(Rupees One Lakh forty thousand four Hundred Only)

For CITIZENCREDIT™ CO-OP BANK LTD

Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

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

भारत 39225 NON JUDICIAL ग ोवा
126294 AUG 30 2018
zero one four zero four zero zero 15:43
Rs.0140400/- PB6818
सत्यमेव जयते
INDIA STAMP DUTY GOA

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL

Name of Purchaser VEDANT REALTY.

NOTARY
Advocate
Jaiprakash V. Naik
Bicholim Taluka-Goa
Reg. No. 213
Expiry on
28-01-2020
GOVT. OF GOA (INDIA)

3208/18
8/11/2018

THE SEAL OF THE SUB-REGISTRAR OF ILHAS
PANAJI

AGREEMENT FOR DEVELOPMENT CUM SALE

THIS AGREEMENTFOR DEVELOPMENT CUM SALE is made and executed

Scanned by CamScanner

at Panaji Goa, 31st Day of the Month of October of the year Two Thousand and Eighteen (31/10/2018), at Panaji, Tiswadi, Goa.

BETWEEN

1) **(i) MR. LAXMIKANT PANDURANG AMONKAR,** (PAN CARD NO. ABRPA0721A) Aadhaar Card : 235223395241 son of late Mr. Pandurang Devidas Amonkar, age 56 years, Occupation - Business, Married,

(ii) MRS. LALITA LAXMIKANT AMONKAR, (PAN CARD NO. AFSPA6319R), Aadhaar Card: 862030264297- wife of Mr. Laxmikant Pandurang Amonkar, age 50 years, occupation: housewife. married,

Both **Indian Nationals** and residents of H No: 108/A, Swaroop, Davamem, Merces, St.Cruz , North Goa, PIN: 403005.

Both collectively Herein after referred to as **OWNERS** which expression shall, repugnant to the context or meaning, mean and include their heirs, executors, administrator, successor, legal representatives and assigns of the **FIRST PART**

AND

2. **"VEDANT REALTY"**, (PAN CARD NO. AAKFV8894R) a partnership firm, registered under the

Scanned by CamScanner

Indian Partnership Act of 1932 and having its registered office at SF-1, Sukerkar Mansion, Opp. Govt Printing Press, Panaji - Goa represented by its partners.

(i) MR. ANANT YESHWANT NAVELCAR, (PAN CARD NO. ACHPN6151E) Aadhaar Card: 252720018185 son of Yeshwant Navelcar, age 41 years, Occupation Business, Married, Mobile no. 9822157677 Indian National and resident of 5th Floor, Block A, Adwalpalkar Shelters, Caranzalem, Panaji-Goa.

(ii) MR. PRASAD PRAKASH BHANDARE, (PAN CARD NO. AMDPB2480Q) Aadhaar Card 412871178811 son of Prakash Bhandare, age 31 years, Occupation Business, Married, Indian National and resident of H No. 43, Vasant Niwas, St. Pedro Ribander- Goa , hereinafter shall be referred to as the **"DEVELOPERS"**, which expression shall, repugnant to the context or meaning, mean and include their heirs, executors, administrator, successor, legal representatives and assigns of the **SECOND PART**.

WHEREAS the partner of the Purchaser/Developer at Sr. No. 2. (ii) is herein represented by **Shri. Anant Y Navelcar** the partner of the Purchaser/Developer at Sr. no.(i) as constituted vide Power of Attorney dated 15-09-2015 executed before Notary Shridhar Tamba at Panaji Goa under Reg.no.44632.

Scanned by CamScanner

1. **WHEREAS** There exists all that plot of land known as Plot-D, admeasuring 514 sq. mts. of the property denominated **"ODLI XIR"** situated at Morombi-O-Grande village, Parish of Merces, within the village Panchayat limits of Chimbel, Taluka of Tiswadi, Sub-District of Ilhas, District of North Goa, within the Registration District of Goa and Ilhas Registrations Sub-District, now bearing survey No. 204 sub-division No. 11 of Village Morombi-O-Grand, represents fraction of the property surveyed under survey No. 204 sub-division No.2, also represents fraction of the property described in the land registrations Office of Judicial Division of Ilhas under No. 20,630 at pages 59 of the Book 55B New and enrolled in the Taluka Revenue Office of Ilhas at Panaji under Matriz Predial No. 35, and henceforth the said Plot-D forming independent and separate unit.

BOUNDED AS UNDER:

East: By the public road Merces-Ribandar.

West: By Survey No. 204, Sub-Division No. 5 of Village Morombi-O-Grande.

North: By Survey No. 204, Sub-Division No. 14 of Village Morombi-O-Grande.

South: By Survey No. 204, Sub-Division No. 12 of Village Morombi-O-Grande.

Scanned by CamScanner

2. **AND WHEREAS** The said entire property originally belonged to (1) Mr. Felizardo Basilio Rafael Arcanjo Gonsalves alias Felizardo Rafael Gonsalves, (2) Mrs. Marina Jessie Celia de Souza E Gonsalves alias Marina Jessie Celia De Souza alias Marina Gonsalves, (3) Mr. Germano Lima Caldeira Gonsalves, (4) Mrs. Esperanca Estela Cerejo E Gonsalves alias Esperanca Estela Cerejo or Esperanca Estella Gonsalves, (5) Mr. Jose Victor Bentecourt Gonsalves.

3. **AND WHEREAS** Vide Deed Of Partition Was Executed On 30/05/1972 duly registered in the Office of the Sub-Registrar of Ilhas at Panaji- Goa under Reg. No. 392 at pages 105 to 114 of Book No. I, Vol. No. 66, dated 22/07/1972, the said whole property known as ODLI XIR admeasuring 3358 sq. mts. was partitioned and allotted as follows:

i. The lifelong usufruct of the said property to Lourenco Francisco Vito Gonsalves to be enjoyed by him during his life time which usufruct shall be consolidated with the said property after he death of the said Lourenco,

ii. Right to 1/3rd of the proprietorship to the said Felizardo Basilio Rafael Arcanjo Gonsalves and his wife Marina Jessie Celia de Souza e Gonsalves;

Scanned by CamScanner

iii. Right to 1/3rd of the proprietorship to the said Germano Lima Caldeira Gonsalves and his wife Esperanca Estela Cerejo e Gonsalves, and

iv. Right to 1/3rd of the proprietorship to the said Jose Victor Bentecourt Gonsalves.

4. The said Lourenco Francisco Vito Gonsalves died on 07/09/1975 at Ribandar- Goa and on his demise the said lifelong usufruct of the said property ODLI XIR consolidated with the said property.

5. AND WHEREAS Thus, (1) Mr. Felizardo Basilio Rafael Arcanjo Gonsalves alias Felizardo Rafael Gonsalves, (2) Mrs. Marina Jessie Celia de Souza E Gonsalves alias Marina Jessie Celia De Souza alias Marina Gonsalves, (3) Mr. Germano Lima Caldeira Gonsalves, (4) Mrs. Esperanca Estela Cerejo E Gonsalves alias Esperanca Estela Cerejo or Esperanca Estella Gonsalves, (5) Mr. Jose Victor Bentecourt Gonsalves were the absolute owners and proprietors with good and legal title of the said property being unseparated 1/3rd of it belongs to the said Mr. Felizardo Basilio Rafael Arcanjo Gonsalves alias Felizardo Rafael Gonsalves and his wife Mrs. Marina Jessie Celia de Souza E Gonsalves alias Marina Jessie Celia De Souza alias Marina Gonsalves, the other unseparated 1/3rd belongs to the said Germano Lima and

Scanned by CamScanner

his wife Esperanca Estela and their remaining unseparated 1/3rd belongs to the said Mr. Jose Victor Bentecourt Gonsalves.

6. **AND WHEREAS** (1) Mr. Felizardo Basilio Rafael Arcanjo Gonsalves alias Felizardo Rafael Gonsalves, (2) Mrs. Marina Jessie Celia de Souza E Gonsalves alias Marina Jessie Celia De Souza alias Marina Gonsalves, (3) Mr. Germano Lima Caldeira Gonsalves, (4) Mrs. Esperanca Estela Cerejo E Gonsalves alias Esperanca Estela Cerejo or Esperanca Estella Gonsalves, (5) Mr. Jose Victor Bentecourt Gonsalves have sub- divided the said property into six plots –A to F of various sizes and shapes.

7. **AND WHEREAS** The said sub- division of the said property into six plots has been approved by the Town and Country Planning Department of the Government of Goa, Daman and Diu, vide their letter No. DE/3034/5506 dated 05/03/1981.

8. **AND WHEREAS** Vide Deed of Sale dated 25/03/1981 duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No. 95 at pages 73 to 81 of Book No. I, Vol. No. 168 dated 02/04/1982, (1) Mr. Felizardo Basilio Rafael Arcanjo Gonsalves alias Felizardo Rafael

Scanned by CamScanner

Gonsalves, (2) Mrs. Marina Jessie Celia de Souza E Gonsalves alias Marina Jessie Celia De Souza alias Marina Gonsalves, (3) Mr. Germano Lima Caldeira Gonsalves, (4) Mrs. Esperanca Estela Cerejo E Gonsalves alias Esperanca Estela Cerejo or Esperanca Estella Gonsalves, (5) Mr. Jose Victor Bentecourt Gonsalves as the Vendors sold the said plot –D admeasuring 514 sq. mts. to Mr. Ganapati Timmappa Deshbhandari as the Purchaser.

9. **AND WHEREAS** Pursuant to the purchase of the said plot, the **Form I & XIV** pertaining to the said property surveyed under **survey No. 204 sub-division No. 11** of Village Morombi-O-Grand shows the names of **Mr. Ganapati Timmappa Deshbhandari** in Occupant's Column of the said property.

10. **AND WHEREAS** The Office of the Collector of Goa, Panaji has granted **Conversion Sanad dated 24/06/1982 under No. 4(1)-1558-81-RB** for the purpose of conversion of said plot-D bearing Sy. No. 204/2(part 'D') admeasuring 452 sq. mts. to Residential purpose.

11. **AND WHEREAS** The Panaji Planning and Development Authority have issued **N.O.C.** under Section 49(6) of the Town and Country Planning Act, 1974 for registration of sale deed of the said plot-D of the

Scanned by CamScanner

said property vide their reference no. **PDA/R/3511/1674/82dated 12/11/1982.**

12. **AND WHEREAS** Vide **Deed of Sale dated 09/07/1984** duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No. 971 at pages 248 to 254 of Book No. I, Vol. No. 206 dated 14/12/1984, Shri. Ganapatti T. Deshbhandari and his wife Smt. Lata Ganapatti Deshbhandari as the Vendors sold the said plot D to Shri. Vassudev Pandurang Amonkar as the Purchaser which was further rectified by vide **Deed of Rectification dated 03/10/2017** duly registered in the Office of the Sub- Registrar of Ilhas in Book-1 Document Reg. No. PNJ-BK1- 02483-2017, CD No. PNJD59 dated 06/10/2017 as the description of the plot in the Schedule contained a few errors which were then rectified in the said Rectification Deed.

13. **AND WHEREAS** Vide **Deed of Sale dated 09/05/1994** duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No.1140 at pages 168 to 180 of Book No. I, Vol. No. 313 dated 26/07/1994, Shri. Vasudev Pandurang Amonkar and his wife Mrs. Sufala Vasudev Amonkar as the Vendors sold the **SAID PLOT** to Dr. Dilip Pandurang Amonkar as the Purchaser.

Scanned by CamScanner

14.AND WHEREAS Dr. Dilip Pandurang Amonkar and Mrs. Lerise Dilip Amonkar are married under the law of communion of assets and therefore Mrs. Lerise Dilip Amonkar is also in the joint possession of the said plot.

15.AND WHEREAS Vide **Deed of Sale dated 21/04/2010** duly registered in the Office of the Sub- Registrar of Ilhas under Reg. No.1287 at pages 01 to 14 in Book No. I, Vol. No. 2221 dated 27/04/2010, Dr. Dilip Pandurang Amonkar, and his wife Mrs. Lerise Dilip Amonkar as the Vendors sold the said **PLOT- D** to Shri. Vasudev Pandurang Amonkar as the Purchaser.

16.AND WHEREAS Vide **Deed of Sale dated 16/09/2010** duly registered in the Office of the Sub- Registrar of Ilhas under Book-1 Document Reg. No. PNJ-BK1-02720-2010, CD No. PNJD2 dated 16/09/2010, Shri. Vasudev Pandurang Amonker, and his wife Mrs. Sufala Vasudev Amonker as the vendors sold the said **Plot-D** to **Mr. Laxmikant Pandurang Amonkar** as the Purchaser.

17.AND WHEREAS Mr. Laxmikant Pandurang Amonkar and **Mrs. Lalita Laxmikant Amonkar**, the OWNERS herein are now desirous of entrusting their right in the said property/ Plot-D to the DEVELOPER to construct a multi-storied building thereon in

Scanned by CamScanner

consideration to be paid/performed by the DEVELOPER as set out hereinafter.

18. AND WHEREAS The DEVELOPERS herein have thereby offered to develop the said Plot-D accordingly and the OWNERS herein have also offered to entrust their right in the said property being Plot-D to the DEVELOPERS for development in consideration and on other terms and conditions mutually agreed between the parties.

19. AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW THEREFORE IT IS MUTUALLY AGREED, UNDERSTOOD, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSETH AS UNDER:-

1. The Owners have agreed to sell to the Developers and the Developers have agreed to Purchase from the Owners

Scanned by CamScanner

said in **Plot-D** admeasuring 514 Sq. Mts, Surveyed under No. 204 sub division 11 of Village Morombi-O-Grande, herein after referred to as the said property and for better particulars described in the **Schedule-I** and shown in the plan hereto annexed.

2. WHEREAS at the offer of the Owners and on the basis of the representations made by the Owners the Developers hereto do hereby agree to value the property for the purpose of stamp duty/ registration Rs.48,40,000/- (Rupees forty eight lakhs forty thousand only)

3. In Pursuance to the aforementioned Agreement and in consideration of allotment of three Flats on first floor of the building which are paid in kind and Rs.10,00,000/- (Rupees Ten Lakhs Only/-) which includes the TDS , part payment of **Rs.5,00,000 (Rupees Five lakhs only/-)** which is paid on the day of execution of this Agreement and the balance amount of Rs.5,00,000/- (Rupees Five Lakhs only/-) shall be paid as mentioned in Schedule III, which shall be handed over by the DEVELOPER to the OWNERS in stage wise payment and upon the completion of the entire project or within 24 months from the date of obtaining the final N.O.C. from the respective Departments (whichever is earlier).

Scanned by CamScanner

4. The OWNERS after demarcation have handed over peaceful, vacant, public possession of the said property to the DEVELOPER in order to carry out the commencement and completion of the project as contemplated in this Agreement.

5. The DEVELOPER has been provided by the OWNERS with certified copies of the documents pertaining the said property and the DEVELOPER having satisfied has accepted to develop the said property taking into consideration the normal risks involved. The DEVELOPER however, shall not commence any work on the said property unless and until all necessary N.O.C.'s licenses, etc., are obtained and a copy of such NOC and licenses are given to the OWNERS for their records/references with due acknowledgement/s.

6. The Developers at their own cost and expenses shall construct for the Owners, and deliver to them free of any cost and vacant possession of three flats of total built up area of about 205 Sq.mts approximately which is more particularly described in the Schedule-II herein under.

7. The cash consideration balance amount shall be paid by the DEVELOPER to the OWNERS in stage wise payment which is more particularly described in the Schedule-III herein under.

Scanned by CamScanner

8. As far as the said three flats are concerned, the Owners shall have exclusive rights of ownership and possession of the same. The Owners shall also be entitled to sell and dispose off the flat as they may decide and appropriate the consideration for themselves.

9. The plans for the premises mentioned above are strictly subject to the approval by the concerned authorities in case, the approval is not given or plans have to be modified, the terms will be modified accordingly, however it will not have any effect on the consideration paid in kind i.e the area of the flat promised to the owner, as agreed under this Agreement and more clearly mentioned in Schedule II or cash payments.

10. The premises for the Owners shall be as per the specifications hereto annexed. The Owners shall not be entitled to demand any additional specifications as a matter of right. However, if the Developers at the request of any Owners agree to give any additional amenities beyond the specifications annexed hereto, the same shall be provided on payment in advance of extra cost thereof by the concerned Owners at such additional price as may be specified by the Developers as per the prevailing market rates. Should there be any rise in the FAR, the

Scanned by CamScanner

benefit of the same would accrue solely to the Developer and the Owner shall have no claim, interest or benefit of whatsoever nature in such increased FAR.

11. The Owners have today authorized the Developers to prepare and obtain development permission, approval of plans, construction license and all other required permissions, to enter upon the said property.

12. For the above purposes in view of and for the consideration paid under this agreement, the Owners have executed a Power of Attorney in favour of Developers which is agreed to be irrevocable in nature subject to fulfilment of all obligations by the DEVELOPERS with effect from the date of this agreement, except the said flats, proposed to be constructed for the Owners.

13. Subject to approval of the plans, the Developers in their own name shall be entitled to enter into agreement for construction or Sale of other flats, offices, shops or other premises to be constructed in the said property. The Developers shall alone deal with the prospective purchasers of the said remaining flats/ shops/other premises in the said project and will be at liberty to sell any/ flats/shops or any other premises to any buyer at

Scanned by CamScanner

such price as they may think fit. The Developers shall appropriate the consideration for themselves. Such consideration shall be income of the Developers. Pending completing of this scheme of building as proposed, the Developers shall be deemed to have authority to enter into or sign any such agreement with third parties independently with the prospective purchasers of the flats/shops or other premises.

14. The Owners upon receipt of their consideration as agreed shall execute in favour of the Developers or their nominees individual Sale Deeds conveying proportionate right in land and respect of all the remaining shops, flats and other premises in the said property except the builtup/proportionate right reserved to OWNERS in favour of such persons as designated by the Developers, which shall be vide the Power of Attorney executed in favour of the Developer.

15. The Developers shall complete the construction of the flats for the Owners in 24 (twenty four) months after obtaining the Development permission from the Town & Country Planning and Construction License from Panchayat and other concerned authorities. In case the DEVELOPERS are unable to obtain such permissions within 12 months, in such events the agreement shall

Dimonkar

Scanned by CamScanner

stand cancelled automatically and the amount paid to the OWNERS stands forfeited.

16. In case of delay in completion of construction of the flats for the Owners due to unavoidable circumstances beyond the control of the Developers such as shortage of building materials, was civil commotion, acts of God, notices or orders from Courts or other authorities or changes in law or rules applicable or any unforeseen act or happening etc. the Developers shall be entitled to reasonable extensions of time as may be mutually agreed for a period of not more than twelve (12) months as and when occasion demands. In case of shortage of building materials, notices or orders from the Court or other authorities or changes in laws or rules applicable or any unforeseen act, the same shall be intimated to the Owners in writing by Registered Post within one months of such notice, Order, changes in law or unforeseen circumstances.

17. In the event the DEVELOPERS fail to handover the possession within extended period then in such event the developer shall be liable to pay the OWNERS sum of Rs.15,000/- (Rupees Fifteen Thousand only/-) per month till handing over possession of flats.

Scanned by CamScanner

18. On completion of the flats meant for the Owners and Occupancy Certificate from the Village Panchayat is obtained, the Developers shall intimate the Owners, who shall take possession of the said flat. The Developers shall be deemed to have fully performed their obligations towards the Owners under this agreement, by sending them the said notice of completion of the respective premises.

19. Commencing a week after notice in writing is given by the Developers to the Owners that the said flats are ready for use and occupation, the Owners shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said flat) of outgoing in respect of the said land and buildings namely house tax, local taxes, infrastructure taxes, betterment charges and water charges or such other levied by the concerned local authorities and/or Government water charges, insurance.

20. The Developers shall give test report and file necessary applications with the electricity department and PWD for electricity and water supply. The Developers shall arrange to obtain electricity connection and water connection for the said flat of the Owners. Security deposits shall be borne by the Owners.

Scanned by CamScanner

21. The DEVELOPERS shall register the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority.

22. The DEVELOPERS shall enter into a standard Agreement with an Architect registered with the Council of Architects and such Agreement as per the Agreement prescribed by the Council of Architects. All charges of said Architect to be borne by DEVELOPER.

23. The DEVELOPERS shall appoint a structural Engineer for the preparation of the structural design and drawings of the buildings and the DEVELOPERS shall accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. All charges to be borne by DEVELOPER.

24. The Developer/Builder shall at his expenses/costs get necessary approvals from the concerned local authority(s) to the plans, the specifications, elevations, Sections and of the building/s to be constructed and shall

Scanned by CamScanner

obtain the other approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

25. All the terms, conditions, stipulations and restrictions while sanctioning the said plans, laid down by the concerned local authority and/or Government shall be observed and performed by the Developers while developing the project land and constructing the said building and obtaining the completion or occupancy certificate in respect of the said building/s granted by the concerned local authority.

The Owners and Developers for itself and / or its nominee (s) with intentions to bring all persons, whosoever hands the premises may come into, do hereby covenant as follows:-

a. That the Owners shall from the date of taking possession of the said premises maintain in a good tenantable condition and shall not do or suffer to be done anything in or to the said buildings or to the said premises, staircase, and/or common facilities or the compound which may be against the rules, regulations or bye-laws of the concerned local authority or any other authorities or legal bodies, nor shall the Owners and/or Developers or its nominee(s) change, alter and/or make

Scanned by CamScanner

any addition, alterations to the façade of the said buildings.

b. Not to store in the said premises any goods which are considered inflammable/or otherwise hazardous or dangerous or such as are considered objectionable by any authority or so heavy as to effect the construction of the said building adversely or storage of which goods is objected to by the concerned local authority and shall nor carry or cause to be carried heavy package to upper floor which may damage or are likely to damage the staircase, common passage or any other structure of the building in which the said premises are situated and in case any damage is caused to the building in which the said premises are situated or the said premises on account of negligence of the Owners shall be held liable for the consequences of the breach.

c. Pay the Developers within fifteen days of demand by the Developers, GST, Monthly maintenance charges or any other taxes pertaining to the three flats to be allotted to the owners.

d. The security deposit demanded by concerned local authority or Government for providing permanent electricity, water connection or any other service connection to the buildings in respect of the built up area reserved for the Owners shall be borne by DEVELOPERS.

Scanned by CamScanner

e. On account of changes of user of the said premises by the Owners and /or Developers and/or its nominees viz user for any purposes other than for residential purpose.

2. The Developers shall name the proposed scheme which shall not be changed at any time in future even after the transfer/assignment/conveyance of the proportionate share of the property, premises, buildings and plots to the Developers and/or its nominees or other entity except with the written permission of the Owners and in case any Housing Society or other Association or legal entity is formed, the same shall be titled with the said name.

3. The Developers or their nominees may obtain finance from any Bank, financial institution or other source for the purpose of the project and for this purpose, mortgage or change the premises or the proposed building thereon or any part thereof except the flats reserved for the Owners along with the proportionate undivided share of land/property corresponding to the said premises.

4. The OWNERS agree and covenant with the DEVELOPER that the DEVELOPER is hereafter entitled to do all whatsoever is incidental, ancillary and/or necessary for the commencement and completion of the project.

Scanned by CamScanner

5. If at any time, any person having documentary proof of Title/Co- ownership raises any claim or lawfully stops the development and construction work on the said property on grounds of co-ownership, similar rights, the Owners undertake at their own cost and expenses to settle the matter and indemnify the affected parties

6. The DEVELOPER shall / may hereafter proceed to engage Architects, Engineers, and Solicitors at the cost and risk of the DEVELOPERS.

7. The OWNERS have today simultaneously with and in pursuance of the execution of these presents executed an Irrevocable Power of Attorney duly constituting Vedant Realty partner MR. Anant Y. Navelcar, jointly and severally as their true and lawful Attorney for every purpose duly set out therein.

8. By virtue of the Development Agreement/Power of Attorney the Developers shall have sole and exclusive right to enter into agreement of sale of the Apartments in the said building/s to be constructed by the Developers on the project land and to enter into Agreement/s with the Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof.

Navelcar

Scanned by CamScanner

9. The DEVELOPER shall submit plans and applications in his own name if so desired and the OWNERS undertake to give all such NOC as and when necessary and/or called upon to do so by the DEVELOPER or its authorized agents.

10. The area of the plot as shown in the survey records is 514 sq.mts. and the consideration payable/due to the OWNERS is equivalent to the market value of the share of the OWNERS in the said plot which is expressly agreed to by the OWNERS after due consultation and enquiry and to their utmost satisfaction.

The full and final consideration due and payable to the OWNERS shall be paid by the DEVELOPER and on handing over possession of the said flat along with the occupancy certificate which shall constitute a good and valid discharge to the DEVELOPER of all its liabilities under this Agreement for every purpose of law and equity. On the delivery of the aforesaid consideration to the OWNERS, the DEVELOPER shall no longer be liable towards the OWNERS in any manner whatsoever and the OWNERS undertake and covenant not to interfere after the completion of the project.

Scanned by CamScanner

12. The OWNERS expressly empower the DEVELOPER to do all and whatsoever may be necessary for the uninterrupted progress of the project.

13. The commencement of the project shall necessarily take place within one (1) month from the date of obtaining the construction license and shall thereafter continue unless prevented by circumstances the control of which is beyond the capacity of the DEVELOPER and the effect shall be as set out in the preceding paragraph (clause 16) hereinabove. The DEVELOPER shall endeavour to obtain the construction license as far as possible within six (6) months from the date of execution of these presents and the Power of Attorney subject however to the circumstances beyond its control namely the normal time consumed in Government Offices/ Village Panchayat of those aforementioned.

14. The DEVELOPER shall obtain all NOC's licenses, permission, etc. from the P.D.A. Town and Country Planning, P.W.D. Electricity Dept., Telephone Dept., etc. and/or all other Govt., Semi-Govt., or autonomous bodies in its own name and at its cost and if deemed advisable by the DEVELOPER, the OWNERS bind themselves to give their consent if and when required at all time when called upon and if the circumstances so necessitate.

Scanned by CamScanner

15. The DEVELOPER shall at or before commencement of the project or at any time thereafter if necessary be entitled to raise funds from financial institutions, banks, nationalized or otherwise by obtaining Project loan, without mortgaging the Owner's plot which is described herein below in Schedule-I. The DEVELOPER hereby undertakes to lift/vacate any lien over the consideration set out in the schedule II and releases the same before handing/delivering it to the OWNERS. However, the OWNERS will not be liable to any such dues to any individual or body even in the event the project does not materialize.

16. The DEVELOPER shall be entitled to enter into Agreements for sale of the units namely flats, shops, offices, residences, etc., in the said project (except the said flat allotted to the OWNERS as per Schedule II hereto) with prospective purchasers by receiving moneys and further giving receipts for the same with or without the concurrence of the OWNERS which shall constitute good and valid discharge for every purpose of law and equity. These Agreements shall be executed by the DEVELOPER at its sole discretion and risk if any and the OWNERS shall in no way be liable to any extent

Scanned by CamScanner

whatsoever for any money or moneys received by the DEVELOPER.

17. This Agreement and its constituent terms shall be absolutely binding on the parties hereto with immediate effect and both parties are entitled to specifically enforce the performance of this Agreement and its constituent terms.

18. The OWNERS hereby bind themselves and undertake to execute the Irrevocable Power of Attorney in favour of the DEVELOPER to execute the Sale Deeds of the other flats or in the alternative sale deed of undivided rights to the said property in favour of respective purchasers of the units in the project only after the delivery by the DEVELOPER to the OWNERS of the said Three flats and consideration assured to be given as per Schedule II and Schedule III hereto to the Owners by the Developer.

19. The OWNERS shall join as members or otherwise the co-operative society or maintenance society or limited company or such other association of persons, etc. that may be formed among purchasers of the units in the project by paying the necessary fees thereon which formation shall be the sole discretion of the

Scanned by CamScanner

DEVELOPER and the OWNERS shall concur on all such decision taken by the DEVELOPER.

20. The specification of the consideration due and payable to the OWNERS shall be standard in every respect and in absolute consonance with those mentioned in Schedule II and Schedule III hereunder written which the OWNERS have pursued and accepted with no modification, alternations and/or additions of any nature whatsoever. In case of delay in payment of the said consideration amount as mentioned in Schedule III, then the Developer shall be liable to pay the Owners the said consideration amount with interest at the rate of 18% per annum.

21. The DEVELOPER shall be entitled to suspend any or all works of construction of the Project if any of the terms of this Agreement are violated; if the OWNERS have wilfully made any misrepresentations and in such circumstances, the DEVELOPER may rescind this Agreement though not bound to and recover all the expenses, costs, investments, etc. from the OWNERS without prejudice to all other remedies available to it in law as well equity.

22. The OWNERS shall also be entitled to terminate the agreement if the developer does not commence work

Scanned by CamScanner

within 12 months of execution of Development Agreement.

23. The OWNERS will be liable to refund the amount paid for the execution of agreement and other charges if the agreement is terminated without levy of any fine.

24. It is declared and agreed that these presents shall not be treated as a conveyance or demise or transfer of any right or title or interest in the said property of the OWNERS to the DEVELOPER excepting the right to develop, enter into Agreements for Sale, Construct multi-storied building and these presents shall empower the DEVELOPER to do all acts, things and deeds expressly provided herein and shall be constrained in the Power of Attorney executed which shall be executed before the sub registrar.

25. All legal expenses in connection with the Project until completion shall be borne by the DEVELOPER and all such decisions shall be actively supported without incurring any expenses by the OWNERS which will be based purely on legal advice.

26. Upon the completion of the units the Architect/Engineer of the DEVELOPER shall certify in writing accordingly

Scanned by CamScanner

and the date of such certificate shall be known as the completion date and the DEVELOPER will reach such stage within 24 months from the date of obtaining Construction License from the Village Panchayat or the concerned authorities with an extension period of six months.

27. The OWNERS shall co-operate with the DEVELOPER with utmost earnest and shall cause no hindrance whatsoever unless there has been or is any wilful lapse on the part of the DEVELOPER.

28. The DEVELOPER undertakes to clear all debris from the said property after completion of construction and leave the said property clean with proper drainage and access.

29. The DEVELOPER shall on completion of the building at its own cost and expenses shall execute an appropriate deed or document transferring the said Three flats mentioned below in Schedule-II in favour of the OWNERS or its nominee, so as to constitute the same as the consideration as agreed in the Agreement and as determined in red in the attached plan.

Scanned by CamScanner

30. Time is essence of this agreement and the Developer/Builder shall abide by the time schedule for completing the project.

SCHEDULE I

All that plot of land known as Plot-D, admeasuring 514 sq. mts. of the property denominated "**ODLI XIR**" situated at Morombi-O-Grande village, Parish of Merces, within the village Panchayat limits of Chimbel, Taluka of Tiswadi, Sub- District of Ilhas, District of North Goa, within the Registration District of Goa and Ilhas Registrations Sub- District, now bearing survey No. 204 sub-division No. 11 of Village Morombi-O-Grand, represents fraction of the property surveyed under survey No. 204 sub-division No.2, also represents fraction of the property described in the land registrations Office of Judicial Division of Ilhas under No. 20,630 at pages 59 of the Book 55B New and enrolled in the Taluka Revenue Office of Ilhas at Panaji under Matriz Predial No. 35, and henceforth the said Plot-D forming independent and separate unit.

BOUNDED AS UNDER:

East: By the public road Merces-Ribandar.

West: By Survey No. 204, Sub-Division No. 5 of Village Morombi-O-Grande.

Scanned by CamScanner

North: By Survey No. 204, Sub-Division No. 14 of Village Morombi-O-Grande.

South: By Survey No. 204, Sub-Division No. 12 of Village Morombi-O-Grande

SCHEDULE II

Total consideration of built up of 206 **sq.mts** area in form of 2 Nos. 1 BHK of 58 Sq mtr (approx.) Built Up each and 1 Nos. 2BHK of 90 sq mtr. (approx.) situated on the **First Floor** of the building "Vedant Classic" and also 2 Nos. Covered/Stilt Car Parks in the project situated at Morombi-O-Grande village, Parish of Merces, within the village Panchayat limits of Chimbel, Taluka of Tiswadi, Sub- District of Ilhas, District of North Goa, in the State of Goa.

SCHEDULE-III

1. **Rs. 5,00,000/-**(Rupees Five lakhs only) to be paid by the developers at the time of Signing the Development Agreement in favour of **MR. LAXMIKANT PANDURANG AMONKAR** vide cheque no. 048349 Dated 31-10-2018 Union Bank of India Panaji-Goa.

Scanned by CamScanner

2. **Rs. 5,00,000/-**(Rupees Five lakhs only) to be paid by the developers within 2 months from the date of obtaining the Construction License from the Panchayat.

SCHEDULE IV

SPECIFICATIONS

(Specification of the FLAT)

The details of the structure its structural design and dimensions are provided by the structural engineer.

The structure shall be designed using the latest building codes for better safety.

A) **FOUNDATION**: Excavations will be carried out as per the instructions of the Structural Engineer.

B) **PLINTH**: The Plinth height will be as directed in the drawings.

C) **STRUCTURE:**

1. RCC frame structure which consist of concrete cast-on site footings, columns, beams and slabs, sloping/partly flat roof slab (slope as indicated).

2. The staircase shall be of RCC with tread and risers as indicated in the drawings.

3. The RCC shall be well compacted and the shuttering will be in true line, level and plumb as described by the structural engineer.

Scanned by CamScanner

4. Waterproofing to be of brickbat coba /chemical waterproofing for roof slab & Sunken Toilets.

5. Around 250-350 mm sunk will be provided for the toilets for piping.

D. **SUPERSTRUCTURE**:

1. Exterior walls: The External walls shall be 23 cm or 20 cm concrete blocks / laterite masonry or light weight blocks.

2. Interior walls: The internal partition walls shall be of 4 inch brick masonry (Clay/ Fly ash /light weight bricks).

3. External plaster: All external wall faces shall be have 18 mm cement plaster in two coats , 12 mm cement plaster and top layer 6 mm cement plaster with waterproofing compound finished smooth or sand faced.

4. Internal plaster: All internal wall faces (including ceiling) shall have 12 mm cement plaster in single coat to concrete or masonry surfaces or gypsum punning/ Cement Putty instead of cement plaster.

DOOR & WINDOWS

A. Door:

The main door shall be flush door with teak veneer on both sides. All Internal doors including that of bath shall be flush doors with laminate. Main door frames shall be of teakwood, internal frames shall be of Salwood or equivalent. Toilet door frames shall be of granite.

Scanned by CamScanner

B. Windows:

Windows shall be aluminium sliding powder coated or coloured anodized or UPVC as directed by architect.

FINISHES

A. Exterior wall finish: The exterior walls shall be plastered and painted with waterproof paint Apex or Equivalent.

B. Interior wall finish: The interior walls shall be finished with plaster or cement putty and painted with Acrylic Emulsion and ceiling with Oil Bound Distemper. Doors will be painted/ varnished/French polished/ Melamine polished.

C. Kitchen Back Splash: Ceramic tiles for Kitchen back splash shall be of 60 cm ht. Kitchen platform shall be of granite top with granite supports & Sink with single bowl shall be provided.

D. The roofing shall consist of clay/Mangalore tiles over 1 layer of battens (1'' x 2'') which are places at 30 cm c/c.

E. Floor Finish: The flooring shall be of Vitrified tiles 60x60(cm) of Varmora/ Nitco/ Vita or equivalent make. Bathroom shall have Anti-skid flooring and Wall Dados

Scanned by CamScanner

to be provided upto height of 2.1 meters from the floor tiles.

Railings

A. Interior staircase railing: Railings hall be of M.S. structure and wooden handrail or as directed by architect. The M.S. structure will be finished off with 2 coats of oil paint over primer and the handrail will be polished.

B. Exterior Railing: will be of M.S. as per design and finished with 2 coats of paint or Powder coated.

C. Staircase flooring shall be Kota or as decided by developer /Architect

Bathrooms

Bathroom fittings will be of chrome plated finish of 'Jaquar' or equivalent make. Sanitary ware will be porcelain, white color of "Cera" or equivalent make.

Electrical:

All wiring will be concealed in alcatene conduits and wiring will be with finolex/polycab wires of specified guage. All switches will be of anchor roma/equally approved make. The Electrical supply shall be three phase connection.

Electrical details will be as follows:

Scanned by CamScanner

Bed Room: 2 – light points, 1 – fan point, 1=A.C. point , 2-5 amps plug points (one next to the bed and one at main board)

Kitchen: 2 – light points, 1- fan point, 2-15 amps points, 3-5 amps points.

Living/Dining: 2 light point, 1 –fan point, 3-5 amps plug points, 1-15 amps point

Balcony: 1- Light point

Toilets: 2- light point, 1-5 amps plug points, 1-15 amps point for geyser,

Main door: 1 bell push

1. Provisions will also be made for Telephone, TV/cable sockets.
2. Provisions for inverter for all units.

Air-Conditioning

1. Air-conditioners that would be installed by buyers should be of split type. The compressors should be located so as not to be seen in the building façade or as directed by developer.

Plumbing & Drainage

1. Underground sump (R.C.C) for water storage will be of adequate capacities. Adequate capacity water tanks shall be provided over staircases of each building.

2. All plumbing / piping will be concealed and with CPVC./UPVC

Scanned by CamScanner

Sewage

1. All external sewage lines will be of PVC/SWR pipes.
2. Sewage treatment plant shall be installed if required.

Exterior Façade

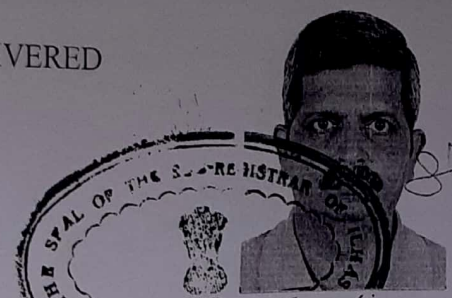
1. The exterior façade shall be painted as per the approved colour scheme.

Doors and windows shall be as per the architect drawings and details

IN WITNESS WHEREOF the parties hereto have signed this Agreement for Development and Sale on the day, month and year first hereinabove written.

Scanned by CamScanner

SIGNED AND DELIVERED
By the Party of the
Owners/Vendors
Of The First Part



THE SEAL OF THE SUB-REGISTRAR OF ILHAS
PANAJI

1(i) Mr. Laxmikant Pandurng Amonkar
Owners/Vendors

L.H.S	R.H.S
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

REGISTRAR OF ILHAS

Scanned by CamScanner

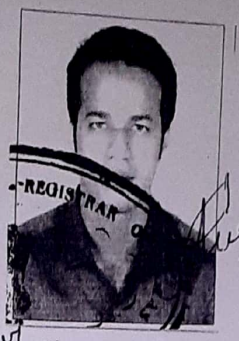
SIGNED AND DELIVERED
By the Party of the
Owners/Vendors
Of The First Part

1(ii) Mrs. Lalita Laxmikant Amonkar
Owners/Vendors

L.H.S	R.H.S
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

Scanned by CamScanner

SIGNED AND DELIVERED
By the Party of the
Purchaser/Developer
Of The Second Part



2 (i) Mr. Anant Yeshwant Navelcar
For Self And As Attorney For
2(ii)Shri. Prasad Bhandare
Purchaser/Developer

L.H.S	R.H.S
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

WITNESSES:

1. Abhit Parulekar — Name — Signature

2. Bhavan Navelc — Name — Signature

Scanned by CamScanner

REG_1_28241_1

Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 08-11-2018 11:14:01 AM

Document Serial Number : 3208

Presented at 10:39:00 AM on 08-11-2018 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	96800.00
2	Processing Fees	590.00
	Total :	97390.00

Stamp Duty Required: 140360.00 Stamp Duty Paid: 140400.00

Anant Yeshwant Navelcar presenter

Name	Photo	Thumb Impression	Signature
Anant Yeshwant Navelcar,S/o Yeshwant Anant Navelcar , Married,Indian,age 41 Years,Business,r/o5th floor , block A, Adwalpalkar's Shelters, Caranzalem Panaji Goa PAN No. ACHPN6151E, Firm's PAN No. AAKFV8894R. Partner of Vedant Realty, Caranzalem, For Self and P.O.A holder for Partner no 2. Mr. Prasad Vide P.O.A dt 15/09/2015 executed before Notary Shridhar Tamba Panaji under Reg no. 44632			

Endorsements

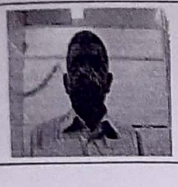
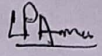
Executant

1 . Anant Yeshwant Navelcar, S/o Yeshwant Anant Navelcar, Married,Indian,age 41 Years,Business,r/o5th floor , block A, Adwalpalkar's Shelters, Caranzalem Panaji Goa PAN No. ACHPN6151E, Firm's PAN No. AAKFV8894R. Partner of Vedant Realty, Caranzalem, For Self and P.O.A holder for Partner no 2. Mr. Prasad Vide P.O.A dt 15/09/2015 executed before Notary Shridhar Tamba Panaji under Reg no. 44632

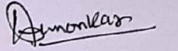
Photo	Thumb Impression	Signature

Scanned by CamScanner

2 . Laxmikant Pandurang Amonkar , S/o Late Pandurang Amonkar , Married,Indian,age 56 Years,Business,r/oH. No 108/A, Swaroop Davarnem , Merces , St. Cruz, Tiswadi Goa,403005 . PAN CARD No ABRPA0721A

Photo	Thumb Impression	Signature
		

3 . Lalita Laxmikant Amonkar , W/o Laxmikant Pandurang Amonkar , Married,Indian,age 50 Years,House-Wife,r/oH. No 108/A, Swaroop Davarnem , Merces , St. Cruz, Tiswadi Goa,403005 . PAN CARD No AFSPA6319R

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Abhit Parsekar , S/o Ramesh Parsekar ,UnMarried,Indian,age 31 Years,Service,r/o h. No 529, Camurlim, Bardez Goa	
2	Suraj Kutikar , S/o Janu Kutikar,UnMarried,Indian,age 24 Years,Service,r/o H. No 34, Caranzalem , Tiswadi Goa	

Sub-Registrar

SUB - REGISTRAR
ILHAS

08/Nov/2018 11:14 AM

Scanned by CamScanner

Book-1 Document
Registration Number PNJ-BK1-03087-2018
CD Number PNJD69 on
Date 08-11-2018

Sub-Registrar (Ilhas/Tiswadi)

Scanned By:-

SUB - REGISTRAR
ILHAS

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

NOTARY Advocate Jaiprakash V. Naik Tiswadi Taluka-Goa NOTARIAL Reg. No. 213 Expiry on 28-01-2020 GOVT. OF GOA (INDIA) NOTARIAL

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL

SHRI JAIPRAKASH V. NAIK
ADVOCATE & NOTARY
167/1 31st January Road
Opp. Hotel Venite, Panaji-Goa
Reg. No. 213

Notarial Registration No. 9907/18
Date: 14.11.2018

08/Nov/2018 11:14 AM

Scanned by CamScanner