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NIGSS Co-Operative Bank Ltd (Multi State Scheduled Bank) Ponda Branch, Royal House Kaziwada, Ponda-Goe-403 401 मारत 02813 NON JUDICIAL ग | वा 165885 FEB 11 2011 20 00 00 00 200 200 200 11:38 Rc 0 1 2 9 0 0 0/- PB6651

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Ponda, Goa Branch

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This Agreement Sale & Construction is executed on this 11<sup>th</sup> day of the month of February, 2011, in the city of Ponda, Goa.

#### BETWEEN

- SHRI KESHAVNATH SHANTARAM NAIK, son of Shri Shantaram B. Naik, aged about 51 years, married, having PAN NO. ABXPN1457G and his wife;
- 2. SMT. KAVITA KESHAVNATH NAIK, aged about 44years, housewife;

Both residents of House No. 324/4, Ravalnath Nagar, Corlim, Ilhas, Goa, hereinafter called as the OWNERS, (which expression shall inless repugnant to the context or meaning thereof mean and include their legal heirs, administrators, successors, assignees etc.) of the FIRST PART.

#### AND

M/S. CIVILCO ENGINEERS & ASSOCIATES, a Partnership Firm, with office at SF-4, Block D, Qadria Plaza, Haveli, Curti, Ponda, Goa, having PAN NO. AAGFC7209K, represented herein by its Partner Shri Gous Mohammed Shiraguppi, aged 45 years, married, businessman, resident of C-4, Qadria Plaza, Haveli, Curti, Ponda,

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Goa, hereinafter called as the DEVELOPER, (which expression shall unless repugnant to the context or meaning thereof mean and include its Partners, administrators, assignees etc.) of the SECOND PART.

All the parties herein are Indian Nationals.

WHEREAS, OWNER NO. 2 Smt. Kavita Keshavnath Naik is represented herein by her duly constituted Attorney Shri Keshavnath Shantaram Naik, the OWNER NO. 1 herein, interms of Power of Attorney dated 12/01/2011, duly executed before Notary Shri Anant C. Pansheker at Panaji, Goa, registered in his books under No. 199/POA/2011 on 12/01/2011.

AND WHEREAS, the OWNERS are in possession of two distinct landed properties, one being admeasuring 1635 sq. mtrs. as per survey records (which at loco admeasures 1650 sq. mtrs.), bearing Survey No. 3/1 of Village Adcolna (hereinafter for the sake of brevity is referred to as "FIRST PROPERTY") and other being admeasuring 2750 sq. mtrs. as per survey records (which at loco admeasures 2450 sq. mtrs.), bearing Survey No. 3/2 of Village Adcolna (hereinafter for the sake of brevity is referred to as "SECOND PROPERTY", both forming part of the bigger property known as "KOSME BETULBHAT" alias "KOSME", situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa, not described in the Land

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Registration Office but as a whole enrolled in the Taluka Revenue Office (Matriz) under No. 89, said FIRST PROPERTY & SECOND PROPERTY being more particularly described with their respective boundaries in Schedule I & II hereunder written and shown respectively in red lines on the PLAN A & B annexed hereto and collectively referred to hereinafter as "SAID PROPERTIES" in this Agreement as and where need arises.

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AND WHEREAS the said FIRST PROPERTY belonged to one Shri Jairam Govinda Kholkar, who having expired in status of being bachelor, Deed of Succession came to be executed on 17/06/1985 drawn at page 81 onwards of the Register Book No. 620 in the Office of the Notary Ex-Office of Comarca Ilhas, Panaji, Goa, under which his brother late Shri Srinivassa Porobo Colcar was qualified as his sole and universal heir.

AND WHEREAS said Shri Srinivassa Porobo Colcar and subsequently his son viz; Shri Madusudan Porobo Colcar having expired, a Deed of Succession dated 27/04/2005 came to be drawn in the Judicial Division of Ilhas, at Panaji, in the Office of the Notary Ex-Officio, Panaji, Goa, duly registered in Book of Deeds No. 686 at pages 5-V onwards, whereby one Smt. Gauri Govind Prabhu Kholkar & 9 others, were qualified to be the sole and universal heirs of the

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said deceased Shri Srinivassa Probo Colcar and Madusudan Srinivassa Porobo Colcar.

AND WHEREAS, the OWNER No.1 became entitled to the FIRST PROPERTY by virtue of Deed of sale dated 29/09/2009, duly registered before the Office of Sub-Registrar of Ponda under No. 1903 at pages 41 to 60 of Book 1, volume 1501 on 22/10/2009 executed by said Smt. Gauri Govind Prabhu Kholkar & 9 others, being the predecessors in title of the OWNER No.1 in respect of the FIRST PROPERTY.

AND WHEREAS the said SECOND PROPERTY belonged to one Shri Surendra Shridhar Prabhu Kholkar, bachelor, resident of Vascoda-Gama.

AND WHEREAS, the OWNER No.2 became entitled to the SECOND PROPERTY by virtue of Deed of sale dated 07/03/2005 (presented for registation under No. 470/2005 on 11/03/2005), duly registered before the Office of Sub-Registrar of Ponda under No. 538 at pages 323 to 331 of Book 1, volume 818 on 07/04/2005 executed said Shri Surendra Shridhar Prabhu Kholkar, being the predecessors in title of the OWNER No.2 in respect of the SECOND PROPERTY.

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AND WHEREAS, the DEVELOPER with a desire to purchase said properties being FIRST PROPERTY & SECOND PROPERTY bearing Survey No. 3/1 and 3/2 respectively from the OWNERS for the purpose of developing the same by undertaking construction of building comprising only residential flats in FIRST PROPERTY and Duplex Villas and residential flats in SECOND PROPERTY, has approached the OWNERS for purchase of the same.

AND WHEREAS the DEVELOPER has represented the OWNERS of its intention of commencement of project of construction of residential flats and Duplex Villas in the said properties bearing Survey No. 3/1 and 3/2 respectively owned by OWNERS herein.

AND WHEREAS, the OWNERS herein have agreed to sell at the request of the DEVELOPER and the DEVELOPER has agreed to purchase said properties, the FIRST PROPERTY and SECOND PROPERTY being agreed to be purchased for a total consideration up to maximum of Rs. 1,09,00,000/- (Rupees One Crore Nine Lakhs Only) and part consideration by way of constructed premises being one Duplex Villa and seven residential flats as specified hereunder.

AND WHEREAS out of the said total consideration in monetary terms, an amount of Rs. 9,00,000/- (Rupees Nine Lakhs Only) being agreed by the parties herein to be paid as stipulated hereunder

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alongwith the consideration in kind by way of construction of five residential flats each having an area admeasuring 100 sq. mtrs. (super built-up) approximately on the successive floor of the proposed building to be constructed in the FIRST PROPERTY for the OWNERS.

AND WHEREAS an amount of Rs. 100,00,000/- (Rupees One Crore Only) being agreed by the parties herein to be paid as stipulated hereunder alongwith the consideration in kind by way of construction of one Duplex Villa having an area admeasuring 140 sq. mtrs. (super built-up) approximately and two residential flats each having an area admeasuring 100 sq. mtrs. (super built-up) approximately on the successive floor of the proposed building to be constructed in the SECOND PROPERTY for the OWNERS.

AND WHEREAS, seven residential flats agreed herein to be constructed in the building proposed for construction in the FIRST PROPERTY and SECOND PROPERTY are as specified in Schedule III hereunder written and the one Duplex Villa agreed to be constructed in the SECOND PROPERTY for the OWNERS is as specified in Schedule IV hereunder written and as depicted on PLAN C & PLAN D respectively annexed hereto.

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AND WHEREAS, the parties hereto having agreed upon the terms of the Agreement, hereto reduce the same in writing as under.

AND WHEREAS, for the purpose of payment of stamp duty, on account of tentative cost of construction involved, the present Agreement is valued at Rs. 1,29,00,000/-.

NOW THIS AGREEMENT FOR SALE & CONSTRUCTION WITNESSESTH AS UNDER:

1. In pursuance of agreement above, the OWNERS hereby agree to sell at the request of the DEVELOPER and the DEVELOPER hereby agree to purchase said properties, being FIRST PROPERTY & SECOND PROPERTY, for a total monetary consideration up to maximum of Rs. 1,09,00,000/- (Rupees One Crore Nine Lakhs Only) and part consideration by way of constructed premises being seven residential flats and one Duplex Villa as specified hereunder, said FIRST PROPERTY admeasuring 1650 sq. mtrs., bearing Survey No. 3/1 of Village Adcolna and said SECOND PROPERTY admeasuring 2450 sq. mtrs., bearing Survey No. 3/2 of Village Adcolna, both forming part of the bigger property known as "KOSME BETULBHAT" alias "KOSME", situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa, not described in the Land Registration Office but as a whole enrolled in the Taluka Revenue

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Office (Matriz) under No. 89, being more particularly described with their respective boundaries in Schedule I & II hereunder written and shown respectively in red lines on the PLAN A & B annexed hereto..

2. The parties hereto agree that out of the said total consideration in monetary terms, an amount of Rs. 9,00,000/- (Rupees Nine Lakhs Only) to be paid as stipulated hereunder alongwith the consideration in kind by way of construction of five residential flats each having an area admeasuring 100 sq. mtrs. (super built-up) approximately on the successive floor of the proposed building to be constructed in the FIRST PROPERTY for the OWNERS.



- 3. It is further agreed that an amount of Rs. 100,00,000/- (Rupees One Crore Only) to be paid as stipulated hereunder alongwith the consideration in kind by way of construction of one Duplex Villa having an area admeasuring 140 sq. mtrs. (super built-up) approximately and two residential flats each having an area admeasuring 100 sq. mtrs. (super built-up) approximately on the successive floor of the proposed building to be constructed in the SECOND PROPERTY for the OWNERS.
- 4. The parties hereto agree that said total consideration to be paid by the DEVELOPER by way of construction of seven residential flats each having an area admeasuring 100 sq. mtrs. (super built-up)

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approximately on the successive floor of the proposed building to be constructed in the FIRST PROPERTY and SECOND PROPERTY are as specified in Schedule III hereunder written and as depicted on PLAN C annexed hereto and one Duplex Villa having an area admeasuring 140 sq. mtrs. (super built-up) approximately to be constructed in the SECOND PROPERTY is as specified in Schedule IV hereunder written and as depicted on PLAN D annexed hereto.

5. The Parties hereto agreed for the mode of payment of said total monetary consideration as under:

 Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to be paid upon signing the present Agreement.

Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to be paid after 12 months of obtaining approvals for projects.

Rs.20,00,000/- (Rupees Twenty Lakhs Only) to be paid after 3 months of the aforementioned payment stipulated in 6 (ii) herein.

- iv) Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to be paid 3 months of the aforementioned payment stipulated in 6 (iii) herein.
- v) Rs. 29,00,000/- (Rupees Twenty Nine Lakhs Only) to be paid after obtaining Occupancy Certificate and upon handing over possession of the constructed premises.

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- 6. The DEVELOPER has today paid to the OWNERS, towards token amount sum of Rs. 20,00,000/- (Rupees Twenty Lakhs Only), by way of Cheque bearing No. 02082979 dated 16/02/2011 drawn on Union Bank of India, Ponda Branch, drawn in favour of OWNER NO. 1, the receipt of which the OWNERS do hereby admit and acknowledge.
- 7. The OWNERS and the DEVELOPER hereby agree that the said sum of Rs. 20,00,000/- paid as token amount shall be adjusted against the total consideration amount stipulated hereinabove in respect of the FIRST PROPERTY and the SECOND PROPERTY, in payment of total monetary consideration of Rs. 1,09,00,000/- (Rupees One Crore Nine Lakhs Only).
- 8. The OWNERS hereby declare that the said properties are free from any encumbrance of whatsoever nature including lease, mortgage, lien etc. and that they have not executed any Agreement for Sale, Memorandum of Understanding or Indenture of Conveyance with any third person in respect of said properties agreed to be sold herein to the DEVELOPER.

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- The OWNERS hereby guarantee the DEVELOPER that the title of the said properties subsists in favour of the OWNERS and they have power, authority, right, title and possession to sell the same.
- 10. The OWNERS do hereby declare that the possession of the said properties shall be handed over to the DEVELOPER upon execution of the present Agreement for Sale & Construction.
- 11. The OWNERS hereby undertake that they shall from time to time and at all times hereafter, at the request of the DEVELOPER, do and execute all such further acts, deeds, things, matters, for giving full effect to the present Agreement for Sale & Construction.

12. The OWNERS hereby undertake to make available to the DEVELOPER all title documents in respect of said properties and other relevant documents pertaining to the said properties in the course of the execution of the project of construction of Duplex Villas and residential flats, upon execution of this Agreement, as and when requested by the DEVELOPER, for the DEVELOPER to approach any financial institution, bank etc. for securing loan facility for the DEVELOPER or the prospective purchasers of the remaining constructed premises in the FIRST PROPERTY and the SECOND PROPERTY, except the constructed premises agreed to be allotted to

the OWNERS. However, the DEVELOPER shall not mortgage the

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FIRST PROPERTY and the SECOND PROPERTY to any financial institution, bank etc.

13. The OWNERS hereby agree to perform the procedure for change of zone in respect of the FIRST PROPERTY at the cost and expenses of the OWNERS without any indulgence of the DEVELOPER and to make the FIRST PROPERTY available for the DEVELOPER within one month from execution of this Agreement to complete legal requirements thereof and undertake to co-operate with the DEVELOPER for completion of procedure for non-agricultural assessment of the FIRST PROPERTY and the SECOND PROPERTY by the DEVELOPER which shall be at the cost and expenses of the DEVELOPER.

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14. The OWNERS hereby agree to execute irrevocable Power of Attorney in favour of the DEVELOPER or any of its Partners for execution of the aforementioned proposed project in the said properties and for the DEVELOPER to deal in respect of the remaining constructed premises with the prospective buyers in the manner the DEVELOPER deems fit and proper and for empowering the DEVELOPER to enter into separate contracts in its own name with the Building Contractors, Architects and other technical consultants for execution of the work of completion of the proposed project.

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15. The DEVELOPER agree to handover possession of the one Duplex Villa and residential flats proposed to be constructed for the OWNERS in the said properties as stipulated hereinabove, within 30 months after obtaining approvals for the project in the FIRST PROPERTY and SECOND PROPERTY as mentioned hereinabove, subject to availability of cement, steel, water or any other construction material and or subject to any natural calamity or any other circumstance beyond the control of the DEVELOPER including any delay in obtaining the Occupancy Certificate from the Village Panchayat or any other permission that may be required from any other Competent Authority including Conversion Sanad for reasons beyond the control of the DEVELOPER and in such event, the DEVELOPER shall be entitled to get such reasonable extension of time as may be mutually agreed upon.

16. The parties hereto agree that after the approval of plans and obtaining Construction License for the proposed construction in the FIRST PROPERTY and the SECOND PROPERT, in the event the DEVELOPER fails to commence the construction work within 30 months from the date of obtaining Construction License, the OWNERS shall have the option to terminate the present Agreement forthwith and upon termination of the Agreement, the OWNERS shall refund an amount of Rs. 14,00,000/- (Rupees Fourteen Lakhs Only)

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from the said token amount of Rs. 20,00,000/- paid by the DEVELOPER to the OWNERS, thereby forfeiting Rs. 6,00,000/- (Rupees Six Lakhs Only) to the OWNERS.

17. The parties hereto agree that even the event the present Agreement is terminated as above, the OWNERS shall bear the expenses incurred by the DEVELOPER in the process of approval of plans obtaining Conversion Sanad and Construction License etc. and shall accordingly compensate the DEVELOPER of such expenses.

18. The parties hereto specifically agree that time stipulated for handing over of the possession of one Duplex Villa and residential flats as agreed hereinabove is subject to the OWNERS handing over possession of FIRST PROPERTY and the SECOND PROPERTY to the DEVELOPER for initiating the process of development of the said properties and further subject to obtaining Conversion Sanad. In the event, there is any delay on the part of the OWNERS in handing over possession of said properties and in obtaining Conversion Sanad, the DEVELOPER shall be entitled for extension of time as may be mutually agreed upon by the parties hereto for handing over possession of the agreed constructed premises.

19. The DEVELOPER hereby agree that in the event the DEVELOPER fails to deliver possession of one Duplex Villa and

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residential flats to be constructed in the FIRST PROPERTY and SECOND PROPERTY as mentioned hereinabove within 30 months, the OWNERS shall be entitled for compensation of Rs. 666/- for every defaulted day till the date of delivering possession of the agreed constructed premises.

20. The OWNERS hereby agree to execute Deed of Sale in respect of the constructed premises in favour of the prospective buyers or in favour of a Housing Co-operative Society as may be desired by the DEVELOPER and the OWNERS undertake to become members of the Co-operative Housing Society, if any, formed by the DEVELOPER and the OWNERS agree to make payment of all cost, charges and expenses in connection with the Housing Co-operative Society only in so far as seven residential flats and one Duplex Villa allotted to the OWNERS herein, as and when called upon by the DEVELOPER and the cost of remaining residential flats and Villas to be constructed by the DEVELOPER shall be borne by the concerned prospective buyers.

21. Upon delivery of possession of the one Duplex Villa and residential flats as agreed herein to the OWNERS as consideration, nothing contained in this Agreement shall confer any right, title or interest in favour of the OWNERS in respect of the remaining Duplex

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Villas and residential flats proposed to be constructed in the said properties or any part thereof.

22. Subject to the rights of the OWNERS under the present Agreement in respect of seven residential flats and one Duplex Villa as agreed herein and as depicted in PLAN C & D hereto annexed and specified respectively in Schedule III & IV written hereunder, the DEVELOPER shall be at liberty to sell, assign, transfer or otherwise deal with or dispose off their rights, title and interests in the building or the remaining residential flats and Duplex Villas proposed to be constructed in the said properties or any part thereof to any prospective buyer on the terms and conditions as may be deemed fit and proper by the DEVELOPER.

### SCHEDULE I

All that distinct landed property, admeasuring 1635 sq. mtrs. as per Survey records (which at loco admeasuring 1650 sq. mtrs.) bearing Survey No. 3/1 of Village Adcolna, forming part of the bigger property known as "KOSME BETULBHAT" alias "KOSME", situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa, not described in the Land Registration Office but as a whole enrolled in the Taluka Revenue Office (Matriz) under No. 89 and is bounded as under:

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On the East : By the part of the same property surveyed under No.

3/1 comprising an area of 240 sq. mtrs. acquired by the

Government for road widening.

On the West : By the property surveyed under No. 4 of Village

Adcolna.

On the North: By the limits of Village Tivrem.

On the South: By the property surveyed under No. 3/2 of Village

Adcolna.

### SCHEDULE II

All that distinct landed property, admeasuring 2750 sq. mtrs., as per survey records (which at loco admeasuring 2450 sq. mtrs.) bearing Survey No. 3/2 of Village Adcolna, forming part of the bigger property known as "KOSME BETULBHAT" alias "KOSME", situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa, not described in the Land Registration Office but as a whole enrolled in the Taluka Revenue Office (Matriz) under No. 89 and is bounded as under:

On the East : By a public road.

On the West : Partly by the property surveyed under No. 3/3 and partly by the property surveyed under No. 4 of Village Adcolna.

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On the North: By the property surveyed under No. 3/1 and partly by the property surveyed under No. 4 Village Adcolna.

On the South: Partly by a public road and partly by the property surveyed under No. 3/3.

#### SCHEDULE III

(Description of the specifications of proposed Seven residential flats for OWNERS to be constructed in FIRST & SECOND PROPERTY)

The scope of work of construction of proposed flat shall be as mentioned hereunder.

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- i) Excavation Plinths etc: as per the design engineer and consultants plans.
- R.C.C: 1:15:3 for all reinforced concrete works or as per the design.
- iii) Steel: Local T.M.T and as per design.
- iv) Plastering: 1:4 & 1:3 mix plaster with lime finish and double coat for external walls.

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- v) Masonry: 23 cm thick external walls of laterite stones, or blocks. Partition walls shall be of Khanaput bricks or local fly ash based bricks of 10 cm thick with reinforced path wherever required.
- vi) Lintel, Chejjas, lofts: Lintels and chajjas according to plan.
- vii) Windows: Aluminum powder coated open able shutters or sliding as required.
- viii) Doors: Maindoor shall have Teakframe and shutter or equivalent. Other doors shall be of Matti/SAL frame and shutter shall be of flush doors of ISI standards.
- ix) Tiles: Vitrified floor tiles of ISI standard 45x45 or 60x60 as required. Bathroom floor tiles will be of standard antiskid and wall be of 8x12 ceramic standard.
- Kitchen: standard stainless steel sink and kitchen platform up to
   2M in length and top shall have granite or marble as required.
- xi) Bathroom: Each bathroom shall have one washbasin, one Indian or European w/c flush tank, mixercock (ARK) or ISI equivalent.

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- xii) Electrification: Concealed standard conduits and shall have points as per plan (Finolex wire or equivalent). One Master bed shall have A/C point.
- xiii) Paint: Internal acralyc distemper and external shall be of cement paint.
- xiv) Grills: All windows and stair shall have grill and rail design or as per the Architectures elevation and other requirements.



xv) Compound, Gate, Ground level water sump, Septic tank Soak pit, Roof level water tank shall be as per the project requirement.

### SCHEDULE IV

(Description of the specifications of proposed one Duplex Villa for OWNERS to be constructed in SECOND PROPERTY)

The scope of work of construction of proposed flat shall be as mentioned hereunder.

 Excavation Plinths etc: as per the design engineer and consultants plans.

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- R.C.C: 1:15:3 for all reinforced concrete works or as per the design.
- iii) Steel: Local T.M.T and as per design.
- iv) Plastering: 1:4 & 1:3 mix plaster with lime finish and double coat for external walls.
- v) Masonry: 23 cm thick external walls of laterite stones, or blocks. Partition walls shall be of Khanaput bricks or local fly ash based bricks of 10 cm thisk with reinforced path wherever required.
  - Lintel, Chejjas, lofts: Lintels and chajjas according to plan.
- vii) Windows: shall be of Salwood or equivalent including frames and shutters.
- viii) Doors: Maindoor shall have Teakframe and shutter or equivalent. Other doors shall be of Matti/SAL frame and shutter shall be of flush doors of ISI standards.

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- ix) Tiles: Vitrified floor tiles of ISI standard 45x45 or 60x60 as required. Bathroom floor tiles will be of standard antiskid and wall be of 8x12 ceramic standard.
- Kitchen: standard stainless steel sink and kitchen platform up to
   2M in length and top shall have granite or marble as required.
- xi) Bathroom: Each bathroom shall have one washbasin, one Indian or European w/c flush tank, mixercock (ARK) or ISI equivalent.
- xii) Electrification: Concealed standard conduits and shall have points as per plan (Finolex wire or equivalent). One Master bed shall have A/C point.
- xiii) Paint: Internal acralyc and external shall be of Apex paint.
- xiv) Grills: All windows and stair shall have grill and rail design or as per the Architectures elevation and other requirements.
- xv) Compound, Gate, Ground level water sump, Septic tank Soak pit, Roof level water tank shall be as per the project requirement.

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IN WITNESS whereof the parties hereto have executed and signed this AGREEMENT FOR SALE & CONSTRUCTION on the day, year and place mentioned first hereinabove.

SIGNED AND DELIVERED

By the withinnamed OWNERS

Shri Keshavnath Shantaram Naik

For self and duly constituted Attorney of

Smt. Kavita Keshavnath Naik

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PLANT -

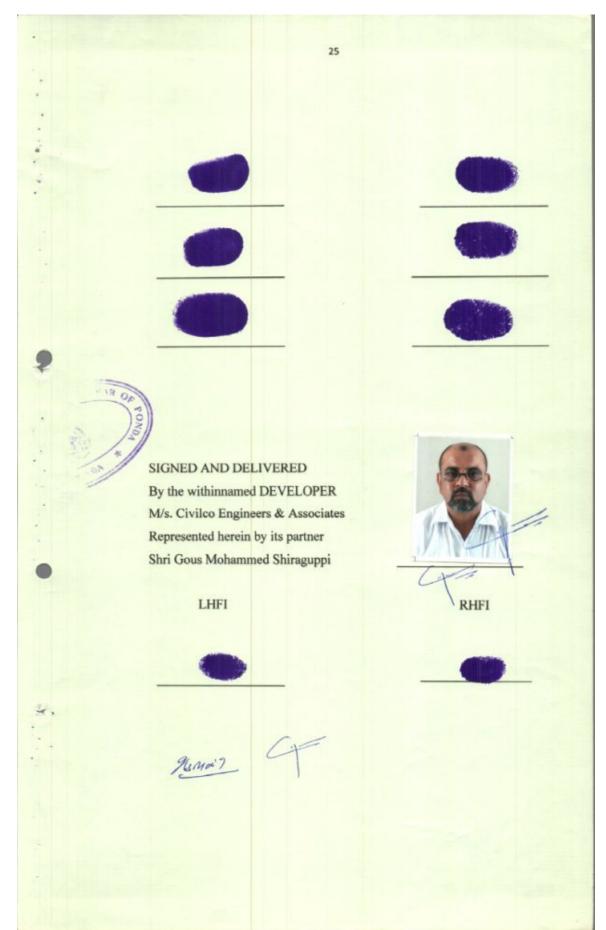
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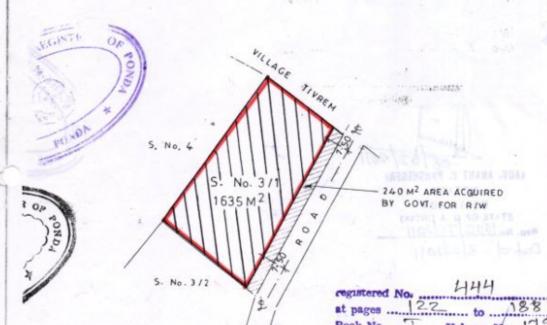
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# PLAN A



SHOWING PLOT SITUATED AT ADCOLN VILLAGE OF PONDA TALUKA. SURVEY No. 3/1 SCALE \_\_ 1:1000

TOTAL PLOT AREA = 1875.00M2 LESS-ACQUIRED BY GOVT = 240.00M2 NET PLOT AREA = 1635.00M<sup>2</sup>



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Book No. .... Volume No. ... 1793 tate 09-03-2011

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Memor !

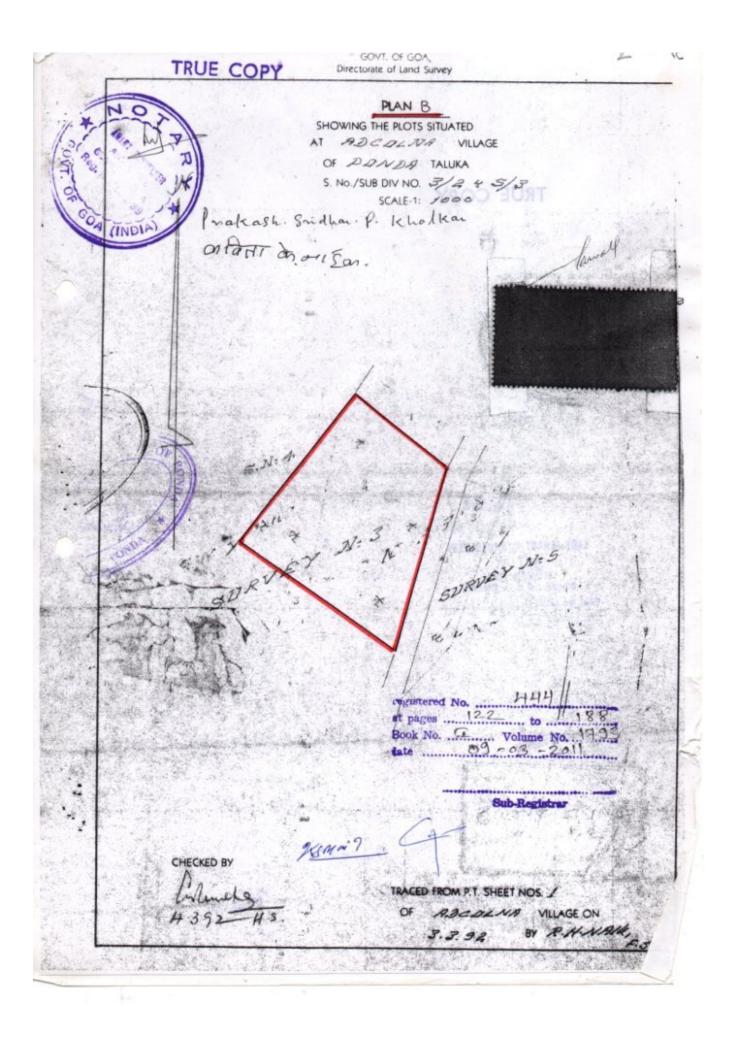
# PLAN A

# TRUE COPY



Dated - 8/2/2011





TRUE COPY

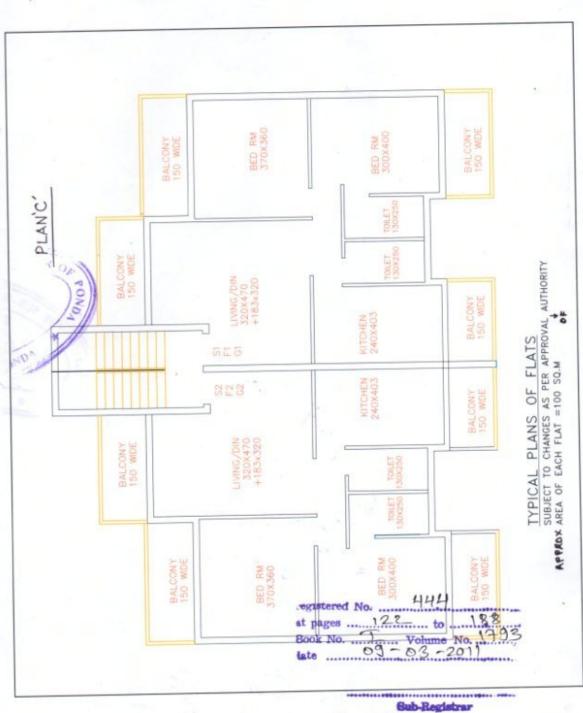


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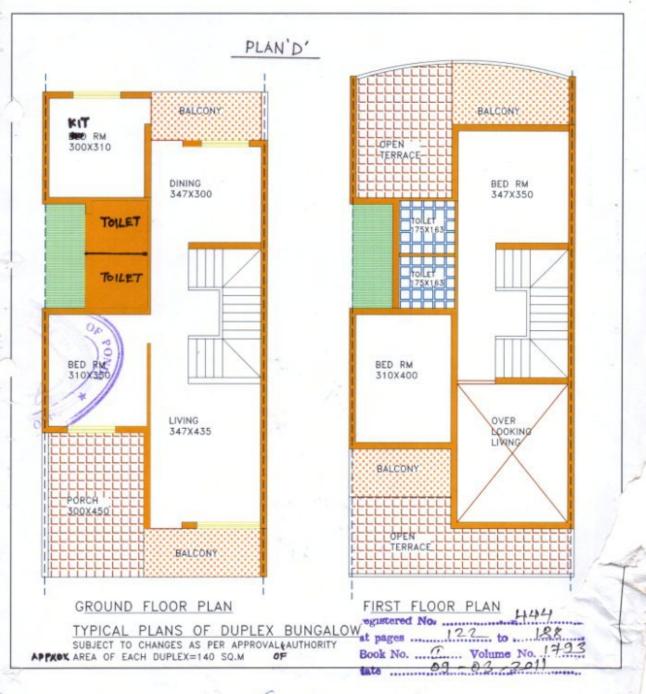
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Sub-Registrar

TRUE COPY SR.No. 356/11df.11/02/2011 पचास FIFTY RUPEES Rs.50 रु.50 INDIA NO Serial No 6839 Place of Vendor, Panaji गोवा GOA Value of Stamp Paper. Name of Purc Residence Morce ransacting Parties Sign, of Purchase Sign of Stamp Vehicle Mangata N. Karapurkar LICEUSE NO ACISTPIVENITATION

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENCE THAT I, Mrs. Kavita K. Naik. wife of Keshavnath Naik, aged 42 years, married, housewife, Indian National and resident of H.No. 324/4, Ravalnath Nagar, Corlim, Ilhas-Goa, do hereby appoint, nominate and Constitute my husband Mr. Keshavnath S. Naik, son of Shantaram Naik, aged 50 years, married, business, Pratap Desai,aged 23 years, bachelor, service, Indian National and resident of H.No. 324/4, Ravalnath Nagar, Corlim, Ilhas-Goa, as my true and lawful Attorney in my name and on my behalf to do the following acts, deeds or things i.e. to say:

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 To look after, manage, control and supervise my immovable Properties.

2.

To purchase/sell properties/ house to be constructed thereon and for that purpose to enter into an Agreement for sale, Memorandum of Understanding, Deed of Sale, and any other Agreement, Deeds and Deed of Rectification, Agreement rectification and Conveyance in respect of Properties and for that purpose to appear before the Sub Registrar, Notary Public in the state of Goa and to sign and execute the above Documents present the same before the said Authorities and to admit its execution thereof.

To negotiate/finalize the Purchase/sell price in respect of the said immoveable properties and to finalize the sale consideration of the same.

4. To receive cosideration amount in cash, cheques and Demand Draft towards the sell of said Properties in my name and on my behalf and to receive/give valid receipts towards the same.

- To sign any other document, correspondence, letters, papers pertaining to the immoveable properties or the transactions in that behalf in my name and on my behalf.
- 6. To apply for and / or get converted the said properties.
- 7. To apply for permission/ exemption from the competent Authority, The State of Goa and /or any other authority/ authorities under the provisions of Town and Country Planning Act for the permissions/ sanction for development of the said properties and for that purpose to

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make any declaration, sign Forms in my name and on my behalf as my Attorney deem fit and proper.

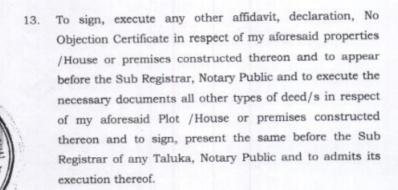
To apply for and obtain from the Forest Department / Government of Goa all necessary permissions to cut trees if any from the said properties in order to make it fit for Development and to obtain permission or approval from other Authorities as may be required for Development of the properties.

To get prepared Plans for construction of any house/ Structure and /or otherwise on my said properties and to have the same sanctioned, modified and/or altered by the Village Panchayat or any other authority or in connection therewith or to make necessary application, give undertakings, pay fees, obtain sanctions and such a other orders and permissions as may be expedient.

- 10. To appear before Talathi, Mamlatdar, Deputy Collector and other Government offices for the purpose of Mutation, Partition conversion and for that purpose to sign all the necessary documents, correspondence, letters and also to swear Affidavit and Declaration.
- 11. To approach village Panchayat, local bodies all other Government Departments for development of the said properties and allied work and for that purpose to sign all required correspondence in my name and on my behalf.
- 12. To pay all taxes, assessment, charges, expenses and other out goings what so ever payable for or on account of my aforesaid properties or any part thereof.

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- To pay any taxes, maintenances charges or any charges in my name and on my behalf.
- 15. To appoint nominate any Advocates, valuers and other experts on my behalf to defend, institute or contest suits pertaining to my aforesaid properties / House or premises to be constructed thereon in the state of Goa.
- 16. To appear before any Civil, Criminal and Revenue Courts,
  Arbitrator in respect of my aforesaid aforesaid properties
  /House or premises to be constructed thereon and to file
  plaint, suit, petition, in the courts and to sign and verify
  the same and also to contest and defend the same and for
  that purpose to depose, swear Affidavit, declaration on my
  name and on my behalf.
- 17. To file Written Statement, Reply, Revision, Appeal, Affidavit, Declaration, Statement and other applications in my name and on my behalf before the aforesaid Courts and to verify and swear the same. So also to depose before the afore said Courts on my Behalf.
- To receive any notices, Summons, Letters,
   Correspondence etc. from the afore said courts in my

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name and on my behalf and issue valid receipts of the same to the afore said courts.

- To give any statement and evidence on my behalf before the aforesaid courts.
- To settle compromise and compound any matters relating to aforesaid properties and for that purpose to sign all documents in my names and on my behalf.
- To apply and obtain certified copies of Judgment and Order, Consent terms in respect of my properties/House or premises to be constructed thereon.
- 22. To represents before all Government offices, Semi-Govt. offices, local bodies and authorities in respect of development work of the aforesaid properties /House or premises to be constructed thereon.
- To apply and obtain certified copies of plans and any other documents in respect of my properties / House or premises to be constructed thereon.
- 24. To make application for connections, electric supply water supply and other incidental requirements which may be required for the purpose of development of the said properties.
- 25. To warns off and prohibit and if necessary proceed against in due form of Law against all trespassers on my properties and take appropriate steps whether by action or other wise and to abate all nuisances.

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26. To enter upon said properties at any time, affix board, put barbed wires, fencing or construct a compound wall on the said properties or any portion thereof.

 To represents before all Government offices, Semi-Govt. offices, local bodies and authorities in respect of development.

28. To entered into any Leave and Licence Agreement, Lease Agreement, Rectification Agreement and for that purpose to appear before the Notary Public and Sub Registrar of any Taluka to aforesaid Agreements with respect to aforesaid properties and to sign the said Leave and Licence Agreement/ Lease Agreement in my name, execute the same and to admit its execution thereof on my behalf.

29. To accept any rent/ compensation amount in cash, Cheque, drafts, pay Orders in my name and on my Behalf with respect of my aforesaid properties and to issue valid receipts of the same so also to deposit and encash the afore said cheques, drafts, pay orders with the various banks and financial Institutions.

 To appoint nominate any Advocates, valuers and other experts on my behalf to defend, institute or contest suits pertaining to my immoveable properties in the state of Goa.

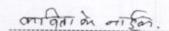
AND GENERALLY to do any other act, things, deeds that are required to be done for carrying various works relating to my properties in my absence.

AND I DO HEREBY agree to ratify all the afore said acts done by my Attorney in capacity of powers granted by me to him in that behalf.

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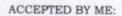
IN WITNESS WHEREOF the parties have signed this Power of Attorney before the Notary Public on this 12/01/2011.



MRS. KAVITA KESHAVANATH NAIK

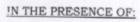
EXECUTANT







MR. KESHAVANATH S. NAIK



1.



TRUE COPY

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solemnly affirmed and executed before me by karita k Naik keshavnath Naik



CADT. ARANT C. PANSHEKERD

BTATE OF GOA (INDIA)



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By this POWER OF ATTORNEY, WE, I) SHRI SAYYED

MOHAMMAD ASLAM, aged 43 years, married, businessman,

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Permanent resident of SF-4, Block D, Qadria Plaza, Haveli, Curti, Ponda, Goa and 2) SHRI ADAM ISMAIL KHAN, aged 59 years, major, married, businessman, permanent resident of Palmgrove Estate, Bungalow No. 1, Taleigao, Goa send greetings as under:

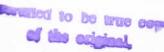
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23/01/2821

WHEREAS we alongwith one SHRI GOUSMOHAMMED SHIRAGUPPI, aged 44 years, major, married, businessman, resident of C-4, Qadria Plaza, Haveli, Curti, Ponda, Goa, are working partners in the Partnership Firm "M/S. CIVILCO ENGINEERS & ASSOCIATES", in terms of Deed of Reconstituted Partnership dated 04/05/2010 duly registered before the Registrar of Firms at Panaji, Goa, under No. 556/2011 on 16/03/2011 and subsequent, in terms of the provisions of the Indian Partnership Act, 1932, with its registered office at Shop No. 1, Shree Saish Co-operative Housing Society, near Savitri Hall, Haveli, Curti, Ponda, Goa, the said Firm being engaged in the business of being Contractors, Engineering, Real Estate and dealing in any other activity allied and incidental thereto.

AND WHEREAS in the course of business activities of the said firm, various acts, deed and things have been already performed in the name of the said firm by the partner/s on behalf of the firm in consensus and with consent of all the partners and henceforth also the activities of the said firm are required to be performed by the partners in the name and on behalf of the firm viz; executing Agreement for development and sale of properties, execution of MOU's, Agreements to be executed with the prospective purchasers of the residential and commercial premises constructed by the said firm in the course of its business activities and also outright purchase of movable and immovable properties as and when the need arises.

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AND WHEREAS in the course of the operation of the partnership, partners may also be required to sign necessary documents as and when required for taxation purpose and to execute any document before the Registrar of Firms as may be advised by Lawyer, Chartered Accountant or any other specialized consultant of the firm from time to time.

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AND WHEREAS acknowledging, appreciating and approving all acts, deeds and things already performed by the said firm through the said partner Shri Gousmohammed Shiraguppi in consensus and with consent of all the partners, for more particularly ensuring and authenticating the consensus of all partners and for convenience of attending all the business activities of the said firm and to manage day to day affairs of the said firm, although the same till date being done and pursued by the said partner in consensus and with our consent, we desirous appointing our of said partner GOUSMOHAMMED SHIRAGUPPI, as our Attorney to do and execute the following acts, deeds and things, on our behalf and in our name, acting for and on my behalf as agent and/or Attorney of Partners in the course of the said partnership business with respect to all acts, deeds and things we are required to or ought to have perform personally, all in our absence, which the said partner acting as our Attorney has agreed to do.

NOW THEREFORE, KNOW YOU ALL AND THESE PRESENTS WITNESS that we 1) SHRI SAYYED MOHAMMAD ASLAM and 2) SHRI ADAM ISMAIL KHAN, hereby appoint, nominate and constitute our partner SHRI GOUSMOHAMMED SHIRAGUPPI, to be our true and lawful Attorney with full authority and power to do and execute, all acts, deeds and things mentioned below for us and on our behalf and in our name in the capacity as partners of the said firm

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1. To perform any act, deed or thing on our behalf and in our name as may be required to be performed by us as working Partner of the said Firm "M/S. CIVILCO ENGINEERS & ASSOCIATES" by virtue of Deed of Reconstituted Partnership dated 04/05/2010.



- 2. To apply on our behalf in the name of the said firm, in the capacity as Partners of the said Firm, to the Competent Authority for grant of permission if any, required for developing existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm, by constructing new buildings and for that purpose to sign all Applications and other papers, to appear before the Competent Authority and to give all the papers and information as required and to do all acts and things necessary for the purpose of obtaining such permissions.
- 3. To seek legal opinion, obtain title clearance certificates in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm as and when desired by our said Attorney as partner of the said firm, get issued legal notices and for the said purpose engage advocate/advocates.
- 4. To appoint an architect and to get the plans of the proposed building sanctioned from the competent local authority or any other authorities concerned in respect of the new building/s proposed to be constructed in existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm.

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5. To prepare the building/s plans with the help of the architect for the new building/s proposed to be constructed in existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm under the present development rules.

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- 6. To make necessary Application to and sign all papers, to appear before the Municipal Authorities, Village Panchayat or any appropriate authority, to pay necessary fees and premium required for getting plans sanctioned and to do all other acts and things that may be necessary for getting the plans of the proposed new building/s sanctioned by the Municipal or any other appropriate authority and other authorities in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm.
- 7. To apply for and obtain commencement certificate for the construction of new building/s from the Municipal Authorities, Village Panchayat or any other appropriate authority and for that purpose to sign Applications and other papers, to pay necessary fees and to do all other acts and things that may be necessary for that purpose and in that behalf, all in existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm.
- 8. To appear and to file any Applications, make statements, swear affidavits before any officer or authority of the Government, including Talathi, Awal Karkun, Mamlatdar, Dy. Collector. Collector, Town & Country Planning Department, P.D.A., Block Development Officer, Police Station, Forest Departments, Electricity Department, Water Supply Department, Village Panchayats or Municipality or before the Income Tax or Sales Tax Authorities or perform any other act, with

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respect to the matters regarding the proposed developments in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm

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- 9. To demand and issue valid acknowledgment receipts and to file any Applications and ask for copies, certified copies before any of the aforementioned authorities or any other Government or Semi-Government authority apply for mutations of survey records, amalgamation of plots/property and sub divisions and get it demarcated by metes and bounds. For the said purpose, to file affidavits, issue No Objection Certificates or any other writings which may be required and to sign on our behalf wherever necessary, all in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm.
- 10. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as a generally required for a building/s constructed or to be constructed, all in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm.
- 11. To obtain occupancy and completion certificate from the Municipality and/or Planning & Development Authority or any other appropriate authority after the completion of the new building/s or buildings proposed to be constructed, all in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm.

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T2. To pay any deposits and pay moneys required to be deposited or paid to the Municipality, Village Panchayat and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposits which are refundable and to pay any fees, fines, cess, levies which are legally recoverable from said Firm, all in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm.

- 13. To get the licences and permissions renewed/revalidated and to apply for revised plans, conversion of land and to do any other act, thing or deed incidental thereto as and when necessary, all in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm.
- 14. To sell, transfer, mortgage, release, partition/divide and/or enter into Agreement of Sale; Memornadum of Understanding or Deed of Sale. Lease, Leave & Licence and also to execute any rectification, consent and ratification deeds in respect of the premises situated in the building already constructed or to be constructed in future, all in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm and get them duly registered, authenticated and stamped as the case may be before the competent authorities, including the Sub-Registrar and Notary Public or any other registering authority and admit execution thereof and to sign on our behalf in the capacity as partner of the said firm wherever necessary, to collect the deeds and agreements and affix the thumb impression before the Office of Sub-Registrar or Notary Public in respect of the sale of any of the premises situated in the building/s constructed in the said

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property and to ask for certified copies and sign on our behalf in the name of the firm wherever necessary.

- 15. To execute the Deed of Conveyance in respect of existing properties of the said Partnership Firm or properties which or taken up for development hereafter by the said Firm alongwith undivided right, title or interest therein, in favour of such person as our said Attorney acting as partner shall deem fit, including a Co-operative Housing Society and to do all other things required to complete the transfer of any such property on our behalf in the name of the said Firm.
- 16. To receive rent or license fees in respect of the premises, situated in the building already constructed or to be constructed in existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm, let out to any third person, company, financial institution, firm or any other entity as may be deemed fit by our said Attorneys by way of Agreement of Lease or Leave & License on our behalf and in our name on behalf of the said Firm as my said Attorney acting as partner deem fit and proper by issuing receipt thereof.
- 17. To put to use built up premises or terrace in/of the building/s constructed or to be constructed in existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm, for any lawful purpose as may be deemed fit and proper by our said Attorney for monetary returns to the firm by way of lease, leave and license or any such Agreement with the third party and to issue No Objection Certificate on our behalf as partners in the name of the firm to any competent Authority for any commercial activity to be commenced in and over the building/s constructed or to be constructed in the properties of the Firm as and when required by any lessee, licensee or any person to

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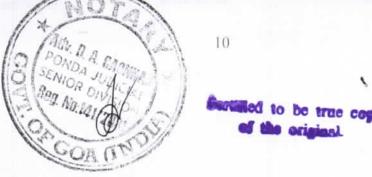
whom the premises may have been let out for any lawful usage and to perform all acts, deeds or things as may be incidental and required to be done for such usage of the building/s constructed or to be constructed in existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm.

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If any legal proceedings are required to be taken in connection with the work of development or to assert or establish right of ownership of the said Firm in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm, or if any legal action is taken against us or said Firm in connection with properties of the Firm or any construction or the constructed portion, to prosecute and defend such legal proceedings before any Court including Revenue Courts, to engage advocate/advocates, to sign and verify pleadings on our behalf as partners and to make and sign any papers, including the written statement or any application, reply, statement of claim or terms of compromise in the above proceedings on our behalf as partners and also to make and sign such other applications which may be required to be filed before any Authority, in connection with or pursuant to the above proceedings. To depose and swear affidavits on our behalf as partners or in the name of the said firm. To prefer on our behalf as partner or in the name of the said firm, any appeal, revision, review, writ or such other remedy arising from the said legal proceedings. To apply for and collect certified copies of any judgment, order, decree or any other document in connection with the above proceedings.

19. To pay all the Municipal and other taxes, all in respect of existing properties of the said Partnership Firm or properties which might be purchased or taken up for development or taken up for

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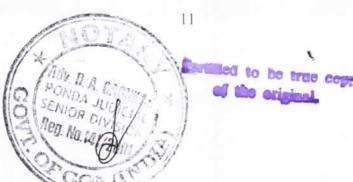
development hereafter by the said Firm payable until the completion or after the completion or after the completion of the building/s to be constructed in the properties of the Firm, due and payable by said Firm.

- 20. To form a Co-operative Housing Society of the occupants of building/s constructed or to be constructed in existing properties of the said Partnership Firm or properties which might be purchased or taken up for development hereafter by the said Firm and secure due registration of the same under the Co-operative Societies Act and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the registrar of Co-operative Societies and to do all other acts and things necessary for registration of the society and to obtained registration certificate.
- 21. To exercise the aforementioned powers with full effect in respect of any other property moveable or immovable which said Firm may acquire in future or any property which may be brought in by any of the partners as asset of the firm and to purchase any such property moveable or immoveable in the name of the said Firm as may be deemed fit by our said Attorney acting as partner of the said firm.
- 22. To borrow monies from desirous investors for the purpose of purchase of property/ies or for undertaking development of property/ies belonging to third party or for the purpose of utilizing the same in the development projects of the said firm, all for consideration to be paid to any such prospective investors as may be decided by the firm from time to time and to perform any act, deed or thing including executing Agreement, MOU or any other writing on behalf of and in the name of the said firm with any such prospective investors as may be required for the purpose.

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- 23. To generally manage and administer properties of the said Firm and to perform any act, deed or thing in respect thereof, required to be done with the Municipal Council, Village Panchayat or any other appropriate authority, Department of Government in respect of electricity, water supply, communication i.e. telephone etc. and to approach any Government or Semi-Government Authority in the course of management or administration thereof, in safe guarding our interest as partners or interest of the said Firm.
- 24. To generally perform all acts, deeds and things as and when any properties are acquired by said Firm outside State of Goa and the powers conferred hereinabove shall be read in the context applicable with reference to the law, Government and Semi Government Offices & Authorities and Law Courts, Revenue Courts of respective States and permissions, licences etc. required as per the law and rules applicable to respective States.
- 25. To generally perform all acts, deeds and things in pursuance of the present Power of Attorney executed in terms of stipulations made in the Deed of Reconstituted dated 04/05/2010.

To do or cause to be done, generally, all other acts and things as are necessary or are required to be done in the course of the business activities of the said firm or for further development of existing properties or properties which might be purchased or taken up for development hereafter by the said Firm by constructing building/s therein, in all respects as our said Attorney as partner of the said firm shall deem fit and proper.

And we as partners of the said firm agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said

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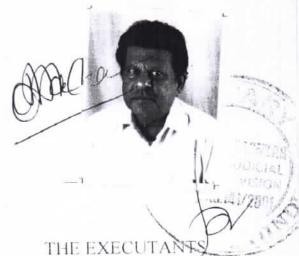


Attorney acting as partner of the said firm by exercise of the powers herein contained as though the same were done by us in capacity as partners of the said Firm.

IN WITNESS WHEREOF We, the undersigned hereto sign this POWER OF ATTORNEY on this day of February 2012.

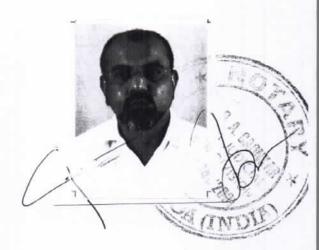
1) Shri Sayyed Mohammad Aslam

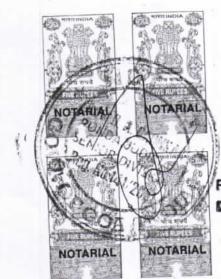
2) Shri Adam Ismail Khan



I ACCEPT:

Shri Gousmohammed Shiraguppi





EXECUTED BEFORE ME

Regt. NO. 640/20/2



ADV. DATTA A. GAONKAR

PONDA STATE OF GOA

Reg. No. 1481/2016 0ate-10/8/2016