

Rupees six Lacs Eighty Seven Thousand Five Hundred only)

For CITIZEN CREDIT CO-OP. BANK LTD.



Sahflrah
Authorised Signatory

CITIZEN CREDIT CO-OPERATIVE
BANK LTD 1
SAPANA BEKERER CO-OP, HSG SOCIETY LTD
ST. JOSEPH ROAD, BORDA,
MARGAO - GOA 403 602
D-5/STP(V)/C.R./35/3/2011-RD

भारत 31931
137421
INDIA

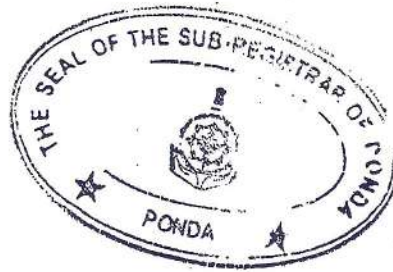
NON JUDICIAL
JAN 08 2021

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Rs.0687500/- PB7223

INDIA STAMP DUTY GOA

Name of Purchaser... SARTHAK DEVELOPERS



144/2021

PON-1-137-2021

Rajesh D.S. Vernekar *Jesud*

AGREEMENT OF SALE

शुभांगी नंदा नाडक

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This Agreement of Sale is entered here at Ponda this 8th day of January 2021 between the following parties:

[1] Mrs. **SHUBHANGI NANDA NAIK** widow of Nanda Narayan Naik and daughter of Kashinath U. Kalangutkar, housewife, aged 62 years, holding PAN CARD No. _____ and AADHAR CARD No. _____ residing at H.No. W8/164/10 Kazivadda Ponda Goa

[2] Mr. **RAMA NANDA NAIK** son of late Nanda Narayan Naik, married, business, aged 45 years, holding PAN CARD No. _____ and AADHAR CARD No. _____ and his wife

[3] Mrs. **ARCHANA R. NAIK** daughter of Rohidas Borkar, housewife, aged 42 years holding PAN CARD No. _____ and AADHAR CARD No. _____ both residing at H.No. W8/164/10 Kazivadda Ponda Goa

[4] Mr. **DILIP @ DEELIP NANDA NAIK** son of late Nanda Narayan Naik, married, service aged 43 Years holding PAN CARD No. _____ and AADHAR CARD No. _____ and his wife

[5] Mrs. **SARIKA D. NAIK** daughter of Krishnanath Naik, housewife, aged 35 years, holding PAN CARD No. _____ and AADHAR CARD No. _____ both residing at H.No. W8/164/10 Kazivadda Ponda Goa,

[6] Mr. **SUDHIR RAMNATH BORKAR** son of late Ramnath Gopal Borkar, business, aged 57 years, holding PAN CARD No. _____ and AADHAR CARD No. _____ and his wife

[7] Mrs **ANADHA SUDHIR BORKAR** daughter of Chandrakant Rao, housewife, aged 53 years holding PAN CARD No. _____ and AADHAR CARD No. _____ both residing at H.No. 202 'Shiv Prabhat' R.K. Vaidhya Road, Dadar, Mumbai 400 028

[8] Mr. **GOPAL @ SUNIL RAMNATH BORKAR** son of late Ramnath Gopal Borkar, married, business, aged 53 years, holding PAN CARD No. _____ and AADHAR CARD No. _____ and his wife

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[9] Mrs SUVIDYA GOPAL BORKAR daughter of Chandrakant Tandel, housewife, aged 45 years holding PAN CARD No. _____ and AADHAR CARD No. _____ both residing at H.No. 202 'Shiv Prabhat' R.K. Vaidhya Road, Dadar, Mumbai 400 028 and

[10] MEENAXI @ MINAXI RAMNATH BORKAR daughter of late Ramnath Gopal Borkar, spinster, household aged 36 years, holding PAN CARD No. _____ and AADHAR CARD No. _____ herein after called to

as the **OWNERS/VENDORS** [which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, legal representatives, administrators, executors and assigns] of the one part;

AND

11. M/s **SARTHAK DEVELOPERS** a partnership Firm duly registered under the Indian Partnership Act 1932 having its office at Near Rajiv Gandhi Kala Mandir, Bethora Road, Ponda Goa represented by is Managing partner **Mr. RAJESH SHIVDAS VERENKAR** son of Shivdas Atmaram Verenkar, married, business, aged 47 years, residing at Upper Bazaar Ponda Goa and holding PAN CARD No. _____ and AADHAR CARD No. _____ here in after called to as the **PURCHASER/DEVELOPER** [which expressions shall unless repugnant to the context or meaning thereof mean and include its administrators, successors, and assigns] of the other part

AND

[12] Mr. **VINAYAK NARAYAN NAIK** son of Narayan Sazro Naik, married, agriculturist, aged 73 years holding PAN CARD No. _____ and AADHAR CARD No. _____ and his wife

[13] Mrs. **SHOBA VINAYAK NAIK** daughter of Raghu S. Naik housewife, aged 60 Years, holding PAN CARD No. _____ and AADHAR CARD No. _____ both residing at H.No. 24, Kazi Vada Ponda Goa, here in after called to as the **CONFIRMING PARTY** [which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, legal

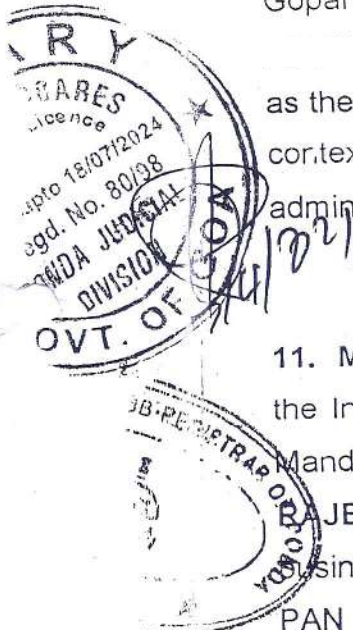
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representatives, administrators, executors and assigns] of the third part. The above parties are all Indian Nationals.

The Owners/Vendors at Sr. Nos. 6, 7, 9 and 10 are represented here in by their duly constituted attorney Mr. GOPAL alias SUNIL RAMNATH BORKAR @ Mr. GOPAL RAMNATH BORKAR son of late Ramnath Gopal Borkar, business, aged 54 years, residing at H. No. 202 'Shiv Prabhat' R.K. Vaidhya Road, Dadar, Mumbai 400 028 [Vendor No.8] by virtue of a power of attorney dt. 16th day of December 2020 duly executed before the Joint Sub Registrar at Mumbai City in Book No. 4 under register No. Mum/5/9248/2020 dt. 16.12.2020. The said power of attorney is valid and subsisting and parties thereto are all living persons.

WHEREAS one late Narayan Sazro Naik was the absolute owner of a portion of land admeasuring 2500 sq. metres designated as **GORBATA BICHALEM @ BHAT BICHALEM also as KAZI WADO'** situated at Ponda formerly the known as Queula within the area and jurisdiction of Ponda Municipal Council of the Taluka and Sub District of Ponda of the South Goa District of the State of Goa and which land as a distinct unit is registered in the Land Registration Office of Ilhas Goa under No. 467 of Book B 2 new and also enrolled in the Matríz record under No. 730 and is surveyed under No. 164/5 of Village Ponda and is also found inscribed in the said Land Registration Office of Ilhas under Inscription No. 24953 of Book G 38 in the name of Narayan Sazro Naik and which land as per the Land Registration document is bounded as under:

East : by the descending water if the hill,

West : by the rivulet,

North : by the land of Caji family,

South : by the land belonging to Ramani family.

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AND WHEREAS the said land as per the survey plan under No. 164/5 of Village Ponda is bounded as under:

East : by the survey No. 163/4 and municipal Road,

West : by the survey No. 164/4,

North : by the survey No. 163/4 and 5,

South : by the survey No. 164.

Which portion is more particularly described in the Schedule I herein below.

AND WHEREAS this land came to the ownership and possession of the said late Narayan Sazro Naik by virtue of its purchase made by him from the previous owner Mr. Caji Mamod Miam alias Sahib by a Deed dt. 26th day of April 1962 duly registered before the then Notary of Ponda Court Shri Tatu Naique on Book No. 349 at pages 1 onwards.

AND WHEREAS the said land Gorbhat Bichalem as a whole came to the ownership and possession of the previous owner Mr. Caji Mamod Miam alias Sahib by virtue of its allotment made to him in the Inventory Proceeding which took place in the Civil Court of Ponda on the death one Rogina Bibi Caji wife of Caji Foquir Sab alias Caji Mamod Mohidin and Caji Mamod Miam being one of the sons who latter on sold a portion of the said property to late Narayan Sazro Naik as stated above.

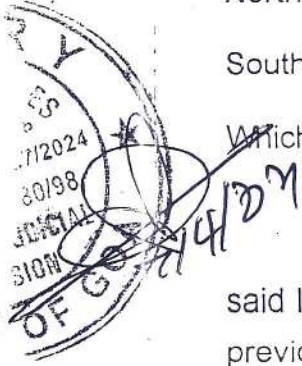
AND WHEREAS the said late Narayan Sazro Naik married to Bhagirati having expired left behind them four children namely i] Mr. Nanda N. Naik since deceased married to Shubhangi ii] Mr. Vinayak Narayan Naik married to Shoba iii] Mrs. Nirmala N. Naik since deceased married for the first time to Ramnath G. Borkar and iv] Mrs. Pushpa N. Naik who also got married to the said Ramnath G. Borkar the second time after the death of his first wife Nirmala and having the said Ramnath Gopal Borkar and his second wife also having expired, they together left behind them four children namely a] Sudhir

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Ramnath Borkar married to Anadha b] Mr. Gopal Ramnath Borkar married to Suvidhya c] Mrs. Purnima married to Sujit Nabar and d] Miss Meenaxi spinster which fact is made known by virtue of a Deed of Succession executed on the death of the said Ramnath Gopal Borkar before the Notary Ex officio of Salcete on 21st day of August 2007 on the Book of Deeds No. 1510 at folios 51 onwards.

AND WHEREAS the above Mrs Purnima Ramanth Borkar @ Mrs. Purnima Nabar @ Mrs. Shamika Sujit Nabar daughter of late Ramnath Borkar and her husband Mr. Sujit P. Nabar son of Pradeep Nabar both major in ages residing at H.No. 202 'Shiv Prabhat' R.K. Vaidhya Road, Dadar, Mumbai 400 028 have by a Deed of Relinquishment of Rights dt. 23rd day of November 2020 duly executed before the Notary Ex officio of Salcete and recorded at folios 10 to 11 o the Book of Deeds No. 1659 have ceded, released, renounced and relinquished all their illiquid and undivided rights in the estate of their parents and parents in law late Ramnath Gopal Borkar @ Ramanath Gopal Naik @ Ramnath Naik @ Ramanth Borcar and as such they have no right to the said land and are not in the list of Vendors herein.

AND WHEREAS on the death of the above Nanda Narayan Naik he left behind him his widow Mrs. Shubangi and five children namely i] Rama Nanda Naik married to Archana ii] Dilip Nanda Naik married to Sarika iii] Suteja Nanda Naik married to Eknath Vast iv] Mrs. Suvarna Nanda Naik married to Bhupendra Naik v] Mrs. Supriya Nanda Naik married to Sudesh Parxencar

AND WHEREAS the daughters of late Nanda N. Nayak namely i] Mrs. Suvarna Nanda Naik married to Bhupendra Naik have by a Deed of Relinquishment dt. 4th day of August 2017 duly executed before the Notary Ex officio of Ponda under Book No 418 at folios 68 onwards have relinquished their undivided right to the estate of late Nanda Narayan Naik and late Narayan Sazro Naik and wife Bhagirathi, similarly the second daughter ii] Mrs. Supriya

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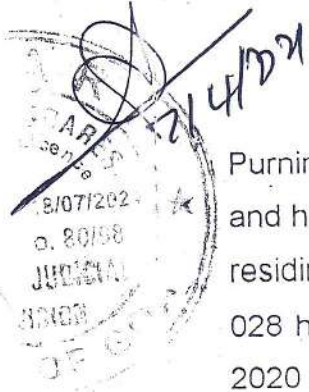
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Nanda Naik married to Sudesh Parsekar have by a Deed of Relinquishment dt. 12th day of October 2017 duly executed before the notary Ex officio of Bardez Mapusa on Book No. 858 at folios 31 onwards have relinquished their undivided right to the estate of late Nanda Narayan Naik and late Narayan Sazro Naik and wife Bhagirathi. So also the third daughter by name Mrs. Suteja Nanda Naik married to Eknath Vasta have by Deed of Relinquishment dt. 12th day of September 2017 duly registered before the Notary Ex officio of Quepem on Book No. 603 at folios 83 V. onwards relinquished their undivided right to the estate of late Nanda Narayan Naik and late Narayan Sazro Naik and wife Bhagirathi by which relinquishment their mother and mother in law Shubangi Nanda Naik and their two brothers Rama N. Naik and Dilip N. Naik along with their spouses became the sole and exclusive owners of the said right of late Nanda Narayan Naik.

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AND WHEREAS on the death of the said Narayan Sazro Naik and his wife, his children namely Nanda N. Naik and wife Shubangi, Mr. Vinayak N. Naik and wife Shoba and Mrs. Pushpa Ramnath Borkar widow of Ramnath Gopal Borkar as Vendors sold to their nephews Mr. Sudhir Ramnath Borkar and his brother Gopal alias Sunil Ramnath Borkar both sons of Ramnath Gopal Borkar an area of 1250.00 sq. meters out of the total area of 2500 sq. metres of the said above mentioned property known as Gorbata Bichalem forming part of the survey No. 164/5 of Village Ponda by a deed of sale dt. 25th day of July 2011 duly registered before the Sub Registrar Office of Ponda under register No. 1832 at pages 203 to 230 of Book No. I volume 1892 dt. 08.08.2011 and which portion as per the said deed is bounded as under:

East : by the land of Caji Cutbodin and others,

West : by the part of the same property under Survey No. 164/5,

North : by the land of the said Caji Cutubodin and others,

South : by the land of Talvodkars of Ponda

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AND WHEREAS by a Deed of sale dt. 12th day of April 1967 duly registered before the Sub Registrar Office of Ponda under register No. 242 at pages 145 to 149 of Book No. I volume 5 dt. 30.11.1967 one Mr. Sahile son of Kaji Foquir Sab represented by his attorney Mr. Kazi Mohamed Issak Sahib son of Kazi Mohamed Hossen as Vendors sold to Mr. Ramnath Gopal Borcar and his wife Nirmala Ramnath Borkar residents of Borim a portion of land admeasuring 280 sq. meters of the property known as Gorbhat Bishalem situated at Ponda within the area and jurisdiction of Ponda Municipal Council of the Taluka and Sub District of Ponda of the South Goa District of the State of Goa and which land as a whole is registered in the Land Registration Office of Ponda under No. 467 of Book B 2 new and also wholly enrolled in the Matriz records under No. 730 and separately surveyed under No. 164/4 of Village Ponda and which land as per the said deed is bounded as under:

East : by the property of Shri Ramanth of Queula,
 West : by the property of Gones Sinai Talvadkar,
 North : by the remaining land of the said Owners Caji,
 South : by the land sold to Narayan Sazro Naik.

AND WHEREAS the said land as per the survey Plan under No. 164/4 of Village Ponda is found as having an area of 250 sq. metres which is bounded as under:

East : by the survey No. 164/5,
 West : by the survey No. 164/3,
 North : by the survey No. 163/3 and
 South : by the survey No. 164

Which portion is more particularly described in the **Schedule II** herein below

Of which portion the said Ramnath Gopal Borkar now his heirs the Owners mentioned at Sr. No. 6 to 10 became the exclusive owners and the same,

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which portion of land is adjoining to the land purchased by the said Ramnath Gopal Borkar of an area of 1250 sq. metres of the above mentioned property.

AND WHEREAS presently an area of 1250 sq. metres belongs jointly to all the Owners/Vendors and also belonged to the Confirming Party and the remaining area of 1250 sq. metres belongs separately to the Owners/Vendors at Sr. No. 6 to 10 exclusively in addition to an area of 280 sq. meters but shown as 250 sq. metres in survey records as stated above, who had planned jointly to develop the said land for the construction of buildings/bungalows etc. and since it was not feasible for all the parties to come together and carry on with the said plan of construction the Owners/Vendors have agreed to entrust and/or sell the said land to the Developer/Purchaser herein above.

AND WHEREAS the Owners/Vendors No. 10 and Mrs. Purnima R. Borkar and husband Sujit P. Nabar who are from the family of the Owners/Vendors Nos. 6 to 9 have been paid by the Vendors/Owners 6 to 9 towards their share in the said land to which they were entitled to and which fact has been incorporated in the Inventory proceedings which was initiated on the death of the original owner Mr. Narayan Sazro Naik and wife Baghirati and described here in below.

AND WHEREAS the above parties the Owners/Vendors who are descendants of the original owner Mr. Narayan Sazro Naik and wife Bhagirati with a view to perfect their title to the inheritance of the said their ancestors filed an Inventory Proceedings in the Court of the Civil Judge Senior Division at Ponda under Inventory File No. 62/2018/C wherein all the heirs of late Mr. Narayan Sazro Naik and wife Bhagirati, so also the heirs late Nanda Narayan Naik and late Nirmala Narayan Naik @ Nirmala Ramnath Borkar and Puspha Narayan Naik @ Puspha Ramnath Borkar and late Ramnath Gopal Borkar were brought on record and were allotted the above mentioned property as per their shares and which allotment was finalized by the Judgment and Decree passed in the said Proceeding dt. 13.09.2019 without any appeal.

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AND WHEREAS as per the said Judgement and Decree passed in the said Proceedings under Inventory File No. 62/2018/C the Vendors/Owners are entitled to the said land were allotted as and by way of their shares as under:

i] Heirs of late Nanda Narayan Naik i.e.

Mrs. Shubhangi Nanda Naik 5%

Rama Nanda Naik and wife 10%

Dilip Nanda Naik and wife 10% being undivided shares.

[Other heirs have relinquished their rights]

ii] Mr. Vinayak Narayan Naik and his

wife Mrs. Shoba V.Naik 25% [Vendors herein]

iii] Heirs late i] Nirmala Narayan Naik @ Nirmala

Ramnath Borkar ii] Mrs. Puspha Narayan Naik

@ Pushpa Ramnath Borkar both wives of late

Ramnath Gopal Borkar being

Mr. Sudhir Ramnath Borkar & wife 25% and

Mr Gopal Ramnath Borkar & wife 25%.

[Other heirs have been paid their shares]

AND WHEREAS the above Vendors/Owners along with other co owners who have been settled/relinquished/paid/sold their respective shares prior and after the filing of the above mentioned Inventory Proceedings had entered into a Provisional Agreement of sale with the Purchaser/Developer termed as Agreement of sale and Development dt. 8th day of December 2017 duly registered before the Notary Public Shri Nelson Soares under Serial No. 4643 dt. 12.12.2017 agreeing to allot to the Vendors/Owners flats/land/plots etc. as per the terms, clauses and conditions of the said Agreement as also

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some assurances and acts which needed to be complied with by the Vendors/Owners, have now been complied with.

AND WHEREAS in view of the said development and change of circumstances and in view of the Inventory Proceedings Judgment it became necessary to change, alter and re assess the terms and conditions of the old agreement for which purpose the parties hereto have agreed to cancel, annul and reframe new terms and conditions by cancelling the old agreement dt. 08.12.2017 and enter into new Agreement by virtue of the present agreement which the parties hereby do and on execution and signing of this Agreement the old Agreements dt. 08.12.2017 automatically stands cancelled and annulled for legal purposes.

AND WHEREAS the Confirming Party Mr. Vinayak Narayan Naik and his wife Mrs. Shoba Vinayak Naik son and daughter in law of original owner late Mr. Narayan Sazro Naik and his wife Baghirati have already been paid off their share in the said land and as such have no right, title or interest to the same, but all the same they intervene in this Agreement as Consenting Party with a view to give a clear and marketable title to the Developer/Purchaser and confirms the terms and conditions of this Agreement.

AND WHEREAS on the undertaking of the Owners/Vendors that they would clear their title to the inheritance of late Narayan Sazro Naik and his wife Bhagirati by way of legal documents to the satisfaction of the Developer/Purchaser and/or his advocate the Developer/Purchaser and having done so, the Purchaser has agreed to purchase the said entire land of 2500 sq. metres from the Owners/Vendors, being 1250 sq. metres from all the Owners/Vendors and the remaining area of 1250 sq. metres from the Owners/Vendors at Sr. No. 6 to 10 and the additional area of 280 sq. metres and shown as 250 sq. metres in survey records now belonging to the Owners/Vendors at Sr. No. 6 to 10 for the purpose of putting up some buildings and other structures as per the plan and design of the Developer/Purchaser

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and having the parties discussed the terms which would govern this Agreement cum Sale and Development in detail and having the parties been fully satisfied with the terms discussed they have agreed to put the said terms in writing which are as under:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That by this Agreement the Owners/Vendors herein have agreed to sell to the Developer/Purchaser the above mentioned land under survey No. 164/5 of Village Ponda of an area of 2500 sq. meters being an area of 1250 sq. metres belonging to all the Vendors/Owners and the balance area of 1250 sq. metres belonging to Vendors/Owner at Sr. No. 6 to 9 along with the additional area of 280 sq. metres presently shown as 250 sq. metres in Survey No-164/4 of Village Ponda of the Owners/Vendors Nos. 6 to 9 and towards the price of the said land the Developer/Purchaser has agreed to pay them towards the market value of the said land as the said land comes in C1 Zone, and which payment is done at their request which is as follows:

A] To the Vendor No. 1 – One single bed room flat of 40 sq. meters being its carpet area and Cash consideration of 15 lakhs by cheque No. 053932 drawn on the Bank of India Ponda Branch dt. 14.12.2017.

B] To the Vendor No. 2 and 3: Double bed room flat of 67 sq. meters being its carpet area and one bed room flat of 40 sq. metres, being its carpet area and one shop of 16 sq. meters being its carpet area and Rs. 10,00,000/- [Rupees ten lakhs only] towards their share in the said land out of which a sum of Rs. 2,50,000/- [Rupees two lakhs fifty thousand only] has been paid by way of a cheque bearing No. 143575 drawn on the Bank of India Ponda Branch dt. 24.10.2019, receipt of which the said Vendors hereby admit and acknowledge and the balance sum of Rs. 7,50,000/- [Rupees seven lakhs fifty thousand only] shall be paid within a period of 18 months from the signing of this agreement, which has been agreed by the Vendors.

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C] To the Vendor No. 4 and 5: Two Double bed room flat of 67 sq. meters each, being its carpet area respectively and one shop of 16 sq. meters being its carpet area and Rs. 10,00,000/- [Rupees ten lakhs only] towards their share in the said land out of which a sum of Rs. 2.50,000/- [Rupees two lakhs fifty thousand only] has been paid by way of a cheque bearing No. 143576 drawn on the Bank of India Ponda Branch dt. 24.10.2019, receipt of which the said Vendors hereby admit and acknowledge, and the balance sum of Rs. 7,50,000/- [Rupees seven lakhs fifty thousand only] shall be paid within a period of 18 months from the signing of this agreement, which has been agreed by the Vendors.

D] To the Vendor No. 6 and 7: Three Double bed room flats each of 67 sq. metres each being its carpet area respectively and Rs. 6 lakhs paid by cheque No. 053940 drawn on the Bank of India Ponda Branch dt. 21.12.2017, receipt of which the said Vendors hereby admit and acknowledge, One double bed room flat of 60 sq. meters and two shops of 16 sq. metres each both being its carpet areas respectively.

E] To the Vendor Nos. 8 and 9: Four double bed room flats of 67 sq. meters being its carpet areas respectively and cash consideration of Rs. 6 lakhs. by cheque bearing No. 053939 both drawn on the Bank of India Ponda Branch dt. 21.12.2017 receipt of which the said Vendors hereby admit and acknowledge, one double bed room flat of 60 sq. meters and one shop of 16 sq. meters, both being its carpet areas respectively.

The total value of the above flats, shops and cash paid and to be paid is to the tune of Rs. 2,37,00,000/- [Rupees two crores thirty seven lakhs only] being the value of the flats and shops Rs. 1,90,00,000/- [Rupees one crore ninety lakhs only] and Rs, 47,00,000/- [Rupees forty seven lakhs only] towards the cash paid and to be paid to the Owners/Vendors.

The allotment of the above flats shall be from the second floor onwards rationally on all the floors as per the approved plan, which allotment has been discussed and agreed by all the parties concerned herein. The area mentioned


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herein above shall be the carpet area. It is further agreed between the parties that all the shops to be allotted to the Owners/Vendors shall be on the eastern side of the plot of Survey No. 164/5 of Village Ponda.

2. The parties hereto state that the Owners/Vendors have handed over the possession of the said land to the Developer/Purchaser for commencing the initial work of development who has taken its possession on signing of this agreement.

3. The Owners/Vendors hereby authorize the Developer/Purchaser to contact the necessary proposed buyers of the flats, shops, offices, go downs, duplex bungalows etc. taking into consideration the reservation of the flats reserved to the Owners/Vendors as stated above which allotment shall be finalized after the Owners/Vendors on providing the 8.00 metres wide road as stated here in above.

4. The Owners/Vendors hereby state that besides the above persons who represent as Owners/Vendors there are no other heirs or legal representatives, creditors or any other persons having any right, title or interest to the above land or any part thereof and that the Owners/Vendors have not entered into similar agreements or any such agreement with any other party/ies and that the said land is free from any litigation, encumbrances, liens, burdens, attachments etc. and in case of such claims are raised by any such parties here after it shall be the full responsibility of the Owners/Vendors to answer such claims and keep the Developer/Purchaser indemnified of any loss that may cause to it and shall reimburse such loss as claimed by the Developer/Purchaser as the Owners/Vendors are in absolute physical possession and enjoyment of the said property, except the tenant whose claim should be settled by the Developer/Purchaser at his costs.

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5. The construction activity, the elevations, structural and allied services shall be as per the approved plan and within the Bye Laws, rules and regulations as per the municipality, PDA and statutory Government authorities, and shall be as per the directives of the architect Mr. Bhaskar Chandeparkar and the Developer/Purchaser shall develop the said plots at the its own cost and expense by constructing building/s consisting of flats, shops, offices, etc. in the said plots as required by the Developer/Purchaser after obtaining all the approval, NOC's Licenses, and permissions from the competent authorities.

6. The Owners/Vendors shall not object the Developer/Purchaser to sell or dispose off the flats, shops, garages, offices, etc. which form part of the said building/s with the exception of the flats reserved to the Owners/Vendors. The Developer/Purchaser shall be free to enter into any agreements, deeds, mortgages, releases and get the said portions sold to third parties with the Owners/Vendors as Consenting parties who shall sign the necessary agreements and deeds by obtaining power of attorney from the co owners among themselves and represent the said co owners in the said transaction before the Sub Registrar of Ponda for any kinds of agreements and deeds which may be specified in the said power of attorney/ies. Mortgages if any shall not include the shops or structures reserved to the Vendors.

7. The Owners/Vendors shall sign all the documents agreements, deeds which may be required from time to time by the Purchaser/Developer provided that Developer/Purchaser keeps up to the terms of the Agreement.

8. The Parking and open space shall be properly developed by the Developer/Purchaser as shown in the Plan which shall be drawn at a latter date after the Developer/Purchaser is satisfied with the documents of title of the Owners/Vendors as stated above.

शुभांगी नंदा नाईक
Kunayak. N. Naik
शुभांगी नंदा नाईक

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9. In case of any disputes between the parties they shall settle the same among themselves with the help of the Architect Mr. Bhaskar Khandeparkar with office at Ponda and on their failure to settle the same, the parties shall take recourse to law open to them.

10. The Vendors/Owners shall have a right to supervise the construction activity carried on by the Developer/Purchaser of the portions reserved to the Owners/Vendors in the said portion and point any mistakes, deficiencies, etc. which shall have to be rectified, subject to the approved plans, by the Developer/Purchaser immediately with the intervention of the architect Mr. Bhaskar Khandeparkar

11. In case of any litigation, controversies, shares, right, title or interest or any stay order from the court of law due to the fault of the Owner/Vendors and/or from their family members or third parties who claim through the Owners/Vendors or such other litigation/s between the parties then the Owners/Vendors shall give sufficient time to the Developer/Purchaser to complete the project until the settlement or final Order of the Court and the cost of litigation shall be borne by the Developer/Purchaser.

12. The clauses, terms and conditions mentioned herein are incorporated after the parties hereto have discussed the same thoroughly after successive meetings and the same shall not be changed or altered except if both the parties agree to the same in writing.

13. The Developer/Purchaser is free to modify the construction plans, amalgamate or submit new plans to the Ponda Municipal Council or any other authority if need be in respect of the remaining part of the building but the construction of the residence of the Vendors/Owners shall be as per the terms agreed herein and as per the approved plans

शुभांगी अंदो नाइक
Kunayak. N. Naik
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14. The Developer/Purchaser shall not involve the Owners/Vendors as a guarantor for any financial loans availed to it.

15. Both the parties shall take steps to form a co operative Housing Society after taking due advances from the owners of the said flats and shops. Offices, go downs etc. which advances shall be taken at the time of executing the necessary agreements with the proposed purchaser/s and the amount taken for the formation of the Co operative Society shall be deposited in a separate account to be opened jointly in the name of the First and Second party and the said amount shall be utilized for the formation of the said proposed society.

16. The Developer/Purchaser shall have a free hand to deal with all his clients or purchaser who may want to purchase the flats, shops, offices or go downs etc. in the said building/s as also shall be free to erect the building/s as per the approved plan without any interference from the Owners/Vendors or their family members.

17. If the Owners/Vendors desires to make any changes or additional work in the specifications if permitted by the Developer/Purchaser they will have to pay in advance the additional cost arising therefrom before the said work is taken up for execution, which request or change shall be in writing and for the purpose of payment the same shall be considered as extra item and the said amount shall be paid in advance. Any work beyond the specifications shall be treated as extra work irrespective of the writing between the parties.

18. The Owners/Vendors shall at no time demand partition of their interest in the said building and the land it being agreed and desired by the Owners/Vendors that their interest in the said property is impartible.

शुभांगी नंदा नाईक
Kunayak. N. Naik
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19. The Owners/Vendors hereby covenant with the Developer/Purchaser that they shall not hold the Developer/Purchaser liable for any additions, alternations or improvement that may have to be made to the original plan at the instance of the Municipality or Town and Country Planning or any other authority concerned. However the area agreed to be given the Owners/Vendors shall remain as agreed upon herein above.

20. The Owners/Vendors shall be bound to sign all the papers and documents and do all other things and matters as the Developer/Purchaser may require the Owners/Vendors to do from time to time on their behalf for safeguarding inter alia the interests of the Owners/Vendors and other holders of the said building.

21. The Owners/Vendors shall not cause any hindrance or raise any objections during the execution of the work by the Developer/Purchaser as per the plans approved by the Municipality and under instructions from the architect and engineers.

*22. The Owners/Vendors shall not object for further construction activity to be carried on by the Purchaser/Developer in view of the increase of F.A.R. of the said building or land or in view of the change of the land rules, building by laws or such other modifications whereby the Developer/Purchaser can construct additional floor, provided that the plans are passed for the said additional construction by the competent authorities. The Owners/Vendors shall also not object for the amalgamation of the said plot with other plots for the purpose of joining one or more buildings therein as per law in force.

23. The Purchaser/Developer shall be entitled to extension of time if the building materials or such other raw materials are not available easily or due to such other circumstances which are beyond the control of the Developer/Purchaser which extension shall be certified by the Engineer/Architect of the Developer/Purchaser and shall be binding on the

शुभांगी नंदा नाईक
Kunayak. N. Naik
शुभांगी नंदा नाईक

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Owners/Vendors for which necessary notice shall be given by the Developer/Purchaser to the Owners/Vendors regarding the said extension.

24. The Owners/Vendors shall assist and help the Developer/Purchaser to get all the documents and papers which may be required hereafter as also give all the necessary signatures, NOC's, affidavits, statements of any other writing which may be required by the Developer/Purchaser from time to time.

25. Any litigation between the proposed purchaser/s of flats/shops/offices/bungalows/premises and the Developer/Purchaser shall be looked after by the Developer/Purchaser and the Owners/Vendors shall not be responsible in whatsoever manner in the same.

26. The entire construction expenses of the proposed building in the below mentioned portion shall be done by the Developer/Purchaser as per the specification agreed upon.

27. The Owners/Vendors herein have executed a power of attorney in favour of the Developer/Purchaser being an irrevocable power of attorney today with a view to carry on with the work of development as mentioned in the present agreement which shall continue until the end and shall not be cancelled so long as the terms of this agreement are complied with by the Developer/Purchaser.

28. The Vendors shall furnish the following documents to the Developer/Purchaser the following documents within a period of one month and if necessary produce the originals as and when required by the Developer/Purchaser:

A) Title documents.

B) Description and Inscription certificate of the said plots.

शुभांगी नंदा नाईक
Kunayak. N. Naik
शुभांगी नंदा नाईक

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C] Nil Encumbrance certificate.

D] Matriz records.

E] Survey Records.

F] Copy of the Inventory Proceedings.

G] Any other document which may be required hereafter which is not in possession of the Developer/Purchaser.

29. The Developer/Purchaser shall commence the work of construction as a soon as the construction Licence is issued by the competent authority and hand over the possession of the said flats to the Vendors within a period of three years from the date of the construction Licence issued by the competent authority and a deed of exchange or sale needs to be executed whose cost shall be shares by the Owners/Vendors and Developer/Purchaser in equal proportion. The bills towards the electricity, water and house tax shall commence from the date of possession of each flat/shop to the Owners/Vendors. The expenses towards the electricity and water connection to the said flats/shops shall be borne by the Developer/Purchaser and on handing possession all the future maintenance shall be of the Vendors.

30. In case the Developer/Purchaser is unable to obtain construction licence within a period of two years or the extended period which may be agreed upon from the execution of this agreement the Owners/Vendors shall be free to enter into fresh agreement with any other parties of their choice without the further intervention of the Developer/Purchaser and the money shall be refunded in full.

31. On failure of the Developer/Purchaser to hand over the possession of the flats agreed here in above after three years from obtaining the construction Licence or on the expiry of the extended period of six months as agreed herein then the Developer/Purchaser shall be liable to pay to the respective owner

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Kunayak. N. Naik
शुभाषी जेदा जेडेन

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whose possession is not handed over a sum of Rs. 5,000/- per flat p.m. towards the compensation or rent which would accrue from the said premises.

32. In case of any dispute arises between the parties the same shall be referred to Arbitrator mutually agreed upon as provided under the Indian Arbitration Act.

33. In case this agreement requires registration under the existing laws or the new amended enactments then the Owners/Developers along with the Developer/Purchaser shall take necessary steps to register the same and in case due to delay or on account of limitations this agreement cannot be registered then the parties shall execute a fresh agreement incorporating the same terms and conditions but extending the proportionate period and register the agreement. However all the expenses irrespective of registration shall be bore by the Developer/Purchaser.

34. Parties are entitled to specific performance of the terms and conditions of this Agreement at their own cost and expense respectively.

35. The Developer/Purchaser shall provide suitable accommodation in the form of four double bed room flats to the Owner/Vendors as per the terms agreed between the parties within a period of 60 [sixty] days of issuing the construction licence to the said project till possession of new flats are handed over to the Owners/Vendors.

36. The Developer/Purchaser shall construct and hand over the flats to the owners on priority basis after obtaining occupancy certificate.

37. It is well understood by and between the parties that 'Carpet area' means the net useable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive of balcony appurtenant to the said Apartment for the exclusive use of the Allottee or

शुभांगी नंदा नाईक
Kunayak. N. Vaik
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veranda but includes the area covered by the internal portion walls of the Apartment.

38. The old Provisional Agreement dt. 08.12.2017 duly registered with the Notary Public Shri Nelson Soares under Serial No. 4643 dt. 12.12.2017 stands cancelled, revoked and annulled for all legal effects and none of the parties shall claim any right, title or interest in respect of any of the clauses, terms and conditions of the said Agreement.



SCHEDULE I HEREIN ABOVE REFERRED TO:

ALL that portion of land admeasuring 2500 sq. metres designated as **GORBATA BICHALEM @ BHAT BICHALEM also as KAZI WADO'** situated at Ponda formerly the known as Queula within the area and jurisdiction of Ponda Municipal Council of the Taluka and Sub District of Ponda of the South Goa District of the State of Goa and which land as a distinct unit is registered in the Land Registration Office of Ilhas Goa under No. 467 of Book B 2 new and also enrolled in the Matríz record under No. 730 and is surveyed under No. 164/5 of Village Ponda and is also found inscribed in the said Land Registration Office of Ilhas under Inscription No. 24953 of Book G 38 in the name of Narayan Sazro Naik and which land as per the Land Registration document is bounded as under:

East : by the descending water if the hill,

West : by the rivulet,

North : by the land of Caji family,

South : by the land belonging to Ramani family.

The said land as per the survey plan under No. 164/5 of Village Ponda is bounded as under:

East : by the survey No. 163/4 and municipal Road,

शुभांगी नंदा नाईक

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West : by the survey No. 164/4,

North : by the survey No. 163/4 and 5,

South : by the survey No. 164.

SCHEDULE II HEREIN ABOVE REFERRED TO:

All that portion of land admeasuring 250 sq. metres designated as GORBATA BICHALEM @ BHAT BICHALEM also as KAZI WADO' situated at Ponda the known as Queula within the area and jurisdiction of Ponda Municipal Council of the Taluka and Sub District of Ponda of the South Goa District of the State of Goa and which land as a distinct unit is registered in the Land Registration Office of Ilhas Goa under No. 467 of Book B 2 new and also enrolled in the Matríz record under No. 730 and is separately surveyed under No. 164/4 of Village Ponda and is also found inscribed in the said Land Registration Office of Ilhas under Inscription No. 24953 of Book G 38 in the name of Narana Sazro Naik and which portion now forming a separate and distinct unit is bounded as under:

East : by the property of Xri Ramnath of Queula,

West : by the property of Gones Sinai Talvodcar,

North : by the remaining land Gorbhat Bichalem,

South : by the land of Narayan Naik.

The above land as per the survey records is bounded as under:

East : by the survey No. 164/5,

West : by the survey No. 164/3,

North : by the survey No. 163/3,

South : by the survey No. 164,

शुभांगी नंदा नाईक

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Narayan N. Naik
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IN WITNESS WHEREOF the parties hereto have set and subscribed their hands the day and place here in above mentioned in the presence of two witnesses after the same was read by them and they found the same as per their wish.

Ponda this 8th day of January 2021.

RK
21/4/2021
OFFICE OF THE SUB-REGISTRAR OF PONDA

The Vendors/Owners

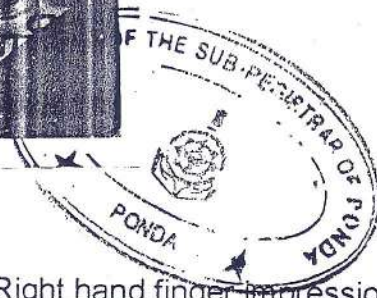
1. शुभांगी नंदा नाईक

[Signed by Mrs. Shubhangi N. Naik]

PHOTOGRAPH



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Left hand finger impressions

Right hand finger impressions.



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शुभांगी नंदा नाईक
Kunayak. N. Naik
शुभांगी नंदा नाईक

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2. RAMA . N . NAIK

[Signed by Mr. Rama Nanda Naik]

PHOTOGRAPH

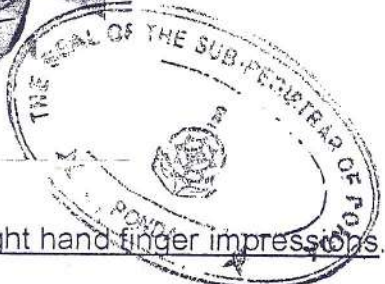


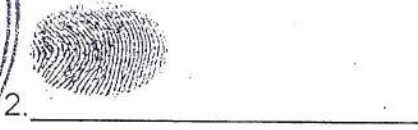
Left hand finger impressions

Right hand finger impressions.

इसभंगी नंदा नाईक
Kinayak. N. Naik
शोभादि, नाईक

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Handwritten signature and official stamps. One stamp includes a star and the text 'J.B. PERWATRA'. Another stamp is partially visible with the text 'Kendriya'. The signature is written in a cursive style.

3. ARCHANA-RAMA-NAIK
[Signed by Mrs. Archana R. Naik]

PHOTOGRAPH

शुभांगी नंदा नाईक
शोभावि. नाईक
Kunayak. N. Naik

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Left hand finger impressions Right hand finger impressions.

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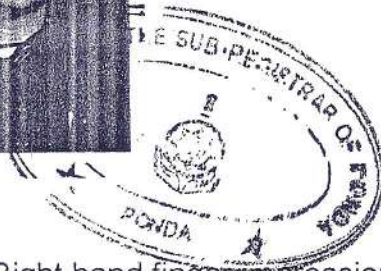
Kunayak. N. Naik

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4. Dilip N. Naik
[Signed by Mr. Dilip Nanda Naik]

PHOTOGRAPH



Handwritten scribble and the number '7/4/21'.

Left hand finger impressions

Right hand finger impressions.

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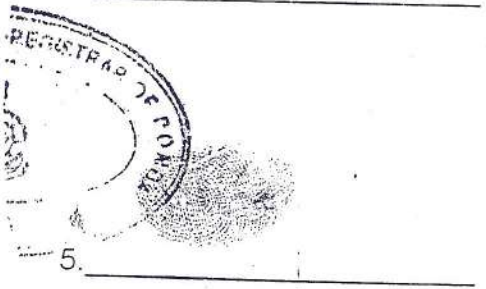
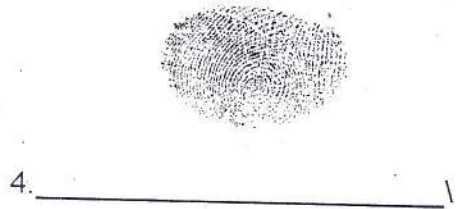
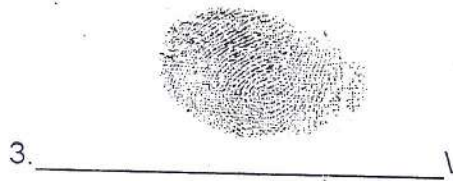
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Inspector

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5. Sarika D. Naik

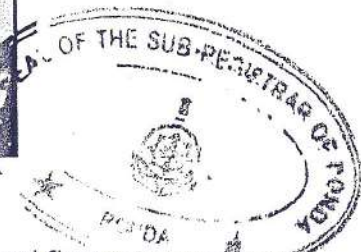
[Signed by Mrs. Sarika Dilip Naik]

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Left hand finger impressions

Right hand finger impressions.



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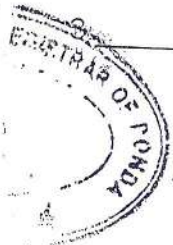
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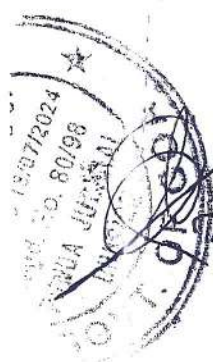


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5. Gopal Ramnath Borkar *Gopal*

[Signed by the Owner/Vendor No. 8

Mr. Gopal alias Sunil Ramnath Borkar
for self and as attorney of the Owners

Vendors Nos.6, 7 to 10]

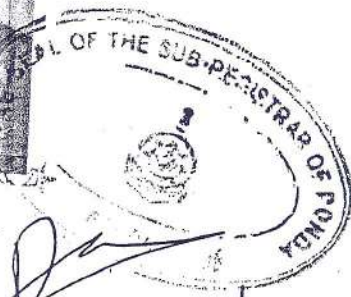


Gopal

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Gopal

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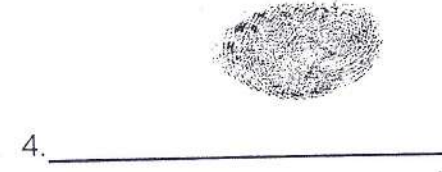
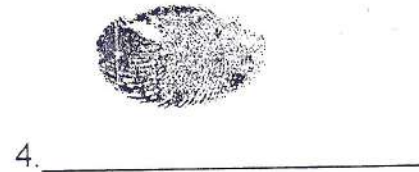
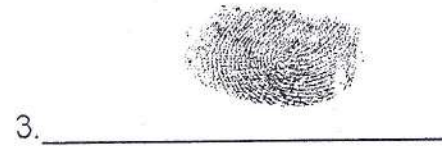
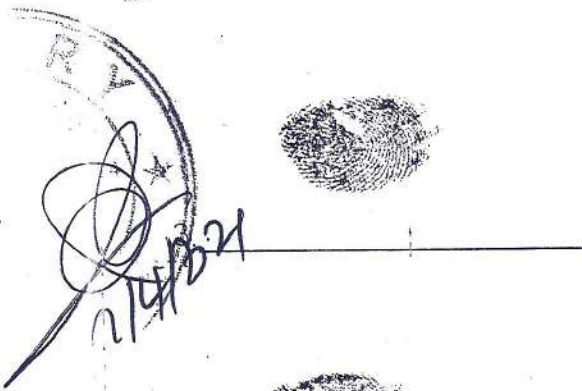
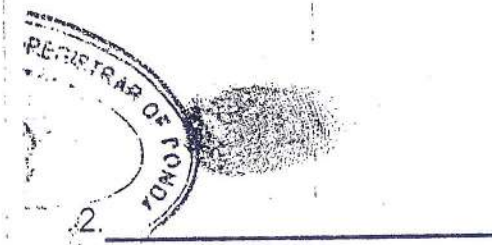
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शुभांगी नंदा नाईक

शोभा वि. नाईक
Vijayak. N. Naik

Left hand finger impressions

Right hand finger impressions.



सुभांगी नंद नाईक

Kunayak. N. Naik

शोभा वि. नाईक

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The Purchaser/Developer

6. 

[M/s SARTHAK DEVELOPERS a partnership Firm duly registered under the Indian Partnership Act 1932 represented by is Managing partner Mr. RAJESH SHIVDAS

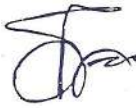
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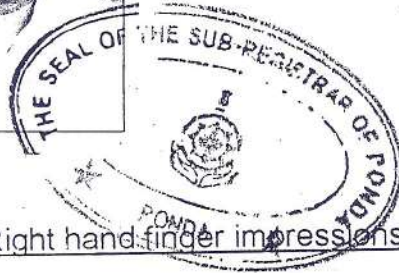
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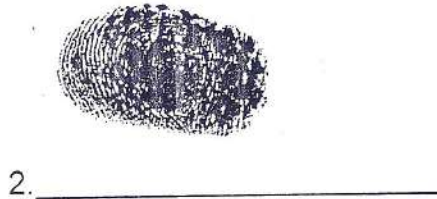






Left hand finger impressions

Right hand finger impressions.

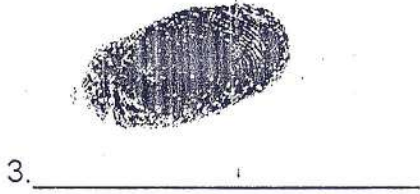


सुभांगी नंदा माईका
Kumayak. N. Verenkar
श्री श्री वि. नरेंद्रन

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The Confirming Party

7. Vinayak. N. Naik

[Signed by Mr. Vinayak Narayan Naik]

PHOTOGRAPH



Handwritten signature: Vinayak Naik



Left hand finger impressions

Right hand finger impressions.

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Handwritten text in Devanagari script

Vinayak. N. Naik

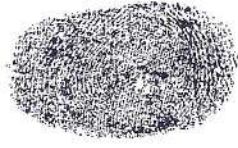
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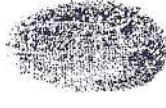
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8. शोभा दे. नारयण

[Signed by Mrs. Shoba Narayan Naik]

PHOTOGRAPH

शुभादे.नारयण

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Shobha K. N. Naik

शोभा दे. नारयण

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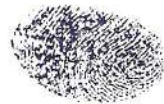
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Sub Registrar

शुभांगी नंदी नाईक
Kunayak. N. Naik
श्री भूखंड २१३०१

Sub Registrar

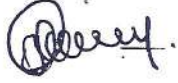
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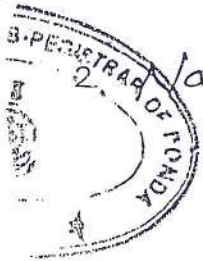
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The Witnesses



Chelona A Shet Talaulim 
R/o Ponda - Goa



Varayan - M. Nagrekar 
R/O Talaulim - Ponda



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Dr. Shobha D. Nair



शुभांगी नंदा नाईक







Kunayak V. Naik



GOVERNMENT OF GOA

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

Tokan No. CPON-219-5555



Plan Showing plots situated at
Village : PONDA
Taluka : PONDA
Survey No./Subdivision No. : 164/ 4 & 5
Scale : 1 : 500

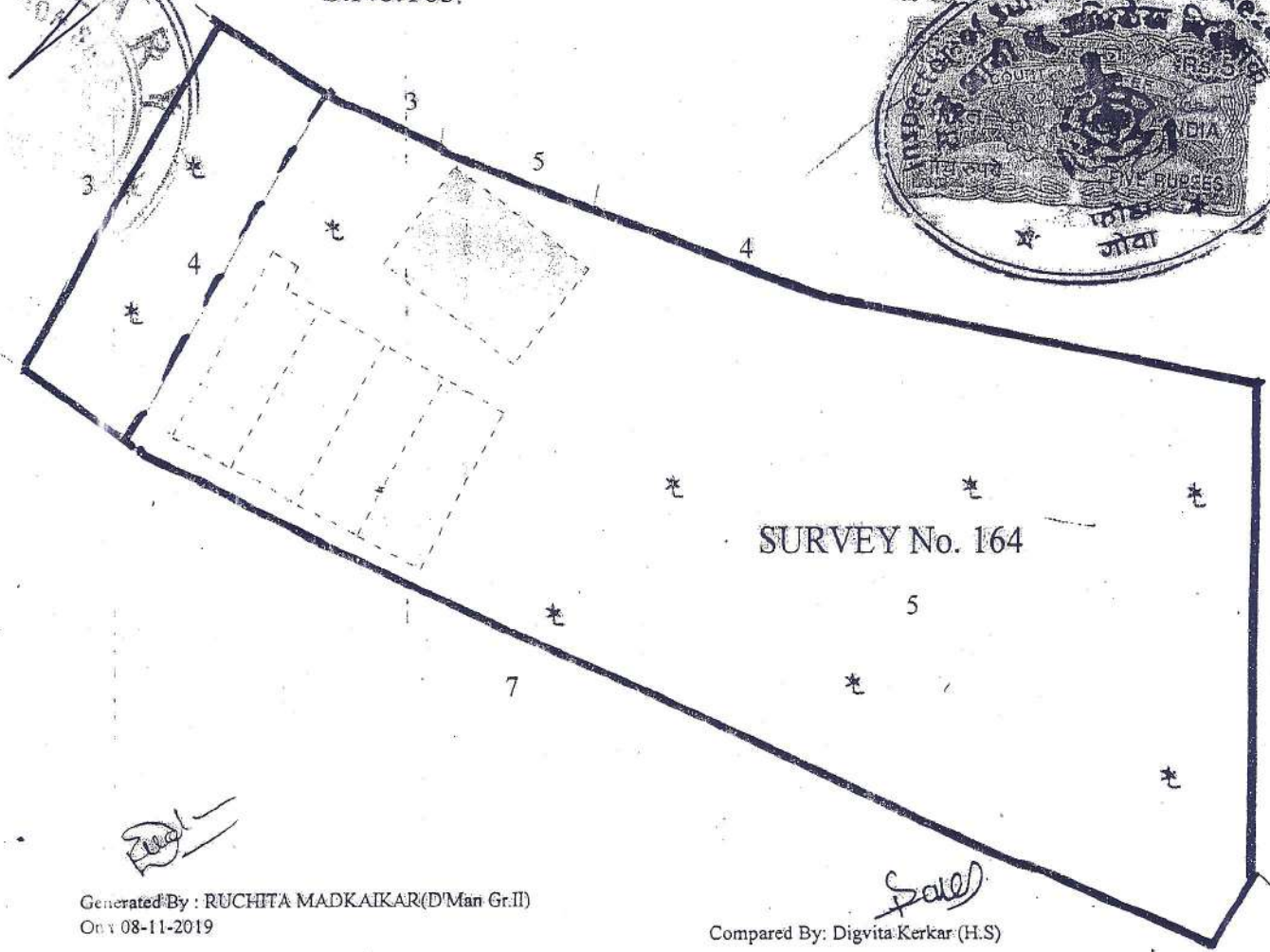


Matondkar
(A. A. MATONDKAR)

Inspector of Survey and Land Records



S.No. 163.



Generated By : RUCHITA MADKAIKAR (D/Man Gr.II)
On 08-11-2019

Compared By: Digvita Kerkar (H.S)

शुभांगी नंदा नाईक

ARCHANA-RAMA-NAIK

Kunayak. N. Nair
शोभाई नाईक

Daleas

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Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 25-Jan-2021 12:01:14 pm

Document Serial Number :- 2021-PON-144

Presented at 11:01:14 am on 25-Jan-2021 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 | 687300 |
| 2 | Registration Fee | 829500 |
| 3 | Processing Fee | 820 |
| Total | | 1517620 |

Stamp Duty Required :687300/-












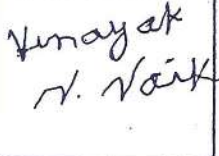


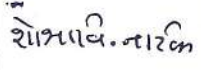
Stamp Duty Paid : 687500/-

Presenter

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|--|-------|-------|-----------|
| 1 | Rajesh Shivdas Verenkar Managing Partner Of Ms Sarthak Developers ,Father Name:Shivdas A Verenkar, Age: 47, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Upper Bazar Ponda Goa, Address2 - , PAN No.: | | | |







Executer

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|--|-------|-------|-----------|
| | Shubhangi Nanda Naik , Father Name:Kashinath U Kalangutkar, Age: 62, Marital Status: Widow ,Gender:Female,Occupation: Housewife, H.No. W8-164-10, Kaziwada Ponda Goa, PAN No.: | | | |
| 2 | Rama Nanda Naik , Father Name:Nanda Naik, Age: 45, Marital Status: Married ,Gender:Male,Occupation: Business, H.No. W8-164-10, Kaziwada Ponda Goa, PAN No.: | | | |
| 3 | Archana R Naik , Father Name:Rohidas Borkar, Age: 42, Marital Status: Married ,Gender:Female,Occupation: Housewife, H.No. W8-164-10, Kaziwada Ponda Goa, PAN No.: | | | |
| 4 | Dilip Alias Deelip Nanda Naik , Father Name:Nanda Naik, Age: 43, Marital Status: Married ,Gender:Male,Occupation: Service, H.No. W8-164-10, Kaziwada Ponda Goa, PAN No.: | | | |
| 5 | Sarika D Naik , Father Name:Krishnanath Naik, Age: 35, Marital Status: Married ,Gender:Female,Occupation: Advocate, H.No. W8-164-10, Kaziwada Ponda Goa, PAN No.: | | | |

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|---|---|---|---|
| 6 | Gopal Alias Sunil Ramnath Borkar , Father Name:Ramnath Gopal Borkar, Age: 53, Marital Status: Married ,Gender:Male,Occupation: Business, H.No. 202, Shiv Prabhat R.K. Vaidhya road, Dadar Mumbai, PAN No.: |  |  |  |
| 7 | Gopal Alias Sunil Ramnath Borkar Power Of Attorney Holder On Behalf Of Vendor No Six Seven Nine And Ten , Father Name:Ramnath Borkar, Age: 53, Marital Status: ,Gender:Male,Occupation: Business, H.No. 202, Shiv Prabhat R.K. Vaidhya road, Dadar Mumbai, PAN No.: , as Power Of Attorney Holder for Meenaxi Alias Minaxi Ramnath Borkar |  |  |  |
| 8 | Rajesh Shivdas Verenkar Managing Partner Of Ms Sarthak Developers , Father Name:Shivdas A Verenkar, Age: 47, Marital Status: Married ,Gender:Male,Occupation: Business, Upper Bazar Ponda Goa, PAN No.: |  |  |  |
| 9 | Vinayak Narayan Naik , Father Name:Narayan S Naik, Age: 73, Marital Status: Married ,Gender:Male,Occupation: Agriculturist, No. 24, Kaziwada, Ponda Goa, PAN No.: |  |  |  |
| 10 | Shoba Vinayak Naik , Father Name:Raghu S Naik, Age: 60, Marital Status: Married ,Gender:Female,Occupation: Housewife, H.No. 24 Kaziwada Ponda Goa, PAN No.: |  |  |  |

Witness

I/We individual/Collectively recognize the Vendor, Purchaser, Confirming Party,

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|-------|--|---|---|---|
| 1 | Name: Debrah Indra Soares, Age: 35, DOB: , Mobile: 9623401238 Email: , Occupation: Advocate , Marital status : Married , Address: 403401, H.No. 101 Tisk Ponda Goa, H.No. 101 Tisk Ponda Goa, Ponda, Ponda, South Goa, Goa |  |  |  |
| | Name: Narayan Nagvekar, Age: 42, DOB: , Mobile: 7507603322 Email: , Occupation: Service , Marital status : Married , Address: 403401, H.No. 264 Holibhat Talaulim Ponda Goa, H.No. 264 Holibhat Talaulim Ponda Goa, Telaulim, Ponda, South Goa, Goa |  |  |  |

Sub Registrar

SUB - REGISTRAR
PONDA

Document Serial Number :- 2021-PON-144

Document Serial No:-2021-PON-144

Book :- 1 Document
Registration Number :- **PON-1-137-2021**
Date : 25-Jan-2021

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

**SUB - REGISTRAR
PONDA**

