivery is received or refused, as the case may be.

If to the OWNER:

Mr. Ashok Sunderdas Dasani

Address: 27, Old Mani Bhuvan,

Prarthana Samaj Road, Vile Parle (East), Mumbai - 400057

Mobile : 98200 20944

Email: dasaniashok@yahoo.com

If to the DEVELOPER:

VAASTU DEVELOPERS.,

Address: Registered office at 105, 1st Floor,

Gulab Pushpa CHS Ltd., Malaviya Road,

Vile Parle (East), Mumbai - 400 057.

Email id: nishad.satam@yahoo.co.in

If to the CONFIRMING PARTIES:

Mr. Krishna Sharaschandra Verlekar

Smt. Delia K Verlekar

Address: H. No. 108, Abade Faria Road,

Opp. Ram Mandir , Margao - GOA

Mobile : 98231170711 - Mr. Krishna S. Verlekar

9922542410 - Smt. Delia K Verlekar

Email: arunverlekar@yahoo.com



For VAASTU DEVELOPERS



Partner

Either Party may from time to time change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 30 days' prior written notice.

36. This Agreement represents the entire understanding between the Parties unless the same is varied in writing signed by all the Parties, this terms and conditions contained herein shall be final and binding.

37. All disputes or differences which may arise between the Parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement, and, about the performance of these presents or concerning any act or commission of the other party to the disputes, or to any act which ought to be done by the Parties in disputes, or in relation to any documents or writings executed hereafter in pursuance hereof, and/or the terms, provisions and conditions hereof and thereof, and/or the interpretation of the terms and provisions hereof or, in relation to any matter whatsoever concerning this agreement shall be referred to arbitration. The Parties shall jointly appoint a sole arbitrator within a period of thirty (30)days from the date, a Party has notified (in writing) the other Party of the existence of a dispute. In the event the Parties do not agree to the appointment of the Sole Arbitrator by the expiry of the aforesaid period of thirty (30) days, then the Hon'ble Bombay High Court at Goa shall appoint such Sole Arbitrator. The arbitration shall be governed in accordance with the Arbitration and Conciliation Act, 1996 with its amendments in force. The arbitration proceedings shall be held at Goa and the language of the proceedings shall be English. The Arbitrator shall have summary powers and be entitled to give interim directions and awards from time to time. The award/s of the Arbitrator shall be reasoned and given in writing, and shall be final and binding upon the **OWNER, CONFIRMING PARTIES** and the **PURCHASER**.

38. This Agreement shall be presented for registration within a period of Fifteen Days, before the concerned Sub-Registrar there from upon obtaining certified copy of Decree of withdrawal in the aforesaid Special Civil Suit No. 40/2014/III and furnishing the same to the **DEVELOPER**.

For VAASTU DEVELOPERS

     Partner





The parties hereto, hereby undertake to be present at the notified/agreed date scheduled for registration of this Agreement, before the concerned Sub-Registrar.

39. It is hereby agreed by the parties hereto that his registered Agreement in original shall be retained by the **DEVELOPER** and notarized copies of this registered agreement shall be handed over to **OWNER** and the **CONFIRMING PARTIES**.

40. **Mr. Nishad Pandurang Satam** and/or **Mr. Pariksheet Ramkrishna Dandekar**, partners of the **DEVELOPER** as mentioned herein, are duly authorized to execute and admit the execution of this Agreement.

41. By this Agreement, the **OWNER** hereby gives the lawful and physical possession of the "**SAID PROPERTY**" to the **DEVELOPER** to develop and carry out construction in the "**SAID PROPERTY**" as stipulated in this Agreement. It is clearly understood by the parties herein that the Plot A of the said property is utilized for the development purpose and the remaining plot is for the benefit of mundkars. However, for the purpose of better and clear title, it is shown as the said property is fully utilized for the purpose of construction.

42. The **OWNER** is of non goan origin, married in Maharashtra and he has his domicile in the State of Maharashtra. The wife of the **OWNER** has not acquired any rights in the property purchased/owned by the **OWNER** and as such she is not a necessary party to this Agreement.

43. For the purpose of registration of the stamp duty, the **SAID PREMISES** allotted to the **VENDORS** and **CONFIRMING PARTY** are valued at Rs. 7,39,51,000/- (**RUPEES SEVEN CRORES THIRTY NINE LAKHS AND FIFTY ONE THOUSAND ONLY**) i.e. Rs. **12,51,000/- (Rupees Twelve Lakhs Fifty One Thousand Only)** plus an area of 1246.00 Sq. Mtrs built up area allotted to the **OWNER** and Rs. 11,00,000/- (**Rupees Eleven Lacs Only**) plus an area of 1661.33 Sq. Mtrs of super built up to be allotted to the **CONFIRMING PARTIES**., accordingly, the requisite Stamp duty calculated at the rate of 2.9 % amounting to Rs. 21,44,600/- (**RUPEES TWENTY ONE LAKHS FORTY FOUR THOUSAND AND SIX HUNDRED ONLY**) and the Registration Fee calculated at the rate of 3 % amounting to Rs. 22,21,110/- (**RUPEES TWENTY TWO LAKHS TWENTY ONE THOUSAND ONE HUNDRED ONLY**) is paid by the **DEVELOPER**.

For VAASTU DEVELOPERS

Partner





SCHEDULE I

(DESCRIPTION OF THE SAID PROPERTY)

An immovable property known by the name "AGALLY", totally admeasuring an area of 6,056 sq.mts., situated in the Ward Agalli of Fatorda, within the limits of the Margao Municipal Council, Taluka and Registration Sub-District of Salcete, District of South-Goa, State of Goa, surveyed under Chalta No. 3 of P.T. Sheet No 58 of Margao City Survey and bounded as follows:

- East: by the Road,
West: by the property bearing Chalta No. 8 of P.T. Sheet No 58 of Margao City Survey,
North: by the Road and
South: by the property bearing Chalta No. 6 of P.T. Sheet No 58 of Margao City Survey.

SCHEDULE II

SHARE ALLOTTED TO THE OWNER

Rs. 12,51,000/- (Rupees Twelve Lakhs Fifty One Thousand Only) plus an area of 1246.00 Sq. Mtrs built up area allotted to the OWNER constructed on the SAID PROPERTY described in the SCHEDULE I herein above

SHARE ALLOTTED TO THE CONFIRMING PARTIES

Rs. 11,00,000/- (Rupees Eleven Lacs Only) plus an area of 1661.33 Sq. Mtrs of super built up to be allotted to the CONFIRMING PARTIES constructed on the SAID PROPERTY described in the SCHEDULE I herein above

IN WITNESS WHEREOF THE PARTIES hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

For VAASTU DEVELOPERS

Partner





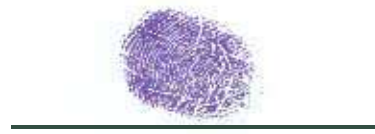
SIGNED, EXECUTED AND)
DELIVERED BY THE WITHIN)
NAMED OWNER)

A. Ashok
MR. ASHOK SUNDERDAS DASANI



L.H.F.P.

R.H.F.P.



Ashok Dasani

A. Ashok

For VAASTU DEVELOPERS
Ashok
Partner





SIGNED AND EXECUTED)
 For VAASTU DEVELOPERS)
 DELIVERED BY THE WITHIN)
 NAMED DEVELOPER)
 For VAASTU DEVELOPERS)

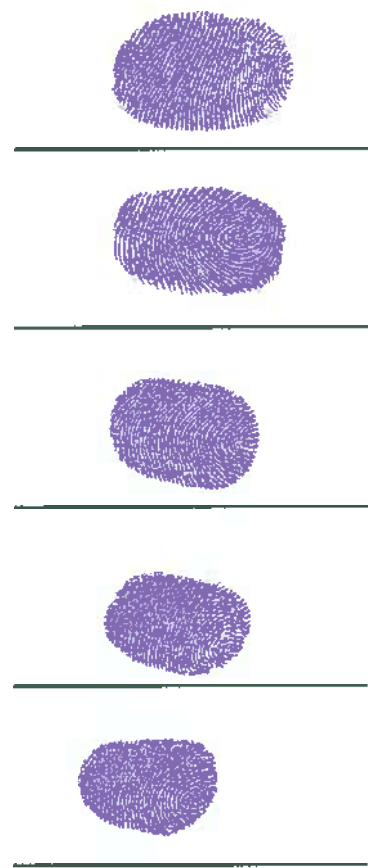
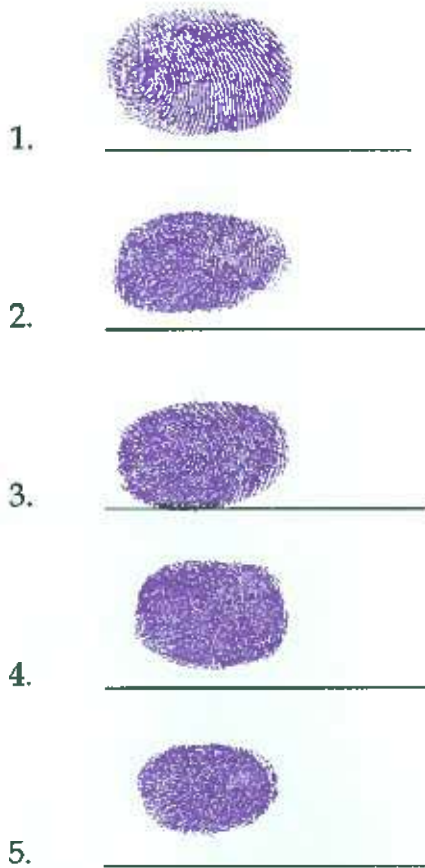
Nishad Satam
 Partner



1. MR. NISHAD PANDURANG SATAM.
 PARTNER of the DEVELOPER.

L.H.F.P.

R.H.F.P



Nishad Satam

Nishad Satam

For VAASTU DEVELOPERS
Nishad Satam
 Partner





For VAASTU DEVELOPERS
[Signature]
Partner



MR. PARIKSHEET RAMKRISHNA DANDEKAR
PARTNER of the DEVELOPER.

	L.H.F.P.	R.H.F.P.
1.		
2.		
3.		
4.		
5.		

[Signature]
AS ANUM

For VAASTU DEVELOPERS
[Signature]
Partner



SIGNED, EXECUTED AND)
DELIVERED BY THE WITHIN)
NAMED CONFIRMING PARTIES.)



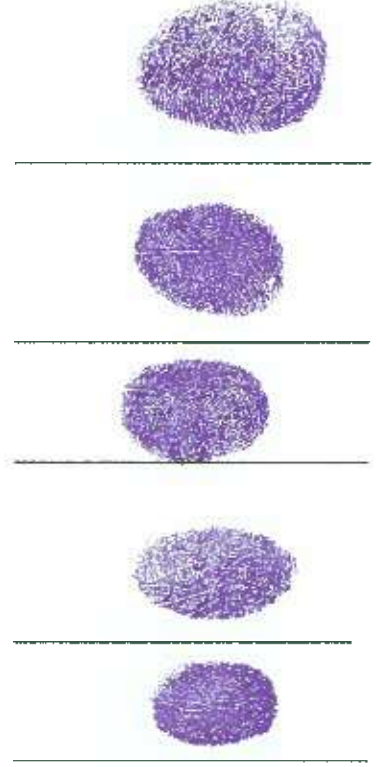
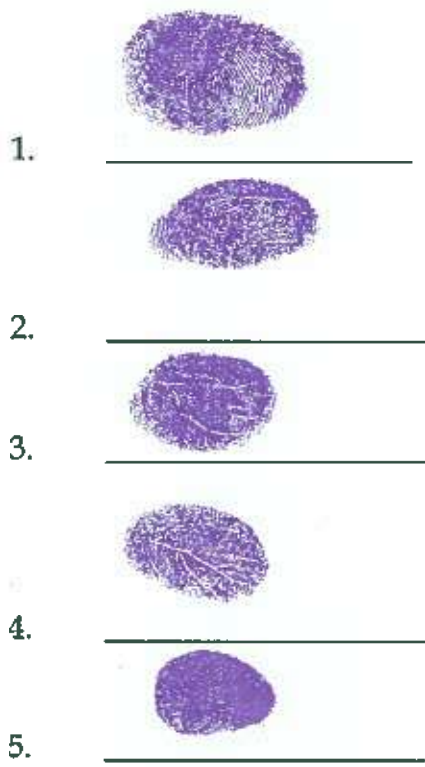
Das



1. SMT. DELIA K. VERLEKAR

L.H.F.P.

R.H.F.P

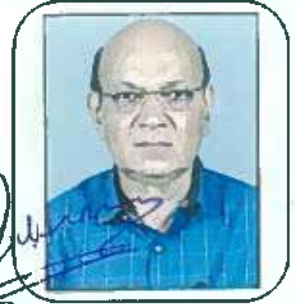


Delekar
Das
A 1 9 2 0 2 1

For VAASTU DEVELOPERS
Delekar
Partner



Verlekar



2. SHRI KRISHNA SHARASCHANDRA VERLEKAR.



L.H.F.P.

R.H.F.P.

1. _____

2. _____

3. _____

4. _____

5. _____

Verlekar

Ver

A 1 year

For VAASTU DEVELOPERS

Verlekar

Verlekar
Partner



WITNESSES:

1. ZAMEER AHMAD *Zameer*

NAME:

ADDRESS H No. EWS-403, Near Maruti Mandir Temple, Heg board
Colony, Rumbal, Davanur Sakete Goa

AADHAR CARD 3870 4115 9816

2. Shaik Abdul Kadir *Syaidir*

NAME:

ADDRESS H No. 166 Behind Paroj Hotel, Chanchal Urab
Talangan Saket Goa

AADHAR CARD 7650 8416 1822

Alves
Dup

AJANW

For VAASTU DEVELOPERS
Shreyas Partner





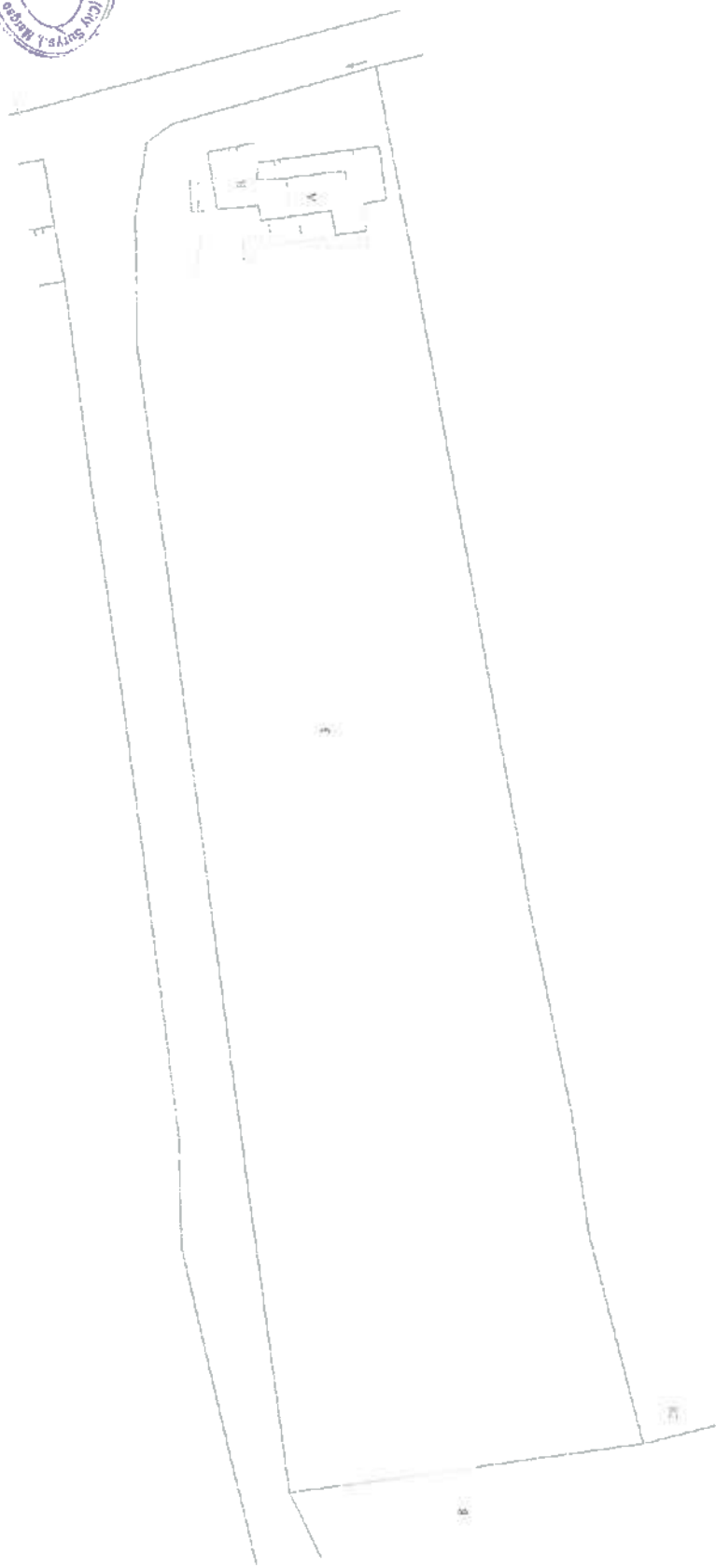
GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 MARGAO-GOA



501-106/MAR21-49927

Plan Showing plots situated at
 City : MARGAO
 Taluka : SALCETE
 P.T.Sheet No. 58/Cholha No. : 3
 Scale: 1:500

[Signature]
 (Chetan C. Adhary)
 Inspector of Survey & Land Records
 Margao-Goa



[Handwritten signatures]

Alqumari

For VAASTU DEVELOPERS

[Handwritten signature]
 Partner

[Handwritten signature]
 Checked By:



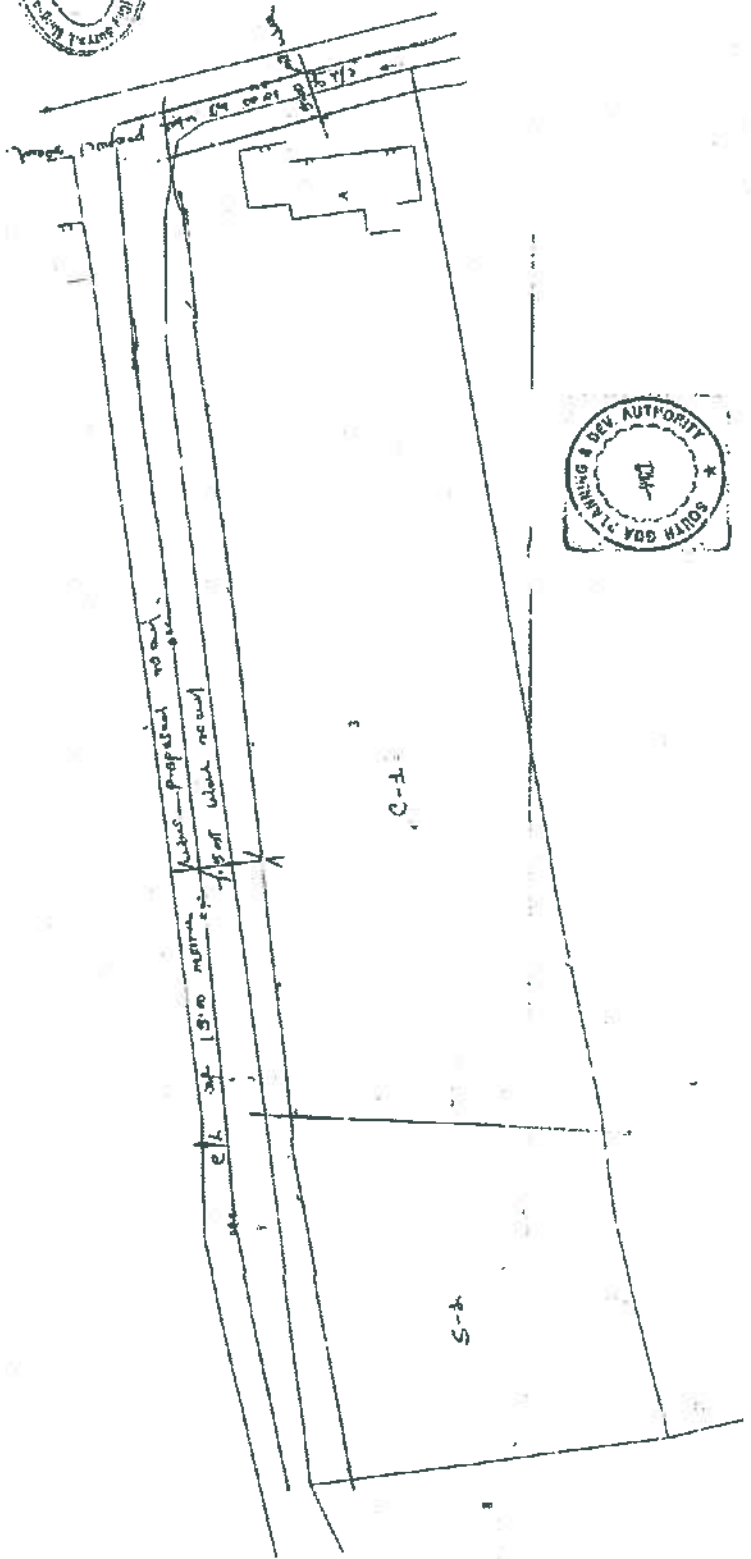


GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 MARGAO-GOA

MBL-16200021-0927

Plan showing plot situated at
 City : MARGAO
 Taluka : SALCETE
 P/Sheet No. 90/C/2/1/1 No. : 3
 Scale : 1:500

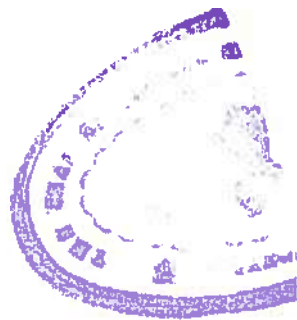
[Signature]
 (Chen C. Aubrey)
 Inspector of Survey and Land Records
 Margao-Goa



[Signature] M. S. Mune
 For VAASTU DEVELOPERS
[Signature] Partner

Generated By: RUCHITA MAOKANKAS
 On: 04-11-2023

[Signature]
 Checked By:





Government of Goa
Form 'D'
See Rule 7

0

Goa Land Revenue (City Survey) Rules, 1969
Property Card of Margao city

Page No. 1

Date 25/08/2022

Pt Sheet No	Chalta No	Area Sq.Mts	Tenure	Particulars of assessment or rent paid to Government and when due for revision	Category
58	3	6076.00			Private

Easements

----- Nil -----

Holders of the origin of the title
(So far as traced) -

MARIA EMILIA DA PIEDADE NORONHA	1/2
JOSE BARRETO	1/4
A)LIZIA NORONHA BARRETO	
LIZIA MATILDES SANTA DOMASA NORONHA BARRETO	1/4

Lessees -

MUNDKAR:- A:-140 m2 - FRANCISCO NORONHA, VINCENTE NORONHA,
INACIO NORONHA, PEDRO NORONHA
MUNDKAR:- B:-62 m2 - CONCEICAO NORONHA

Other Encumbrances -

----- Nil -----

Other Remarks -

----- Nil -----

Details -

Mutation Date	Mutation Number	Mutation Type	Name Remarks	New Holder (H), Lessee (L), Encumbrance(E) Other Remarks(R) Easements(A)	Area (Sq.Mts)
04/03/2005	1700	Deed of Sale	ASHOK S. DASANI	H	





0

Government of Goa

Form 'D'

See Rule 7

Goa Land Revenue (City Survey) Rules, 1969

Page No. 2

Property Card of Margao city

Date 25/08/2022

PS Sheet No	Chalta No	Area Sq.Mts	Tenure	Particulars of assessment or rent paid to Government and when due for revision	Category
58	3	4058.00			Private

[] Bracketed entries indicate Deletion

For any further inquiries, please contact the ISLR of the concerned city

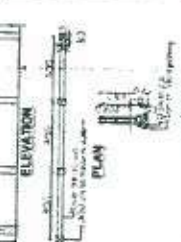
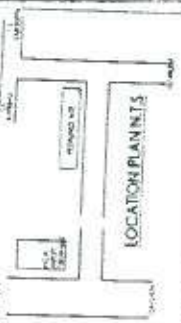
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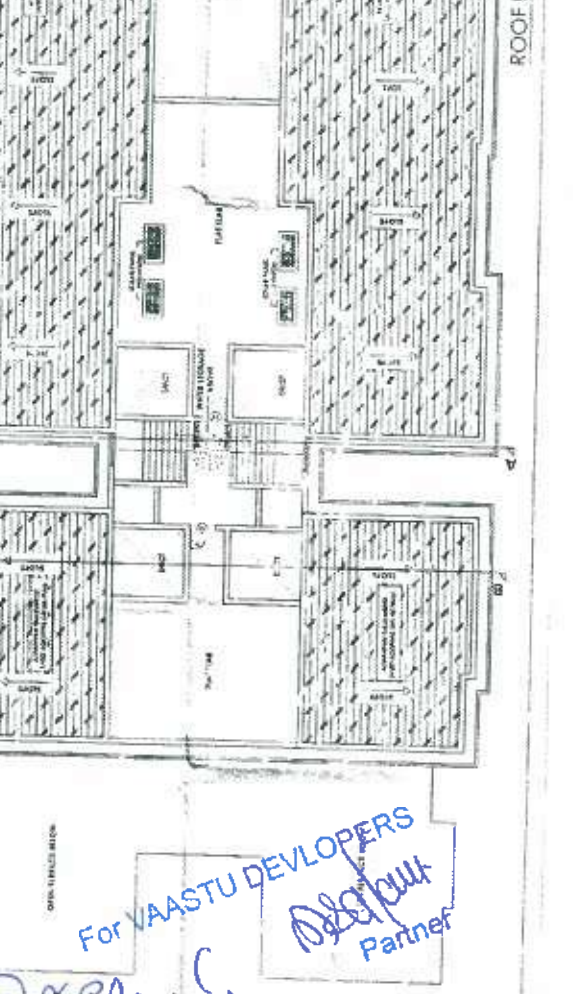
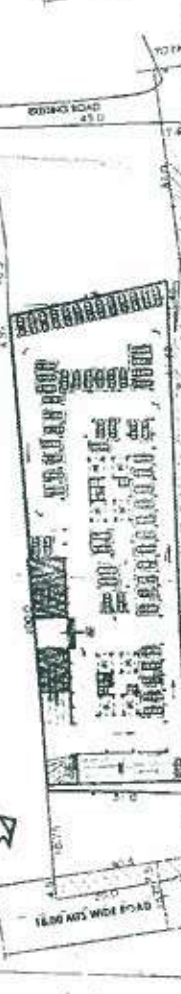
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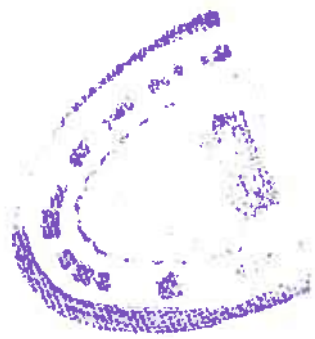
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1	CONCRETE WORK	1000	CU M	
2	BRICKWORK	5000	SQ M	
3	ROOFING	2000	SQ M	
4	PAINTING	1000	SQ M	
5	PLASTER	3000	SQ M	
6	GLAZING	1500	SQ M	
7	MECHANICAL	500	SQ M	
8	ELECTRICAL	200	SQ M	
9	WATER SUPPLY	100	SQ M	
10	SEWERAGE	100	SQ M	
11	LANDSCAPING	500	SQ M	
12	ROADWORK	1000	SQ M	
13	UTILITIES	500	SQ M	
14	FINISHES	1000	SQ M	
15	MECHANICAL	500	SQ M	
16	ELECTRICAL	200	SQ M	
17	WATER SUPPLY	100	SQ M	
18	SEWERAGE	100	SQ M	
19	LANDSCAPING	500	SQ M	
20	ROADWORK	1000	SQ M	
21	UTILITIES	500	SQ M	
22	FINISHES	1000	SQ M	
23	MECHANICAL	500	SQ M	
24	ELECTRICAL	200	SQ M	
25	WATER SUPPLY	100	SQ M	
26	SEWERAGE	100	SQ M	
27	LANDSCAPING	500	SQ M	
28	ROADWORK	1000	SQ M	
29	UTILITIES	500	SQ M	
30	FINISHES	1000	SQ M	

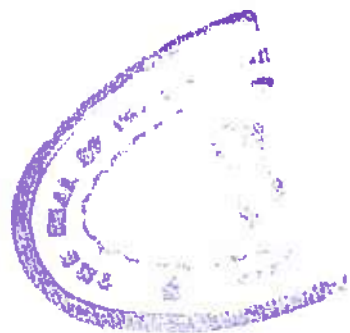


Handwritten signatures and notes in blue ink.

For VAASTU DEVELOPERS
 Partner

earth works
 10000
 10000







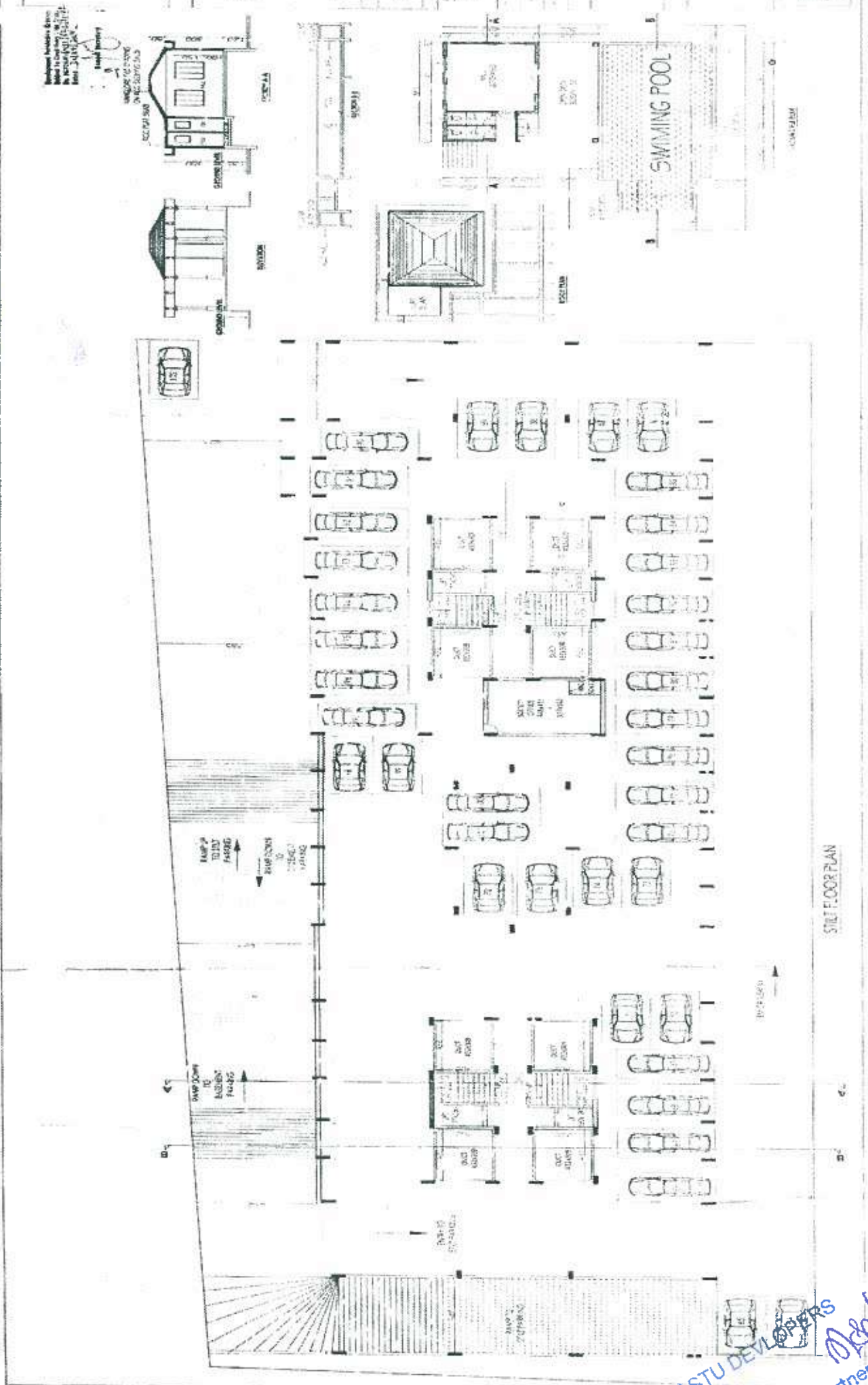
SCHEDULE OF SERVICES
 D-11/02/20
 D1-30/03/20
 D1-30/03/20
 D2-30/03/20
 V-60/00
 W-00/01/20
 R2-15/01/20
 R2-10/01/20
 R3-15/01/20

PROJECT
PROPOSED COMMERCIAL & RESIDENTIAL BUILDING AND COMPOUND WALL FOR MR. ASHOK DASANI ON PLOT A DASANI CHALTA NO. 3 ON LAND BEHIND CHALTA NO. 3 P.T. SHEET NO. 59 AT MARGAO COA.

MR. ASHOK DASANI

SUBMISSION DRAWING SECTION, ELEVATION, FLOOR PLAN

earth works



STREET FLOOR PLAN

Shree Shree
 11/11/2020

For VAASTU DEVELOPERS
Partner



SCHEDULE OF OPENINGS

D : 110X250
D1 : 80X220
D1 : 50X 250
D2 : 60X230
V : 60X60
V1 : 100X120
W2 : 115 X130
W3 : 100 X130
W3 : 150 X130

PROJECT

PROPOSED
COMMERCIAL &
RESIDENTIAL BUILDING
AND COMPOUND WALL
FOR MR. ASHOK
DASANI ON PLOT A
ON LAND BEARING
CHALTA NO. 3
P.T. SHEET NO. 58 AT
MARGAO GOA

CLIENT

MR. ASHOK DASANI

LOADING TYPE

SUBMISSION DRAWING

FLOOR PLAN

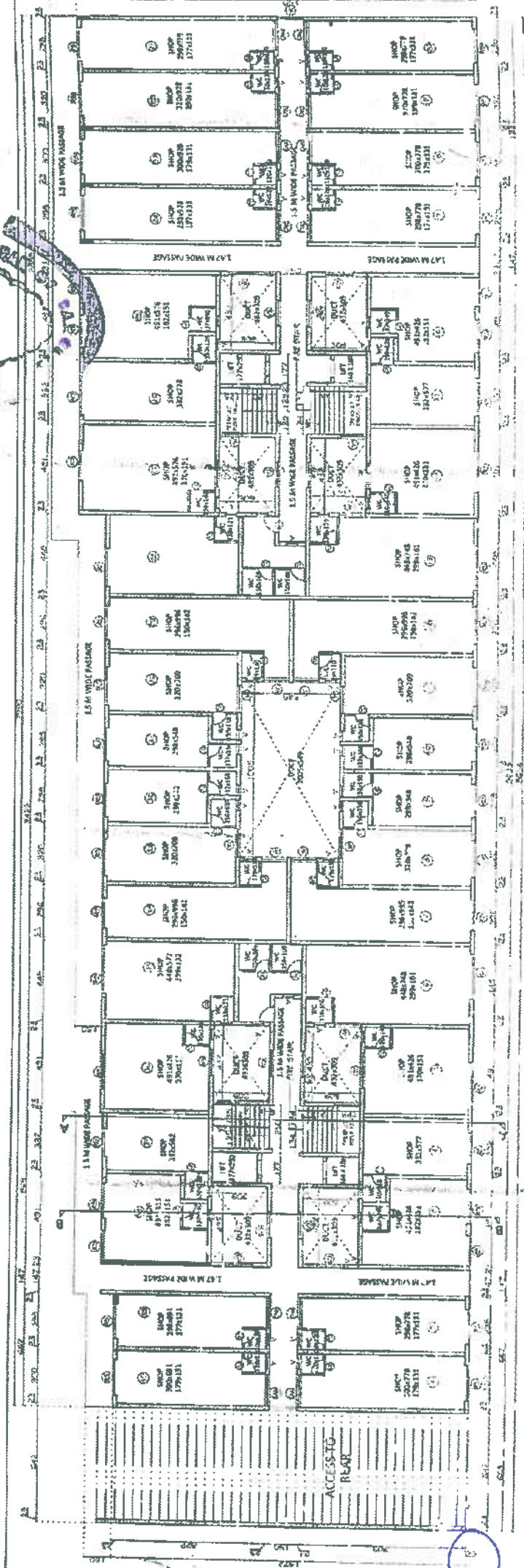
NO.	DATE	BY	REVISION

APPROVALS

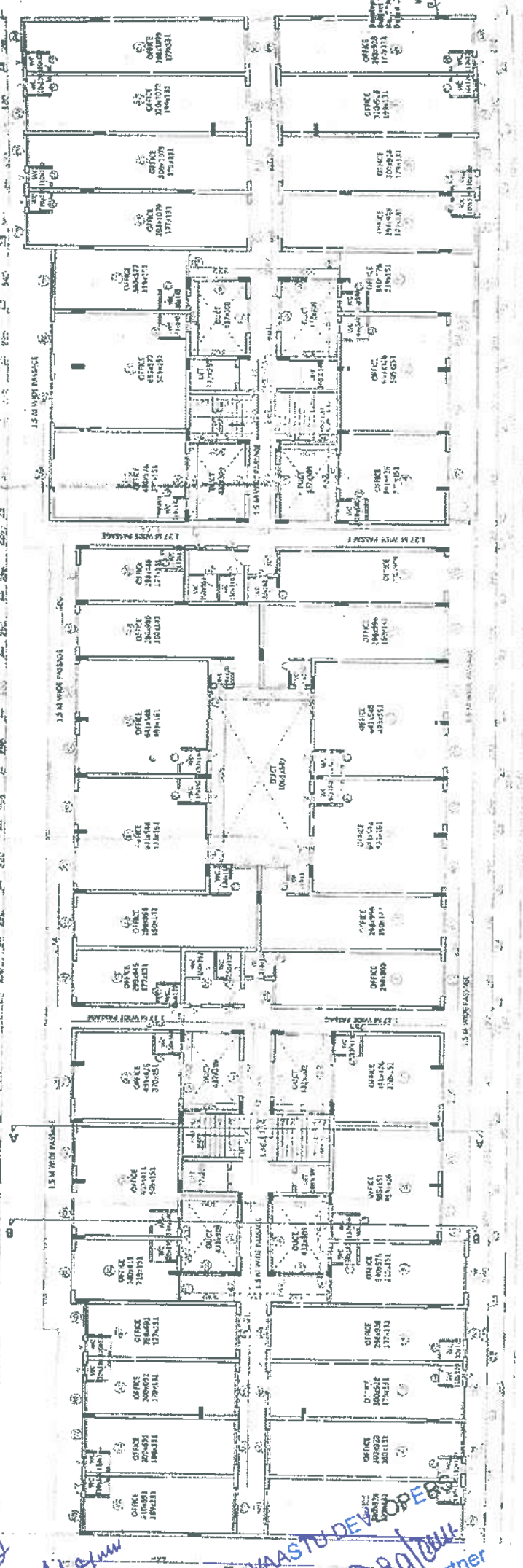
APPROVED FOR THE CLIENT
BY: _____
DATE: _____

APPROVED BY THE ARCHITECT
BY: _____
DATE: _____

earth works
rajgopal.com



GROUND FLOOR PLAN



FIRST FLOOR PLAN

Handwritten signature and notes:

11.11.2011

FOR MASTER DEVELOPER

Partner



SCHEDULE OF OPENINGS

D 1:10X250
D1:90X220
D1:90X 250
D2:80X220
V:60X90
W:100X120
W2:115 X190
W2:100 X130
W3:150 X130

PROJECT

PROPOSED
COMMERCIAL &
RESIDENTIAL BUILDING
AND COMPOUND WALL
FOR MR. ASHOK
DASANI ON PLOT A
ON LANJ BEARING
CHALTA NU. 3
P.T. SHEET NO. 58 AT
MARGAO GOA

MR. ASHOK DASANI

DRAWING TYPE

SUBMISSION DRAWING

FLOOR PLAN

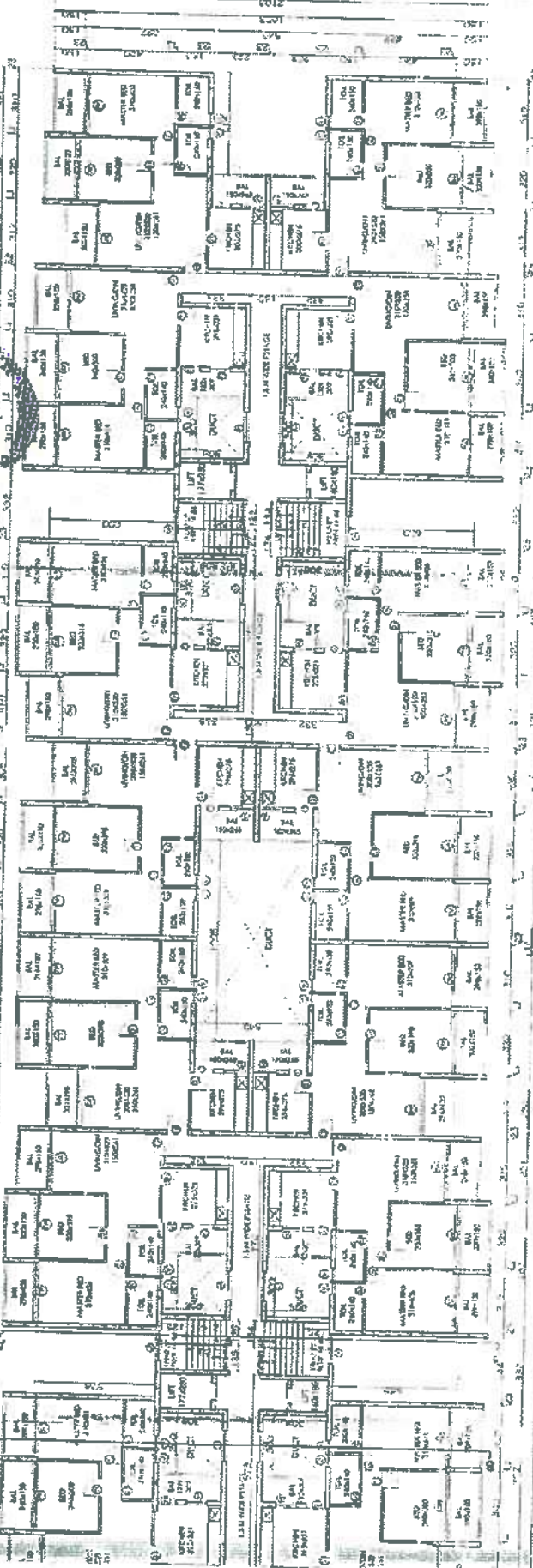
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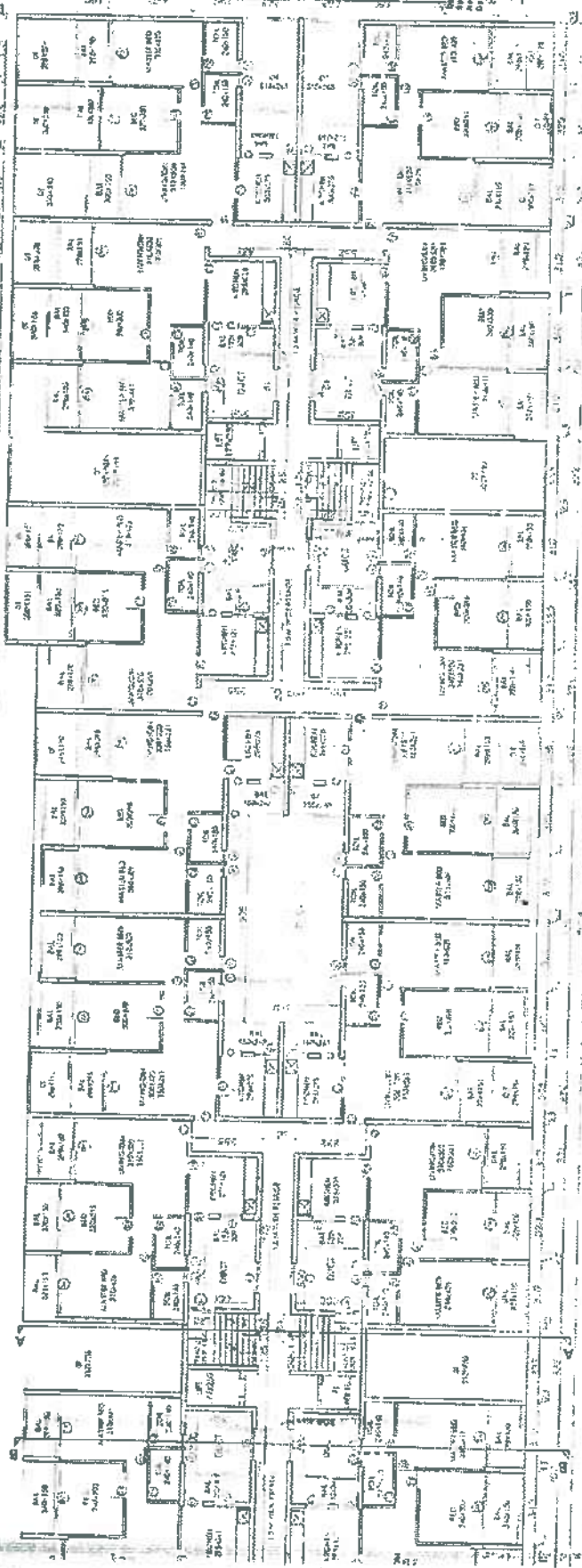
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REVISION

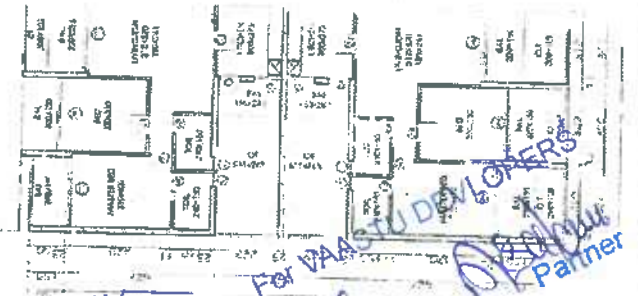
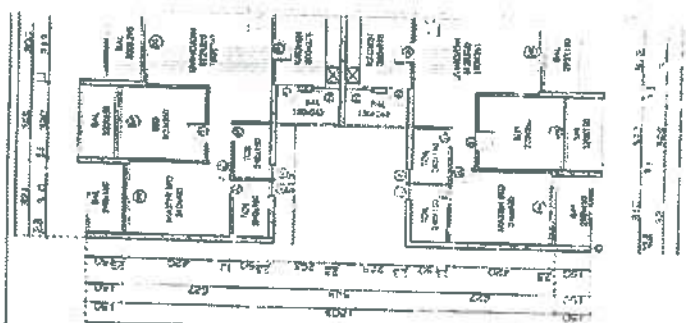
earth works



TYPICAL THIRD & FIRST FLOOR PLAN



SECOND FLOOR PLAN



Demise

For VAA

Partner

FOR VAA ARCHITECTS DEVELOPERS

Partner



SCHEDULE OF OPENINGS
 D : 110X250
 D1 : 90X220
 D1 : 90X 250
 D2 : 60X220
 V : 60X200
 W : 100X120
 W2 : 115 X 130
 W3 : 100 X 130
 W3 : 150 X 130

PROJECT
 PROPOSED
 COMMERCIAL &
 RESIDENTIAL BUILDING
 AND COMPOUND WALL
 FOR MR. ASHOK
 DASANI ON PLOT A
 ON LAND BEARING
 CHALTA NO. 3
 P.T. SHEET NO. 58 AT
 MARGAO GGA

CLIENT
 MR. ASHOK DASANI

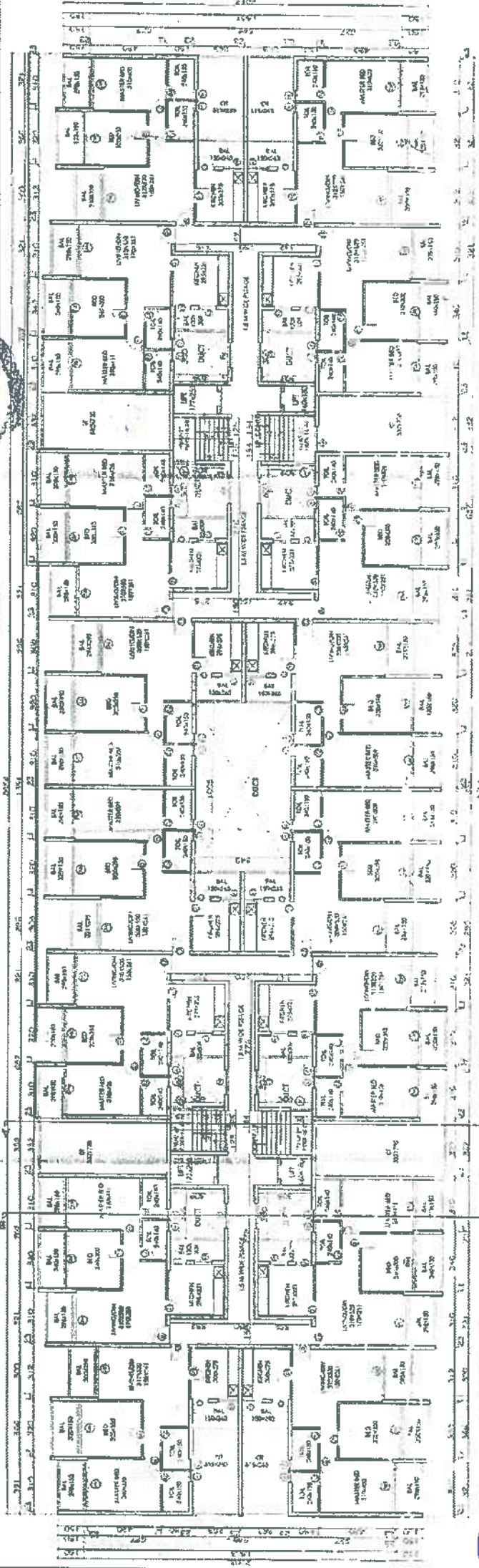
DRAWING TYPE
 SUBMISSION DRAWING

FLOOR PLAN

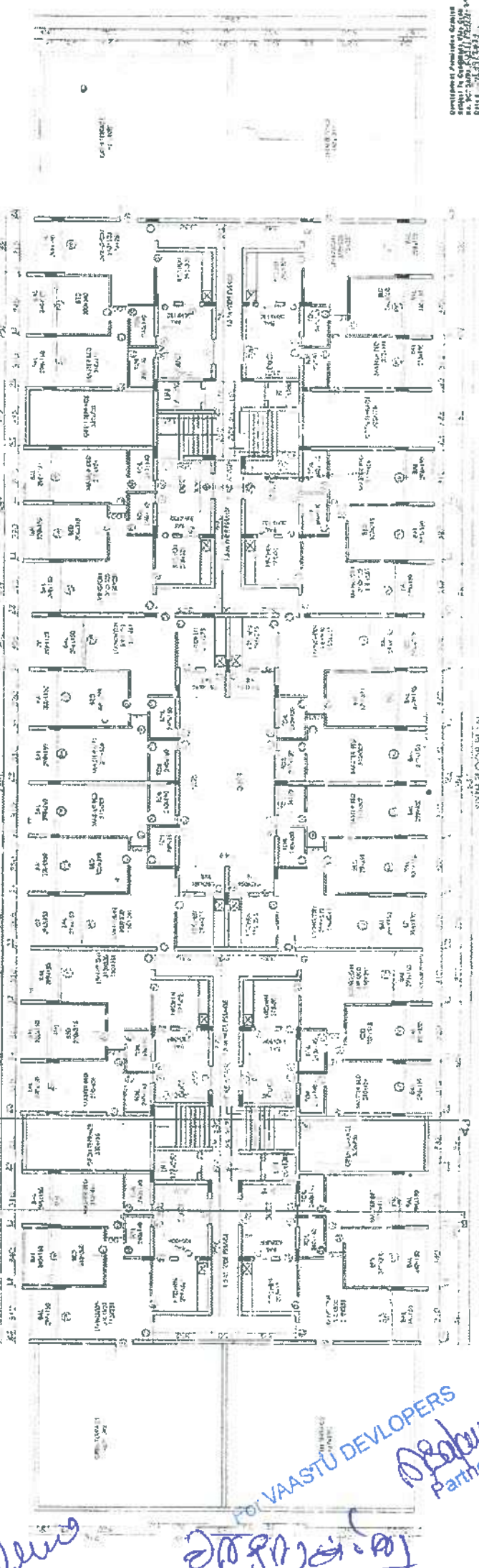
OWNER

SCALE
 1:100
 1:200
 1:500
 1:1000

DATE
 15/05/2024



FOURTH FLOOR PLAN



FIFTH FLOOR PLAN

Handwritten signatures and notes in blue ink:
 - A large signature on the left.
 - A signature in the middle with the word "Partner" written below it.
 - A signature on the right with the text "POT VAASTU DEVELOPERS" written above it.

Completion Certificate
 subject to approval of the
 P.T. SHEET NO. 58 AT
 MARGAO GGA





SCHEDULE OF OPENINGS
D 1: 10X250
D 1: 80X220
D 1: 80X 250
D 2: 60X220
V: 60X80
M: 100X120
W2: 100 X 130
W3: 150 X 130

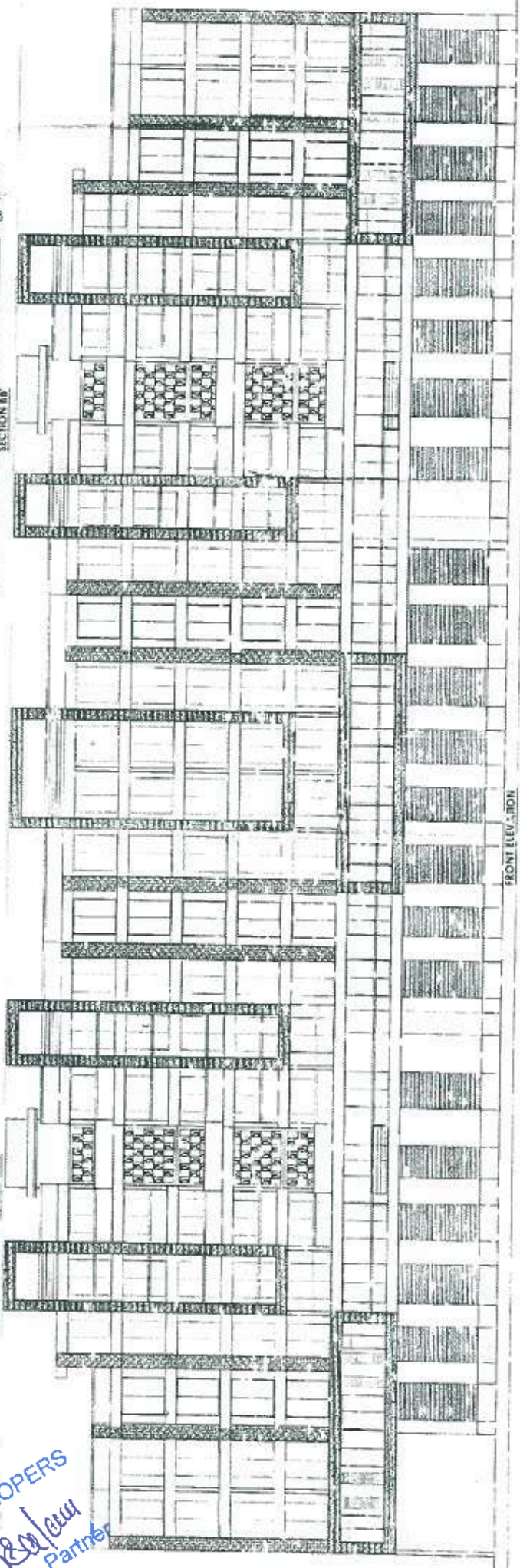
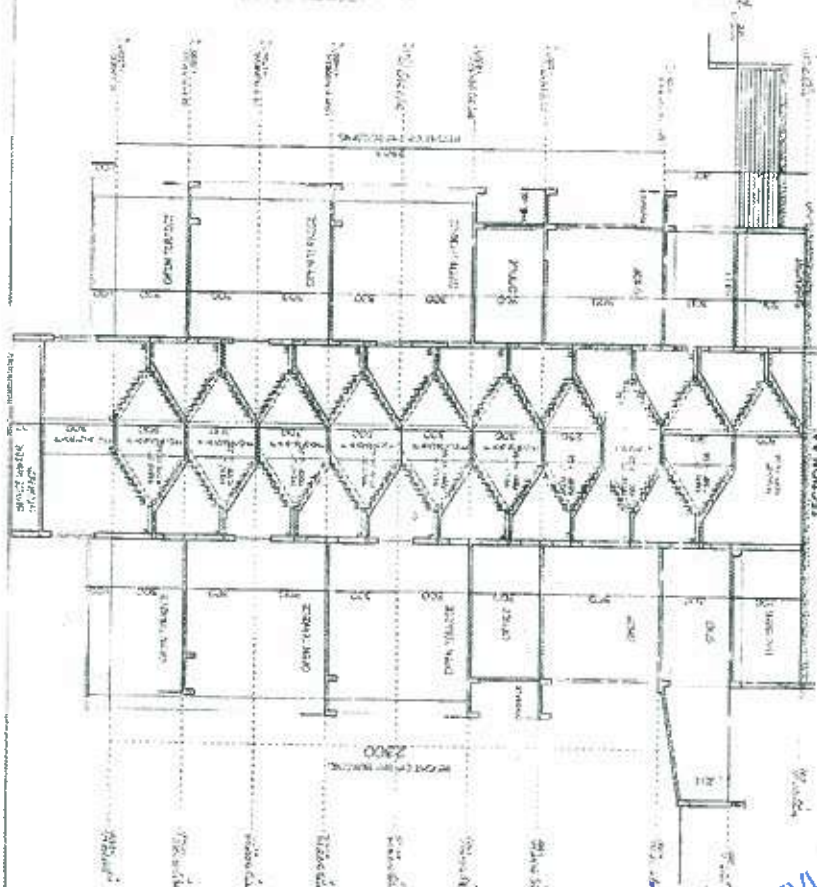
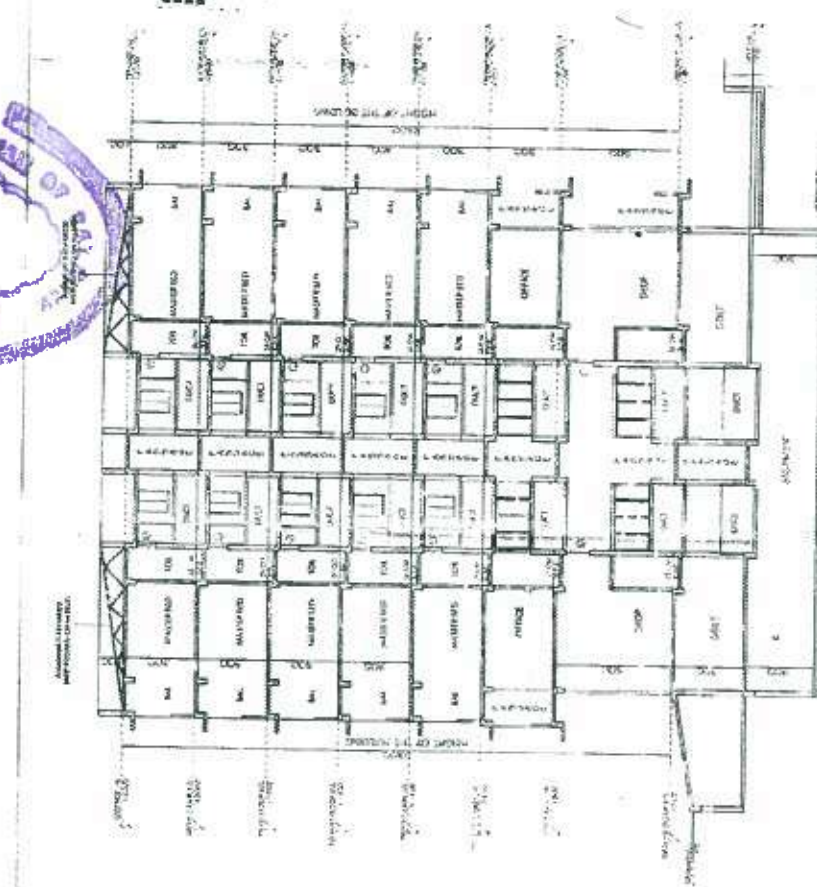
PROJECT
**PROPOSED
COMMERCIAL &
RESIDENTIAL BUILDING
AND COMPOUND WALL
FOR MR. ASHOK
DASANI ON PLOT A
ON LAND BEARING
CHALTA NO. 3
P.T. SHEET NO. 59 AT
MARG-O GOA**

CLIENT
MR. ASHOK DASANI

DRAWING TYPE
SUBMISSION DRAWING
SECTIONS & ELEVATION

DATE: 20/08/2024	SCALE: 1/8"
DATE: 20/08/2024	SCALE: 1/8"
DATE: 20/08/2024	SCALE: 1/8"

ARCHITECT
earth works
ARCHITECTS
P. T. SHEET NO. 59 AT
MARG-O GOA



Darius
AS
For VAASTU DEVELOPERS
Partner



**South Goa Planning &
Development Authority**



Ph:2731781

Ph:2714495

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

Ref. No. SGPDA/P/6451 /DC-2143 / 495 /21-22

Date: - 25/8/2021

FORM - F

- 1) Name of Assessee: Mr Ashok Dasani, C/o Upendra P. Kamat, G-1, Amarvan, Vidyanagar, Margao - Goa.
- 2) Explain in short if assessee has sufficient interest in land to carry out development :
Application is done under Section 44 TCP Act, 1974 for the construction of residential cum commercial building.
- 3) Survey no. and city village, of plot to be developed :
Plot No. A, Chalta No. 3 of P. T. Sheet No. 58 situated at Fatorda, Margao - Goa
- 4) Nature of Development
i) Multi Family dwelling
ii) Commercial building
- 5) Zone of Area as per ODP-2028 Partly Commercial C-1/Partly Settlement S-1 zone
- 6) Is the proposed development as per Rules? Subject to condition
- 7) Method of assessment (Sq.mts. of Land Area/Running Mts.)
- 8) F.A.R. 100% & 200%
- 9) Total length/area
Charges for change of land 3980.32Sq.m x Rs.32/-per m2 =Rs.1,27,360.00
Dev/charges for Commercial use 16183.65Sq.m x Rs.24/-per m2 =Rs.3,88,407.60
Dev/charges for compound wall 159.29Rmt x Rs.10/- per Rmt =Rs. 1,592.90
Grand Total =Rs.5,17,360.50
Rounded to =Rs.5,17,361.00
- 10) Any other remarks
a) Payment is to be made by Pay-Order/D.D./Banker's cheque in favour of this Authority.
b) Payment is to be made within one month from the date of issue, failing which the file will be closed.

Shailesh Bhagat
Planning Assistant
Date:


Ranjit M. Borkar
Member Secretary

ASSESSMENT ORDER NO.

- i) Application duly made in form 'C' and hearing completed.
ii) Assessment made after service of notice and hearing completed.
iii) Best judgment assessment made as applicant did not attend hearing Development charges payable :
Rs.5,17,361/- (Rupees Five Lakh Seventeen Thousand Three Hundred Sixty-One Only)
iv) Assessment is refused/postponed for the following reason.

ACKNOWLEDGEMENT

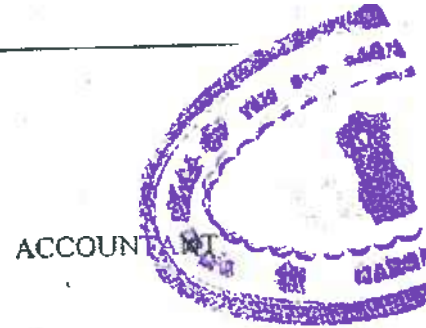
Receipt No. _____ Date _____

The South Goa Planning and Development Authority has received

(Rupees _____)

) by Challan/Demand Draft No. _____ dated _____ towards payments of

Development Charges towards Order No. _____ Dated _____



Remarks

- 1) The assessment of development charge sections 100 of the Act does not bind the Authority to approve the plans to be submitted for Development Permission.
- 2) Any further charges that may be found due at any later date shall be recovered by this Authority as Arrears.

ACCOUNTANT

SOUTH GOA PLANNING & DEVELOPMENT AUTHORITY

Tel: 2731781 / 2714495

4th Floor, D Wing, Osia Commercial Arcade, Near SGPDA Market Complex, MARGAO, GOA.

Book No.. 64

Receipt No. 6314

Date: 8/9/2021

Received with thanks from Shri / Smt. / M/s. Ashok Dasani

an amount of Rupees Five lakhs seventeen thousand three hundred sixty
one only
towards Dev. charges SUPDAPP/GUST

₹ 517361/-
Cheque subject to Realisation

back

Back
Signature



**South Goa Planning &
Development Authority**



Ph: 2731781

Ph: 2714495

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

Ref.: SGPDA/P/ 6451 / 62-5 / 21-22

Date: 30/09/2021

**Development Permission under Section 44 of the
Goa Town and Country Planning Act, 1974.**

Development permission is hereby granted for carrying out the Construction of Building/ swimming pool/ club house and compound wall as per the enclosed approved plans in the property zoned as Partly Commercial C-1/Partly Settlement S-1 zone in ODP-2028 and situated at Fatorda, Margao Town bearing Plot No. A Chalta No 3 of PTS No. 58 of approved Development Permission no. SGPDA/M/P/569/2443/92-93 date 21.11.1992 & SGPDA/M/P/569/48/93-94 dated 07.04.1993 with the following conditions:-

1. Construction shall be strictly as per the approved plans. No changes shall be effected in the approved plans/ approved built spaces without the prior permission of this Authority.
2. The permission granted shall be revoked, if any information, plans, calculations, documents and any other accompaniments of the application are found incorrect or wrong at any stage after the grant of the permission and the applicant will not be entitled for any compensation.
3. The permission shall be revoked if found expedient to such an action under the provision of section 50 of The Goa Town and Country Planning Act, 1974
4. The development permission will not entitle the applicant for making/laying any claim on water and any other connection from the Government of Goa.
5. The Developer/applicant should display a sign board of minimum size 1.00mts x 0.50mts with writing in black colour on a white background at the site, as required under the regulations.
6. The applicant shall obtain fresh Conversion Sanad under The Goa Land Revenue Code 1968 before the commencement of any development/construction as per the permission granted by this order as the earlier Conversion Sanad no. AC-1/SG/CONV/03/2013/6916 dated 09.07.2013 issued was considering the zoning of the said property as settlement S - 1 (100 FAR) however as per the present zoning of the said property is commercial C-1 zone with 200 FAR.
7. The soak pit should not be located within a distance of 15.00 meters from any other existing well in the plot area/plan.
8. The commencement and the completion of the work shall be notified to the Authority in writing in appropriate forms.
9. Completion Certificate has to be obtained from this Authority before applying for Occupancy certificate from the licensing Authority.
10. Storm water drain should be constructed along the boundary of the effected plot abutting to the road.
11. Adequate Utility space for the dustbin, Transformer etc. should be reserved within the plot area.
12. The applicant/occupier of any hilly or sloppy land or any low-lying land shall by himself or through his servants or agents or any other person, shall not undertake the work of cutting of any hilly or sloppy land or filling up of any low-lying land before the commencement of the work, without obtaining the prior permission as required under section 17(A) of the Goa TCP Act, 1974
13. The ownership of the property shall be verified by the licensing body before the issuing of the licence.
14. The road widening area shall be gifted to MMC/local Authority before applying for completion certificate in case the same is utilized for F.A.R.



15. The setbacks, coverage & F.A.R shall be strictly maintained as per approved plans & as per rules in force.
16. The stilt areas proposed for parking shall be kept open at least three side and shall not be covered in any fashion at any point of time and shall not be converted and used for other uses besides parking of vehicles of the residents of the building only.
17. The structure that is shown for demolition shall be demolished before applying for completion certificate.
18. The tenancy/mundkarial right if any shall be protected as per Tenancy Act/prevaling rules.
19. The incorporation of "Rain Water Harvesting" is mandatory and building shall be planned, designed and constructed with provisions for "Rain Water Harvesting" as per guidelines issued by government.
20. Minimum 15% open space will have to be strictly maintained exclusively for recreational use.
21. The building shall be planned, designed and constructed with barrier free access and non-discriminatory access as required under Section 44, 45 and 46 of "The Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (in case of public buildings.)
22. The building shall be designed & constructed in accordance with Part IV of the Fire Protection of National Building Code of India. The provisions of fire fighting requirements, arrangements and installations such as Fire escape staircase shall be mandatory for high rise buildings and NOC from Fire Department shall be obtained for high rise buildings. The Margao Municipal Council shall ensure about the said NCC prior to issue of construction licence
23. Sufficient arrangement shall be made within the plot itself for collection and onward disposal/treatment of the garbage and that proper arrangement should also be made for segregation of biodegradable waste and non-bio degradable waste caused by the residential/commercial activities in the plot and the same shall be treated within the plot by creating adequate waste/garbage treatment facilities like vermi-compost etc. such that the same shall not be detrimental to the surrounding residential area by emission of smoke, noise, offensive odour or harmful waste. This arrangement shall be made available from hygiene point of view. This arrangement/composting unit shall be developed and made available on site as per directives issued by Hon'ble high court.
24. The access to the rear shall be kept free from all obstructions at all times.
25. In case of any cutting of sloppy land or filling of low-lying land, beyond permissible limits, prior permission of the Chief Town Planner shall be obtained before the commencement of the works as per the provisions of Section 17(A) of The Goa Town and Country Planning Act, 1974.
26. This development permission shall not in any way construed to be a document confirming any or all of the following:
 - i) Title or interest of the holder of the permission to be the relevant land or building or both.
 - ii) Boundaries of the relevant site for which permission has been obtained or.
 - iii) Any easement thereon or there from.
27. Adequate care shall be taken so as to make available the parking provision as approved and it shall be seen that the proposed development does not create any traffic congestion by virtue of parking of vehicles along the public roads.
28. Parking of vehicles shall be strictly carried out as per provision shown in basement and stilt and the entire parking arrangement shown on the plan shall be strictly developed and made available on site inclusive of all the entry, exit points, ramps with required gradient etc. complete and free from any obstruction/hindrances of any type which may in any reduce the parking availability.
29. In case of any area acquired by any government/other depts. adjoining the property or through the property the same shall be duly verified and confirmed with the concerned acquiring department before commencement of work.
30. All drains existing on the site shall be strictly maintained with dimensions in width and depth as per the site conditions and as per prevailing storm water flow during monsoons at the time of filling the land in question.





31. No openings of any type shall be allowed along the dead wall and at no stage the rainwater from sloping roof or otherwise shall flow into adjacent property.
32. The road widening area shall be properly developed along with the gutter constructed before applying for completion/occupancy certificate.
33. The owner shall take all precautionary measures to ensure that no damage is caused to the adjoining building while carrying out proposed Construction.
34. Applicant shall dispose the construction debris at his/her own level and/or the same shall be taken to the designated site as per the disposal plan given by the applicant in the Affidavit to be produced to the Corporation/Municipal Council/Village Panchayat (as the case may be).
35. The gates shall open inwards only and traditional access and natural water drain if any passing through the property shall not be blocked and to be maintained to the satisfaction of the local Authority.
36. The Development Permission is issued having regards to Section 44(4)(i)(ii)(iii)(iv), Section 42, and Section 134 of TCP Act, 1974
37. If HT/LT line passing through the property, NOC from Electricity Department shall be obtained by the applicant, prior to putting the foundation of construction, Demarcation of road alignment in case of plot sub-division.
38. An adequate opening at the bottom of the compound wall shall be kept, so that no cross drainage is blocked for the free flow of water, so as to avoid the stagnation of water in whatever form.
39. Along the intersection of streets no compound wall shall be raised to a height of more than 1.00mtrs from the crown of the road for a length of 9.00 mtrs from the intersection corner of the plot on both side of the plot.
40. Trees if any shall be cut with prior permission of the concerned Authority.
41. As per order dated 17.02.2020 passed in PIL W.P. 65/2019 the development permission is granted subject to further order in this petition.
42. NOC/Clearance from the Directorate of Fire and Emergency Services shall be insisted before issuing the construction license by the local bodies.
43. The development has to be strictly carried out in accordance with the provisions of the Goa Land Development and Building Construction Regulations 2010.
44. This development permission has been issued based on the provisions of finally notified ODP of Margao, which is in force and as per the provisions of Section 44(4) of the TCP Act, 1974.
45. This Development Permission is issued based on the submission of an affidavit dated 16.07.2021 by Mr Ashok Surardas Dasani executed before Adv Anil Kumar Ojha having registration no. 15193 at Mumbai, wherein it is stated that Smt Deija Verlekar filed special civil suit no. 40/2014/II in which there is no interim relief claimed by her and also she has no right, title in the said plot. Further, informed that the agreement with Mr Krishna Verlekar dated 26.06.2005 stands terminated and has no legal effects. The Margao Municipal Council being a competent Authority to verify ownership documents, shall confirm about the ownership issue before issuing construction licence (Copy of the affidavit submitted is enclosed herewith)
46. The 15% reserved open space shown in the site plan shall be strictly developed and encroachment as noticed shall be removed from the area under proposed open space in order to facilitate residents/occupants of the building to utilise the same for their recreational activities. The Margao Municipal Council shall ensure about encroachment issue if any within proposed open space before issuing licence.
47. The Development Permissions issued is based on the earlier sub-division approved issued by SGPDA vide no SGPDA/P/1908/1137/06-07 dated 28.08.20016 and also based on the Development Permission issued vide no. SGPDA/M/P/569/43/93-94 dated 07.04.1993 for row houses already constructed in the western side of said property. The legality of the said row houses shall be verified and confirmed by the Margao Municipal Council before issuing licence.



An Engineer who designs the RCC structure of the project proponent is liable for structural designs and stability of the project, structural liability Certificate issued by Engineer Mr Dattaprasad J. S. Borkar, dated 05.07.2021 Reg. No. SE/0004/2016

THIS PERMISSION IS ISSUED WITH REFERENCE TO THE APPLICATION DATED 06.07.2021 UNDER SECTION 44 OF THE GOA TOWN & COUNTRY PLANNING ACT 1974, FROM MR ASHOK DASANI

THIS PERMISSION IS VALID FOR **THREE YEARS** FROM THE DATE OF ISSUE OF CONSTRUCTION LICENCE, PROVIDED THE CONSTRUCTION LICENCE IS ISSUED WITHIN THE PERIOD OF THREE YEARS



[Handwritten signature]
(Ranjit M. Borkar)
Member Secretary

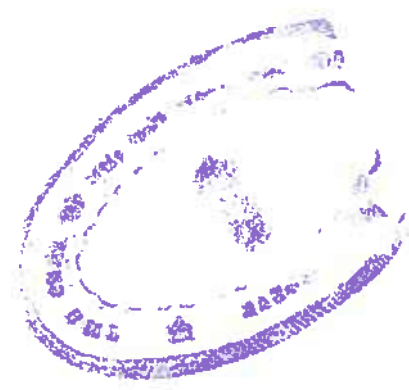
Enclosed: Copy of the Affidavit

To,
Mr Ashok Dasani,
C/o Upendra P. Kamat,
G-1, Amarvan, Vidyanagar,
Margao - Goa.

Copy to: Chief Officer, Margao Municipal Council, Margao

PLANT MORE TREES AND KEEP THE ENVIRONMENT GREEN AND CLEAN.

VOTING IS OUR DUTY, VOTE WITHOUT FEAR.



SPECIAL CIVIL SUIT NO. 40/2014/III

CNR NO. GASG02-002370-2014

ORDER BELOW EXHIBIT 1

**(Delivered on this 6th day of the month of December of the
year 2021)**

Plaintiff endorses that she is withdrawing the suit. The
suit is thus disposed as withdrawn.

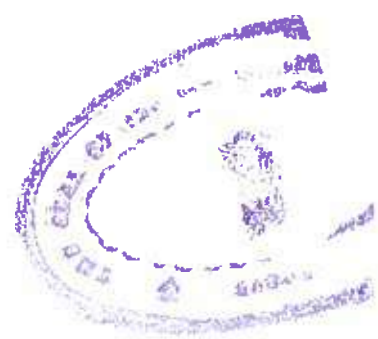
Proceedings closed.

Pronounced in the Open Court.

(Sarika N. Fal Dessai)

IIIrd Addl., Adhoc Senior Civil Judge
Margao

pn



South Goa Planning &



Ph: 2731781

Development Authority.

Ph: 2714495

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

Ref.: SGPDA/P/6451/476/21-22

Date: 25/8/2021

ORDER

- Read: 1) The Goa Tax on Infrastructure Act, 2009. (Goa Act 20/2009)
2) Letter No.45/1/TCP-09/P/3535 dated 30/9/09
3) **NOTIFICATION NO.7/18/2013-LA dated 20/05/2013**
4) **NOTIFICATION NO. 45/1/TCP/09/P/FILE/661 dated 31.03.2021**

Whereas the Infrastructure Tax towards your application for the construction of commercial cum residential building in property bearing Plot No. A Chaita No. 3 of P. T. Sheet No. 58 of Fatorda, Margao has been assessed as Rs.63,93,822/- (Rupees Sixty Three Lakhs Ninety Three Thousand Eight Hundred Twenty Two Only). The calculation of the tax has been assessed @ Rs.140/- per square meter of floor area for residential building and @ Rs.560/- per square meter of floor area for commercial building as per the provisions of the said Act.

Infrastructure Tax Due

Commercial Use	11417.54m ² x Rs.560/-	Rs.63,93,822.40
		Total Rs.63,93,822.40
		Rounded to Rs.63,93,822.00

Now, therefore the said amount shall be deposited by way of challan in the following Budget Head

0217 - Urban Development
80 - General
800 - Other Receipts
01 - 00 - Receipts under Goa Tax on Infrastructure Act, 2009

To,
Mr Ashok Dasani,
C/o Upendra P. Kamat,
G-1, Amarvan, Vidyanagar,
Margao - Goa.


(Ranjit M. Borkar)
Member Secretary





Government of Goa
 Directorate of Accounts
 e-Challan

GOVERNMENT OF GOA

202100909188

Name of the Bank	SBI MARGAO	Treasury	51 DTO-MARGAO
Department	54 - TOWN & COUNTRY PLANNING	UDO	19 - Sr Town Planner, Off. of
Challan Ref. No.	II/36	Date	20/09/2021

Mr Ashok Dasani , Margao Goa

Nature of Remittance

0217 - Urban Development
 80 - General
 800 - Other Receipts

Infrastructure tax towards construction of
 Commercial Cum Residential building

01 - 00 - Receipts under Goa Tax on Infrastructure 6393822

**CLEARING
 PRESENTATION**
 120 SLD
 RECEIVED
 STATE BANK
 LAGW

6393822

Total Amount: 6393822 (Rupees Sixty Three Lakh Ninety Three
 Thousand Eight Hundred Twenty Two Only)

Signature of Remitter

(Customer Copy)

SBI MARGAO
 Signature and Designation
 of the Officer (if required)

Valid upto: 26/09/2021

(Receipt is valid only after bank seal)

Print Date: 20/09/2021

----- Cut Here -----



**South Goa Planning &
Development Authority**



4th Floor, D Wing, Osia Commercial Arcade, Near S.G.P.D.A. Market Complex, Margao, Goa. Ph: 272222

Ref: SGPDA/ZON-143 / 791 / 22-23

Date: 16/09/2022

LAND USE/ZONING INFORMATION


The zoning of the property bearing Chalta No. 3 of P. T. Sheet No. 58 of Margao Town of Salcate Taluka, admeasuring 6056.00 m² is Partly Settlement S-1 zone (F.A.R. 100) and Partly Commercial C-1 (F.A.R. 200) as per ODP – 2028 Margao Planning Area.

- The property is affected by 15.00 mts wide proposed road Northern side and 10.00 mts wide proposed road on Eastern side as shown in ODP-2028 for Margao.
- This information is issued based on the application received on dated 22/03/2022 to be read with Note given below: -

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

Processing fees Rs.3,000/- paid vide receipt No. 7253/73 Jated 09.09.2022.


(Sanjivani Gaunkar)
Planning D'Man Gr.I



Vinod Kumar Chandra
Member Secretary

To,
Mr. Ashok Dasani,
C/o Upendra Kamat,
G1, Amarvan,
Vidhyanagar, Margao – Goa,

Note:- The land use/zone information provided is as per ODP – 2028 Margao 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, Highway Act, Ancient Monuments and Archeological Sites and Remains Act, (State and Central), EIA notification issued by MOUF, Coastal Regulation Zone, including section 17A of the TCP Act.

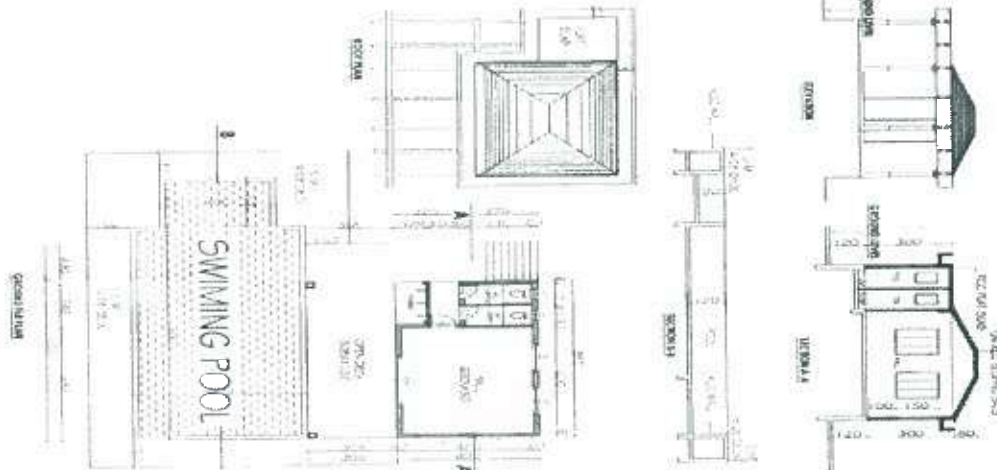
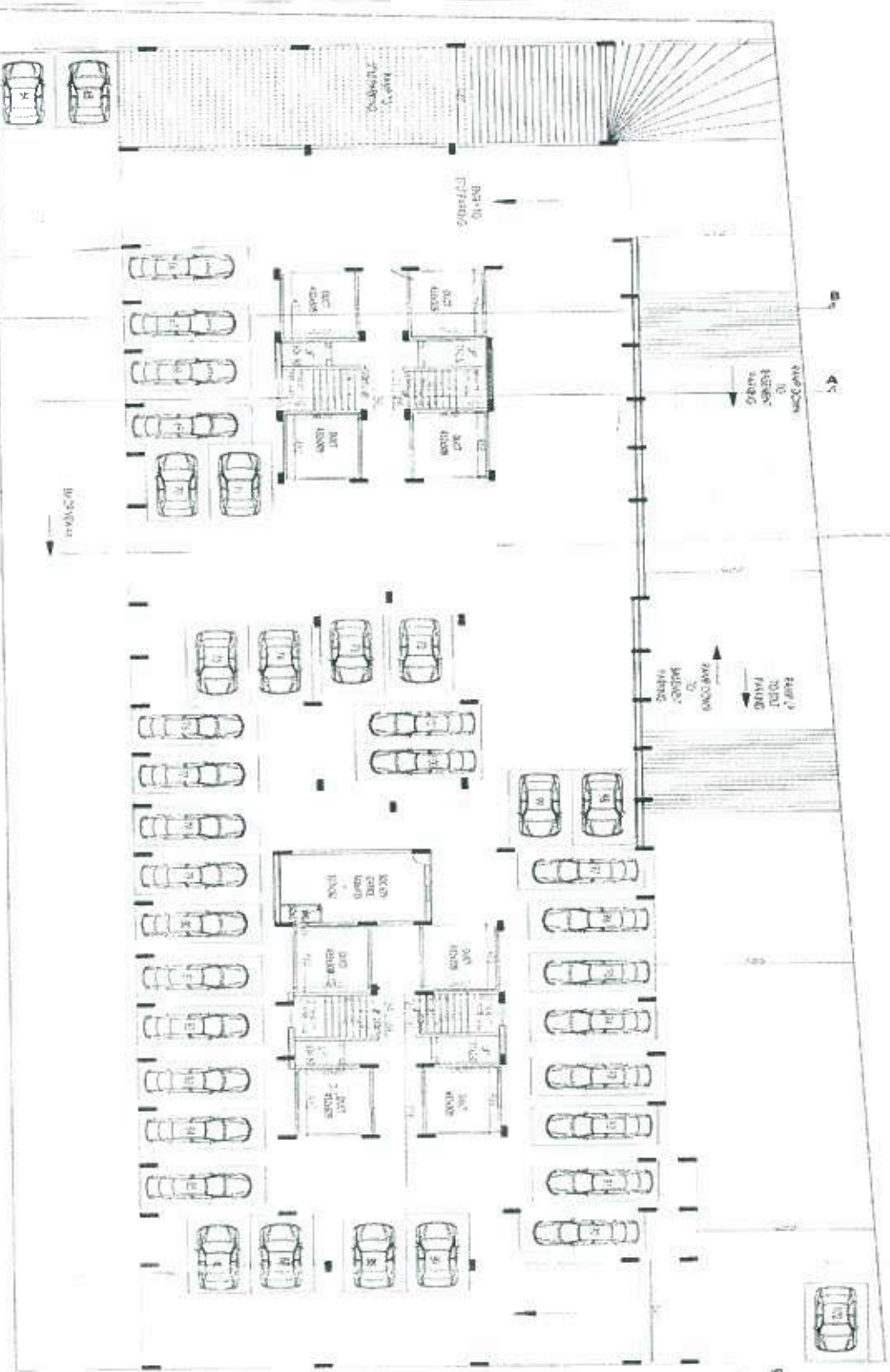
The permission granted shall be revoked, if any information, plans, calculations, documents and any other accompaniments of the application are found incorrect or wrong at any stage after the issuance of this certificate.

This land use/zonings information is issued on the request of the applicant.



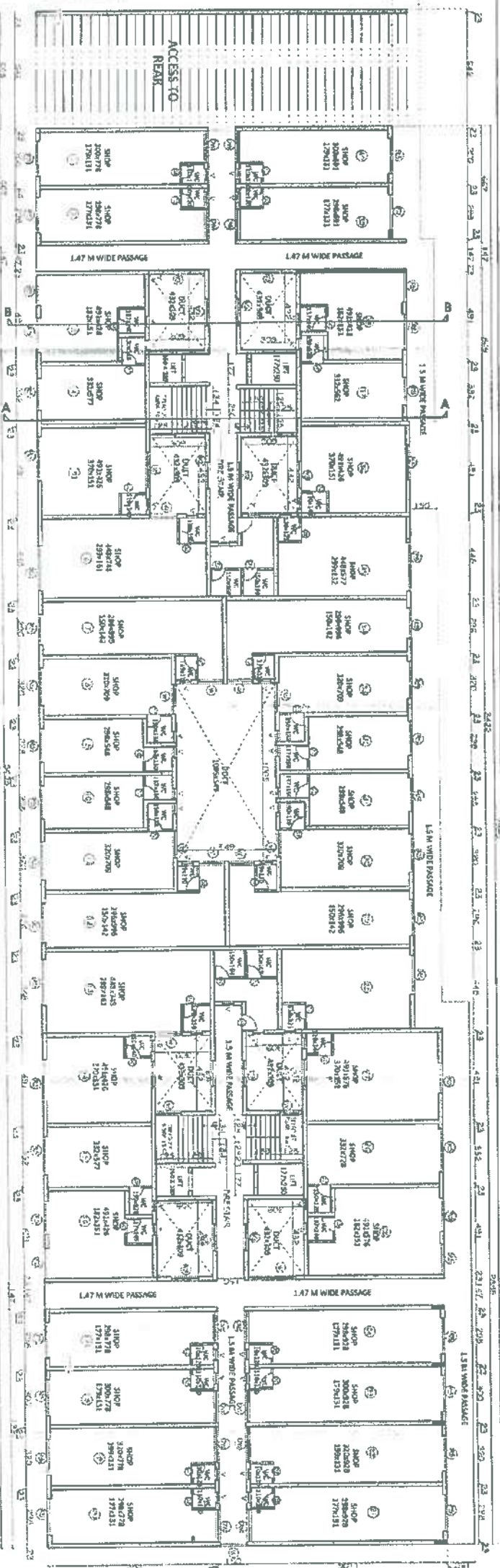


FIRST FLOOR PLAN

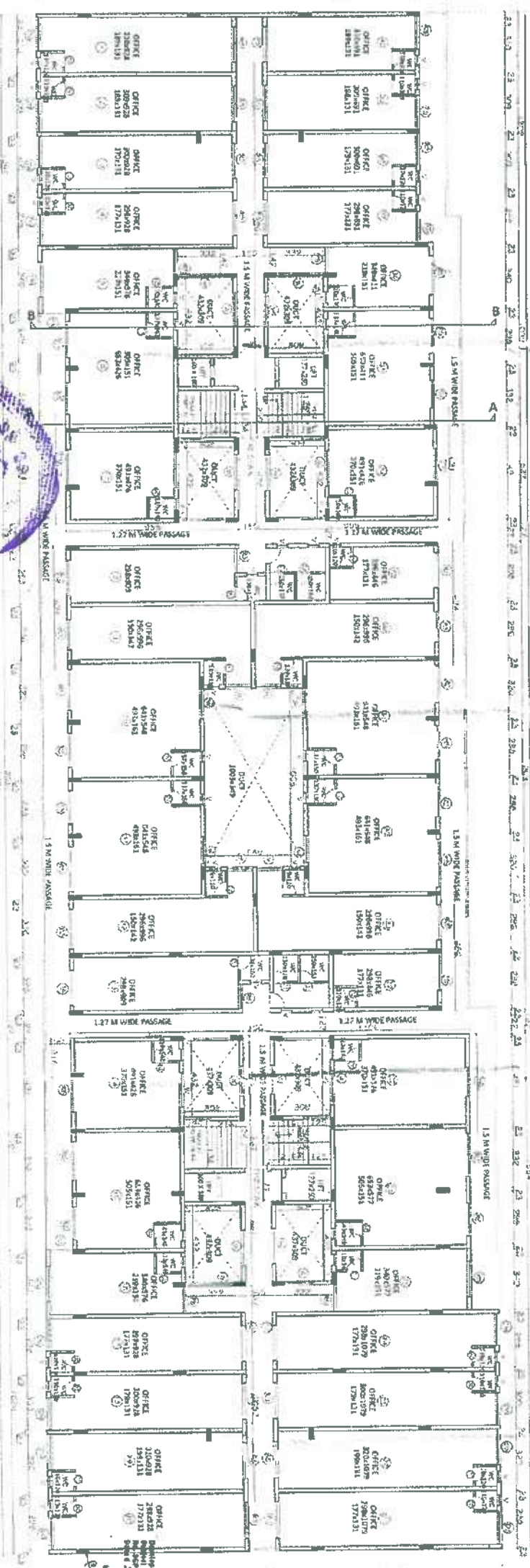


	<p>MR. ASHOK DASANI</p>	
	<p>PROPOSED COMMERCIAL & RESIDENTIAL BUILDING AND CONROUND WALL FOR MR. ASHOK DASANI ON PLOT A ON LAID BEARING CHALTA NO. 3 P.T. SHEET NO. 58 AT MARGAO GOA</p>	
	<p>SCHEDULE OF COSTS</p>	
	<p>D-11-02950</p>	<p>D1-30X220</p>
<p>D1-50X 250</p>	<p>D2-20X220</p>	
<p>V-522980</p>	<p>W1-001-22</p>	
<p>W2-1.5 X 1.50</p>	<p>W2-1.00 X 1.50</p>	
<p>W3-1.50 X 1.20</p>		





GROUND FLOOR PLAN



FIRST FLOOR PLAN



SCHEDULE OF OPENINGS

D : 110X250
D1 : 90X250
D1 : 90X 250
D2 : 60X220
V : 50X80
W1 : 100X120
W2 : 115 X130
W2 : 100 X130
W3 : 150 X130

PROJECT

PROPOSED
COMMERCIAL &
RESIDENTIAL BUILDING
AND COMPOUND WALL
FOR MR. ASHOK
DASANI ON PLOT A
ON LAND BEARING
CHAITA NO. 3
P.T. SHEET NO. 58 AT
MARGAO GOA

CLIENT

MR. ASHOK DASANI

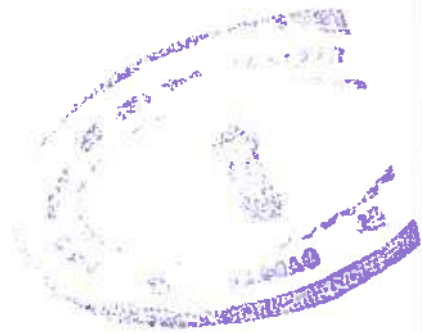
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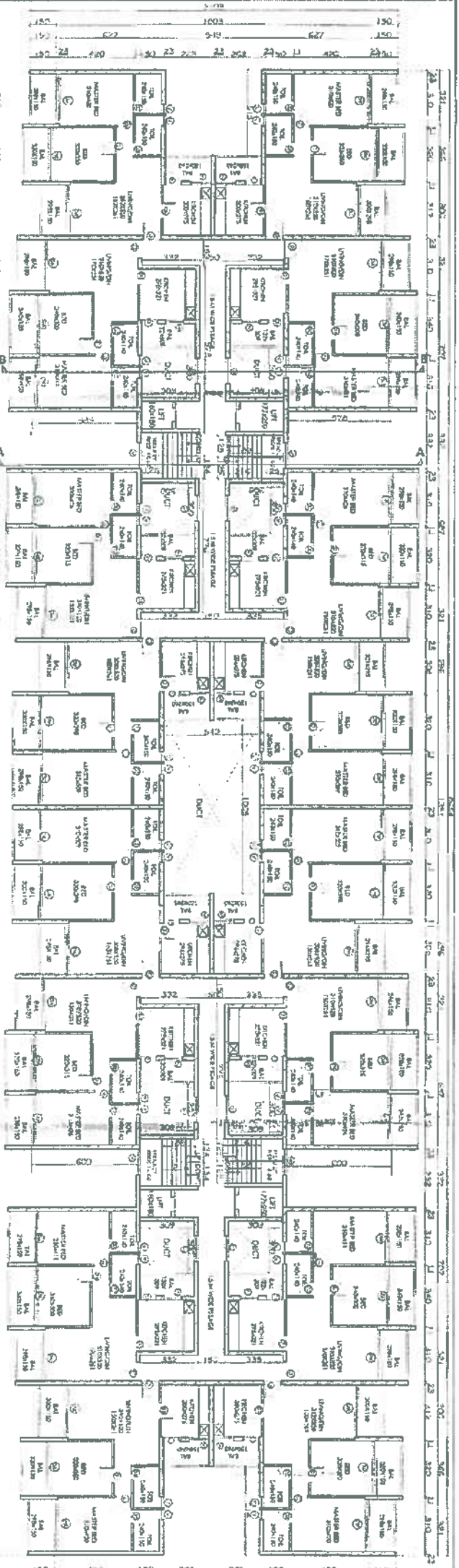
SUBMISSION DRAWING

FLOOR PLAN

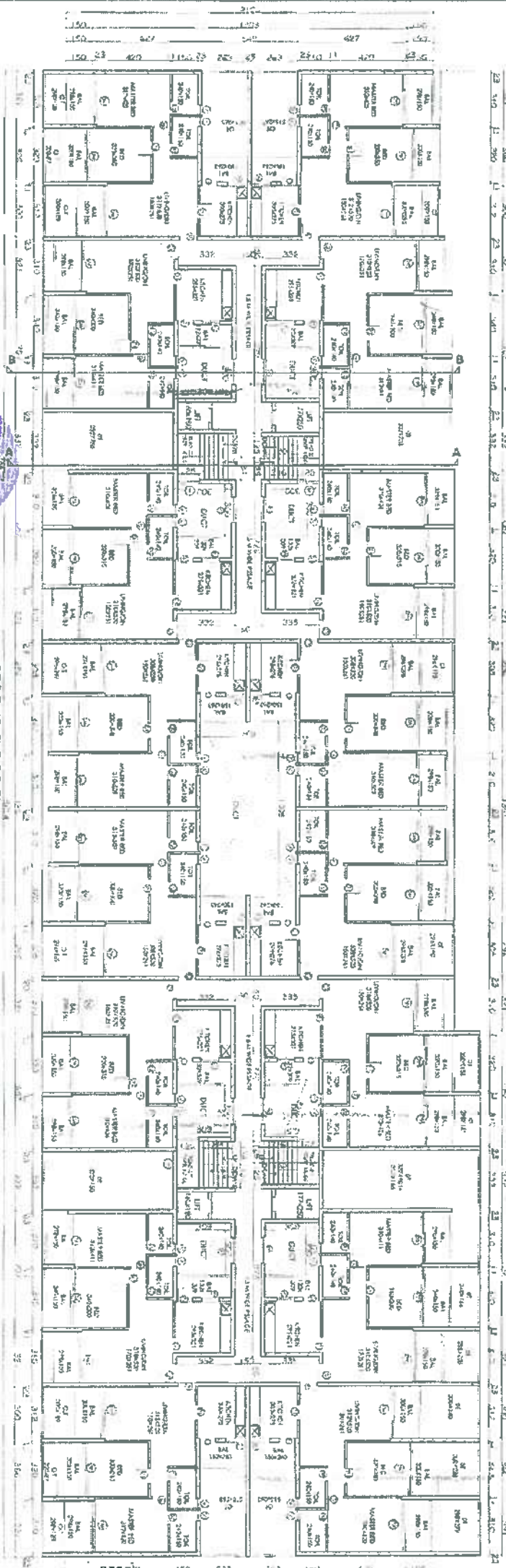
Architect
M/S. S. S. S.
REGISTERED ARCHITECT
No. 10, A, Margao
Goa







TYPICAL THIRD & FIFTH FLOOR PLAN



SECOND FLOOR PLAN

SCHEDULE OF OPENINGS

D : 1: 10X250
D1 : 90X250
D1 : 90X 250
D2 : 80X220
V : 60X80
W : 100X120
W2 : 115 X130
W2 : 100 X130
W3 : 150 X150

PROPOSED
COMMERCIAL &
RESIDENTIAL BUILDING
AND COMPOUND WALL
FOR MR. ASHOK
DASANI ON PLOT A
ON LAND BEARING
CHALTA NO. 3
P.T. SHEET NO. 58 AT
MARGAO GOA

CLIENT
MR. ASHOK DASANI

DRAWING TITLE
SUBMISSION DRAWING
FLOOR PLAN

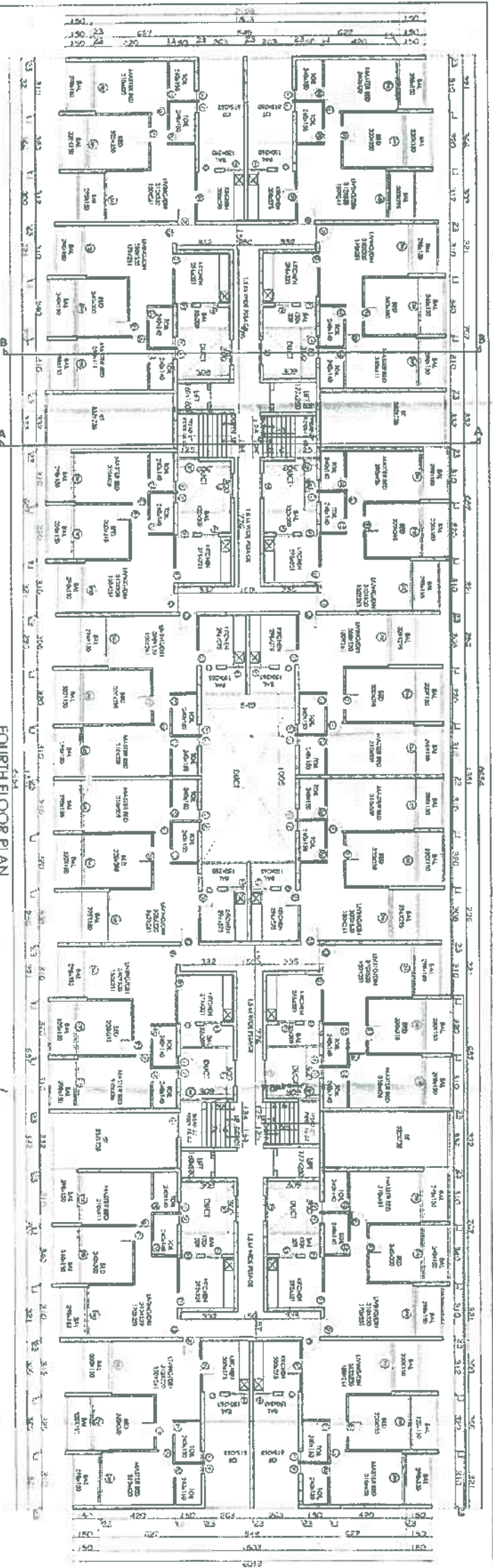
OWNER
M/S. ASHOK DASANI
PLOT A
CHALTA NO. 3
P.T. SHEET NO. 58 AT
MARGAO GOA

Prepared by
Checked by
Approved by
Date: 10/10/2018

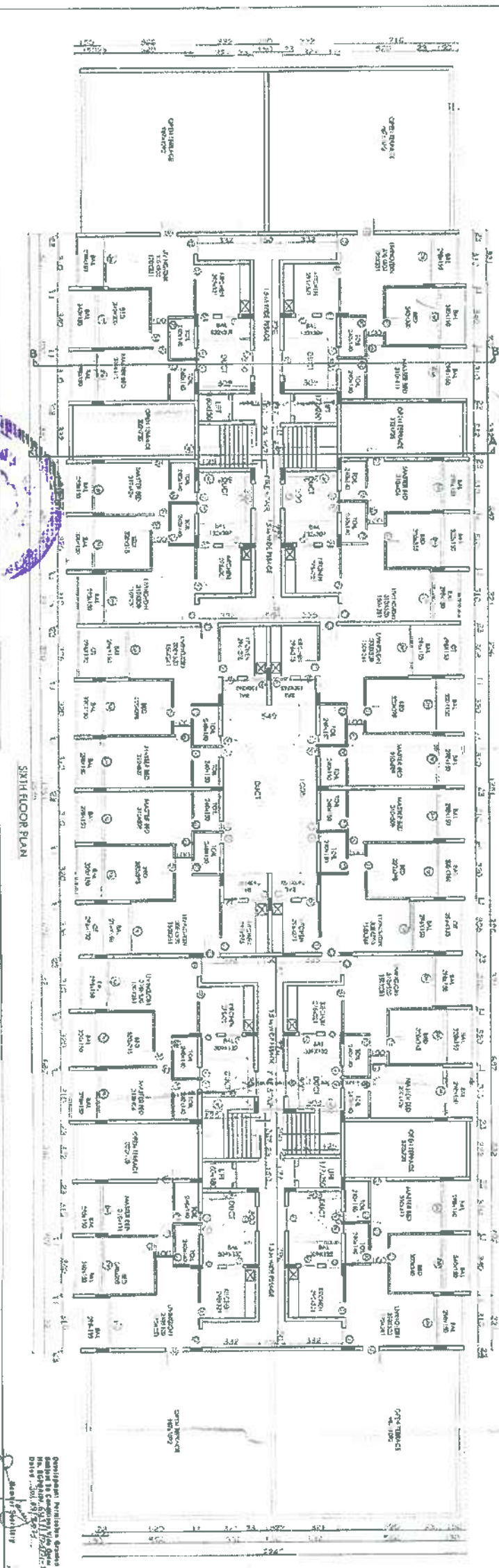
earth works
ARCHITECT







FOURTH FLOOR PLAN



SIXTH FLOOR PLAN

SCHEDULE OF DRAWINGS

D : 1:10X250
D1 : 1:50X220
D2 : 1:50X250
D3 : 1:50X220
V : 1:50X220
W : 1:100X120
W2 : 1:15 X130
W3 : 1:100 X130
W3 : 1:50 X130

PROJECT

PROPOSED
COMMERCIAL &
RESIDENTIAL BUILDING
AND COMPOUND WALL
FOR MR. ASHOK
DASANI ON PLOT A
ON LAND BEARING
CHALTA NO. 3
P.T. SHEET NO. 58 AT
MARGAO GOA

CLIENT

MR. ASHOK DASANI

DRAWING TYPE

SUBMISSION DRAWING

FLOOR PLAN

DATE	23/07/20	DATE 2	
SCALE	1/10	SCALE 2	
OWNER	MRS. ASHOK DASANI		

ARCHITECT

[Signature]

ANIL K. SHARMA
10/A, BANGALORE ROAD,
MARGAO GOA



CONCEPT DESIGN DRAWING



- D-1: 1.0X2.50
- D-1: 9.0X2.20
- D-1: 9.0X 2.50
- D-2: 4.0X2.20
- V: 6.0X8.0
- W: 1.00X1.20
- W: 2.115 X1.30
- W: 2.100 X1.30
- W: 3.150 X1.30

Prepared by Civil Engineer, Vengal Rao & Associates
 10/10/2017
 10/10/2017
 10/10/2017
 10/10/2017

PROJECT

PROPOSED
 COMMERCIAL &
 RESIDENTIAL BUILDING
 AND COMPOUND WALL
 FOR MR. ASHOK
 DASANI ON PLOT A
 ON LAND BEARING
 CHALTA NO. 3
 P.T. SHEET NO. 58 AT
 MARGAO GOA

CLIENT

MR. ASHOK DASANI

DRAWING TYPE

SUBMISSION DRAWING

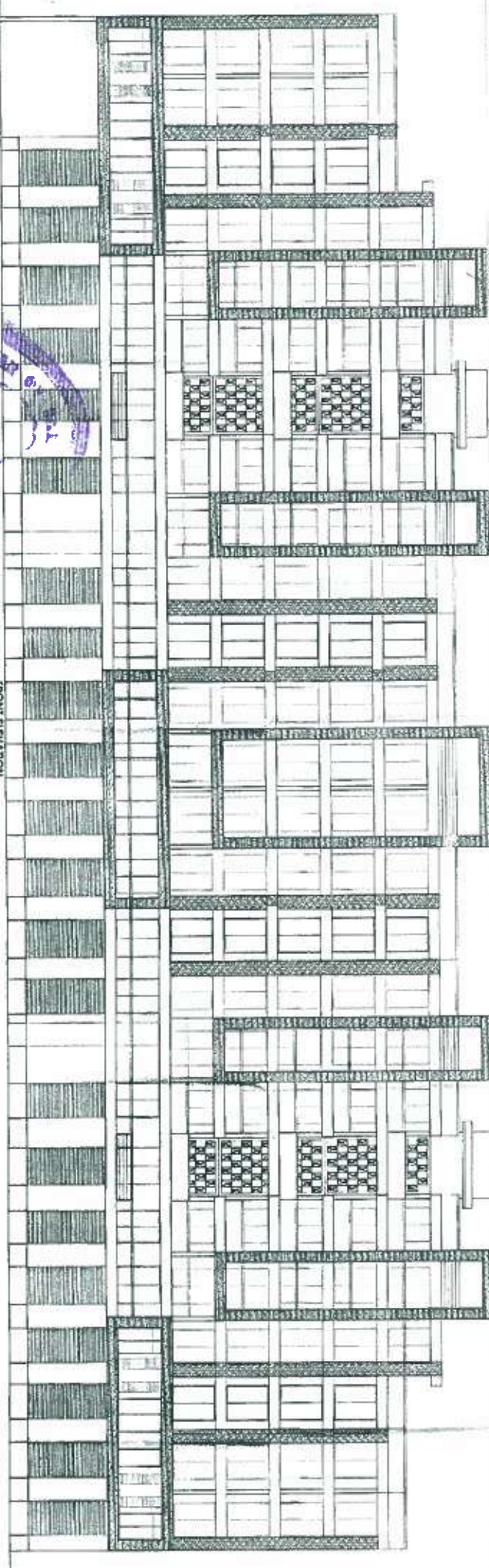
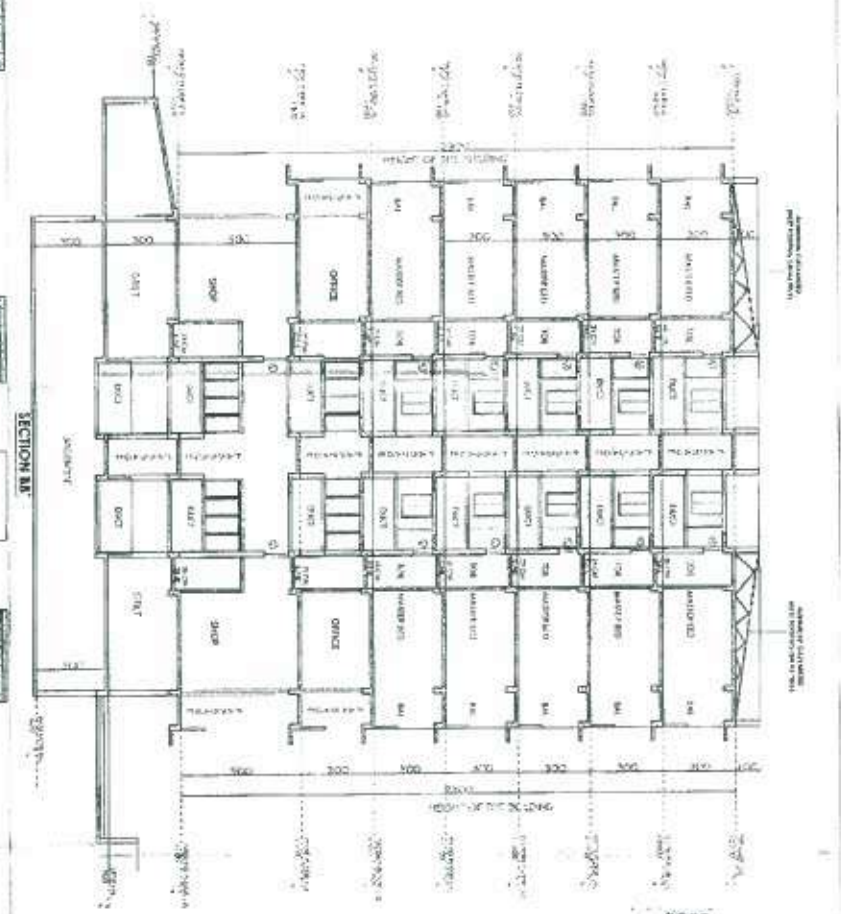
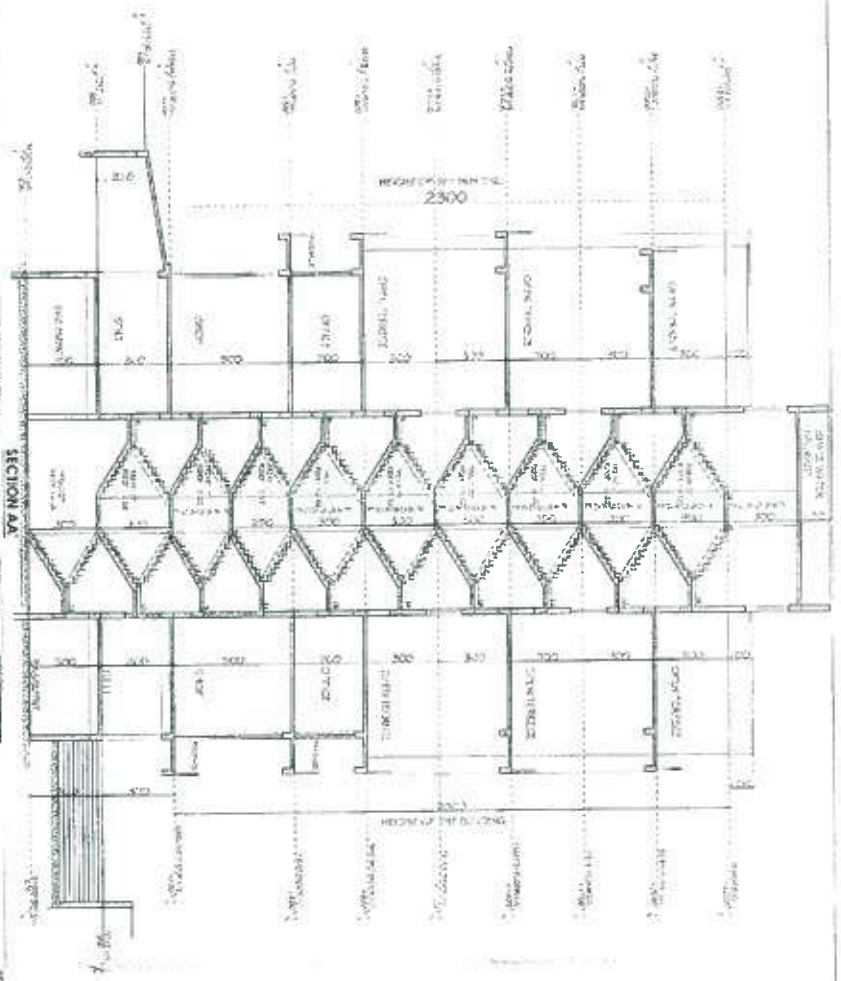
SECTIONS & ELEVATION

DATE	REVISION	BY	CHKD
10/10/2017	1	AS	AS

OWNER

ARCHITECT

Agave 71411
 THE ARCHITECTS
 10/10/2017



FRONT ELEVATION



SPECIAL CIVIL SUIT NO. 40/2014/III

CNR NO. GASG02-002370-2014

ORDER BELOW EXHIBIT 1

(Delivered on this 6th day of the month of December of the year 2021)

Plaintiff endorses that she is withdrawing the suit. The suit is thus disposed as withdrawn.

Proceedings closed.

Pronounced in the Open Court.

(Sarika N. Fal Dessai)

Third Addl., Adhoc Senior Civil Judge
Margao

pn



**South Goa Planning &
Development Authority**



4th Floor, D Wing, Osio Commercial Arcade, Near S.G.P.D.A. Market Complex, Margao - Goa. Ph: 2731781

Ref. SGPDA/ZON-143 / 791 / 22-23

Date: 16/09/2022

LAND USE/ZONING INFORMATION

The zoning of the property bearing Chalta No. 3 of P. T. Sheet No. 58 of Margao Town of Salcete Taluka, admeasuring 6056.00 m² is Partly Settlement S-1 zone (F.A.R. 100) and Partly Commercial C-1 (F.A.R. 200) as per ODP - 2028 Margao Planning Area.

- The property is affected by 15.00 mts wide proposed road Northern side and 10.00 mts wide proposed road on Eastern side as shown in ODP-2028 for Margao.
- This information is issued based on the application received on dated 22/08/2022 to be read with Note given below: -

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

Processing fees Rs.3,000/- paid vide receipt No. 7253/73 dated 09.09.2022.


(Sanjivani Gaunkar)
Planning D'Man Gr.I




(Vinod Kumar Chandra)
Member Secretary

To,
Mr. Ashok Dasani,
C/o Upendra Kamat,
G1, Amarvan,
Vidhyanagar, Margao - Goa.

Note:- The land use/zone information provided is as per ODP - 2028 Margao 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, Highway Act, Ancient Monuments and Archeological Sites and Remains Act, (State and Central), EIA notification issued by MOUF, Coastal Regulation Zone, including section 17A of the TCP Act.

The permission granted shall be revoked, if any information, plans, calculations, documents and any other accompaniments of the application are found incorrect or wrong at any stage after the issuance of this certificate.

This land use/zonings information is issued on the request of the applicant.



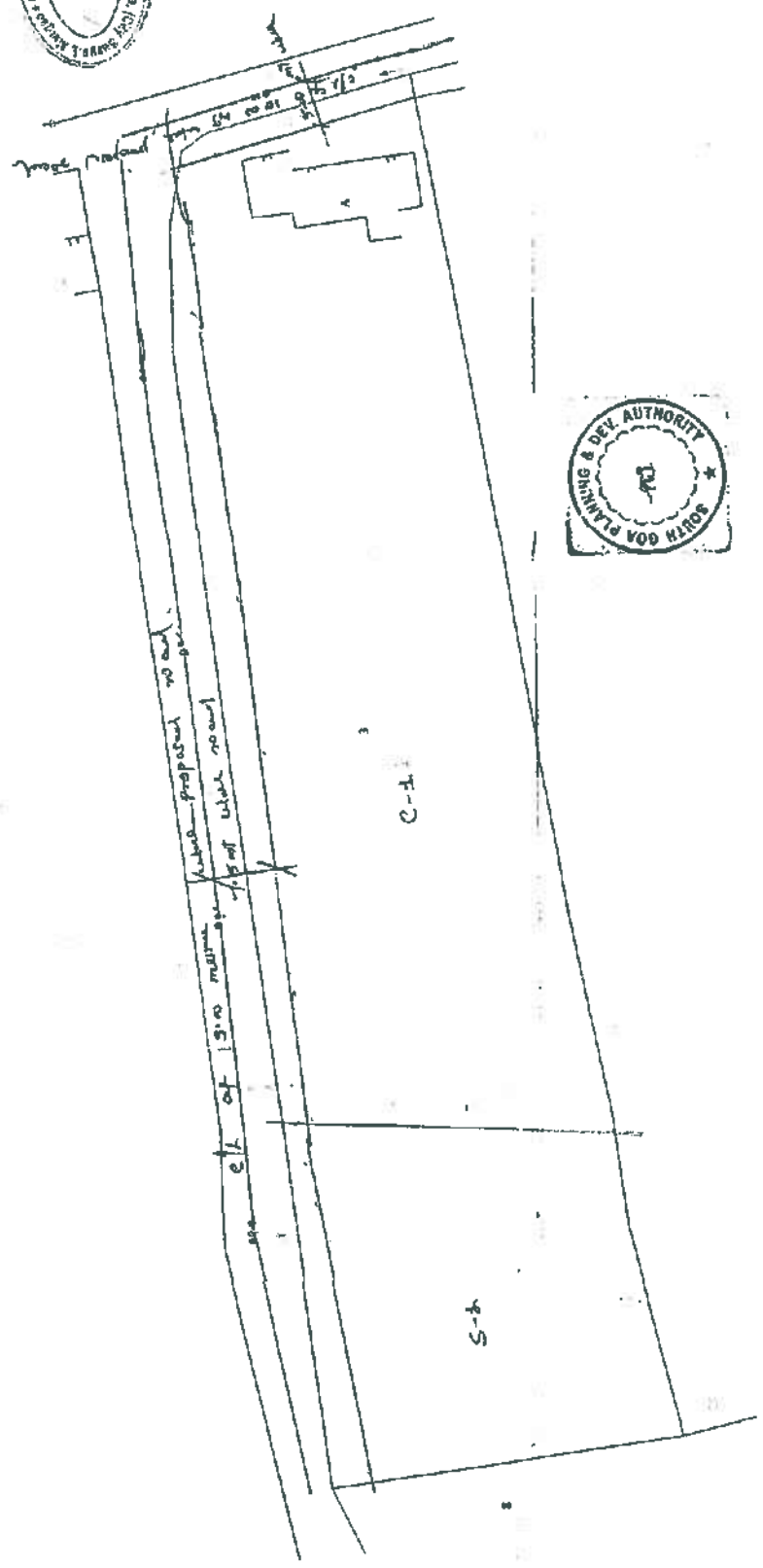


GOVERNMENT OF GOA
 Directorate of Settlement and Land Records
 Office of Inspector of Survey and Land Records
 MARGAO-GOA

701-10/CMAR/21-9927

Plan Showing plots situated at
 City : MARGAO
 Taluka : SALCETE
 P/Sheet No. 98/Chitra No. 13
 Scale : 1:500

[Signature]
 (Chetan C. Jadhav)
 Inspector of Survey & Land Records
 Margao-Goa



[Signature]
 Checked By

Generated By: TUCHITA MADHUKAR
 On: 08-11-2021



**South Goa Planning &
Development Authority.**



Ph: 2731781

Ph: 2714495

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

Ref.: SGPDA/P/6451/476/21-22

Date: 25/8/2021

ORDER

- Read: 1) The Goa Tax on Infrastructure Act, 2009. (Goa Act 20/2009)
2) Letter No.45/1/TCP-09/Pt/3535 dated 30/9/09
3) NOTIFICATION NO.7/18/2013-LA dated 20/05/2013
4) NOTIFICATION NO. 45/1/TCP/09/P/FILE/661 dated 31.03.2021

Whereas the Infrastructure Tax towards your application for the construction of commercial cum residential building in property bearing Plot No. A Chalta No. 3 of P. T. Sheet No. 58 of Fatorda, Margao has been assessed as Rs.63,93,822/- (Rupees Sixty Three Lakhs Ninety Three Thousand Eight Hundred Twenty Two Only). The calculation of the tax has been assessed @ Rs.140/- per square meter of floor area for residential building and @ Rs.560/- per square meter of floor area for commercial building as per the provisions of the said Act.

Infrastructure Tax Due

Commercial Use	11417.54m ² x Rs.560/-	Rs.63,93,822.40
	Total	Rs.63,93,822.40
	Rounded to	Rs.63,93,822.00

Now, therefore the said amount shall be deposited by way of challan in the following Budget Head

0217 - Urban Development
80 - General
800 - Other Receipts
01 - 00 - Receipts under Goa Tax on Infrastructure Act, 2009

To,
Mr Ashok Dasani,
C/o Upendra P. Kamat,
G-1, Amarvan, Vidyanagar,
Margao - Goa.


(Ranjit M. Borkar)
Member Secretary





Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 18-Apr-2023 11:33:12 am

Document Serial Number :- 2023-MGO-1666

Presented at 11:26:26 am on 18-Apr-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Salcete along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	
2	Registration Fee	
3	Processing Fee	
Total		

Stamp Duty Required :- /-

Stamp Duty Paid :- /-










Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	NISHAD PANDURANG SATAM ,Father Name:Pandurang D Satam, Age: 53, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Office no 105 1st floor Gulab Pushpa CHS Ltd Malaviya road Vile Parle (east) Mumbai, Address2 - Mumbai, PAN No.:			

Executer







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	NISHAD PANDURANG SATAM , Father Name:Pandurang D Satam, Age: 53, Marital Status: Married ,Gender:Male,Occupation: Business, Office no 105 1st floor Gulab Pushpa CHS Ltd Malaviya road Vile Parle (east) MumbaiMumbai, PAN No.:			
2	Pariksheet Ramkrishna Dandekar , , Age: 43, Marital Status: Married ,Gender:Male,Occupation: Business, office of 105 1st floor Gulab Pushpa CHS Ltd Malaviya road vile Parle East MumbaiMaharashtra, PAN No.:			



Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	KRISHNA SHARASCHANDRA VERLEKAR , Father Name:Sharaschandra Verlekar, Age: 68, Marital Status: Married ,Gender:Male,Occupation: Business, H no 108 Abade Faria road opp Ram temple old market Margao Salcete Goa, PAN No.:			
4	DELIA K VERLEKAR , Father Name:Ratnakar Datta Vernekar, Age: , Marital Status: Married ,Gender:Male,Occupation: Business, H no 108 Abade Faria road opp Ram Temple old market Margao Salcete Goa, PAN No.:			
5	ASHOK SUNDERDAS DASANI , Father Name:Sunderdas Dasani, Age: 63, Marital Status: Married ,Gender:Male,Occupation: Business, H no 27 old Mani Bhuvan Prarthana Samaj road opp Hanuman cross road no 1 Vile Parle East Mumbai, PAN No.:			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Zameer Ahmad Narangi, Age: 39, DOB: , Mobile: , Email: , Occupation: Business , Marital status : Married , Address:403707, H no EWS 403 Near Maruti Mandir temple Housing board colony Rumdamol Davorlim Navelim Salcete Goa, H no EWS 403 Near Maruti Mandir temple Housing board colony Rumdamol Davorlim Navelim Salcete Goa, Davorlim, Salcete, SouthGoa, Goa			
2	Name: Shaik Abdul Kadir, Age: 49, DOB: , Mobile: , Email: , Occupation: Business , Marital status : Married , Address:403601, H no 166 behind raviraj hotel chinchai wada Margao, H no 166 behind raviraj hotel chinchai wada Margao, Margao, Salcete, SouthGoa, Goa			

Sub Registrar
Civil Registrar
Cum.

Sub Registrar
Document Serial Number :- 2023/0001666



Book :- 1 Document

Registration Number :- **MGO-1-1640-2023**

Date : 18-Apr-2023

[Handwritten Signature]
Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Salcete)

Seemond Rodrigues
UPC

**Civil Registrar
-Cum-
Sub Registrar
Salcete**

