

(Rupees Two Lakhs Forty Thousand Seven Hundred only)

CITIZEN CREDIT CO OPERATIVE
BANK LTD
SAPANA BERKIER CO-OP, HSG SOCIETY LTD
ST. JOSEPH ROAD, BORDA,
MARGAO - GOA 403 632

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Rs.0240700/- PB7223
INDIA STAMP DUTY GOA

For CITIZEN CREDIT CO-OP. BANK LTD.



Helha

Authorized Signatory

Name of Purchaser..... *SARTHAK DEVELOPERS*

395/2021



POTU-1-391-2021




AGREEMENT OF DEVELOPMENT


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Amal *Ant* *Abhi* *...* *...*

This **AGREEMENT OF DEVELOPMENT** is made at Ponda, Goa, on this 4th day of March, 2021 (04/03/2021),
BETWEEN :

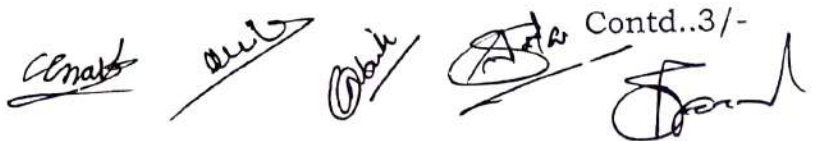


1. **SMT. CHANDRIKA CHANDRACANTA NAIK** alias **CHANDRIKA CHANDRAKANT NAIK** alias **VILAS BABULI NAIK**, daughter of Babuli Gopi Naik and wife of late Chandracanta Antu Naik alias Chandrakant Antu Naik alias Chandrakant Naik, aged 58 years, married, housewife, Indian National, having PAN : _____ and ADHAR No. _____, and her son;



2. **SHRI. SANAT CHANDRAKANT NAIK**, son of late Chandrakant Antu Naik alias Chandracanta Antu Naik alias Chandrakant Naik, aged 31 years, Bachelor, occupation service, Indian National, having PAN : _____ and ADHAR No. _____; both above residents of H. No. 172/45, Shantinagar, Ponda, Goa, and;

3. **SMT. CHANDRAKALA CHANDRAKANT NAIK** alias **SNEHA SAMIR NAIK**, daughter of late Chandrakant Antu Naik alias Chandracanta Antu Naik alias Chandrakant Naik, wife of Samir Madhu Naik, aged 33 years, married, occupation service, Indian National, having PAN : _____ and ADHAR No. _____, and;

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4. **SHRI. SAMIR MADHU NAIK**, son of Madhu Naik, aged 39 years, married, Occupation service, Indian National, having PAN : _____ and ADHAR No _____, both above residents of H. No. 814, Near Panchayat, Nagar, Priol, Mardol, taluka Ponda, Goa, 403404, hereinafter called together as "**THE VENDORS**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **FIRST PART**;

AND

5. **M/S SARTHAK DEVELOPERS**, a Partnership Firm, registered under the Indian Partnership Act, 1932, before Registrar of Firms, Panaji, Goa, having its registered office near Rajiv Kala Mandir, Silva Nagar, Ponda, Goa, having PAN : _____, represented herein by its Partner, Shri. Rajesh Shivdas Shet Verenkar, son of Shivdas Shet Verenkar, aged 47 years, married, businessman, Indian National, resident at H. No. 136/16, Atmaram Niwas, Shantinagar, Ponda, Goa, having ADHAR No. _____, hereinafter referred to as "**THE DEVELOPER**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its Directors and their successors and assigns) of the **SECOND PART**.

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Samir Naik *and* *Rajesh Shet Verenkar*

WHEREAS the VENDORS are absolutely seized and possessed and sufficiently entitled to a piece of land previously marked as Plot No. 26, admeasuring 1321.00 sq. mts, now bearing distinct survey No.172/6-L, of village Ponda, in the property known by name " LOCONDIEM" situated at Shantinagar, Ponda, Goa, within the limits of Ponda Municipal Council, taluka and registration sub-district of Ponda, being part of the larger property by name " LOCONDIEM FIRST ADICAO " (hereinafter referred to as the " **Said larger Property**" for the sake of brevity) consisting of two sub-divisions or Glebas, the first named as "LOCONDIEM" and the second as " CUMBARBATA", described as whole in the Land Registration Office of Ilhas under No. 299 of Book B-1 (New) and enrolled in the taluka land revenue office under Matriz No. 1032 and which piece of land is more particularly described in the **Schedule I** hereunder written and shall hereinafter be referred to as the "**Said Piece of Land**".

AND WHEREAS the said larger property by the name " LOCONDIEM FIRST ADICAO " was owned and possessed by Shri. Shrikrishna Jaganath Kamat and his brother Shri. Vithal Jaganath Kamat, who purchased the same in equal shares from Doctor Francisco Oriando Coelho under a Deed of Sale dated 26/07/1963, duly written in Book No. 1195 at page 47 of the Notary of Margao, Mr. Santa Rita Vaz.

AND WHEREAS vide a Deed of Gift, dated 24/02/1972, duly registered in the office of the Sub-Registrar of Ponda,

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who was husband/father/father-in-law of the VENDORS and the abovementioned land owners agreed to sell to said Chandrakant Naik, said piece of land on which his house existed along with some surrounding area at reasonable price.

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AND WHEREAS disputes arose between the above mentioned three joint owners due to disagreement in partitioning of their assets and a civil suit was filed in the Court of the Civil Judge, Senior Division at Margao, Goa, which civil suit was registered as Special Civil suit No. 49/79/B, with Shri. Ravindra S. Kamat, Shri. Jagannath S. Kamat and Smt. Usha Jagannath Kamat as Plaintiffs and Shri. Virendra Vithal Kamat, represented by his father Shri. Vithal Jagannath kamat as Defendant, wherein Shri. Dilip Dharma Kurtarkar, was appointed as the court receiver.



AND WHEREAS the owners who were parties to the suit and who agreed to sell some pieces of land to the owners of the existing houses in the said larger property, requested the court receiver to seek leave of the Court of Civil Judge Senior Division at Margao, to execute the sale Deeds to convey the pieces of land to the respective house owners, which permission was granted by the Court by its order dated 02/02/1995, directing the said court receiver to execute the Deeds of Sale to the house owners.

AND WHEREAS pursuant to the said permission by the Court, the Court receiver, Shri. Dilip Kurtarkar, duly

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appointed so by the Civil Judge Senior Division, Margao, in Special Civil Suit No. 49/79/B, sold the said Piece of land marked as Plot No. 26, to late Chandrakant Antu Naik, vide a Deed of Sale dated 22/12/1995, duly registered in the office of the Sub-Registrar of Ponda, Goa, under Reg. No. 347 at pages 225 to 236 of Book I Volume 811 on 03/03/2005.

AND WHEREAS said Chandrakant Antu Naik and his family has been in peaceful possession and occupation of the said Piece of land since its purchase.

AND WHEREAS said Chandrakant Antu Naik expired on 28/11/2016 and a Deed of Succession dated 04/05/2017 was drawn in the Notarial Office of the Judicial Division of Ponda, whereby Smt. Vilas Babuli Naik alias Chandrika Chandrakant Naik was declared as his Moity holder and half sharer and Smt. Chandrakala Chandrakant Naik alias Sneha Samir Naik married to Samir Madu Naik and Shri. Sanat Chandrakant Naik, bachelor, were declared as the sole and universal heirs of late Chandrakant Antu Naik.

AND WHEREAS the VENDORS are the lawful owners having absolute title, right and interest to the said Piece of land and are in peaceful possession of the same without any encumbrances and are entitled to sell the same or make use or enjoyment of the same as per their own choice.

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Sanat

AND WHEREAS the DEVELOPER herein has approached the VENDORS with an intention to develop a part admeasuring 800.00 sq. mts. of the said Piece of Land, which part is marked in red colour boundary on the plan annexed to this Agreement and signed by the parties hereto and more particularly described in the **Schedule II** hereunder written and shall hereinafter be referred to as the "**Said Plot**".



AND WHEREAS pursuant to the negotiations by and between the parties hereto the VENDORS are desirous of appointing the DEVELOPER as developer of the said Plot more particularly described in the Schedule II hereunder written for the consideration and upon the terms and conditions hereinafter appearing:



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

- (1) In pursuance to the agreement to develop the said Plot admeasuring 800.00 sq. mts. described more particularly in the Schedule II hereunder written, the VENDORS do hereby nominate, constitute and appoint the DEVELOPER to develop the said Plot by constructing building thereon as per the plans/specifications to be approved and/or sanctioned by the Ponda Municipal Council, Ponda-Goa and the Competent Authority under the

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Goa Town and Country Planning Act, 1974 and other relevant Planning and Development Authorities and to sell the flats, shops, offices and parking lots built in the said building constructed and hereby entrust and hand over to the DEVELOPER the work and right of development of the said Plot described in Schedule II hereunder written on the terms and conditions hereinafter contained.

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GOA

SECRETARY OF TOWN
PLANNING

- (2) In consideration of the VENDORS having appointed the DEVELOPER as the developer of the said Plot and the VENDORS agreeing to allow the DEVELOPER to appropriate to itself the entire profits arising from the development scheme, the DEVELOPER hereby agree to pay to the VENDORS the total consideration for the said Plot, partly in the sum of Rs.35,00,000/- (Rupees Thirty Five Lakh Only) and partly by constructing and delivering unto the VENDORS, 3 (three) number of double bedroom flats, each admeasuring an area of approximately 80.00 sq. mts. (Super Built Up), situated on Upper Ground, Second and third floor bearing Nos. 01, 201 and 301 respectively along with 3 (three) slots of stilt parking, each of 12.5 sq. mts. area, with specifications as described in Schedule III hereunder written, in the building to be constructed on the said Plot as per the approved plans. The VENDORS hereby agree to any changes in the area, location or the dimensions of the three

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Flats to be allotted to them, which are necessary to be done in the Plan for either maximum utilization of the F.S.I of the Plot or to comply with any statutory requirements and/or due to directions from any such statutory authority or under unavoidable circumstances.

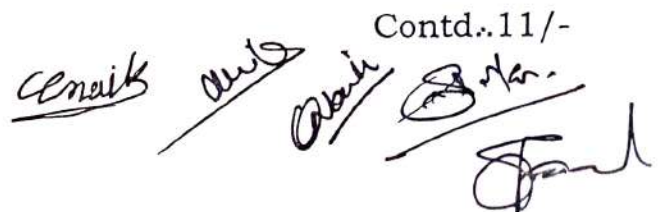
(3) The DEVELOPER agrees to pay to the VENDORS, the consideration to be paid in terms of the amount of Rs.35,00,000/- (Rupees Thirty Five Lakh Only) and the three flats to be allotted in the following manner:

(a) Rs.5,00,000/- (Rupees Five Lakh Only) being the part consideration is paid by the DEVELOPER to the VENDOR at Sr. No. 1 at the time of the execution of these presents vide Cheque No. 133609 dated 04/03/2021 drawn on Bank of India Ponda, Goa, (the payment and receipt whereof the VENDORS jointly and severally do hereby admit, acknowledge and acquit, release and discharge the DEVELOPER forever subject to realization of the cheque). On execution of these presents the VENDORS shall hand over vacant and peaceful possession of the said Plot to the DEVELOPER for the purpose of development.

(b) Rs.5,00,000/- (Rupees Five Lakh Only) is to be paid by the DEVELOPER to the VENDOR at Sr.





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No. 1 on or before 01/05/2021, for which a postdated cheque bearing No.133610, dated 01/05/2021, drawn on Bank of India, Ponda, is given at the time of execution of this Agreement.

(c) Rs.5,00,000/-(Rupees Five Lakh Only) is to be paid by the DEVELOPER to the VENDOR at Sr. No. 1 on or before 01/09/2021, for which a postdated cheque bearing No.133611, dated 01/09/2021, drawn on Bank of India, Ponda, is given at the time of execution of this Agreement.

(d) Rs.5,00,000/-(Rupees Five Lakh Only) is to be paid by the DEVELOPER to the VENDOR at Sr. No. 1 on or before 01/01/2022, for which a postdated cheque bearing No.133612, dated 01/01/2022, drawn on Bank of India, Ponda, is given at the time of execution of this Agreement.

(e) Rs.10,00,000/-(Rupees Ten Lakh Only) is to be paid by the DEVELOPER to the VENDOR at Sr. No. 1 on or before 01/05/2022, for which a postdated cheque bearing No.133613, dated 01/05/2022, drawn on Bank of India, Ponda, is given at the time of execution of this Agreement.

(f) Rs.5,00,000/-(Rupees Five Lakh Only) is to be paid by the DEVELOPER to the VENDOR at Sr.

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No. 1 on or before 01/09/2022 for which a postdated cheque bearing No.133614 dated 01/09/2022, drawn on Bank of India, Ponda, is given at the time of execution of this Agreement.

The VENDORS do hereby jointly and severally admit the receipts of the above mentioned postdated cheques and further agree to admit and acknowledge the receipt of the amount and to acquit, release and discharge the DEVELOPER forever, subject to realization of the amount mentioned in each of the above mentioned cheques.

- (g) Flat No. 01 admeasuring approximately 80.00 sq. mts. situated on the upper ground floor to be allotted to the VENDOR at Sr. No. 2.
- (h) Flat No. 201 admeasuring approximately 80.00 sq. mts. situated on the second floor to be allotted to the VENDOR at Sr. No. 2.
- (i) Flat No. 301 admeasuring approximately 80.00 sq. mts. situated on the third floor to be allotted to the VENDOR at Sr. No. 3.

- (4) Upon the payment of the sum specified in clause 3(a) above, the VENDORS shall hand over the vacant and peaceful possession of the said Plot to the



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DEVELOPER and the DEVELOPER shall thereafter be authorized to take such steps as may be necessary or expedient and incidental to carry out the development of the said Plot and commence construction of buildings on the said Plot in accordance with the plans approved and/or sanctioned by the Ponda Municipal Council as well as the prescribed authorities under the Goa Town and Country Planning and Development Act, 1974, and other relevant laws and for the said purpose, the DEVELOPER shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and to take all such steps as may be necessary or incidental for such development and construction work at its own costs and expenses.



- (5) It is agreed by the DEVELOPER that all the necessary permission and/or sanction required from the Municipal Council, Competent Authorities and/or State Government either for the purpose of development of the said Plot including the construction of the proposed structure thereon under the statutory provisions shall be obtained by the DEVELOPER in the name of the VENDORS at the costs and expenses of the DEVELOPER and the VENDORS shall not be liable for any such expenses relating thereto or delay in obtaining the same.
- (6) The VENDORS shall sign and execute or cause to be



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signed and executed all the applications, plans, designs, drawings and other writings as may be necessary or required to enable the DEVELOPER for development of the said plot and construction of buildings on it and for the purpose to obtain approval of the Ponda Municipal Council and other concerned statutory Planning Authorities.

- (7) The VENDORS shall on the execution of these presents, execute an irrevocable Power of Attorney in favour of the DEVELOPER or its Nominee(s) as may be desired by the DEVELOPER for the purpose of giving express authority on behalf of the VENDORS to enter into Agreements of Sale, Deeds of Sale or Deeds of conveyance, Deeds of Rectification and Ratification, Deed of Mortgage, in respect of the flats, shops, offices, parking slots in the buildings constructed in the course of the development of the said Plot and also giving powers of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities, to be submitted by the DEVELOPER on behalf of the VENDORS, to all the Competent Authorities under Goa Town and Country Planning and Development Act, 1974 as well as other relevant laws and the Municipal Council of Ponda, Goa, or any other Government or Semi-Government authorities so as to facilitate the development of the said Plot.

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signed and executed all the applications, plans, designs, drawings and other writings as may be necessary or required to enable the DEVELOPER for development of the said plot and construction of buildings on it and for the purpose to obtain approval of the Ponda Municipal Council and other concerned statutory Planning Authorities.

- (7) The VENDORS shall on the execution of these presents, execute an irrevocable Power of Attorney in favour of the DEVELOPER or its Nominee(s) as may be desired by the DEVELOPER for the purpose of giving express authority on behalf of the VENDORS to enter into Agreements of Sale, Deeds of Sale or Deeds of conveyance, Deeds of Rectification and Ratification, Deed of Mortgage, in respect of the flats, shops, offices, parking slots in the buildings constructed in the course of the development of the said Plot and also giving powers of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities, to be submitted by the DEVELOPER on behalf of the VENDORS, to all the Competent Authorities under Goa Town and Country Planning and Development Act, 1974 as well as other relevant laws and the Municipal Council of Ponda, Goa, or any other Government or Semi-Government authorities so as to facilitate the development of the said Plot.

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Committee and Chair Secretary
Chair

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(8) The VENDORS hereby agree that said Power of Attorney shall not be, under any circumstances, revoked by the VENDORS as long as these presents subsist and remain binding upon the parties hereto.

(9) The DEVELOPER shall indemnify and keep indemnified and harmless the VENDORS and their estate and effects from and losses or damages or any consequences which may flow by virtue of their signing the said Power of Attorney.

(10) All buildings to be constructed on the said Plot comprised under this Agreement and the dwelling units thereon shall be in accordance with the Scheme sanctioned by the Ponda Municipal Council or any Competent Authority under the provisions of the Goa Town and Country Planning and Development Act, 1974 and will be dealt with in accordance with the directions, if any, given by Ponda Municipal Council and/or such Competent Authority while sanctioning the said scheme.

(11) It is hereby agreed that if the DEVELOPER desires any variations in the said scheme, the DEVELOPER, shall be at liberty to make necessary applications for the purpose to the authorities concerned at its own costs and the VENDORS shall join the DEVELOPER in the said applications provided however, if the authorities concerned refuse or decline to give any

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such permissions, dwelling units on the said property will be constructed in accordance with the scheme which may be sanctioned by the above mentioned authorities.



(12) The DEVELOPER shall not commence any work of development on the said property, unless construction license/s is/are issued by the Ponda Municipal Council or any other competent authority in favour of the VENDORS.



(13) It is agreed by the VENDORS that the DEVELOPER shall consume the entire available F.S.I. for the said plot and shall also be entitled to amalgamate any adjoining area of adjoining plots under any agreement of development/sale and develop the said plot of the VENDORS along with the other such adjoining area of the adjoining plot and avail the entire permissible F.S.I available for the joint amalgamated area. It is hereby agreed that if any additional F.S.I becomes available for the said plot hereafter, the same shall be shared proportionately between the VENDORS and the DEVELOPER in the ratio of 1/3 and 2/3 respectively. It is also agreed and undertaken by the DEVELOPER that it shall apply for and obtain non-agricultural user from the Collector, in respect of the said Plot of land.

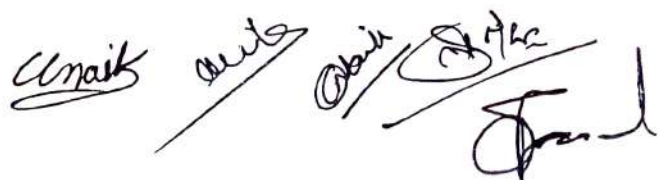
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- (14) The VENDORS shall make out a clear and marketable title to the said Plot, hereditaments and premises agreed to be developed and ultimately to be conveyed, free from reasonable doubts and all encumbrances.
- (15) It is agreed that the VENDORS shall not in any way obstruct the development work to be carried out by the DEVELOPER and shall not do any act, matter or thing whereby the DEVELOPER will be prevented from carrying out the Development work envisaged under this Agreement.
- (16) Subject to reservation of the flats and parking lots which are agreed to be given to the VENDORS as part of the total consideration, the DEVELOPER shall be at liberty to enter into Agreements for sale and allot the dwelling units of the flats, Shops, offices and parking units in the said buildings to be constructed on the said Plot, with any such intending buyers and execute Sale Deeds at such price and on such terms and conditions as the DEVELOPER may deem fit and proper. All such Agreements, Deeds and allotments shall, however, be made by the DEVELOPER at its own risk. The DEVELOPER hereby indemnifies and keep indemnified the VENDORS in respect of any such claim that may be made or suffered by the VENDORS on account of sale or allotment of flats, shops, offices, etc. or otherwise.

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(17) All amounts payable by the intending buyers for the purchase of dwelling units, shops, offices and parking lots in the buildings to be constructed on the said Plot shall be received and appropriated by the DEVELOPER.



(18) The entire development work in respect of the said Plot shall be carried out by the DEVELOPER in accordance with the plans that may be approved by the Ponda Municipal Council and other concerned authorities and while carrying out construction work, the DEVELOPER will strictly comply with the building rules and bye-laws, various instructions, orders and directives, that may from time to time be issued in regard to the construction work by the Ponda Municipal Council and other concerned authorities.



(19) The DEVELOPER shall carry out the entire construction work at its own account and risk and at its own responsibility and shall pay and discharge all the costs, charges and expenses in relation to the construction work, including Municipal rates and taxes in respect of the said Plot. The DEVELOPER hereby agree to indemnify and keep indemnified the VENDORS from or against any claim that may be made against VENDORS by any one and/or any damage the VENDORS may suffer as a result of the DEVELOPER committing breach of any of the

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building bye- laws, rules, orders, directives, instructions that may be issued by the Ponda Municipal Council and other concerned authorities in connection with the construction work as aforesaid.



(20) The VENDORS hereby declare that:

(a) The said Plot is equivalent to freehold and the VENDORS have the title to the said plot and full right to enter into this Agreement with the DEVELOPER and that the VENDORS have not entered into any agreement of Sale or lease of the said Plot or part thereof with any other person;



(b) There are no outstanding encumbrances, mortgages, liens (notice for acquisitions, requisitions or set back) easements, rights of tenants or outstanding interest or claim by any parties other than the VENDORS nor is the said Plot subject-matter of any pending suit or attachment either before or after judgment. No notification is issued under any Ordinance, Act, statute/rules or regulations affecting the said property;

(c) The VENDORS further declare that neither the VENDORS nor their predecessors-in-title nor

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any body claiming from/or under them or any of them have or have granted any right of way or easement or other rights to any person over the said property;






(d) The VENDORS declare that they have not done any act, deed or thing whereby or by reason whereof, the development of the said Plot may be prevented or affected in any manner whatsoever.

(21) It is hereby agreed that the VENDORS shall execute, all such Agreements of Sale, Deed of Conveyance and/or all other writings of conveyance in respect of the flats/shops/offices/parking lots, in the building constructed in the course of development on the said Plot, in favour of such person/s as the DEVELOPER may direct and the DEVELOPER may join as a Confirming Party to the said Agreements or Conveyance.

(22) The VENDORS shall ensure that upon execution of this presents the said plot described in the Schedule II hereunder written, is absolutely vacant and nobody is in occupation of the same.

(23) The VENDORS hereby agree and confirm that the DEVELOPER shall be entitled to transfer the benefit and burden of this Agreement subject to the terms

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and conditions mentioned herein either as a whole or in part to one or more parties and that the VENDORS shall have no objection to the same and the terms and conditions of this agreement shall remain binding over such transferees.



(24) The DEVELOPER agrees to pay Municipal tax, water charges, electricity charges for the development of the said Plot including all the fines and penalties arising as a result of change in the user of the said land.



(25) The VENDORS hereby declare that no notice from Government or any other body or authority or under the Goa Municipality Act or Land Acquisition Act or Town Planning Act, The Defence of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other person/s interested therein nor is the said Plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Government body or Public Body or authority.

(26) The DEVELOPER from the date of the execution of this agreement, shall be entitled to receive the rents and profits and liable to pay all outgoings (including Municipal taxes, land revenue charges).

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(27) On the execution of these presents, the VENDORS have authorized and allowed the DEVELOPER to put up the notice/signboards indicating the proposed development scheme of the DEVELOPER in the said property.



(28) If the Development is not completed due to any willful default on the part of the VENDORS, the DEVELOPER shall be entitled to specific performance of this Agreement.



(29) This agreement shall not be treated as a partnership between the VENDORS and the DEVELOPER.

(30) Save and except as hereinbefore otherwise provided, all costs, charges and expenses of the VENDORS and of the DEVELOPER and incidental to this Agreement and Conveyance and other writing or writings to be made in pursuance hereof including stamp duty, registration charges, plan, certified copies, correspondence and all the expenses shall be borne and paid by the DEVELOPER alone.

(31) The DEVELOPER has inspected the documents with respect to the title of the VENDORS to the said Plot and has been satisfied with the title. However if any defect is found in the VENDORS title to the said Plot at any later date, the VENDORS do hereby agree to rectify the defect at their own cost and make good the



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title. The VENDORS also agree to hand over the original documents in respect of the title to the DEVELOPER within eight days of the execution of these presents.



(32) The DEVELOPER shall make all the efforts to complete the development including the construction of the buildings in the said plot and hand over the agreed premises as part of consideration to the VENDORS within a period of 36 (thirty Six) months from the date of obtaining construction license for the project, save for the circumstances beyond the control of the DEVELOPER. In no case or circumstances the VENDORS shall be entitled for any compensation for the delay caused in handing over the possession of the agreed premises to the VENDORS for the reason beyond the control of the DEVELOPER.

(33) There is an existing residential house owned by the VENDORS in the said Plot. It is hereby agreed that the said house shall be demolished along with other structures if any existing in the said Plot upon execution of this Agreement, and a suitable accommodation in the form of a double bed room flat shall be provided to the VENDORS in Ponda, Goa, at the cost of the DEVELOPER till at least one of the agreed premises complete in all respect for occupation is handed over to the VENDORS.

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(34) The built up area to be given to the VENDORS in exchange of the part consideration of the said property is approximately 240.00 sq. mts., valued at Rs.20,000/- per sq. mt. being the construction cost, the total of which amounts to Rs.48,00,000/- (Rupees Forty Eight lakh Only). As other part of consideration, an amount of Rs.35,00,000/- (Rupees Thirty Five Lakh Only) as mentioned in clause 3 written hereinabove. Therefore for the purpose of stamp duty, the Plot is valued at Rs.83,00,000/- (Rupees Eighty Three Lakh Only) and proportionate stamp duty is paid herewith.

(35) The Partner of the DEVELOPER, Shri. Rajesh Shivdas Shet Verenkar, is Authorized to execute this Agreement of Development, under two Power of Attorneys, one dated 16/06/2011, executed at Ponda, Goa, before Notary Shri. Daniel Rodrigues and registered in his books of records under Reg. No. 4565 dated 16/06/2011 and the other dated 03/07/2018, executed at Ponda, Goa, before Notary Shri. Nelson Soares and registered in his books of records under Reg. No. 2916 dated 03/07/2018.

SCHEDULE I

(Description of " Said Piece of land)

All that piece of land admeasuring 1321.00 sq. mts, bearing distinct survey No.172/6-L, of village Ponda, in the

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property known by name " LOCONDIEM", situated at Shantinagar, Ponda, Goa, within the limits of Ponda Municipal Council, being part of the larger property by name " LOCONDIEM FIRST ADICAO " consisting of two sub-divisions or Glebas, the first named as "LOCONDIEM" and the second as " CUMBARBATA", described as whole in the Land Registration Office of Ilhas under No. 299 of Book B-1 (New) and enrolled in the taluka land revenue office under Matriz No. 1032 and which piece of land is bounded as under :

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On the East : By Plot Marked as 14 in survey No. 172/6

On the West : By Plot Marked as 19 in survey No. 172/6

On the North : By remaining property under survey No. 172/6

On the South : 10 mts wide municipal road leading to the Municipal road from Santa Cruz to Upper Bazar

SCHEDULE II

(Description of " Said Plot")

All that Plot of land admeasuring 800.00 sq. mts. being part of the piece of land described in the Schedule I written hereinabove and which plot is bounded as under :

Contd..26/-

Handwritten signatures and initials in black ink.

On the East : By Plot Marked as 14 in survey No. 172/6



On the West : By Plot Marked as 19 in survey No. 172/6 and part of the same piece of land described in Schedule I.

On the North : By remaining property under survey No. 172/6



On the South : By 10 mts wide municipal road

The above plot is marked in red colour boundary on the plan annexed to this Agreement

SCHEDULE III

SPECIFICATIONS OF THE AMENITIES AND FACILITIES TO BE PROVIDED IN THE THREE FLATS TO BE GIVEN AS PART CONSIDERATION TO THE VENDORS



STRUCTURE : R.C.C. framed Structure,

WALLS : 23 cms. Laterite stone masonry and 11.5 cm. bricks masonry, Plaster 1.3 cement mortar, 12 mm. thick internal plaster finished with

Contd..27/-

Cl. mark *auth* *Abin* *17/4/27* *John*

readymade Birla White putty and 1.3 Cement mortar external plaster (sponge finish) with grooves/bands as per design.

- 
- FLOORING : 2X2 Vitrified tiles in all rooms of standard brands. Non skid ceramic tiles or toilet floor and ceramic tiles for dado up to ceiling of standard brands.
- WINDOWS : Aluminum colour anodized windows.
- 
- DOORS : For Main Door : Teak wood frame With teak wood shutter.
For Living/Bedroom : Sal/Matti wood frame with flush door with Veneer.
For Toilet : PVC moulded doors.
- INTERNAL PAINTS : Acrylic Distemper
- EXTERNAL PAINTS : Apex/Weather Shield or equivalent
- PLUMBING PIPING : PVC and CPVC
- SANITARY WARE : Hindware (White) or Parryware or equivalent quality.

Contd..28/-

Cenark Sub Mani Sharma Sharma

SANITARY : Jaguar or Parryware of equivalent
FITTINGS

ELECTRICAL : Modular Switches

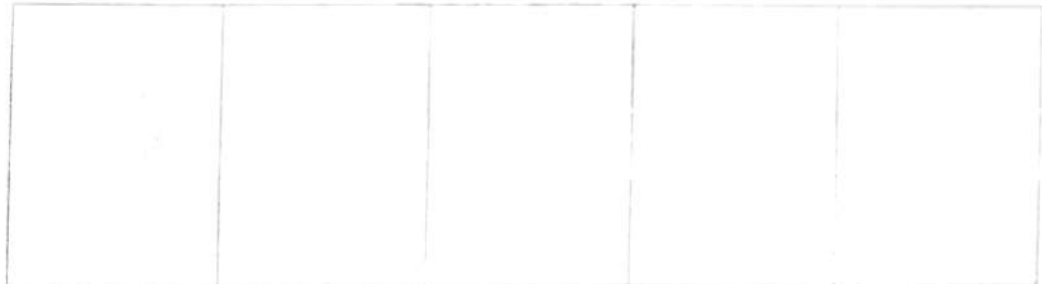
KITCHEN : Granite Platform with 3 ceramic tile
dado and stainless steel sink.

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

SIGNED SEALED AND DELIVERED by the within named
VENDORS:



**SMT. CHANDRIKA CHANDRAKANT
NAIK, alias CHANDRIKA CHANDRAKANT
NAIK alias VILAS BABULI NAIK**

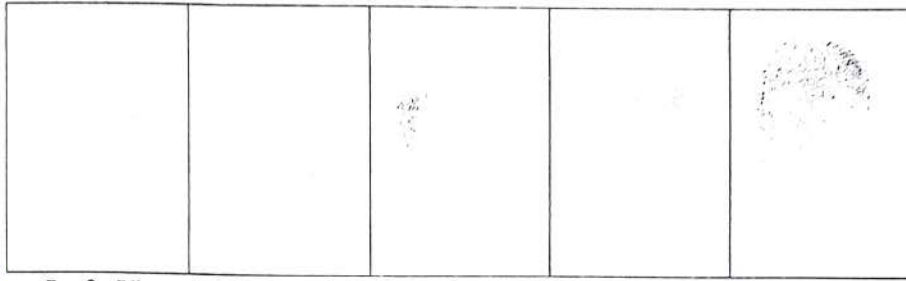


Right Hand Fingers Impression of Smt. Chandrika C. Naik

Contd..29/-

C Naik *Naik* *Naik* *Naik* *Naik*

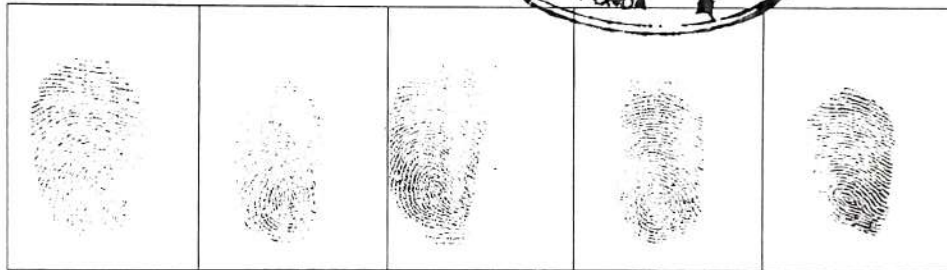
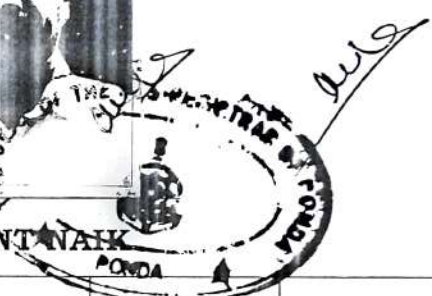




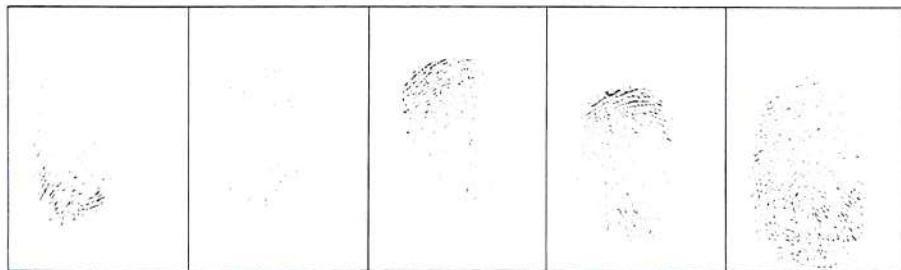
Left Hand Finger Impressions of Smt. Chandrika C. Naik



SHRI. SANAT CHANDRAKANT NAIK



Right Hand Finger prints of Shri. Sanat C. Naik



Left Hand Finger prints of Shri. Sanat C. Naik

Contd..30/-

Snait out Abin 5/14/22
5/14/22

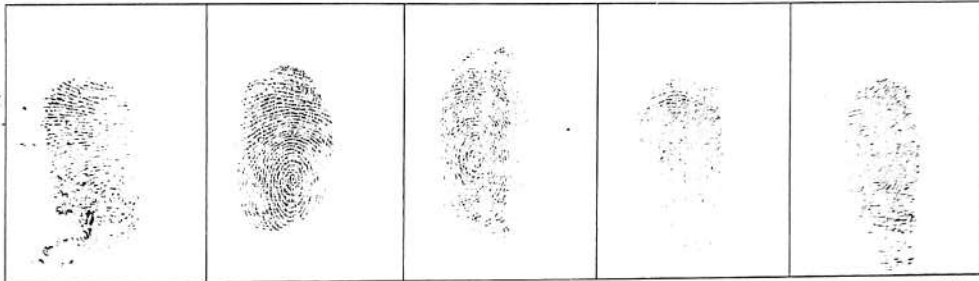


Naik
Naik

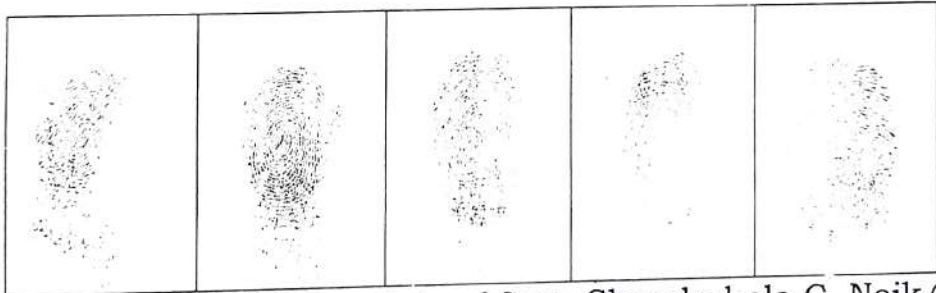
14/02
PONDIA

SMT. CHANDRAKALA CHANDRAKANT
NAIK alias SNEHA SAMIR NAIK

SUB-DIVISION OF POLICE
PONDIA



Right Hand Finger prints of Smt. Chandrakala C. Naik @
Sneha S. Naik



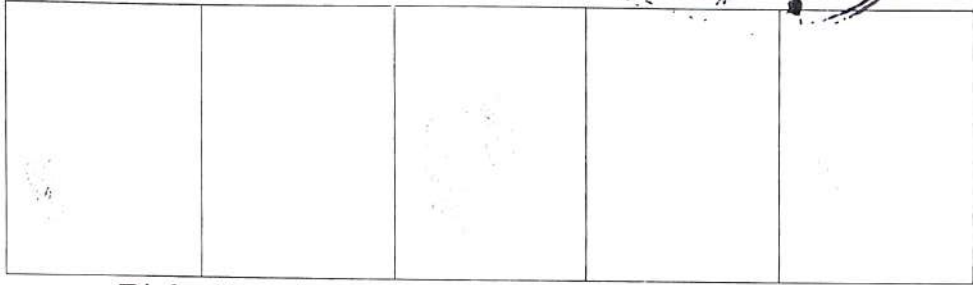
Left Hand Finger prints of Smt. Chandrakala C. Naik @
Sneha S. Naik

Contd..31/-

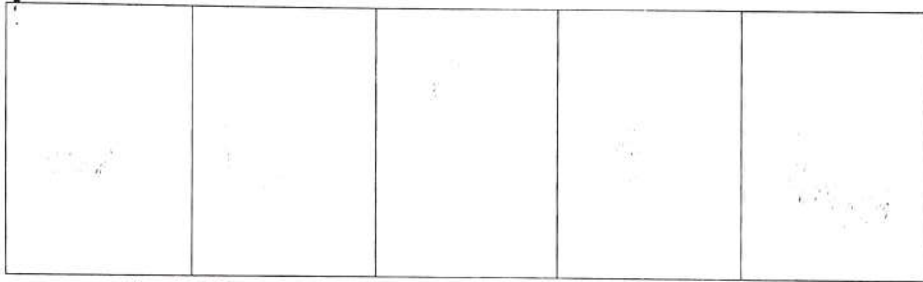
Cenaik
Naik
Naik
Naik



SHRI. SAMIR MADHU NAIK



Right Hand Finger prints of Shri. Samir M. Naik



Left Hand Finger prints of Shri. Samir M. Naik

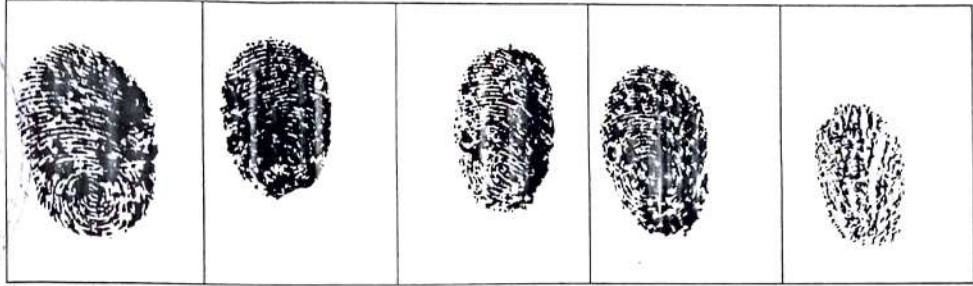
SIGNED, SEALED AND DELIVERED by the within named
PURCHASER:



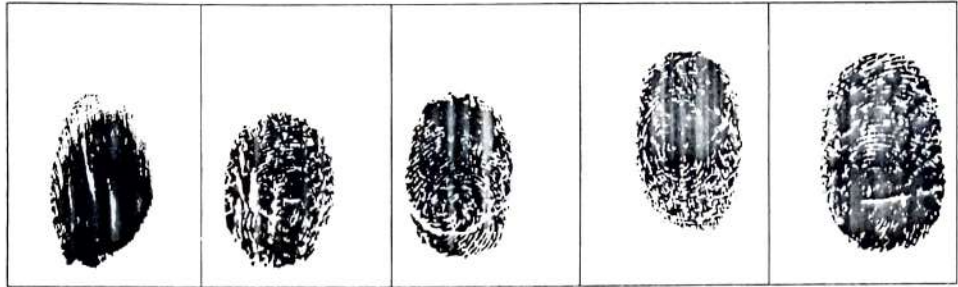
SHRI. RAJESH SHIVDAS SHET VERENKAR
Authorized Partner of M/s Sarthak Developers

Contd.:32/-

Handwritten signatures and initials:
S. Naik, S. Verenkar, and other illegible signatures.



Right Hand Finger Impressions of Shri. Rajesh S. S.
Verenkar



Left Hand Finger Impressions of Shri. Rajesh S. S.
Verenkar



In the Presence Of Witnesses : -

1. Sitaram R. Singbal

2. Basavraj H. Harli

AR
15/07/2014
JUDICIAL
SITE
OF GOVT

14/27



area
521.00 m2

24.30

19.47

23.50

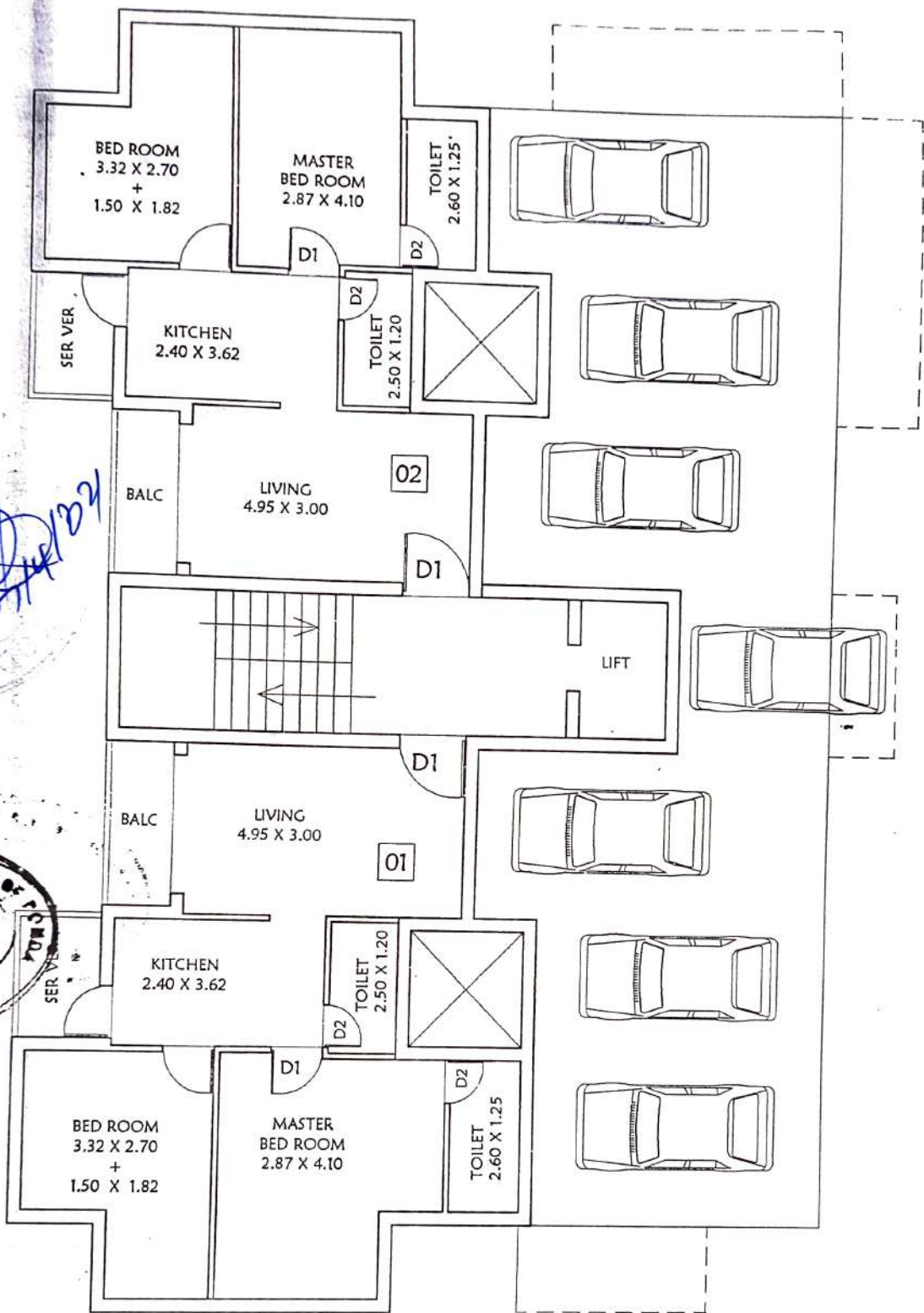
24.75

8.00

SITE PLAN
SCALE-NTS



Enak
Quila
Quila
Quila



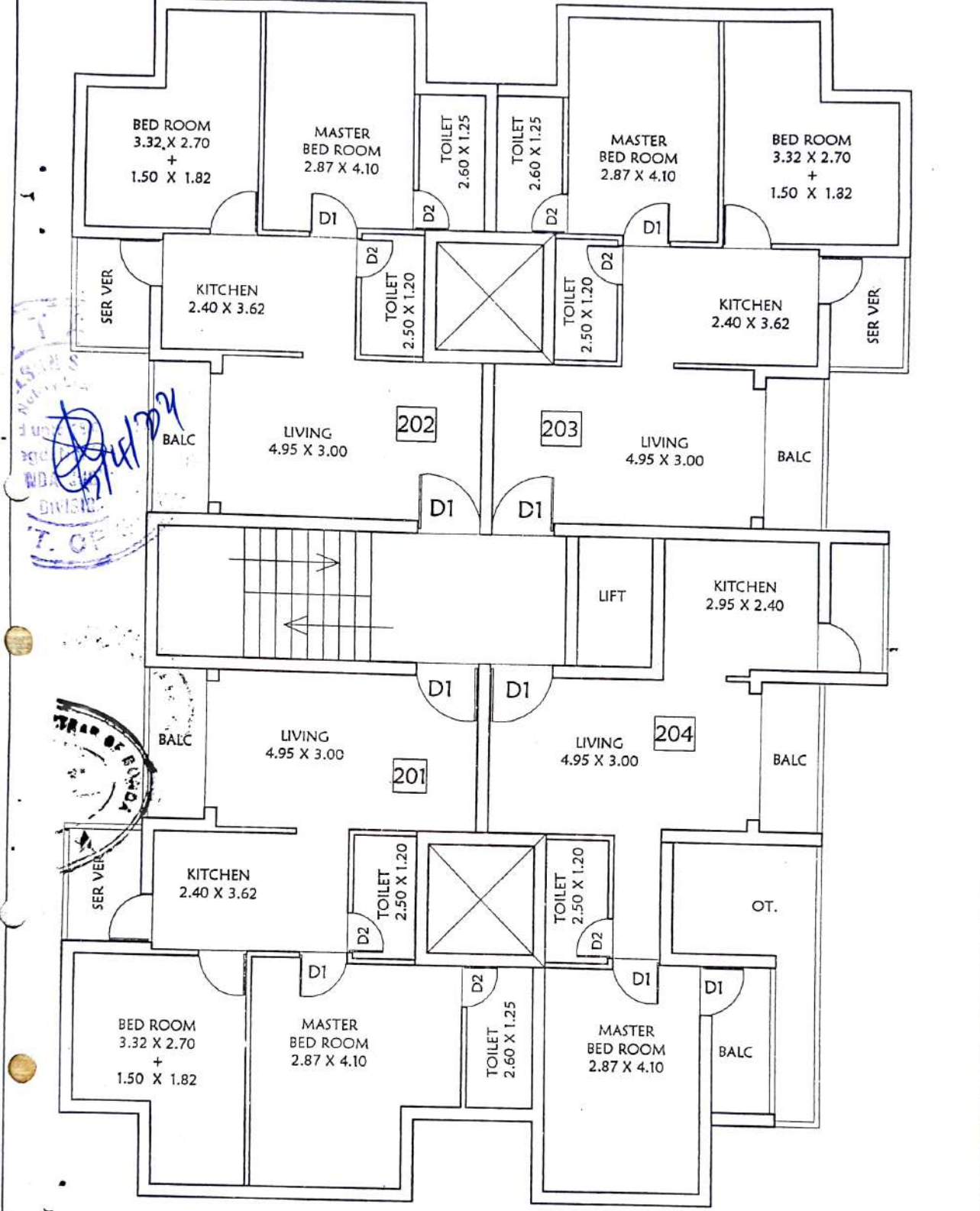
Handwritten blue ink: H/F 1/2/2

UPPER GROUND FLOOR PLAN
Scale:- 1:100

Handwritten signatures: AKB

Handwritten signatures: Anand, Anand

AREA STATEMENT	
UPPER GROUND FLOOR AREAS	
FLAT	
DESC	CARPET AREA <i>Super</i>
01	80.83
02	77.08
TOTAL	157.91 M2



Handwritten notes and stamps on the left side of the plan, including a circular stamp with the text 'T. CP' and other illegible markings.

SECOND FLOOR PLAN

Scale:- 1:100

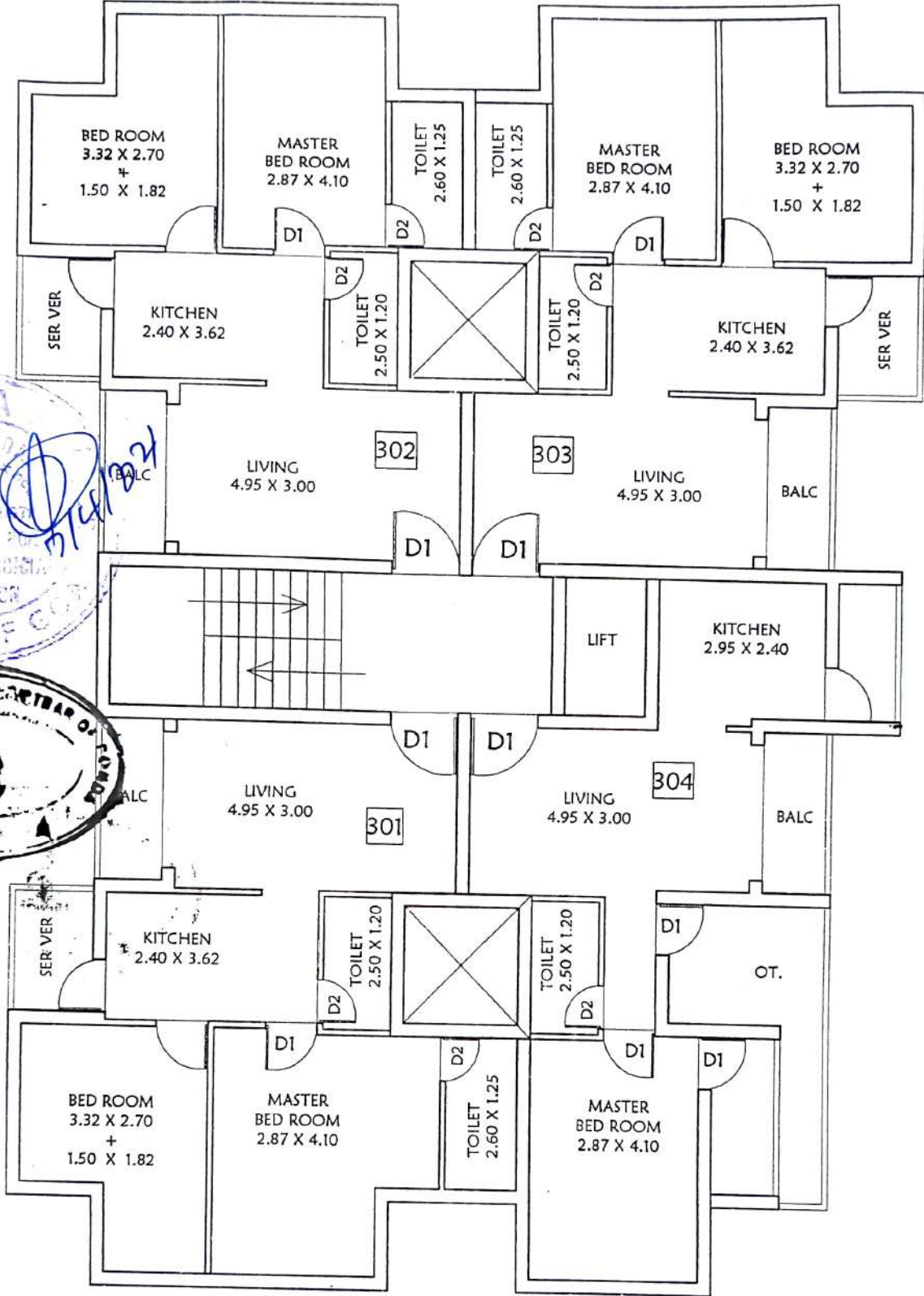
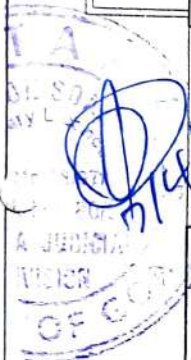
ceatiks

aut

Abir

[Signature]

AREA STATEMENT	
SECOND FLOOR AREAS	
FLAT	
DESC	CARPET AREA
201	81.10 ✓
202	76.33
203	75.89
204	63.73
TOTAL	297.05 M2



THIRD FLOOR PLAN
Scale:- 1:100

Handwritten signatures and notes:
cenab
Handwritten scribbles and signatures

AREA STATEMENT	
THIRD FLOOR AREAS	
FLAT	
DESC	CARPET AREA
301	81.10
302	76.33
303	75.89
304	72.23
TOTAL	304.55 M2



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 05-Mar-2021 10:42:49 am

Document Serial Number :- 2021-PON-395

Presented at 10:14:36 am on 05-Mar-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
	Stamp Duty	240700
	Registration Fee	500
	Processing Fee	510
	Total	241710

Stamp Duty Required :240700/-




Stamp Duty Paid : 240700/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	RAJESH SHIVDAS SHET VERENKAR As Authorised Partner Of SARTHAK DEVELOPERS ,Father Name:Shivdas Shet Verenkar, Age: 47, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Near Rajiv Kala Mandir, Silva Nagar, Ponda, Goa, Address2 - Panaji Goa, PAN No.:			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	CHANDRIKA CHANDRACANTA NAIK Alias CHANDRIKA CHANDRAKANT NAIK Alias VILAS BABULI NAIK , Father Name: Babuli Gopi Naik, Age: 58, Marital Status: Widow ,Gender:Female,Occupation: Housewife, H. No. 172-45, Shantinagar, Ponda, Goa., PAN No.:			
2	SANAT CHANDRAKANT NAIK , Father Name: Chandrakant Antu Naik Alias Chandracanta Antu Naik Alias Chandrakant Naik, Age: 31, Marital Status: Bachelor ,Gender:Male,Occupation: Service, H. No. 172-45, Shantinagar, Ponda, Goa., PAN No.:			
3	CHANDRAKALA CHANDRAKANT NAIK Alias SNEHA SAMIR NAIK , Father Name: Chandrakant Antu Naik Alias Chandracanta Antu Naik Alias Chandrakant Naik, Age: 33, Marital Status: Married ,Gender:Female,Occupation: Service, H. No. 814, Near Panchayat, Nagar, Priol, Mardol, taluka Ponda, Goa., PAN No.			
4	SAMIR MADHU NAIK , Father Name: Madhu Naik, Age: 39, Marital Status: Married ,Gender:Male,Occupation: Service, H. No. 814, Near Panchayat, Nagar, Priol, Mardol, taluka Ponda, Goa., PAN No.:			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
5	<p>RAJESH SHIVDAS SHET VERENKAR As Authorised Partner Of SARTHAK DEVELOPERS , Father Name:Shivdas Shet Verenkar, Age: 47, Marital Status: Married ,Gender:Male,Occupation: Business, Near Rajiv Kala Mandir, Silva Nagar, Ponda, GoaPanaji Goa, PAN No.:</p>			

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p>Name: BASAVRAJ HARLI, Age: 55, DOB: , Mobile: 9049050085 , Email: , Occupation: Service , Marital status : Married , Address: 403115, Manaswada Kundaim taluka Ponda Goa, Manaswada Kundaim taluka Ponda Goa, Cundaim, Ponda, SouthGoa, Goa</p>			
2	<p>Name: SITARAM SINGBAL, Age: 60, DOB: , Mobile: 9623444939 , Email: , Occupation: Advocate , Marital status : Married , Address: 403401, Ganganagar Curti Ponda Goa, Ganganagar Curti Ponda Goa, Curti, Ponda, SouthGoa, Goa</p>			

Handwritten signature and date: 2/11/2021

Stamp: SUB-REGISTRAR PONDA

Handwritten signature and date: 5/3/2021

Sub Registrar
SUB - REGISTRAR
PONDA

Document Serial Number :- 2021-PON-395

Document Serial No:-2021-PON-395

Book :- 1 Document
Registration Number :- **PON-1-391-2021**
Date : 05-Mar-2021

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

[Handwritten Signature]
3/3/2021
SUB REGISTRAR
PONDA

[Handwritten Signature]
07/04/2021
PONDA
DIVISION
7. OF

OFFICE OF PONDA

TRUE COPY
NOTARY PUBLIC
PONDA JUDICIAL DIVISION
NELSON SOARES
Dated: 07/04/2021
Receipt No. 1620

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07/04/2021