

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

Placerville

Officer / Manager

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

D-5/STP(V)/C.R./35/B/2008-RD(PART)

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GOA

Purchaser Name M/S Desai Developer

971/2020

PON-1-956-2020

Narayan Rao R Desai *N.R. Desai*



AGREEMENT FOR DEVELOPMENT
AND SALE

[Signature]

S. P. Verma

N.R. Desai

THIS AGREEMENT FOR DEVELOPMENT AND SALE is made and executed at Ponda-Goa, on this 23rd day of September, in the year Two Thousand Twenty (23/09/2020).

BETWEEN

1. **SHRI. PRAKASH TUKARAM VEREKAR** alias **PRACASH TUCARAM VERENCAR**, son of Shri. Tukaram Vinayak Shet Verekar, age 72 years, married, Occup- Doctor, holder of PAN Card No. [REDACTED], Aadhaar Card No. [REDACTED] Mob. No.9822281142, Indian National, and his wife;
2. **SMT. SHEELA PRAKASH VEREKAR**, wife of Shri. Prakash T. Verekar, age 68 years, housewife, holder of PAN Card No. [REDACTED] Aadhaar Card No. [REDACTED] Mob.No.9921818811, Indian National, both residents of 25 Cherry Hills, Housing Society, Pipeline Road, Anandwadi, Nashik, sawarkar Nagar Nashik-Maharashtra, presently residing at Flat No. F-1, Garkul Apartment, Near Satyam Shivam Housing Society, Shantinagar, Ponda-Goa, hereinafter Known as the "**VENDORS/OWNERS**".(Which expression shall unless repugnant to the context or meaning thereof include their heirs, executors, administrators and assigns) of the **FIRST PART**.

AND

M/ DESAI DEVELOPERS, through its proprietor **SHRI. NARAYANRAO R. DESAI**, son of Ramchandra N Desai, age 38 years, married, occup-business, holding Pan Card No. [REDACTED] Aadhaar Card No. [REDACTED] Phone No.7774999855, Indian National, resident of H No.345/9 Opp. Viraj Wood Industry, Perigol, Kavlem,



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Ponda-Goa, 403401, hereinafter referred to as **"BUILDER/DEVELOPER /PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators and assigns) of the **SECOND PART**.

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

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



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S. P. Verenkar

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Ponda, District of South-Goa. The said plot of the property "**CHUDGI RAMJI**" is situated within the area of Gram Panchayat Curti-Khandepar, Taluka Ponda-Goa, and presently surveyed under No.78/1 of village Ponda, Taluka Ponda-Goa, and is bounded On the **East**:- by the property belonging to Shri. Mangesh Krishna Sinai Gude, surveyed under No. 92/0 of village Ponda, and property belonging to Shri. Arjun Shet kanekar and others, surveyed under No.94/0 and 95/1 of village Ponda, On the **West**:- by the property belonging to Shri. Krishnanath Baburai Naik and others surveyed under No.76/0 of village Ponda. On the **North**:- by the property belonging to Shri. Santoba Sinai Cundaiker now Animal Husbandry Veterinary Service Government property survey No. 79/0 of village Ponda, and on the **South**:- by the property belonging to Rukmini Shet Verekar and Krishnanath B Naik and others surveyed under No.77/1 of village Ponda. The said plot of the property "**CHUDGI RAMJI**" is described in the Land registration office under No.13259 and repeated under No.13424 in Book B 35 new and registered in the Land Revenue office Ponda under No.443.

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



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

AND WHEREAS ever since aforesaid Deed dated 15/05/1937, the said Shri. Vinayak Shivram Shet Verekar and his wife Smt. Lakshimi Vinayak Shet Verekar were in continuous, peaceful and legal possession and absolute and exclusive owners in possession and enjoyment of the property "**GORBAT**" admeasuring 44,835.00 square meters, surveyed under No. 171/1 of village Ponda, and plot of the property "**CHUDGI RAMJI**" admeasuring an area of 21,606.00 square meters, surveyed under No. 78/1 of village Ponda.

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

AND WHEREAS aforesaid late Vinayak Shivram Shet Verekar and his wife Smt. Lakshimi Vinayak Shet Verekar on their death had left only two immovable properties mentioned above i.e. portion of property admeasuring 44,835.00 square meters known as



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"GORBAT", surveyed under No.171/1 of village Ponda, situated at Ponda, Sub-district Ponda District of South-Goa, and Plot admeasuring an area of 21,606.00 square meters of the property denominate or known as "CHUDGI RAMJI" surveyed under No.78/1 of village Ponda, situated at Nagzor, Curti Sub-district Ponda, District of South-Goa.

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

AND WHEREAS vide Deed of Partition or Division dated 28/12/1984, executed in the office of the Civil Registrar cum Sub-Registrar of Ponda, under serial No.592 dated 297/12/1984 and registered under No.482, at pages 357 to 378, Book No. I, volume No.105 dated 09/02/1987, the above mentioned heirs Shri. Yeshwant Vinayak Shet Verekar and his wife Smt. Bhimarati Yeshwant Shet Verekar as First Party, Shri. Pandurang Vinayak shet Verekar and his wife Smt. Pushpa Pandurang Shet Verekar as Second Party and Shri. Tukaram Vinayak Shet Verekar and his wife Smt. Asha Tukaram Shet Verekar as Third Party in above Deed of Partition divided above mentioned property namely "GORBAT", surveyed under No.171/1 of village Ponda,



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Sd/- Yeshwant

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admeasuring 44,377 square meters into 10 sub-plot bearing No. A, A/1, A/2, B, B/1, B/2, B/3, C, C/1, C/2, after reserving an area of 3080.00 sq. Mtrs to road and. Property namely "**CHUDGI RAMJI**", surveyed under No.78/1 of village Ponda, admeasuring 21,606 square meters into 7 sub-plot bearing No. A, A/1, B/1, B/2, C, C/1, after reserving an area of 2295.00 sq. Mtrs to road as shown in both plans annexed to said deed and partitioned among themselves aforesaid properties by metes and bound into separate shares and allotted the same amongst themselves in the manner more particularly set out in the said Deed of Partition dated 28/12/1984.

AND WHEREAS the Owner No.1 Shri. Prakash T. Verekar parents namely late Shri. Tukaram Vinayak Shet Verekar and late Smt. Asha Tukaram Shet Verekar by virtue of aforesaid Deed of Partition dated 28/12/1984, acquired exclusive and absolute ownership right in possession and enjoyment of the plot No.C, admeasuring 2285.00 square meters, plot No. C/1, admeasuring 4500.00 square meters, and plot No. C/2 admeasuring 5308.00 square meters of the property "**GORBAT**" surveyed under No.171/1 of village Ponda, and Plot No. C, admeasuring 3778.00 square meters, and plot No. C/1 admeasuring 1187.00 square meters of the property known as "**CHUDGI RAMJI**" surveyed under No.78/1 of village Ponda, situated at Nagzor, Curti. And they were fully entitled to sell, convey, grant, transfer, assigns and assure their rights in the said plots to any person or persons whomsoever without any claim or objections.

AND WHEREAS during their life time said Shri. Tukaram Vinayak Shet Verekar and his wife Smt. Asha



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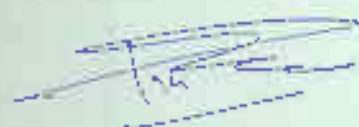
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Tukaram Shet Verekar, developed aforesaid plot No.C, admeasuring 2285.00 square meters, plot No C/1, admeasuring 4500.00 square meters, and plot No.C/2 admeasuring 5308.00 square meters (more specifically described in the Schedule-I, given hereunder and hereinafter referred to as **said property**) of the property "GORBAT" surveyed under No.171/1 of village Ponda, into various smaller sub-plots of Various dimensions and sizes, and got the same approved and sanctioned by the South Goa Planning and Development Authority (SGPDA), vide Development permission granted subject to conditions vide order No. SGPDA/P/12/1035/01-02 dated 27/12/2001, and sold some of plots to various purchasers and in plot No.2 admeasuring 1294.00 square meters constructed two building namely "GHARKUL APARTMENT" and "USHA APARTMENT".



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

AND WHEREAS said late Shri. Tukaram Shet verekar and late Mrs Asha Tukaram Shet Verekar through their above mentioned said will, left their testamentary dispositions disposing of their remaining estate i.e Flat No.F-1, situated in the building known as "USHA



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APARTMENT", Flat No.F-1, shop No. SH-1, SH-2, & SH-4, situated in the building known as "GHARKUL APARTMENT", and sub-divided plot Nos. 1, 9, 15A, 17A, 17B, 17C & 17D of plot No. C, C/1, and C/2 of the property "GORBAT" surveyed under No.171/1 of village Ponda, which were duly approved and sanctioned by the SGPDA vide Development permission vide order No. SGPDA/P/12/1035/01-02 dated 27/12/2001, to their below mentioned heirs.

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

AND WHEREAS the Owner No.1 Shri. Prakash T. Verekar by virtue of said Will, became absolute owner and acquired right, title and interest in the plot No.17D, admeasuring an area of 915.45 sq. mtrs, as approved by SGPDA, forming part of the former plot No C/2 admeasuring 5308.00 square meters, more specifically described in the Schedule-I given hereunder..

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AND WHEREAS Owner No.1 after having become the absolute owner by virtue of said Will, got mutation of his name in the occupant column of Form I & XIV of the property surveyed under No. 171/1 of village Ponda and subsequently also got his portion of holding separated from the above survey No.171/1. The plot No. 17D, admeasuring an area of 915.3 sq. mtrs, is an independent Plot, forming part of the former plot No C/2 admeasuring 5308.00 square meters of the property known as "GORBAT" surveyed under No. 171/1 of village Ponda and now being identified and separately surveyed under survey No.171/1-E of village Ponda, Taluka Ponda-Goa, and more specifically described in the Schedule-II, hereunder written and shown on the plan annexed hereto and for better clarity marked thereon with red colour boundary lines and hereinafter referred to as **said Plot**.

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

AND WHEREAS, the Owners are desirous of developing the said property by constructing multi-storey building.

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



S.P. Verma



AND WHEREAS the Owners do hereby declares:

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



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

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

AND WHEREAS the Builder considering the aforesaid representation made by the Owners and believing them to be true has agreed to develop the said Plot admeasuring an area of 915. square meters described in schedule-II, thereby by constructing multi-storeyed building in consideration of constructing and allotting to the above Owners five(5) Flats and one shop as mentioned in clause-4.

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

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

AND WHEREAS for the purpose of stamp duty and registration fee the subject matter of this agreement is values at Rs.1,01,86,850/- (Rupees One Crore one lakh Eighty Six Thousand, Eight Hundred and Fifty Only) being value of cost of construction of the premises allotted to the Owners and as such the appropriate Stamp duty @ 2.9% is paid herewith.



S. P. Vasan



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

NOW THIS AGREEMENT WITNESSES AS UNDER:

Definitions:

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



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

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

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

3. In consideration of the OWNERS agreeing to sell or otherwise transfer unto the Builder or his nominee/s the said Plot more particularly described in the SCHEDULE-II, and further pending this Agreement, permitting the Builder to develop the said plot, the BUILDER shall pay consideration to the Owners in kind, i.e. by constructing and delivering to the OWNER five(5) Flats and one shop as more specifically described in clause 4 as contained hereunder.

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

1) A Shop bearing shop No.1, admeasuring 29.85 square meters (super built-up area), located on ground floor of the building proposed to be constructed on the said plot.



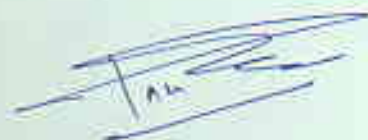
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- 2) A residential Premise being flat of 2BHK bearing Flat No.FF-1, admeasuring 106.03 square meters(super built-up area) located on the first floor of the building proposed to be constructed on the said plot.
- 3) A residential Premise being flat of 3BHK bearing Flat No.SF-1 admeasuring 139.25 square meters(super built-up area) located on the second floor of the building proposed to be constructed on the said plot.
- 4) A residential Premise being flat of 2BHK bearing Flat No.SF-2 admeasuring 98.03 square meters (super built-up area) located on the second floor of the building proposed to be constructed on the said plot.
- 5) A residential Premise being flat of single BHK bearing Flat No.TF-3 admeasuring 81.14 square meters(super built-up area) along with individual open terrace admeasuring 17.18 square mtrs located on the third floor of the building proposed to be constructed on the said plot.
- 6) A residential Premises being flat of single BHK bearing Flat No.TF-4 admeasuring 81.85 square meters(super built-up area) along with individual open terrace admeasuring 17.63 square mtrs located on the third floor of the building proposed to be constructed on the said plot.
- 7) A stilt parking No. 1,2,3,7,8 & 12 located on ground floor of the building proposed to be constructed on the said plot.

The aforesaid allotment of shop No.1, Flat Nos. FF-1, SF-1, SF-2, TF-3, TF-4 and stilt parking No. 1,2,3,7,8 & 12 are more specifically described in schedule-III and shown and delineated in the plain-1, 2, 3, & 4, respectively with red colour boundary line annexed hereto this said Agreement.



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

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



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execute all necessary papers, deeds, documents and plans that may be effective development of the said plot and the building to be constructed thereon.

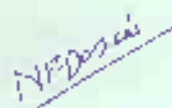
7. Upon execution of the present Agreement and in consideration of the terms, conditions and stipulations herein contained and the undertaking given by the BUILDER the Owners have handed over the vacant and peaceful possession of the said plot to the Builder and Builder shall thereafter be authorized to commence construction of proposed buildings on the said plot in accordance with the plans approved and/or sanctioned by the Municipal council as well as by PDA or Town and Country Planning Department and take such steps as may be necessary or expedient and incidental to carry out the development of the said plot at his own costs and expenses

8. The BUILDER its employees, representatives, contractors, and workers shall at all times hereafter be free to enter upon in the said plot described in schedule-II written hereunder and conduct therein all such works like demarcating, surveying, measuring excavating, erecting, etc., as may be deemed fit by the Builder.

9. The BUILDER may enter into any type of agreement with anybody of his choice for the sale of any flats /premises or structures to be constructed on the said plot described in schedule-II written hereunder except said flats/premises/shops reserved for the Owners mentioned in clause-4, herein above mentioned and described in schedule-III written herein below .

In all such agreements shall be as the BUILDER deem fit and proper, the Owners shall be represented by the Builder as their Attorney. However the OWNERS

 S.P. Verma

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

10. The OWNERS on demand by the Builder and/or within 15 days from the execution of these presents, shall deliver or cause to be delivered to the Builder all the required documents in respect of the said plot including Inscription and Description documents, Succession deeds/ Qualification of Heirs, will/ testamentary document, Nil encumbrance certificate, matriz certificate, and all the relating documents of title of the said plot for the purpose of verification and preparation of title report, issuing license and permission for development of proposed building.
11. The OWNERS have not entered into any agreement with or in favour of any person/s and have not executed with or in favour of any person/s any deed of sale or agreement in respect of the said plot described in schedule-II written hereunder or part thereof and the Owners shall not execute with or in favour of any person/s any sale deed or agreement/s in respect of the said plot described in schedule-II written hereunder during subsistence of this Agreement.
12. It is clearly understood between the parties that the OWNERS agrees to entrust said plot to the BUILDER to construct building thereon for its own use and/or sell



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S.P. Verma

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such flats/premises in such building to the prospective buyers procured by the BUILDER if found expedient by the Builder without any reference to the Vendors, except the said premises as mentioned in clause 4 reserved for the OWNERS.

13. On fulfillment of the terms and conditions of this said Agreement, the OWNERS agree to transfer and convey the said plot with the exception of the said premises along with land appurtenance as referred in clause (4), hereinabove, agreed to be allotted to the Owners and fully described in the schedule-III written hereunder, to the BUILDER and/or its nominee or nominees including a Co-op. Housing Society and/or any other entity formed by the Builder for the maintenance of the said building.
14. All the plans, designs, layouts etc shall be prepared by the BUILDER and same shall be binding on the Owners and the Owners shall not be entitled to seek changes therein, however the Owners shall in no way be liable for any defects in planning layout etc., and that the location and area of the Owners premises shall not be changed/reduced.
15. The BUILDER is entitled to negotiate freely with the prospective buyer/purchaser of the residential apartments/ flats/ shops/ Godowns or any other structure /premises and settle the terms and conditions for the sale and transfer of the such premises and also to appropriate themselves or and the entire benefits of all the residential apartments with the exception of premises allotted to the Owners.




S.P. Verma

N.P. Desai

16. The BUILDER guarantees that the said flats/premises /shop which are agreed to be constructed and allot for the Owners in accordance with this said Agreement shall be true to the specifications set out in the schedule-III written hereunder. Adherence to the specifications shall in case of doubt be certified by a architect/engineer of the project.
17. Changes or alterations or additions of internal partition walls, if required by the owners will be accepted at the sole discretion of the Builder. However a letter stating the changes so required shall be submitted by the Owners to the Builder. In such an event the time limit for handing over the said flat shall be revised as decided by the Builder.
18. The BUILDER shall be entitled to seek renewals, revision, alterations, and changes in the plans, permissions, and approvals on behalf of the Owners as their attorney only after consulting the owners.
19. The following costs and expenses shall be the sole responsibility of the BUILDER.
- a) All contractual obligations and money to be paid arising out of the same to any financier/proposed purchaser of any premises.
 - b) Any penalties, charges, duties, fines, taxes and other monies to be paid to any statutory body or authority in by the purchaser in the said plot, whether levied in the name of the Owners or in the name of purchaser.
 - c) All stamp duties, legal fees, registration fees and other expenses associated with the preparation and execution of the instrument of said Agreement, Power



S.P. Verma

A.P. Verma

of Attorney or conveyance whether executed by the vendors or by the purchaser.

20. The OWNERS do hereby authorize the Builder on their behalf to execute any Agreements for sale, Deed of cancellation of agreements, Sale Deed, or any other agreement or Deeds of any of the premises in the building proposed to be constructed on said plot without the consent of the Owners except the premises allotted to owners as referred in clause (4) herein above as described in schedule-(II) written hereunder.
21. The OWNERS shall not be liable nor shall the said plot be encumbered for any costs, expenses or any liabilities incurred by the Builder towards any party, nor shall the said plot be liable for attachment in any suit or execution of decree or any other proceedings against the Builder. However it is agreed that the prospective purchaser/s/buyers of the flats/premises agreeing to purchaser any premises in the proposed building/s shall be entitled to mortgage/agree to mortgage the respective flats along with proportionate right in said plot, to any bank or financial institution.
22. In case of any defects are noted/detected pertaining to the due of the Owners over the said plot, the same shall be cleared by the Owners at their own cost and expenses and the time for performance of the purchaser obligation hereunder shall stand proportionately extended.

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



S. P. Verma



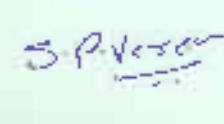
23. It shall be lawful for the Builder to ignore any such defects and seek performance of the said Agreement from the Owners notwithstanding such defects.
24. The BUILDER shall complete the construction of said premises agreed to be allotted to Owners within 36(Thirty six) months from the date of grant of license by the Ponda Municipal council. The issuance of occupancy certificate by Ponda Municipal council shall be the conclusive proof of such completion.
25. In case, the BUILDER fail to give possession of the premises as per the approved plan to the Owner herein within period of 3 years as agreed above, then in that event, the builder will have to pay to the Owner herein Rs.20,000/- (Rupees Twenty Thousand Only) per month till the handing over the possession of the said premises to the Owner hereinabove.
26. That incase due to the unforeseen circumstances beyond the control of the Builder, including withholding of grant of completion certificate and/or the Occupancy Certificate by the concerned authorities or by reason of war, civil commotion sabotage, act of the Government, explosion, epidemics, pandemics, quarantine restriction, floods, embargoes, or any act of God or as a result of any notice, order, rule or notification of the government and/or any other public or competent authority. In any of the aforesaid events, the Builder as well Owners shall be entitled to flexibility or amendment or codicil of agreement agreed mutually between the parties hereto.
27. It shall be the obligation of Owners to inspect or to get inspected either personally or through their authorized


 S.P. Verma

 N. D. Desai

representative at all reasonable time the construction of the proposed buildings as well as the construction of the said premises allotted to him, so that objections, if any, regarding use of inferior materials or defect in such construction of the said premises, or execution of such items of constructions shall be raised by the owners or the authorized representative, in writing, while such work in progress or within one week from the date of execution of such items. If no such objections are given within such period, then it shall be deemed that execution of such item has been done with the full consent and concurrence of the owners.

- 
28. If within the period of 5 years from the date of handing over the flats/shop to the Owners, the Owners bring to the notice of the Builder any structural defects in the flats/shop or the building in which said flats/shop are situated or any defects on account of workmanship, quality or provision of service then whenever possible such defect shall be rectified by the Builder at his own cost. However incase the Owner carry out any work after taking the possession of his flats/shop then in such an event the Builder shall not be liable to rectify the same. Hairline cracks and dampness caused due to settlement humidity, variations in temperature, electrical conduits etc cannot be considered as defective.
29. That the requisite stamp duty, registration charges, GST(Good & Service tax), etc for the transfer of respective flats/premises/ shops mentioned in schedule-III written hereunder in favour of Owners shall be born and paid exclusively by the Owners.
30. Commencing a week after notice is given by the BUILDER to the Owners that their said premises are

ready for use and occupation, the Owners shall be liable to bear and pay all taxes and charges for water, electricity and other services and the outgoings payable in respect of the said premises as provided hereinafter.

31. The rights of the respective OWNERS under this Agreement shall extend only to said flats/premises or shop along with the proportionate share of plot agreed to be allotted under this said Agreement as mention in clause-4. The OWNERS shall have no claim and/or right of whatsoever nature in respect of any other flats/premises/Shops or spaces or areas in the proposed building.
32. The OWNERS shall maintain the front side and rear elevations of the proposed building in the same form as the Builder construct it, and shall not at any time alter the said elevations in any manner whatsoever.
33. The OWNERS if required shall execute any further Affidavits, Declaration, undertaking, MOU or agreement confirming, collecting, adding and/or modifying said agreement to impart its true effect as may be desired by the Builder so as to undertake such work as may be necessary and ancillary thereto to facilitate the development of the said plot hereby agreed to sale and developed by the Builder.
34. The BUILDER shall not at any time cause or permit any public or private nuisance in or upon the said plot or do anything which shall cause unnecessary annoyance, inconvenience, sufferings, hardships or disturbance to vendors or to the occupants the neighboring properties.



S. P. Verma

M. P. Verma

35. In the event the Floor-Area-Ratio undergoes an upward revision, the BUILDER as well the OWNERS shall be entitled to avail the benefit of the same for construction of additional floors .
36. The OWNERS and BUILDER hereby agrees that the project of construction of proposed building shall be named as "SHREE RAM APARTMENT".
37. Either parties to this said Agreement shall be entitled to specific performance of this Agreement.
38. It is hereby agreed that time is the essence of this contract.
39. It is clearly understood between the parties that all agreements, Deeds including the Conveyance Deed to be prepared as per this Agreement, shall be prepared by the Builder with the consent of the owner.



SCHEDULE -I

ALL THAT PLOT NO.C/2, admeasuring an area of 53808.00 square meters, forming part of the bigger property denominated or known as "**GORBAT**" alias "**GHAR BHAT**" situated in ward Shantinagar of Ponda Municipal Council, Taluka Ponda, Sub-district of Ponda District of North-Goa. The entire property "**GORBAT**" is described in the Land Registration office of Ilhas Judicial Division of Goa, under No.1886, at folios 158 verse of Book B.22 (new), and registered in the Land Revenue office under No.669. The said **PLOT NO.C/2** is surveyed under survey No. 171/1 of village Ponda, Taluka Ponda-Goa, and is bounded,

On the **East:-** by the plot No. B/3, allotted to Shri.

Yeshwant Vinayak Verekar

[Signature]

S.P. Verekar

[Signature]

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

On the **North**:- by the strip of land 8 mtr wide road

on the **South**:- by the property surveyed under

No.172/1, of village Ponda.

The dimension of the aforesaid plot are On the East:- 50.50 mtrs(Fifty meters and 50 centimeter), On the West: 54.00(Fifty four meters), On the North: 92.50 mtrs(Ninety two meters and fifty centimeter) and on the South: 116.50 mtrs(one hundred and sixteen meters and fifty centimeter).

SCHEDUL-II

(Description of the property agreed to sell).

ALL THAT SUB-DIVIDED PROPERTY admeasuring an area of 915. sq. mtrs, being an independent unit Plot, know by name of the property as "MALAR" also known as "GORBAT" alias "GHAR BHAT" situated within the limits of Ponda Municipal council, Ponda Taluka and Sub-District of Ponda, initially forming part of the property described in schedule-I above and now being identified and separately surveyed under new survey No.171/1-E of village Ponda, Taluka Ponda-Goa.

That the said Property is bounded as under:

EAST: by the property surveyed under No.171/1-

C of village Ponda,

WEST: by the plot no. 17C, surveyed under

No.171/1 of village Ponda

NORTH: By 10 meter wide road, and

SOUTH: By the property surveyed under No.

172/6(part) of village Ponda and



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S.P. Verma

N.P. Doshi

shown on the survey plan annexed hereto to this Agreement.

SCHEDULE -III.

(Of Flats/premises bearing Flat No. FF-1, TF-3, TF-4, Shop No.1, and stilt parking hereby agreed to be allotted to the Owners along with specification)

- 1) A Shop bearing Shop No.1, admeasuring 29.85 square meters (super built-up area), located on ground floor of the building proposed to be constructed on the said plot.
- 2) A residential Premises being flat of 2BHK bearing Flat No.FF-1, admeasuring 106.03 square meters (super built-up area) located on the first floor of the building proposed to be constructed on the said plot.
- 3) A residential Premises being flat of single BHK bearing Flat No.TF-3 admeasuring 81.14 square meters(super built-up area) along with individual open terrace admeasuring 17.18 square mtrs located on the third floor of the building proposed to be constructed on the said plot.
- 4) A residential Premises being flat of single BHK bearing Flat No.TF-4 admeasuring 81.85 square meters(super built-up area) along with individual open terrace admeasuring 17.63 square mtrs located on the third floor of the building proposed to be constructed on the said plot.
- 5) A stilt parking No. 1, 2, 3, 7, 8 and 12 located on ground floor of the building proposed to be constructed on the said plot.

SPECIFICATIONS:

STRUCTURE:-

 S.P. Verma  H.P. Verma

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

WALLS:-

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

PLASTER:-

External Double coat and internal single coat with neeru finish.

DOORS:-

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

WINDOWS:-

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

TILES:-

Vitrified tiles for flooring and, ceramic tiles for Balcony areas

Daddo :- Ceramic tiles daddo for both rooms.

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

ELECTRICAL:-

ISI Mark

POINTS:-

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

PLUMBING:-

PVC CPVC piping with ISI mark fittings.

SANITATION:-

Hindware or RCERA fitting (Plain Colour).



S.P. Verma

N.P. Verma

SCHEDUL -IV.

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

- 1) A residential Premises being flat of 3BHK bearing Flat No.SF-1 admeasuring 139.25 square meters (super built-up area) located on the second floor of the building proposed to be constructed on the said plot.
- 2) A residential Premises being flat of 2BHK bearing flat No.SF-2 admeasuring 98.03 square meters(super built-up area) located on the second floor of the building proposed to be constructed on the said plot.

SPECIFICATIONS:**STRUCTURE:-**

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

WALLS:-

1. Laterite stone masonry for external walls and
2. Brick Masonary for internal walls.

PLASTER:-

External Double coat and internal single coat with neeru finish.

DOORS:-

1. Main door frames with teak wood and door Panel with teak,
2. Internal door frames with salwood and doors panel will be of marine ply.
3. French door for hall balcony with collapsible gate

WINDOWS:-

 S.P. Vasan 

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

TILES:-

1. Jaisalmer marble for flooring
 2. Antiskid ceramic tiles for bathroom flooring.
 3. Daddo :- Ceramic tiles daddo for bath rooms.
- Basic rate:- Vitrified tiles 48 to 55/per sq.ft

ELECTRICAL:-

ISI Mark wire of polycab make

POINTS:-

1. Living room: 3 light points, 2 plug points, 2 fan points.
2. Bed room: 2 light points, 2 plug point & 1 fan point.
3. Bath room: 2 light points, 15 AMP point exhaust fan point.
4. Kitchen room: 2 light points, 15 AMP point exhaust fan point.

PLUMBING:-

PVC CPVC piping with ISI mark fittings.
Geezer for kitchen tap

SANITATION:-

Hindware or CERA fitting (Plain Colour)

The aforesaid allotment of Shop and Flats are more specifically described in schedule-III & IV and shown and delineated in the plain with red colour boundary line annexed hereto this said Agreement

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



S.P. Vasan



SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED "VENDOR NO.1"
SHRI. PRAKASH TUKARAM VEREKAR



[Handwritten signature]

LEFT HAND FINGERPRINT IMPRESSION OF VENDOR
NO.1 SHRI. PRAKASH TUKARAM VEREKAR



RIGHT HAND FINGERPRINT IMPRESSION OF VENDOR
NO. 1 SHRI. PRAKASH TUKARAM VEREKAR



[Handwritten signature]

S.P. Verma

[Handwritten signature]

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED "VENDOR NO.2"
SMT. SHEELA PRAKASH VEREKAR.



S.P. Verekar

LEFT HAND FINGERPRINT IMPRESSION OF VENDOR
NO.2 SMT. SHEELA PRAKASH VEREKAR



RIGHT HAND FINGERPRINT IMPRESSION OF VENDOR
NO.2 SMT. SHEELA PRAKASH VEREKAR



[Signature] S.P. Verekar Attest

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



N. Desai
LEFT HAND FINGERPRINT IMPRESSION OF
PURCHASERS SHRI. NARAYANRAO R. DESAI



RIGHT HAND FINGERPRINT IMPRESSION OF
PURCHASERS SHRI. NARAYANRAO R. DESAI



In Presence of Witnesses:

1. Sanjay P D'souza
2. Anant A Sawant

[Signature]

[Signature]
[Signature]
S.P. Verma

N. Desai



GOVERNMENT OF GOA

Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
PONDA - GOA

Token No. CT/ON 220 -6691

Plan Showing plots situated at

Village : PONDA

Taluka : PONDA

Survey No./Subdivision No. : 171/ I-E

Scale : 1 : 500


22/9/20

(ANAND V. VAIGANKAR)

Inspector of Survey &
Land Records.



SURVEY No. 171

I-E

I-C

7

S.No. 172



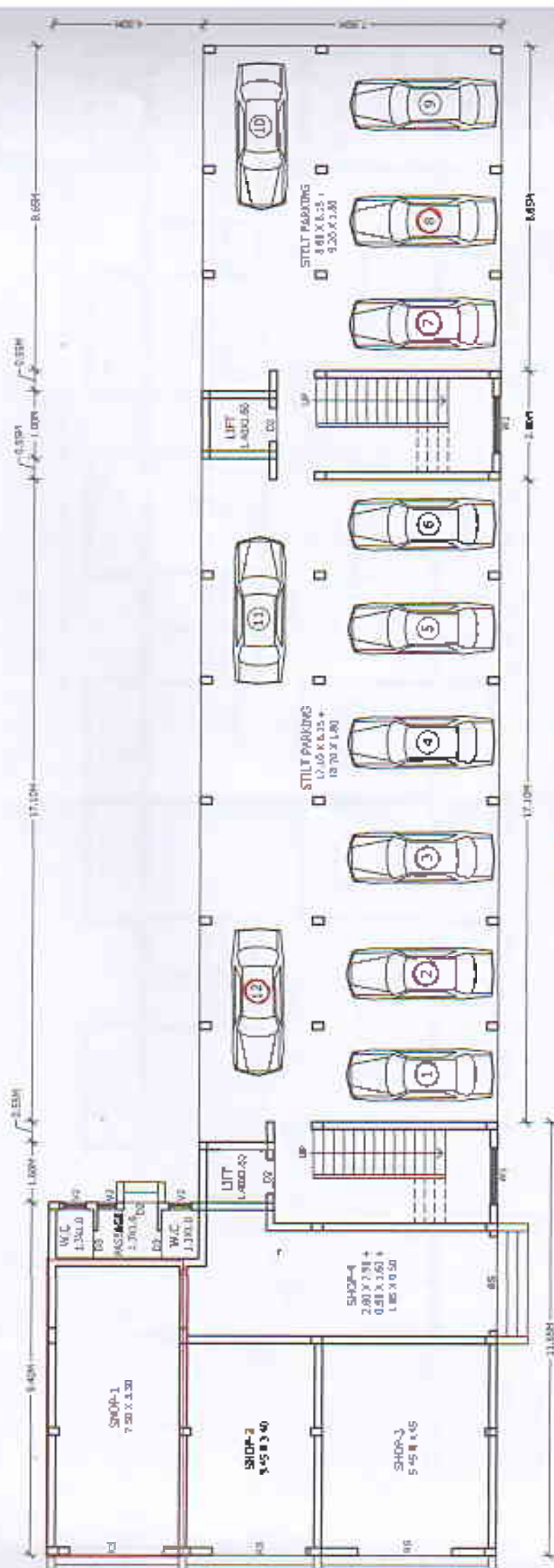
By : RUCHIITA MADKAIKAR (D'Man Gr. II)

14-09-2020



Compared By: DIGVIJAYA KERKAR (H.S.)

PLAN - 1



GROUND FLOOR PLAN

S-P. Verten

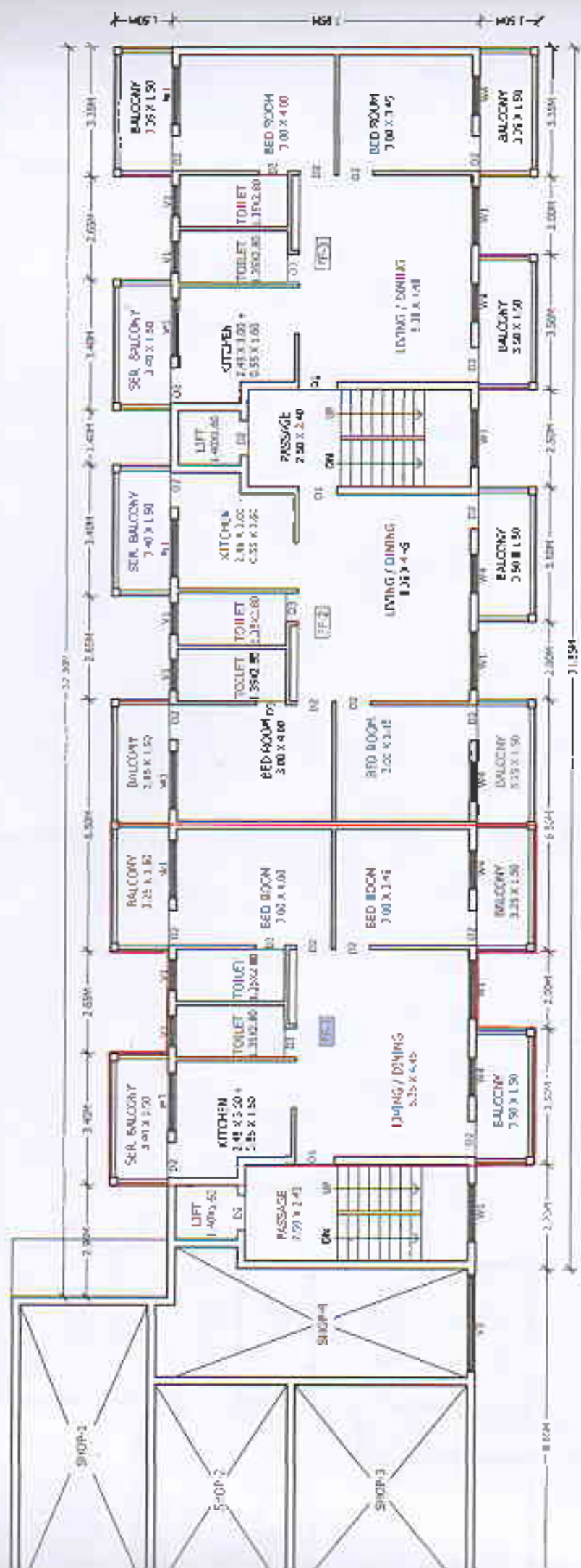
VENDOR

PURCHASER

10/10/2021



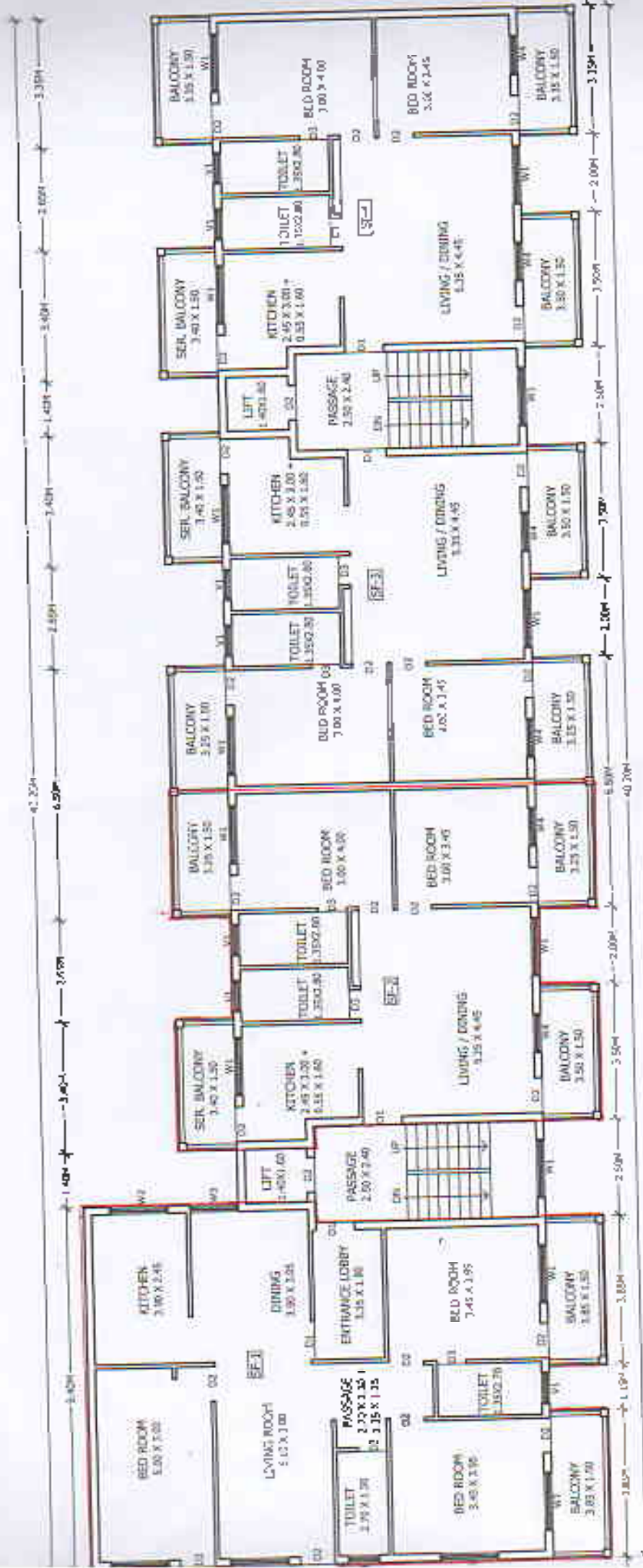
PLAN - 2



FIRST FLOOR PLAN

[Signature]
VENDOR

[Signature]
PURCHASER



SECOND FLOOR PLAN

S.P. Verma

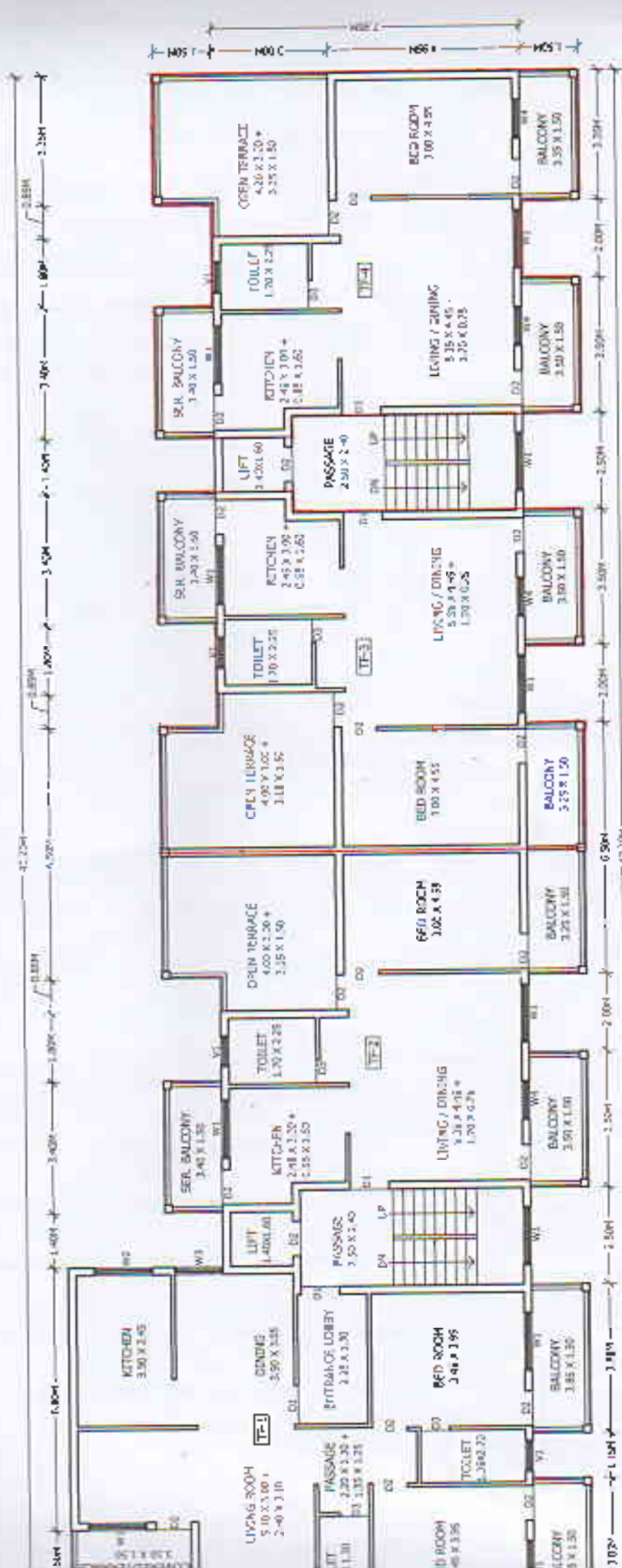
Noted

VENDOR

PURCHASER

YOGESH PRADHU
REG. NO. AR/0007201
REG. NO. CA. 00015904

PLAN 204,333



THIRD FLOOR PLAN

S.P. Verma

Architect

VENDOR

PURCHASER

YOGESH PRABHU GAONKAR
ARCHITECT
REG NO-AR00672010 ITP DEPT
REG NO-CA 1531/15394 (COUNCIL)

Government of Goa

Document Registration Summary 2

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

Date & Time : - 24-Sep-2020 02:09:49 pm

Serial Number :- 2020-PON-971

Registered at 02:09:09 pm on 24-Sep-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Ponda along with fees paid as follows

Sr.No	Description	Rs,Ps
1	Stamp Duty	295500
2	Registration Fee	356540
3	Processing Fee	490
Total		652530

Stamp Duty Required : 295500

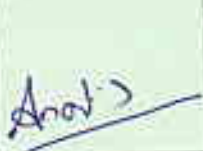
Stamp Duty Paid : 295500

Register

Party Name and Address	Photo	Thumb	Signature
Karayanrao Desai Proprietor Of Ms Desai Developers ,S/o - D/o Ramchandra Desai Age: 38, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No. 345-B opp. Viraj Wood Industry, Perigol, Kavlem, Ponda Goa, Address2 - PAN No.: [REDACTED]			

Register

Party Name and Address	Photo	Thumb	Signature
Prakash Tukaram Verekar Alias Pracash Tukaram Veronkar ,S/o - D/o Tukaram Vinayak Shet Verekar Age: 72, Marital Status: Married ,Gender:Male,Occupation: Doctor, Address1 - Flat No. F-1, Garkul Apartment, near Satyam Shivam Housing Society, Shantinagar, Ponda Goa, Address2 - PAN No. [REDACTED]			
Sheela Prakash Verekar ,S/o - D/o Shivarad Sundarrao Vardo Age: 68, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - Flat No. F-1, Garkul Apartment, near Satyam Shivam Housing Society, Shantinagar, Ponda Goa, Address2 - PAN No. [REDACTED]			
Karayanrao Desai Proprietor Of Ms Desai Developers ,S/o - D/o Ramchandra Desai Age: 38, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H.No. 345-B opp. Viraj Wood Industry, Perigol, Kavlem, Ponda Goa, Address2 - PAN No. [REDACTED]			

Party Name and Address	Photo	Thumb	Signature
Mr. Ashok Sawant, 28 , ,8275259357 , ,Service , Marital status : Married 403401 Borim, Ponda, SouthGoa, Goa			
Mr. D Souza, 45 , ,9049900807 , ,Advocate , Marital status : Married 403401 Nirancal, Ponda, SouthGoa, Goa			


Sub Registrar
SUB-REGISTRAR
PONDA





100011088023

FORM I & XIV

Date: 21/09/2020

नमूना नं 1 व 14

Page 1 of 1

Taluka PONDA

Village Ponda

Name of the Field Malar

Field Name

Survey No. 171

सर्वे नंबर

Sub Div. No. 1-E

हिल्दा नंबर

Tenure

रकबा प्रकार

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

Crop	Garden	Rice	Khajun	Khar	Morad	Total Cultivable Area
पिक	बागवत	सरी	खाजुन	खर	मोरद	एकूण लागण क्षेत्र
00.09.15	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.15

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

Pot-Kharab पोत खराब

Remarks शेर

Class (a) Class (b) Total Un-Cultivable Area

(अ)	(ब)	एकूण नापिक बांकी
0.00.00	0000.00.00	0000.00.00

Grand Total

एकूण
0000.09.15

As per Judgment and Order of the Dy. Collector
and SDJ Ponda dated 1st/10/2019 vide Case No.
POND/KOPART/USV/18/5735 and ISLR No.

Assessment:

Rs. 0.00

Foro

Rs. 0.00

Predial

Rs. 0.00

Rent

Rs. 0.00

1. Name of the Occupant

प्रकाश तुकाराम वेकर

Khata No.

खते नंबर

Mutation No.

फेरफार नं

Remarks

शेर

1. Prakash Tukaram Verekar

34470

2. Name of the Tenant युक्त क्षेत्र

Khata No.

खते नंबर

Mutation No.

फेरफार नं

Remarks

शेर

Other Rights इतर हक्क

Rights of Person holding rights and nature of rights:

हक्क धारक व्यक्तीचा नांव व हक्क प्रकार

Mutation No.

फेरफार नं

Remarks

शेर

* Nil

Details of Cropped Area रिकानवर्तीस क्षेत्राचा मागणीस

Name of the Cultivator	Mode	Season	Name of Crop	Irrigated	Unirrigated	Land not Available for Cultivation नवील रतील		Source of Irrigation	Remarks
लागण करणारा नांव	रीत	मौसम	पिकवलेला पिक	आगारित	आगारित	Nature	Area	सिंचनाचा स्रोत	शेर
				Ha,Ars,Sq.Mtrs	Ha,Ars,Sq.Mtrs	प्रकार	हे. आर. चौ. मी.		
Nil				हे. आर. चौ. मी.	हे. आर. चौ. मी.		हे. आर. चौ. मी.		

End of Report

For further inquiries, please contact the Mamlatdar of the concerned Taluka.

