



**GOVERNMENT OF GOA
REGISTRATION DEPARTMENT
Office of the Civil Registrar-cum-Sub
Registrar, Mormugoa**



STAMP DUTY CERTIFICATE

ENDORSEMENT

(Read Rule 3(3) of The Goa Payment of Duty by e-challan Payment Facility Rules 2021)

Stamp Duty Of : ₹ 642500/-

(Rupees Six Lakh Forty Two Thousands Five Hundred only)

PAID VIDE E-RECEIPT NO 202400482376 DATED :27-Jun-2024,

IN THE GOVERNMENT TREASURY.



[Handwritten Signature]

Sub Registrar

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

**~~SUB-REGISTRAR~~
MORMUGAO**

1378

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Agreement or its records or Memorandum of Agreement - 5
PRE REGISTRATION NUMBER	:	202400040574
DOCUMENT SERIAL NUMBER	:	2024-MOR-1378
DATE OF PRESENTATION	:	28-Jun-2024
DOCUMENT REGISTRATION NUMBER	:	MOR-1-1300-2024
DATE OF REGISTRATION	:	28-Jun-2024
NAME OF PRESENTER	:	Kapil Madhukar Betgiri
REGISTRATION FEES PAID	:	₹385500/-
PROCESSING FEES PAID	:	₹1220/-
MUTATION FEES PAID	:	N.A./-





**Government of Goa
Directorate of Accounts**

Opp. Old Secretariat,
Fazenda Building, Panaji Goa
Phone: 0832-2225548/21/31



Echallan No. 202400482376

e-Receipt

Department: 10 - NOTARY SERVICES

Echallan Date: 27/06/2024 11:51:15

Name and Address of Party : Kapil | 7020068228
Baina Vasco da Gama Goa

Service: Stamp Duty

	Amount
Stamp Duty	₹ 642500.00

Total Amount: ₹ 642,500.00

(Rs. Six Lakh Forty Two Thousand Five Hundred Only)

Department Data: 202400040574 NOTARY|202400040574 NOTARY

Bank ref No: CPADXPUFQ5

Success

Payment Date: 27/06/2024 17:08:03

Payment Gateway: SBI_MOPS



2024-MOR-1378

28/06/2024

Print Date: 27/06/2024 17:08:13

AGREEMENT

This Agreement is made on this 27th day of June of the Year Two Thousand Twenty Four at Vasco da Gama, Goa (27.06.2024)

BY AND BETWEEN

1. M/S MINEIRO FERRO ASIA, Sole Proprietor and also as self being MR. ASHLEY JOSEPH LEWIS O'BRIEN alias MR. ASHLEY JOSEPH LEWIS, son of late Mr. Theo Joseph Lewis O'Brien, aged about [REDACTED] years, businessman, with PAN Card No. [REDACTED] Aadhar Card No. [REDACTED] Mobile No. [REDACTED] 5, having his office at

[REDACTED] and my wife 1A. MRS. SOFIA ASHLEY JOSEPH O'BRIEN, wife of Mr. Ashley Joseph Lewis O'Brien alias Mr. Ashley Joseph Lewis, daughter of Mr. Joaquim Tito Fernandes, aged [REDACTED] years, Housewife, with PAN Card No. [REDACTED], Aadhar Card No. [REDACTED], both residents of [REDACTED] hereinafter jointly called as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators, successors and assigns) of the ONE PART.

A N D

2. MR. KAPIL MADHUKAR BETGIRI, son of Mr. Madhukar Balram Betgiri, aged about 44 years, businessman, married, Aadhar Card No. [REDACTED] and PAN Card No. [REDACTED] Mobile No. [REDACTED] married, resident of [REDACTED]

[REDACTED] hereinafter referred to as the 'PURCHASER-CUM-DEVELOPER' (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, successors and assigns) of the OTHER PART;

WHEREAS the OWNERS have represented that they are the sole, exclusive and absolute owners-in-physical and peaceful possession with clear, unencumbered and marketable title to ALL THAT the property known as GINA or PENTY ANSEL GINA XIRA, situated at Chicalim, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, not described at the Land Registration Office of Salcete but enrolled at 'Matriz' under No. 79, admeasuring 850.00 sq meters, surveyed with the name 'Parti' under Survey No.116/5 of Chicalim Village, Mormugao Taluka and the property known as GINA or PURTY, situated at Chicalim, within the jurisdiction of the Village Panchayat of Chicalim, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, described at the Land Registration Office under No. 37,016



and enrolled at 'Matriz' under No.712 admeasuring 1075.00 sq. meters, presently surveyed under Survey No.116/6 of Chicalim Village, Mormugao Taluka which is better shown delineated in red colour boundary line in the plan ANNEXURE I hereto and more particularly described in SCHEDULE - I herein under written (hereinafter referred to as the 'SAID PROPERTY').

AND WHEREAS the SAID PROPERTY consists of two properties of which the first property is admeasuring an area of 1075.00 sq. meters surveyed under Survey No.116 Sub Division 6 of Chicalim Village is seen enrolled in the name of Luciana Piedade Dourado.

AND WHEREAS vide Instrument of Sale dated 15th May 1968 executed at Comarca of Salcete, City of Margao Joint Sub-Registrar of Salcete under No. 550 at pages 395 to 397 of Book No. 1, Vol. 37 dated 18th May 1968 its owner, Luis Gonzaga Da Piedade Sequeira alias Luis Da Piedade Sequeira alongwith his wife Mrs. Hilda Da Graca Lobo e Sequeira and Quiteria Filomena De Figueiredo e Sequeira sold the said first property unto Luiciana Piedade Dourado who is married to Pedro Caetano Joao Dourado .

AND WHEREAS both Mr. Luiciana Piedade Dourado and Pedro Caetano Joao Dourado both expired on 03-03-1985 and 29-06-1987 respectively and leaving behind Mr. Ronald Xavier Dourado and Ms. Avita Maria Dourado as the sole and universal heirs which is in consonance with the Deed of Succession drawn before the Notary Public cum Sub-Registrar of Mormugao dated 16-06- 1992 at pages 73 to 77 of Notarial Book of Deed bearing no. 160.

AND WHEREAS vide Deed of Sale dated 17-06-2013 registered before the Sub-Registrar of Mormugao under Registration no. 971 at pages 161 to 178 of Book No. I, Vol. No. 1556 on 18- 06-2013, Mr. Ronald Xavier Dourado, as a bachelor, Mrs. Avita Maria Dourado alias Mrs. Avita Fernandes and her husband Mr. Pearson Fernandes as 'Vendors' sold and conveyed the said first property unto M/s



Mineiro Ferro Asia, a proprietary concern of Mr. Ashley Joseph Lewis alias Ashley Anthony Joseph alias Ashley Joseph Lewis O'Brien as Purchaser, who is the male OWNERS herein.

AND WHEREAS said M/s Mineiro Ferro Asia obtained Sanad dated 12- 12-2014 bearing reference no. I/SG/CONV/MOR/26 AC-/2013/11025 issued by the Office of the Collector & District Magistrate South Goa District to the said first property.

AND WHEREAS the second property is Surveyed under Survey No. 116/5 of Chicalim Village of Mormugao Taluka admeasuring 850.00 square meters.

AND WHEREAS vide Deed of Sale dated 4th November 1976 executed before the Joint Sub- Registrar of Mormugao under No. 306 at pages. 315 to 319 of Book No. 1. Vol. 29 November dated 5 1976, its owner Smt. Maria Rita Nina Noronha e. Cabral sold and conveyed the said second property unto Smt. Luciana Piedade Dourado.

AND WHEREAS both Mr. Luiciana Piedade Dourado and Pedro Caetano Joao Dourado both expired on 03-03-1985 and 29-06-1987 respectively and leaving behind Mr. Ronald Xavier Dourado and Ms. Avita Maria Dourado as the sole and universal heirs which is in consonance with the Deed of Succession drawn before the Notary Public cum Sub-Registrar of Mormugao dated 16-06- 1992 at pages 73 to 77 of Notarial Book of Deed bearing no. 160.

AND WHEREAS name of one Convent of Carmel of Chicalim was wrongly mentioned and accordingly a suit was filed at Vasco Civil Court bearing Regular Civil Suit No. 96/2003/D for deleting the name of Convent of Carmel of Chicalim which was decreed vide Judgment, Decree and Order on 23-09-2004 whereby Mr. Ronald Xavier Dourado and Ms. Avita Maria Dourado were declared as



Owners of the said second property as per Order dated 23-09-2004.

AND WHEREAS vide Deed of Sale dated 17-06-2013 registered before the Sub-Registrar of Mormugao under Registration no. 970 at pages 143 to 160 of Book No. I, Vol. No. 1556 on 18-06-2013 Mr. Ronald Xavier Dourado, bachelor, Mrs. Avita Maria Dourado alias Mrs. Avita Fernandes and her husband Mr. Pearson Fernandes as 'Vendors' sold and conveyed the said second property unto M/s Mineiro Ferro Asia, a proprietary concern of Mr. Ashley Joseph Lewis alias Ashley Anthony Joseph alias Ashley Joseph Lewis O'Brien as Purchaser, who is the male OWNERS herein.



AND WHEREAS said M/s Mineiro Ferro Asia also obtained Sanad dated 12-12-2014 bearing reference no. I/SG/CONV/MOR/26 AC-/2013/11024 issued by the Office of the Collector & District Magistrate South Goa District to the said second property.

AND WHEREAS hence the SAID PROPERTY thereby owned by M/S MINEIRO FERRO ASIA, a sole Proprietor and also as self being MR. ASHLEY JOSEPH LEWIS O'BRIEN alias MR. ASHLEY JOSEPH LEWIS married to MRS. SOFIA ASHLEY JOSEPH O'BRIEN became the absolute owners of the SAID PROPERTY, which is in consonance with the Title Search Report dated 25.06.2020 issued by the Advocate & Notary Mr. Rajkumar N. Naik having his office at Vasco da Gama, Goa.

AND WHEREAS the OWNERS have offered for the sale and/or transfer, assignment unto and in favour of the PURCHASER-CUM-DEVELOPER the SAID PROPERTY for developing and selling of units constructed therein and accordingly the PURCHASER-CUM-DEVELOPER based on the above representation and the scrutiny report with documents as aforesaid has agreed to purchase the same for the total consideration as follows:

The PURCHASER-CUM-DEVELOPER shall construct and deliver to the OWNERS in kind the following units:

A) Total of 8 (Eight) Flats each admeasuring an area of 80.00 square metres namely identified under (a) Flat No. A-102 situated on the First Floor (b) Flat No. A-202 situated on the Second Floor; (c) Flat No A-302 situated on the Third Floor; (d) Flat No A-402 situated on the Fourth Floor; (e) Flat No. D-101 situated on the First Floor (f) Flat No. D-201 situated on the Second Floor, (g) Flat No. D-301 situated on the Third Floor and (h) Flat No.D-401 situated on the Fourth Floor along with eight reserved four wheeler parking slot in the proposed building to be constructed in the SAID PROPERTY and all the aforesaid flats are better shown delineated in red colour boundary line in the plan annexed hereto at Annexure - II and more particularly described in SCHEDULE - II written hereunder and shall be hereinafter jointly referred to as the 'SAID OWNERS PREMISES'



AND WHEREAS accordingly the parties have mutually agreed to enter into this agreement in writing of the terms and conditions agreed between them.

NOW THEREFORE THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The OWNERS have agreed to absolutely hereby transfer, assign, sale and convey with clear, unencumbered and marketable title of ALL THAT the SAID PROPERTY which is better shown delineate in red colour boundary line in the plan annexed hereto and more particularly described in SCHEDULE - I written hereunder absolutely unto and in favour of the PURCHASER-CUM-DEVELOPER and/or his assignee/nominee as the case may be without any further claim, demand, right of any nature whatsoever for the total and fixed price consideration as under:

A) The PURCHASER-CUM-DEVELOPER shall construct, complete and handover free of cost ALL THAT the SAID OWNERS PREMISES the following units:

Total of 8 (Eight) Flats each admeasuring an area of 80.00 square metres namely identified under (a) Flat No. A-102 situated on the First Floor (b) Flat No. A-202 situated on the Second Floor; (c) Flat No A-302 situated on the Third Floor; (d) Flat No A-402 situated on the Fourth Floor; (e) Flat No. D-101 situated on the First Floor (f) Flat No. D-201 situated on the Second Floor, (g) Flat No. D-301 situated on theThird Floor and (h) Flat No.D-401 situated on the Fourth Floor along with eight reserved four wheeler parking slot in the proposed building to be constructed in the SAID PROPERTY and all the aforesaid flats are better shown delineated in red colour boundary line in the plan annexed hereto at Annexure - II and more particularly described in SCHEDULE - II written hereunder besides the OWNERS shall retain the present proportionate undivided share corresponding to the present floor area ratio of the SAID OWNERS PREMISES in the SAID PROPERTY.

2. The OWNERS hereby authorise, empower and permit the PURCHASER-CUM-DEVELOPER irrevocably to enter upon the SAID PROPERTY for the purpose of undertaking development, improvement and carrying on the construction activities in the SAID PROPERTY without any interference, objection of any nature whatsoever from the OWNERS and/or any one claiming through them including right/power on behalf of the OWNERS to sell, transfer, assign, convey the units, rights, benefits, privileges, amenities to be constructed in the SAID PROPERTY with proportionate undivided share therein and/or the SAID PROPERTY absolutely and forever without any restriction, claim, demand, objection of any nature whatsoever from the PURCHASER-CUM-DEVELOPER excluding the SAID OWNERS PREMISES alongwith corresponding proportionate undivided share therein.



3. The OWNERS by themselves and/or cause from such necessary parties at the option of the PURCHASER-CUM-DEVELOPER, shall be compulsorily bound to transfer, assign, sell, convey and/or sign, execute and deliver necessary conveyance, transfer, assignment deeds, documents and/or agreements of the SAID PROPERTY and/or any part thereof and/or constructed units thereon alongwith proportionate undivided share in the SAID PROPERTY unto and in favour of the PURCHASER-CUM-DEVELOPER or his nominees, assignee upon such terms as the PURCHASER-CUM-DEVELOPER at his sole option may deem fit and proper, as the OWNERS are only are strictly entitled to the consideration as agreed in clause (1) above alongwith right to retain the proportionate undivided share corresponding to the present floor area ratio of the SAID OWNERS PREMISES in the SAID PROPERTY.



4. The PURCHASER-CUM-DEVELOPER and/or his nominees/s, assignees as the case may be shall be entitled to demand specific performance of this contract as the OWNERS are only entitled as a consideration as appearing in clause (1) above. All the costs and expenses relating to the aforesaid transfer, sale, conveyance etc. of the SAID PROPERTY or any part thereof in the name of the PURCHASER-CUM-DEVELOPER or his subsequent purchaser/buyer/assignee/nominee shall be borne by the PURCHASER-CUM-DEVELOPER without any risk, cost and expenses to the OWNERS.

5. The OWNERS confirm that they have absolutely good, marketable, unencumbered exclusive and absolute title in peaceful physical possession of the SAID PROPERTY and accordingly indemnify and keep the PURCHASER-CUM-DEVELOPER of all costs, penalties and expenses likewise indemnified in case of any claim, demand, objection including any delay attributable to the OWNERS concerning the title of the SAID PROPERTY in entirety.

6. The OWNERS confirm that there are no any litigation, notice, prohibitory and/or restrictive order and/or any legal proceedings pending before any Court/Authorities affecting the SAID PROPERTY of any nature whatsoever and the OWNERS shall at all times act and comply with its obligations in the best interest of timely completion of the project including handing over of the constructed units in the project unto third parties.

7. The PURCHASER-CUM-DEVELOPER shall be free at his own discretion to put up advertisement board/hoarding in the SAID PROPERTY.

8. The OWNERS shall and will from time to time and at all times hereafter at the request of the PURCHASER-CUM-DEVELOPER shall compulsorily bound to sign, execute or cause to be done and executed all such further deeds, documents etc. including any other lawful and reasonable acts, deeds, things, matters and assurances in law whatsoever for further and more perfectly and absolutely grant and assuring the SAID PROPERTY granted unto and to the use and enjoyment of the PURCHASER-CUM-DEVELOPER or his nominees as may be required excluding the SAID OWNER PREMISES as per the terms agreed under this agreement.

9. At any time after signing of the present Agreement (notwithstanding with the grant of irrevocable general comprehensive power of attorney), the OWNERS shall be bound to sign, execute and perform any or all other acts, deeds, matters and things including any such applications, petitions, documents, letters and declarations as are required by the PURCHASER-CUM-DEVELOPER and hereby irrevocably authorise, empower and clothe the PURCHASER-CUM-DEVELOPER to sign, execute for and on behalf of and to represent the OWNERS for all the purposes for signing, executing and submitting all applications, drawings, plans including revised/modified plans and/or all such other documents that may be necessary to be signed and/or



executed before for all the concerned authorities for the purpose of constructions, development, improvement including obtaining , renewing, modifying, revising any permissions, licenses of constructions, NOC's and statutory approvals and certificates from the concerned authorities including Village Panchayat, Mormugao Planning & Development Authority, Health Centre, Naval Authorities, State Government Authorities, Electricity, water department etc. but however the entire cost and expenses of all such applications, documents, petitions and/or declarations and building plans, licenses, architect, Engineer's fees shall be solely borne by the PURCHASER-CUM-DEVELOPER. The PURCHASER-CUM-DEVELOPER shall also be liable to reimburse the OWNERS in respect of any claims against the OWNERS in the event of any violations of regulations constructions in the SAID PROPERTY.

10. The name of the proposed project to be undertaken in the SAID PROPERTY shall be **"Kuber's DIVA"**

11. Notwithstanding with required irrevocable empowerment, the OWNERS shall fully co-operate and sign, execute necessary documents as requested by the PURCHASER-CUM-DEVELOPER to obtain necessary water, sewage, electricity connections as also occupancy and completion certificate to the building and/or buildings constructed in the SAID PROPERTY.

12. The PURCHASER-CUM-DEVELOPER hereby indemnify the OWNERS and keep them indemnified of all claims in respect of any injury and/or accident to artisan/workman or any other person/s in the SAID PROPERTY whether in employment or not.

13. The PURCHASER-CUM-DEVELOPER shall be absolutely free to sell, transfer, assign and convey all the units constructed in the SAID PROPERTY alongwith corresponding proportionate rights in the SAID PROPERTY (excluding SAID OWNERS PREMISES with corresponding land rights) to any person/s, party or parties of his

own choice and upon such terms and conditions as the PURCHASER-CUM-DEVELOPER deems fit, at the entire discretion and to appropriate the sale proceeds entirely for himself and accordingly the OWNERS hereby authorise, empower and clothe the PURCHASER-CUM-DEVELOPER irrevocably in this behalf and shall have no objection whatsoever for the PURCHASER-CUM-DEVELOPER to enter into any type of agreement/s, contracts with person or persons of his own choice for the sale or disposal of the constructed units and/or the SAID PROPERTY without any reference to the OWNERS and further the OWNERS shall be bound to sign, execute any such agreement/s and/or conveyance deed with the prospective buyers of such units at the option of the PURCHASER-CUM-DEVELOPER.



14. The PURCHASER-CUM-DEVELOPER and the OWNERS shall at all times adhere to RERA regulations and shall perform no act to the contrary or which may adversely affect the development and sell of the units in the project unto third parties or the timeliness involved for the project.

15. The SAID OWNERS PREMISES shall vest solely with the OWNERS and the marketing and/or sell of any units in the project by the OWNERS shall comply with the RERA regulations and any realisations arising from the sale of the SAID OWNERS PREMISES shall be directly deposited in the separate Bank account of the OWNERS.

16. All notices to be served on the PURCHASER-CUM-DEVELOPER and the OWNERS shall be deemed to have been duly served if sent at their addresses below mentioned by Registered Post A.D.

MR. KAPIL MADHUKAR BETGIRI,
Flat No- [REDACTED]

[REDACTED]

MR. ASHLEY JOSEPH LEWIS O'BRIEN
[REDACTED]

Each of the parties shall be bound to communicate by writing any change in the address of the respective parties for communication, failing which, any correspondence/ communications send at the above addresses shall be deemed to be correct, valid and good service,.

17. The parties to this agreement are entitled and/or claim to demand specific performance of the agreed terms under this agreement.

18. The PURCHASER-CUM-DEVELOPER shall handover the SAID OWNERS PREMISES to the OWNERS strictly within a period of 30 months with the extension of 6 months from the date of obtaining the required permission/licences from the concerned authorities (extension to be granted by the OWNERS to the PURCHASER-CUM-DEVELOPER during the period of 'Force Majeure' and/or Act of God and/or any of the events beyond the control of the PURCHASER-CUM-DEVELOPER), failing which the PURCHASER-CUM-DEVELOPER shall be bound to pay a monthly compensation of Rs. 10,000/- (Rupees Ten Thousand only) for every month of delay for each of the unsold SAID OWNERS PREMISES till handing over of the same to the OWNERS.

19. The specification of the SAID OWNERS PREMISES are described in SCHEDULE - III hereunder written and in case the OWNERS require or desire any change, modification, alteration, addition, substitution or replacement in the specification/amenities of the SAID OWNERS PREMISES reserved for them, the PURCHASER-CUM-DEVELOPER may carry out such works provided necessary intimation in writing is given to the PURCHASER-CUM-DEVELOPER and that the additional expenditure incurred by the PURCHASER-CUM-DEVELOPER shall be paid by the OWNERS to the PURCHASER-



CUM-DEVELOPER before taking over the physical possession of the SAID OWNERS PREMISES and subject to obtaining such approvals from the Architect/ Structural Engineer of the PURCHASER-CUM-DEVELOPER/concerned authorities, which shall be final and binding.

20. Within 15 days of the PURCHASER-CUM-DEVELOPER's offering possession of the SAID OWNERS PREMISES, the OWNERS shall be bound to take over the physical possession thereof after inspecting the same, failing which the possession shall be deemed to have been delivered.

21. The OWNERS immediately prior to taking over possession of the SAID OWNERS PREMISES shall be bound to pay any taxes, charges, fees and/or deposits to be payable to any of the competent authorities and/or under any provision of law as may be applicable and/ or as may be determined and intimated by the PURCHASER-CUM-DEVELOPER either pertaining to the SAID OWNER PREMISES or proportionately to the units constructed in the SAID PROPERTY.

22. The PURCHASER-CUM-DEVELOPER shall not incur any liability if they are unable to deliver possession of the SAID OWNERS PREMISES by the date stipulated in clause (18), if the completion of the scheme is delayed by reason of non-availability of material/s or water supply or electric power/drainage/sewage connection or any reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice order, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of PURCHASER-CUM-DEVELOPER, and in any of the aforesaid events the PURCHASER-CUM-DEVELOPER shall be entitled to reasonable additional extension of time of delivery of possession of the SAID OWNERS PREMISES.



23. All disputes which may rise between the parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement and/or about the performance of these presents or concerning any act of omission of the other party to the disputes or to any act which ought to be done by the parties in disputes or in relation to any matter whatsoever concerning this Agreement shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 but however under no circumstances the construction, development and completion of the project and handing over of the units to be handed over to the buyer/purchaser/nominees of the PURCHASER-CUM-DEVELOPER shall be curtailed/restrained by the OWNERS.

24. The PURCHASER-CUM-DEVELOPER shall, depending on the circumstances, decide whether or not co-operative society, limited company, association or other legal entity shall be formed for the maintenance and management of the building/buildings constructed in the SAID PROPERTY. In case a co-operative housing society or other legal entity is decided to be formed, the OWNERS undertake to join the same as promoter/members and for this purpose sign all necessary applications and papers, abide by the applicable laws and rules.

25. It is agreed that in case a co-operative housing society or legal entity is decided to be formed by the PURCHASER-CUM-DEVELOPER, the OWNERS hereby irrevocably authorize and empower the PURCHASER-CUM-DEVELOPER to transfer the SAID PROPERTY to the said society alongwith units constructed thereon but however the OWNERS may not contribute for such conveyance in favour of the Society.

26. The terms of this agreement shall not be altered, modified or supplemented except by supplemental terms recorded in writing and executed by all the parties thereto.



27. The total consideration under this agreement by way of built-up area is totally valued at Rs. 1,28,50,000/- being the construction cost of the SAID OWNERS PREMISES to be transferred which is only nude structure/construction cost without proportionate undivided rights in the land (which is being retained by the OWNERS) calculated at Rs. 20,000/- per square metres and hence the above value is the fair market value which is situated in Chicalim Village zoned as Settlement for Residential use and accordingly entire stamp duty with registration fee is paid thereon.

SCHEDULE - I

ALL THAT the property known as GINA or PENTY ANSEL GINA XIRA, situated at Chicalim, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, not described at the Land Registration Office of Salcete but enrolled at 'matriz' under No. 79, admeasuring 850.00 sq meters, surveyed with the name 'Parti' under Survey No.116 Sub Division 5 of Chicalim Village, Mormugao Taluka and the property known as GINA or PURTY, situated at Chicalim, within the jurisdiction of the Village Panchayat of Chicalim, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, described at the Land Registration Office under No.37,016 and enrolled at Matriz under No.712, admeasuring 1075.00 sq. meters, presently surveyed under Survey No.116 Sub Division 6 of Chicalim Village, Mormugao Taluka which is better shown delineated in red colour boundary line in the plan annexed hereto and the aforesaid property is bounded as under:

On the East:- By property surveyed under No. 116/7

On the West:- By property surveyed under No. 116/4

On the North:- By Road and

On the South:- By property surveyed under No. 116/8



SCHEDULE - II

ALL THAT Eight flats each admeasuring an area of 80.00 square metres thus totally constitute 640.00 square meters as described hereunder:

Sr. No.	Flat No	Floor	Super Built Up Area in sq mtrs (Approx)	Flat is bounded as under						
				On the North		On the South		On the East		On the West
1.	A-102	First	80.00	Front	Set	Flat no A-	Side	Set	Side	Set
2.	A-202	Second	80.00	Back		101	Back		Back	
3.	A-302	Third	80.00	Front	Set	Flat no A-	Side	Set	Side	Set
4.	A-402	Fourth	80.00	Back		201	Back		Back	
5.	D-101	First	80.00	Front	Set	Flat no A-	Side	Set	Side	Set
6.	D-201	Second	80.00	Back		301	Back		Back	
7.	D-301	Third	80.00	Front	Set	Flat no A-	Side	Set	Side	Set
8.	D-401	Fourth	80.00	Back		401	Back		Back	
				Front	Set	Flat no D-	Rear	Set	Side	Set
				Back		102	back		Back	
				Front	Set	Flat no D-	Rear	Set	Side	Set
				Back		202	back		Back	
				Front	Set	Flat no D-	Rear	Set	Side	Set
				Back		302	back		Back	
				Front	Set	Flat no D-	Rear	Set	Side	Set
				Back		402	back		Back	

**SCHEDULE - III****Specification of the 'SAID OWNERS PREMISES'****STRUCTURE**

Approved RCC structure. Anti-termite treatment to be provided at foundation and plinth stage.

WALLS

Walls to be built in Autoclaved Aerated Concrete (AAC) Block in Jointing Mortar or laterite /cement block/mud/brick masonry in cement mortar.

PLASTER

Internal wall will be with Gypsum Plaster /single coat cement plaster and externally with double coat Ready mix Plaster/sand faced cement plaster.

PAINTING

External walls will be painted with Good quality whether shield Exterior paint. Internal walls and ceilings will be finished with cement based putty followed by one coat of primer and two coats of plastic emulsion paint.

WATER PROOFING

All toilets, bathroom, open terraces, sloping roofs, balconies and chajjas shall be water proofed with Indian Standard Water proofing method/chemical water proofing.

FLOORING AND SKIRTING

All flooring and skirting (except toilets and bathrooms) will be in vitrified tiles in plain colour series ,laid on cement mortar bedding.

TOILETS AND BATHROOMS

Flooring will be in Ceramic Tiles in plain colour series. Dado in toilets will be up to full height in glazed tiles (printed and plain combination). Toilets will be provided with European Water Commode (E.W.C.). All the sanitary ware in toilets shall be of CERA/JAGUAR or equivalent make with the Wash basin and E.W.C. being in star white colour. Sanitary fittings will be of CERA/JAGUAR/KLUDI or Equivalent make.

KITCHEN

Kitchen will be provided with Cooking Platform of Granite with single bowl stainless steel sink .The Kitchen Platform backing will have a Dado up to a height of two feet in glazed tiles.

DOORS

Main door shall be of first class teak wood with French polish/Flush Door. All other door frames shall be of seasoned wood or fibre glass material and the shutters will be in marine plywood or fibre glass material.All internal doors fit is of marine Plywood shall be painted with one coat primer and two coats of oil paint/factory press laminates.

WINDOWS

Windows will be in aluminium ¾" series and shall be powder coated/ Anodised.

WATER SUPPLY

Water supply will be provided through a common over head tank and under ground sump which will service the entire complex.

ELECTRICALS

All the Electrical Wires will be in Copper of make FINOLEX/POLYCAB or equivalent and Concealed in P.V.C. Conduits. Switches will be in modular series and individual Electrical Points will be as follows:

LIVINGROOM

2 Fan points, 2 Light points, 1 Chandelier point, Three 5 Amp plug points, 1 Bellpoint,1 Telephone point, 1 T.V.point,1A.C.point.

LIVING ROOM (Balcony)

1Light point

MASTER BEDROOM

1 Fan point, 2 Light points, One 5 Amp plug point, 1 A.C. point.

BEDROOM

1 Fan point, 2 Light points, One 5 Amp plug point, 1 A.C. point.

KITCHEN

1 Light point, 1 Exhaust Fan Point, Two 5 Amp plug points and One 15 Amp.

TOILETS

1 Light point, 1 Exhaust Fan Point, One 5 Amp plug points and One15Amp



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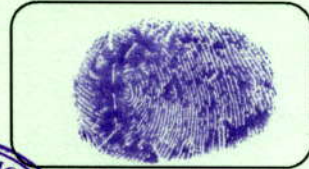
[Handwritten signature]

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EXTRA WORK: Any extra work executed by the PURCHASER-CUM-DEVELOPER at the request of the OWNERS shall entitle the PURCHASER-CUM-DEVELOPER to receive from the OWNERS such prices as per the prevailing market rate for such work and the decision of the Architect of the PURCHASER-CUM-DEVELOPER in this regard shall be final and binding.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day, month and the year first hereinabove mentioned, having read and understood the contents thereof.

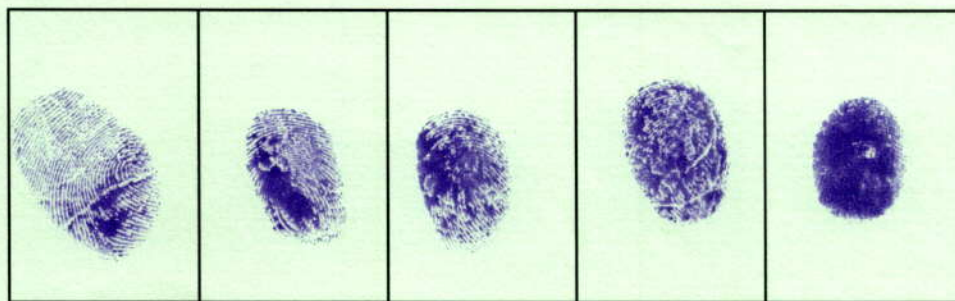
SIGNED, SEALED AND DELIVERED
by the within named OWNERS
MR. ASHLEY JOSEPH LEWIS O'BRIEN
alias MR. ASHLEY JOSEPH LEWIS
for self and as sole proprietor of
M/S MINEIRO FERRO ASIA



LHTI



LEFT HAND FINGER PRINTS

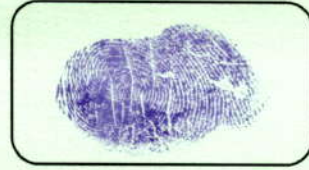


RIGHT HAND FINGER PRINTS



MRS. SOFIA ASHLEY JOSEPH O'BRIEN

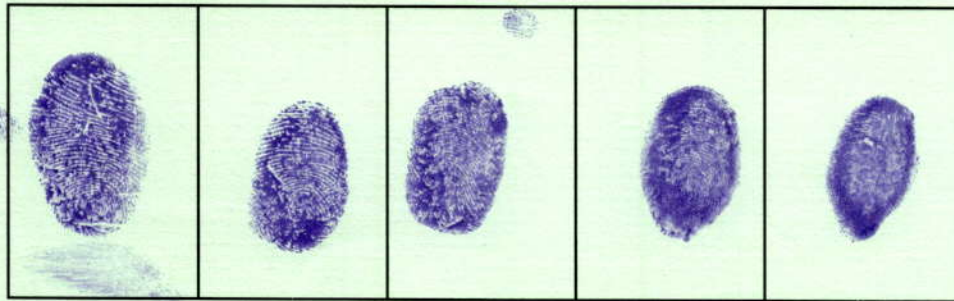
Sofia



LHTI



LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



[Signature]

Sofia

[Signature]

SIGNED, SEALED AND DELIVERED
by the within named
PURCHASER-CUM-DEVELOPER
MR. KAPIL MADHUKAR BETGIRI





LHTI



LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS

WITNESSES:

1. SWDESH L. DESAI



2. prasad v. panhalkar





Desai





Annexure - I



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Inspector of Survey and Land Records
VASCO-GOA

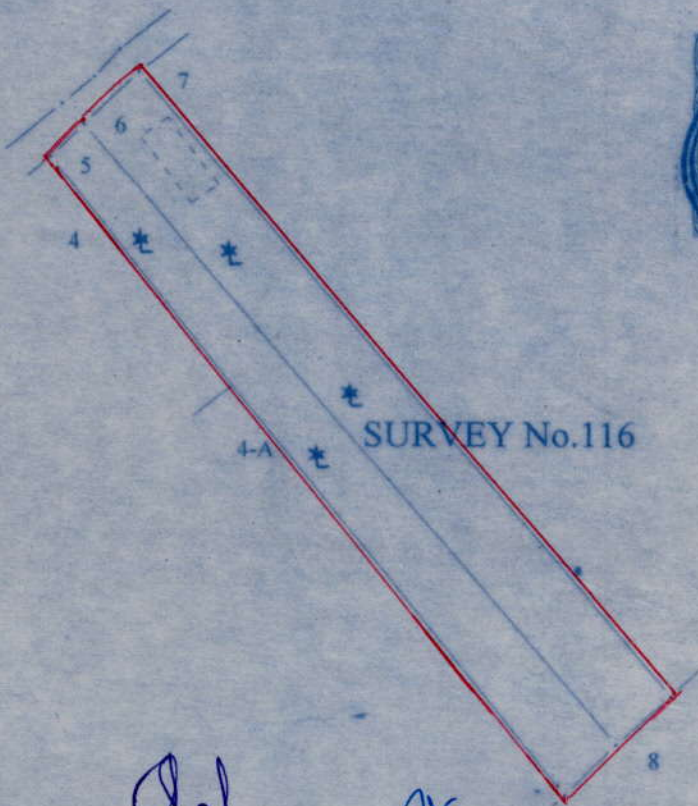


Plan Showing plots situated at
Village : Chicalim
Taluka : MORMUGAO
Survey No./Subdivision No. : 116 / 5 & 6
Scale : 1:1000

Inward No.799

Matondkar

(A. Matondkar)
Inspector of Survey & Land
Records, Vasco-Goa .



[Signature]

[Signature]

[Signature]

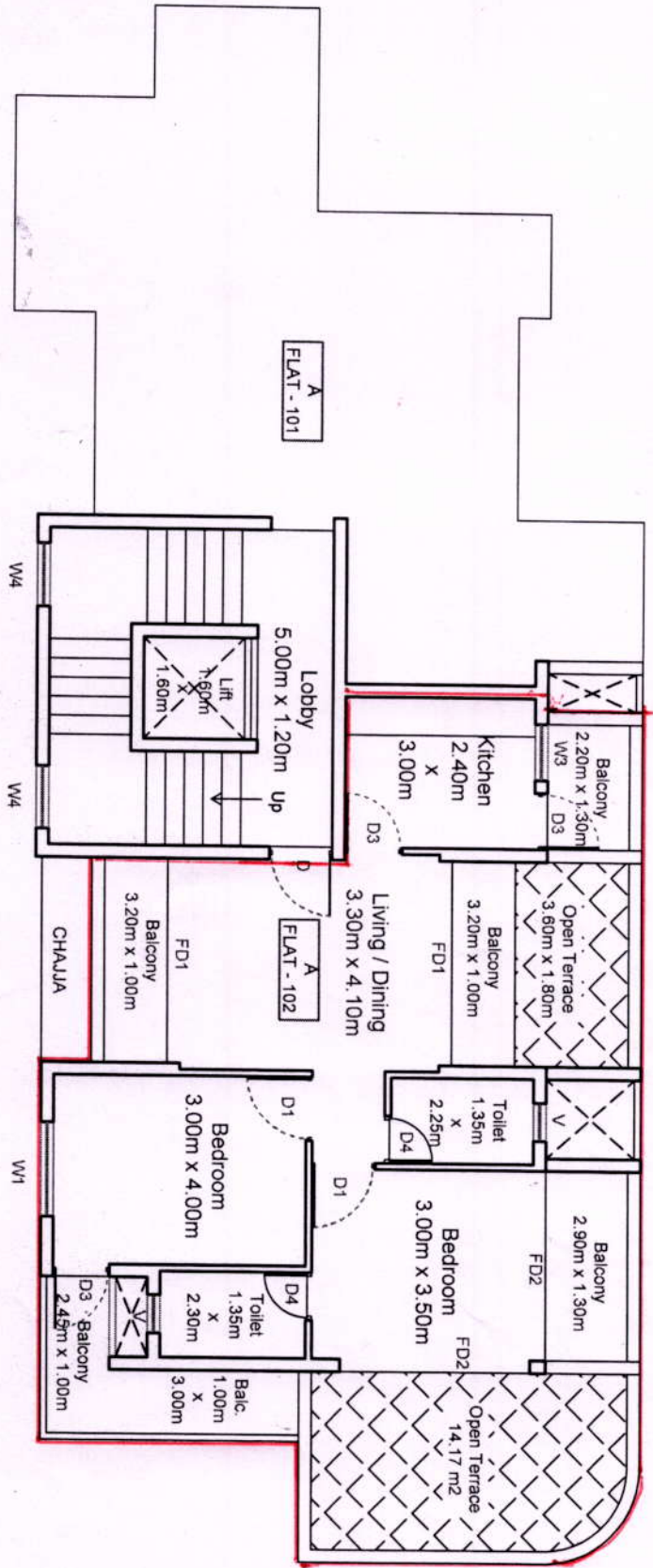
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Generated By : Dilip Naik

On : 13-07-2020

Compared By: Smt. Mrunal T. Rane(H.S)

FLAT No. : BLOCK A - 102

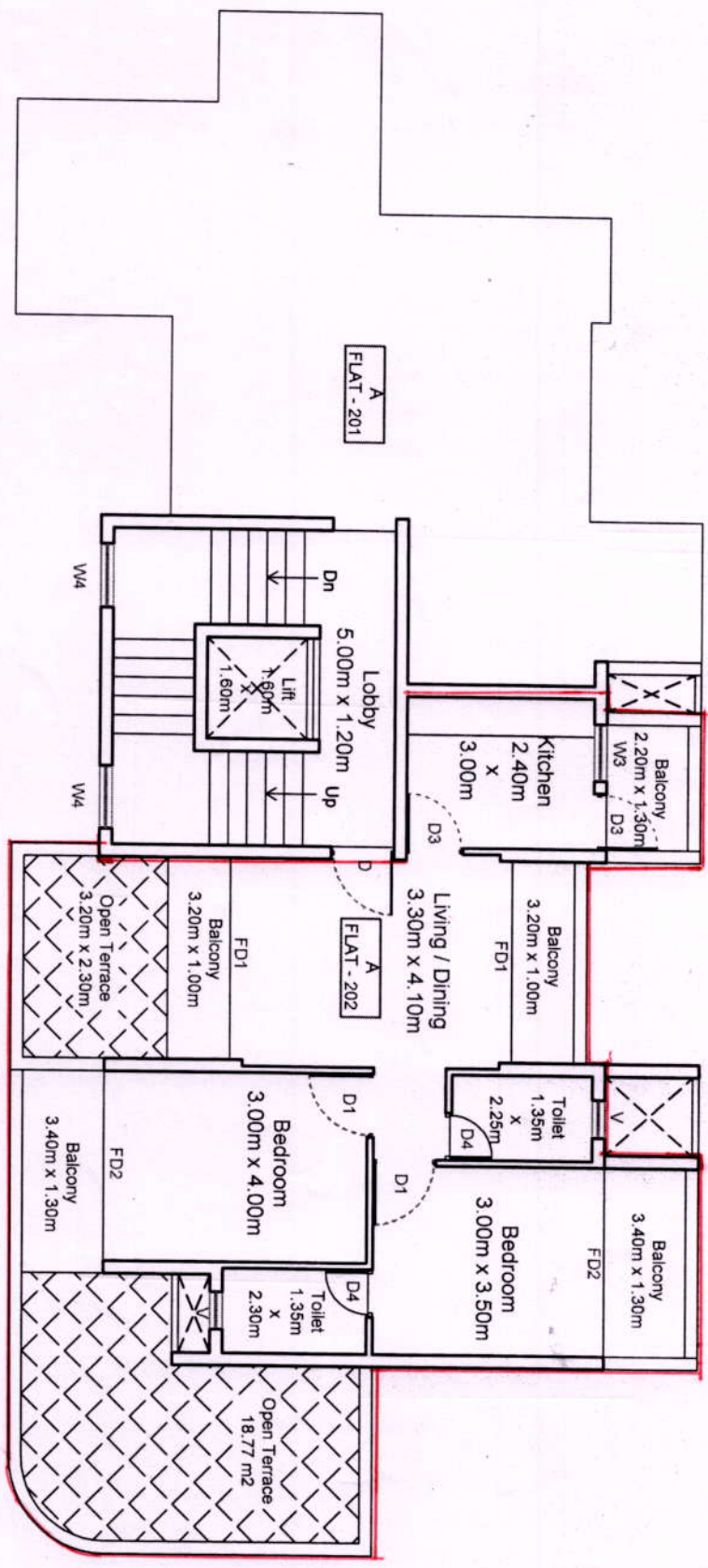


**FIRST FLOOR PLAN
(NOT TO SCALE)**



[Handwritten signatures and initials in blue ink]

FLAT No. : BLOCK A - 202



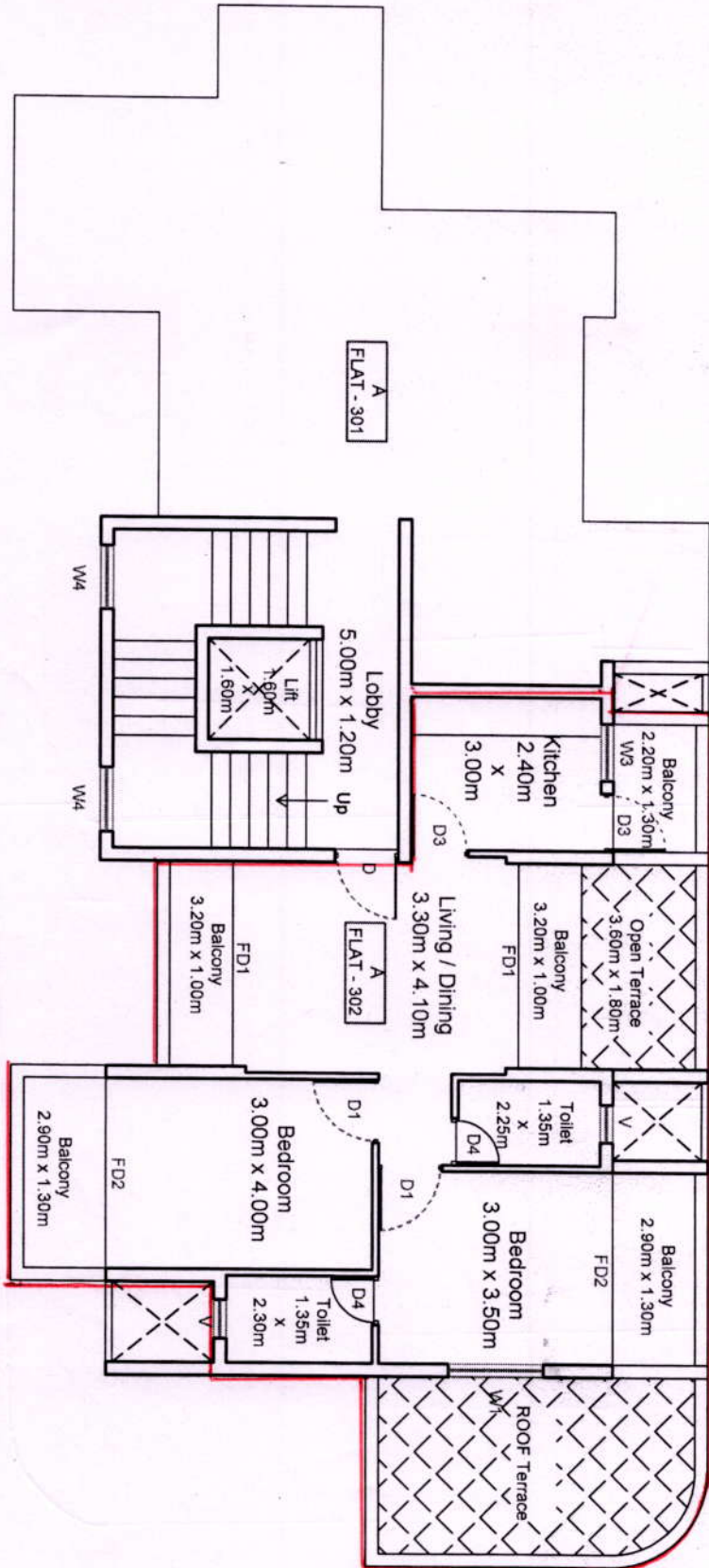
REGISTRAR OF MORTGAGES
SECOND FLOOR PLAN
(NOT TO SCALE)
ORMUGAO

[Handwritten signature]

[Handwritten signature]

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FLAT No. : BLOCK A - 302



**THIRD FLOOR PLAN
(NOT TO SCALE)**

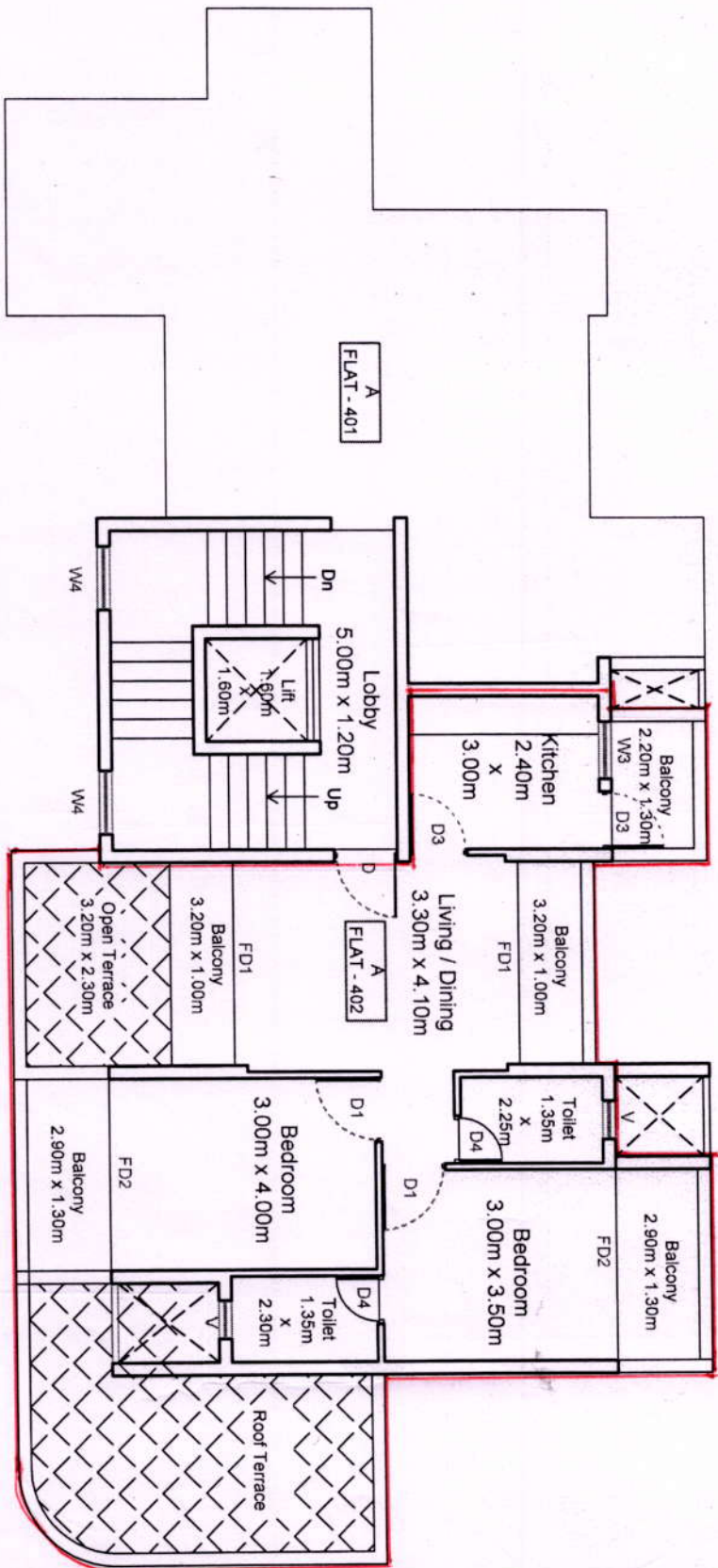


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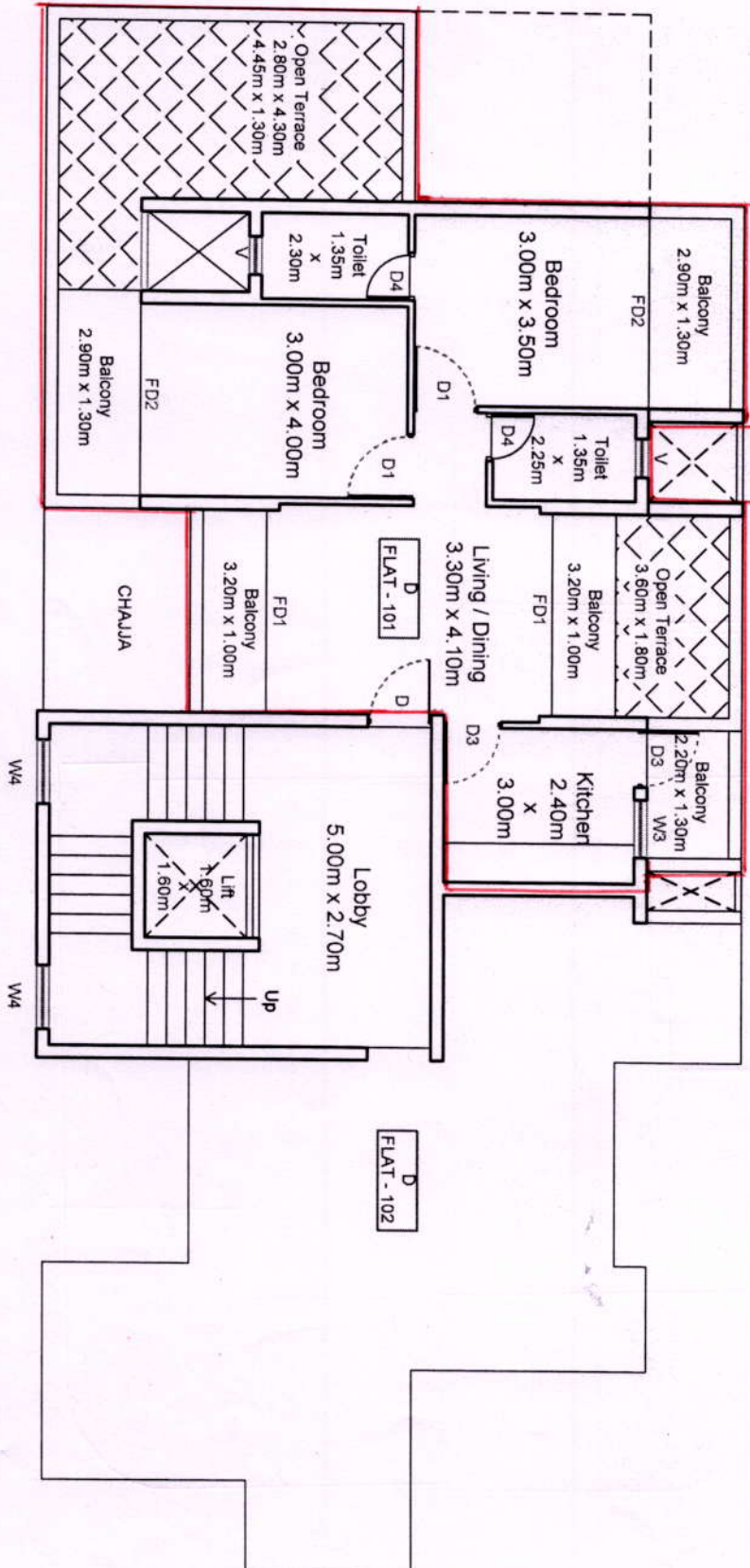


FOURTH FLOOR PLAN
(NOT TO SCALE)



[Handwritten signatures and marks]

FLAT No.: BLOCK D - 101



FIRST FLOOR PLAN
(NOT TO SCALE)

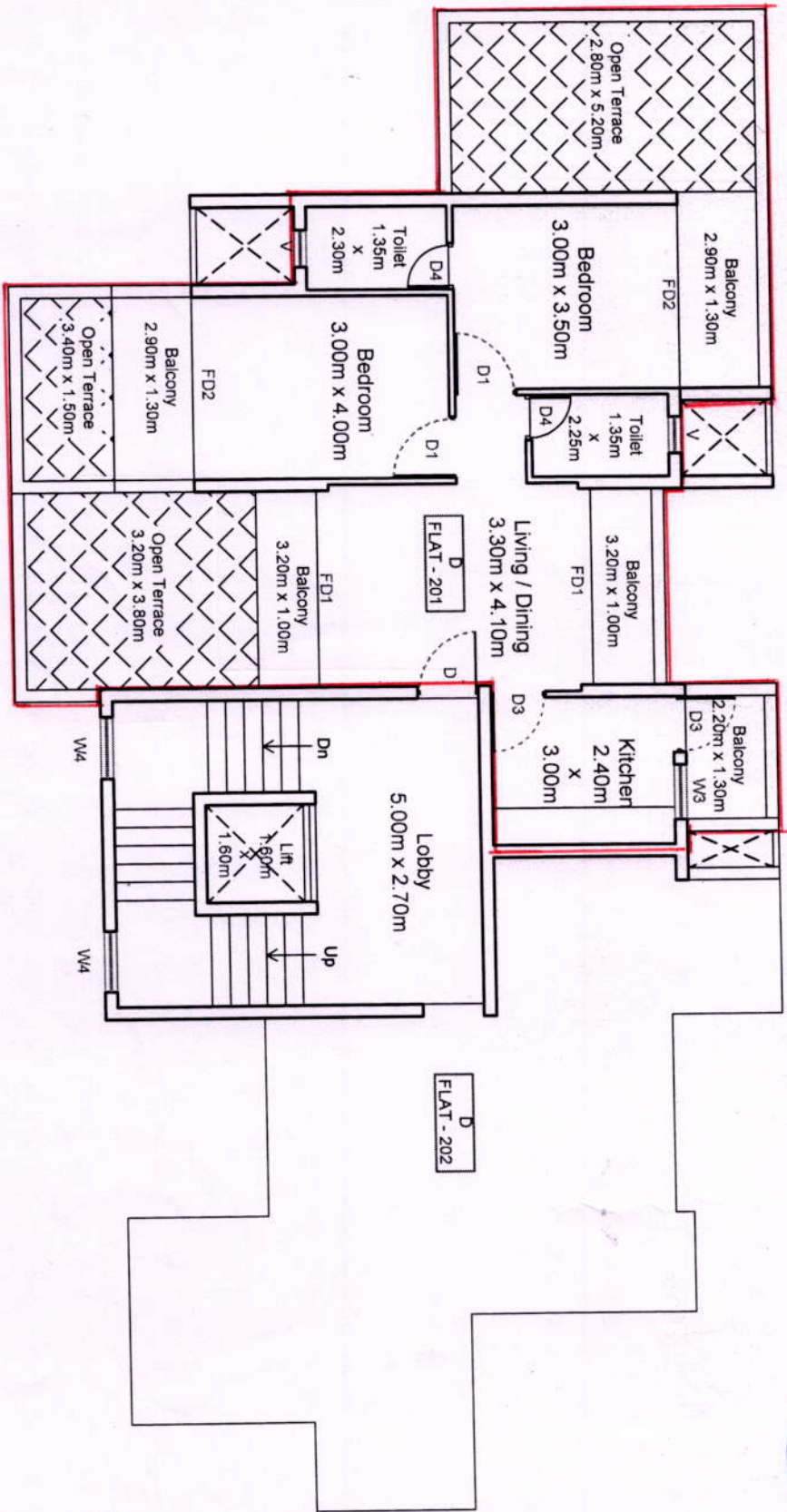


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FLAT No.: BLOCK D - 202



SECOND FLOOR PLAN
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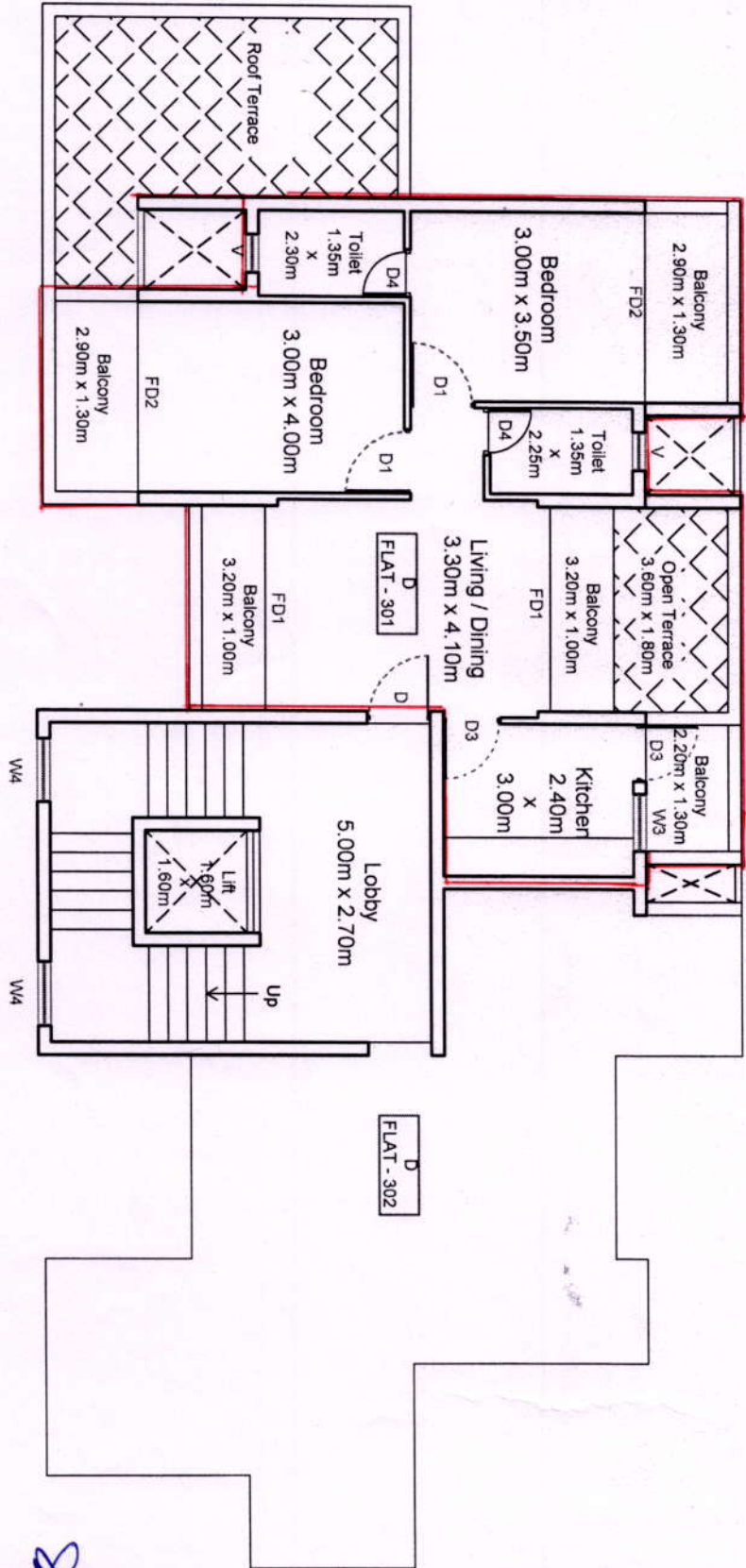


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FLAT No. : BLOCK D - 302



THIRD FLOOR PLAN
(NOT TO SCALE)

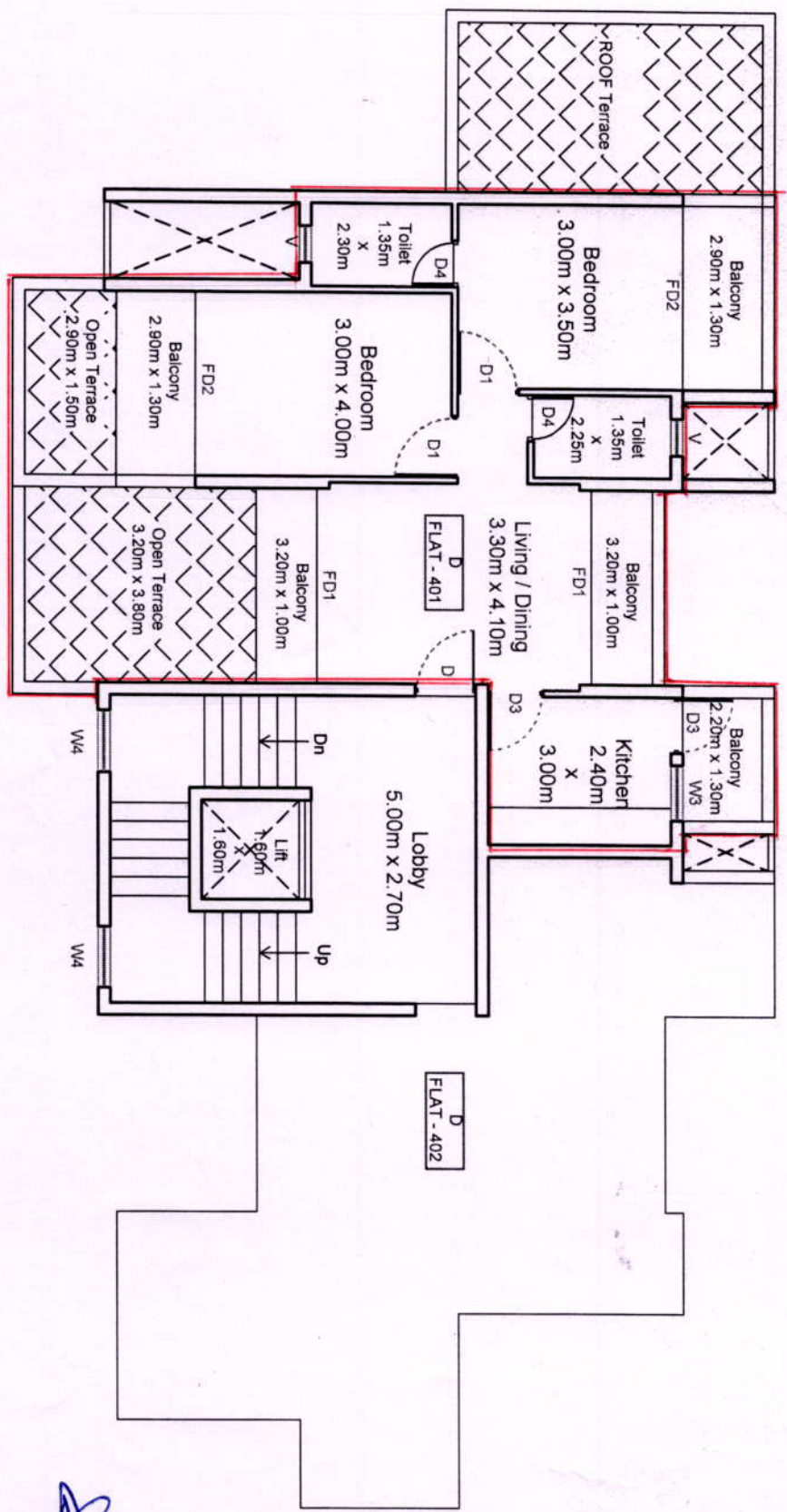


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FLAT No.: BLOCK D - 402



FOURTH FLOOR PLAN
(NOT TO SCALE)



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[Handwritten signature]

[Handwritten signature]



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 28-Jun-2024 11:44:33 am

Document Serial Number :- 2024-MOR-1378

Presented at 11:30:52 am on 28-Jun-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	642500
2	Registration Fee	385500
3	Processing Fee	1220
Total		1029220

Stamp Duty Required : 642500/-

Stamp Duty Paid : 642500/-

Presenter







Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Kapil Madhukar Betgiri , Father Name:Madhukar Betgiri, Age: 40, Marital Status: Married , Gender:Male, Occupation: Business, Address1 - Baina Vasco da Gama Goa, Address2 - , PAN No.: [REDACTED]			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Kapil Madhukar Betgiri , Father Name:Madhukar Betgiri, Age: 40, Marital Status: Married , Gender:Male, Occupation: Business, Baina Vasco da Gama Goa, PAN No.: [REDACTED]			
2	Kapil Madhukar Betgiri , Father Name:Madhukar Betgiri, Age: 40, Marital Status: Married , Gender:Male, Occupation: Business, Baina Vasco da Gama Goa, PAN No.: [REDACTED]			
3	Anand Narendra Lakhani , Father Name:Narendra Lakhani, Age: 43, Marital Status: , Gender:Male, Occupation: Business, Vaddem Vasco da Gama Goa, PAN No.: [REDACTED] , as Power Of Attorney Holder for Ashley Joseph Lewis O Brien Alias Ashley Joseph Lewis Prop Of Mineiro Ferro Asia			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Sudesh Laxman Desai ,Age: 45,DOB: 1979-03-18 ,Mobile: 8600536597 ,Email: ,Occupation:Service , Marital status : Married , Address:403801, Flat No D/F-4 First Floor D Block Antrix Manor Alto Dabolim Goa, Flat No D/F-4 First Floor D Block Antrix Manor Alto Dabolim Goa, Dabolim, Mormugao, SouthGoa, Goa			
2	Name: Prasad V Panhalkar ,Age: 48,DOB: 1975-08-23 ,Mobile: 8550913675 ,Email: ,Occupation:Service , Marital status : Unmarried , Address:403802, Vaddem Vasco da Gama Goa, Vasco Da Gama, Mormugao, SouthGoa, Goa			



Sub Registrar

REGISTRAR
MORMUGAO

Document Serial Number :- 2024-MOR-1378



Book :- 1 Document
Registration Number :- **MOR-1-1300-2024**
Date : 28-Jun-2024



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

REGISTRAR
MORMUGAO

