

Sayinandan S. Satordekar

Advocate

Off:- C-16/564,
Durgawadi, Taleigao
Goa.

Mob:9881257580

THE TITLE VERIFICATION REPORT

DESCRIPTION OF THE PROPERTY:

All that Part and Parcel of land admeasuring 4067 m², bearing survey no. 17/1 of Village Murda, identified as **PALMAR POSSREM BATA**, situated at Murda within the limits of Village Panchayat Mercas Taluka, which property is described in the Office of Land Registrar of Ilhas under no. 15042 at Folio 170 of Book B-39 New, being a part of the larger property earlier described under no. 2991 of Book B-33 Old and is enrolled in the Taluka Revenue Office under Matriz no. 282, 283 and 284 (1/3rd Part), which property is bounded as under:-

North : By Survey no. 244/1 of Morambi-O-Grande
South : Survey no. 17/3 of Murda
East : Culvert beyond which lies property under Sy.
No. 238 of Morambi-O-Grande
West : By Property Palmar e Don Joao



DOCUMENTS INSPECTED.

1. Deed of Conveyance dated 18/07/1986, registered before Sub registrar of Ilhas under no. 643/89, filed in Book No.1, Book No. 1, Vol no. 57 dated 3rd August 1983.
2. Agreement for Sale and development dated 14/01/2010, registered before Sub registrar of Ilhas under no. 251 at pages 455 to 482 of Book No. I, Volume NO. 2182 dated 22/1/10
3. Manual Form I & XIV
4. Form No. I & XIV of the property bearing Survey no.17/1 of Village Murda
5. Survey plan of the property bearing Survey no. no.17/1 of Village Murda
6. Development permission/Technical Clearance Order dated 25/06/2020 bearing no. TIS/9313/MUR/TCP/2020/880 issued by Town & Country Planning Department Tiswadi Panaji, Goa, along with approved plan of construction



7. NOC from the Health Department dated 10/08/2020 bearing no.phc/Chimbel/NOC-const/2020-21/1087.
8. Construction License dated 14/09/2020 bearing no. 7/2020-21/925 issued by Village Panchayat Mercedes Mercedes, Tiswadi Goa
9. Conversion Sanad issued by Office of the Collector North Goa District, Panaji Goa, dated 29/04/2021, bearing No.RB/CNV/TIS/AC-II/17/2019.
10. Memorandum of Understanding dated 21/04/2021, registered before Notary Shri. Shashikant Nabar under no. 1243 dated 26/04/2021.

TITLE REPORT

It is seen from the Deed of Sale dated 18/07/1986 that the aforesaid property "PALMAR POSSREM BATA", was purchased by One Mr. Santosh Raikar being in a lawful possession and enjoyment of the said PROPERTY as a caretaker of the SAID PROPERTY, from original owners Shri Venkatexa



Bicu Xete Raikar and wife Smt. Radhabai Venkatexa Raikar.

It is further seen from the Manuel Form I & XIV of Survey bearing no. 17/1 of Village Murda, the name of Shri Venktesh Bhiku Raikar has been found recorded in the Occupant's Column and subsequently name of Mr. Santosh Narayan Raikar has been found recorded in the Occupant's Column vide Mutation bearing no. 252.

It is further seen that vide Agreement for Sale and development dated 14/01/2010, executed between one Mr. Albert Esteves as a Developer and Mr. Santosh Narayan Raikar as the Owner, said Mr. Albert Esteves have agreed to develop part of the SAID PROPERTY admeasuring 3167 sq. mts after reserving 900 sq. mts reserved for Mundkars.

That Town & Country Planning Department Tiswadi Panaji, issued Development permission/Technical Clearance Order dated 25/06/2020 bearing no. TIS/9313/MUR/TCP/2020/880 and the Village Panchayat of Mercedes has granted Construction License dated 14/09/2020 bearing no. 7/2020-



21/925 for constructing residential building, compound wall in the said part property.

That, accordingly Conversion Sanad dated 29/04/2021, bearing No.RB/CNV/TIS/AC-II/17/2019, was issued to the said part property by Office the Collector North Goa District, Panaji Goa.

That, vide Memorandum of Understanding dated 21/04/2021, Mr. Albert Esteves and his wife Mrs. Margarate Esteves as the ASSIGNOR, assigned all their rights acquired in pursuance to the aforesaid Agreement for Development and Sale dated 14/01/2010 in favour of ASSIGNEE one Mr. Vijin Kumaran, the ASSIGNEE therein.

LEGAL OPINION:

Based upon the scrutiny of the above referred various documents, I hereby certify as under:

- a) That Mr. Vijin Kumaran have subsisting right to develop the SAID PROPERTY which is described hereinabove in terms of the said Memorandum of Understanding dated 21/04/2021, and have a clear, marketable title to dispose/sell the built up



area such as Apartments/flats, etc. constructed in the SAID PART PROPERTY.

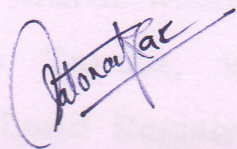
b) That the SAID PROPERTY is not affected by any acquisition or requisition proceedings.

c) That the provisions of Urban Land Ceiling Act are not applicable in the State of Goa.

Issued without prejudice.

Place: Panaji, Goa.

Date : 04/06/2021


S. S. Satordekar
(Advocate)



Dated:- 29/04/2021

- Read: 1) Application dated 06/05/2019 from Shri Santosh Narayan Raikar, r/o. Mercedes, Tiswadi, Goa.
2) Report No. MAM/TIS/CI-I/Online-CNV/316/2020/1681 dated 16/07/2020 from Mamlatdar of Tiswadi, Panaji Goa.
3) Report No. TIS/9313/MURDA/TCP/2020/1236 dated 14/09/2020 from Dy. Town Planner, Town & Country Planning Department, Tiswadi, Panaji Goa.
4) Report No. 5/CNV/TIS-865/DCFN/TECH/2019-20/329/740 dated 01/09/2020 from the Asst. Conservator of Forests, O/o. Dy. Conservator of Forests, North Goa Division, Ponda Goa.
5) Letter No. 4/ISLR/TIS/CNV/30/2021/219 dated 27/04/2021 from I.S.L.R., Panaji Goa.

SANAD

SCHEDULE-II

(See Rule 7 of the Goa, Daman and Diu Land Revenue (Conversion of use of land and non-agricultural Assessment) Rules, 1969).

Whereas an application has been made to the Collector of North Goa (Hereinafter referred to as "the Collector" which expression shall include any officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under section 32 of the Goa, Daman and Diu Land Revenue Code, 1968 (hereinafter referred to as 'the said code which expression shall, where the context so admits include the rules and orders thereunder) **Shri Santosh Narayan Raikar**, being the occupant of the plot registered under **Survey No. 17/1** Situated at **Murda village Tiswadi Taluka** (hereinafter referred to as "the applicants, which expression shall, where the context so admits include his/her heirs, executors, administrators and assigns) for the permission to use the plots of land (hereinafter referred to as the "said plot" described in the Appendix I hereto, forming a part **Survey No. 17/1** **admeasuring 2867.00 square metres** be the same a little more or less for the purpose of **Residential use**.

Now, this is to certify that the permission to use for the said plots is hereby granted, subject to the provisions of the said code, and rules thereunder, and on the following conditions, namely:-

1. Levelling and clearing of the land - The applicant shall be bound to level and clear the land sufficiently to render suitable for the particular non-agricultural purpose for which the permission is granted to prevent insanitary conditions.

2. Assessment - The Applicant shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules there under with effect from the date of this sanad.

3. Use - The applicant shall not use the said land and building erected or to be erected thereon for any purpose other than **Residential use**, without the previous sanction of the Collector.

4. Liability for rates - The applicants shall pay all taxes, rates and cesses leviable on the said land.

5. Penalty clause - (a) if the applicant contravenes any of the foregoing conditions the Collector may, without prejudice to any other penalty to which the applicants may be liable under the provisions of the said Code continue the said plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

(b) Notwithstanding anything contained in sub-clause (a) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or use contrary to the provisions of this grant within such time as specified in that behalf by the Collector, and on such removal or alteration not being carried out and recover the cost of carrying out the same from the applicant as an arrears of land revenue.

6.a) The Information, if any, furnished by the applicant for obtaining the Sanad is found to be false at later stage, the Sanad issued shall be liable to be withdrawn without prejudice to the legal action that may be taken against the applicant.

b) If any dispute arises with respect to the ownership of the land, the Sanad granted shall stand revoked and the Construction/Development carried out shall be at the cost and risk of the applicants.

c) The necessary road widening set-back to be maintained before any development in the land.

d) Traditional access passing through the plot, if any, shall be maintained.

e) No trees shall be cut except with prior permission of the competent authority.

Contd...2/-

7. Code provisions applicable - Save as herein provided the grant shall be subject to the provisions of the said Code and rules thereunder.

APPENDIX - I

Sr. No.	Length and Breadth		Total Superficial	Forming (part of	BOUNDARIES				Remarks
	North to South	East to West							
1	2	3	4	5	6				7
					North	South	East	West	
	72.50 Mts.	71.70 Mts.	2867 Sq. Mts.	Survey No. 17/1	VILLAGE OF MORAMBI-O-GRANDE	S. NO. 17/1, 17/2 & 17/2-B	VILLAGE OF MORAMBI-O-GRANDE	S. No. 16/7 & 16/7-A	NIL
	Village: MURDA Taluka: TISWADI								

Remarks:-

- The applicant has paid conversion fees of Rs. 5,16,060/- (Rupees Five Lakh Sixteen thousand Sixty Only) vide Challan No. 202100432551 dated 28/04/2021.
- The development/construction in the plot shall be governed as per rules in force.
- The Conversion has been recommended by the Dy. Town Planner, Town and Country Planning Department, Tiswadi, Panaji vide his report No. TIS/9313/MURDA/TCP/2020/1236 dated 14/09/2020.
- The Conversion has been recommended by the Mamlatdar of Tiswadi vide his report No. MAM/TIS/CI-1/Online-CNV/316/2020/1681 dated 16/07/2020.
- The Conversion has been recommended by the Asst. Conservator of Forests, North Goa Division, Ponda Goa vide his report No. 5/CNV/TIS-865/DCFN/TECH/2019-20/329/740 dated 01/09/2020.
- Mundkarial rights and Mundkarial area if any should not be disturbed and should be protected.
- This Sanad is issued only for change of use of land and shall not be use for any other purpose like proof of ownership of land etc. The applicant shall not use the sanad for pursuing any illegal or antinational activities on this converted land. This office is not responsible for ownership documents.
- Traditional access passing through the plot, if any shall be maintained.

In witness whereof the **ADDITIONAL COLLECTOR - II** North Goa District, has hereunto set his hand and the seal of this Office on behalf of the Governor of Goa and **Shri Albert Esteves, Power of Attorney Holder for Shri Santosh Narayan Raikar** also hereunto set his hand on this 29th day of April, 2021.

(Albert Esteves)
(POA holder for Santosh Narayan Raikar)

(N. M. Gad)
Additional Collector-II



Signature and Designation of Witnesses

- Mr. Ashitosh K. Naik
- Mr. Sayibandan S. Salondikekar

Complete address of Witnesses

- H No. 564, Durgawadi Taligao Goa
- H No. 564, Durgawadi Taligao Goa

We declare that **Shri Albert Esteves, POA holder for Shri Santosh Narayan Raikar** has signed this Sanad is, to our personal knowledge, the person he represents him-self to be, and that he has affixed his signature hereto in my presence.

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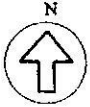
To,

- The Dy. Town Planner, Town and Country Planning Department, Panaji.
- The Mamlatdar of Tiswadi Taluka.
- The Inspector of Survey and Land Records, Panaji.



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI-GOA

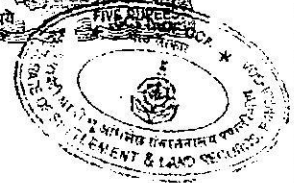
Inward No: 5165



Plan Showing plots situated at
Village : MURDA
Taluka : TISWADI
Survey No./Subdivision No. : 17/ 1
Scale : 1:500

Vinita V. Kambli

Smt. Vinita V. Kambli
Asst. Survey & Settlement Officer
Panaji-Goa



VILLAGE
MORAMBI - O - GRANDE

SURVEY No. 17

S.No.16

Mitali Naik
Generated By : Mitali Naik (D'Man Gr.II)
On : 07-05-2019

Dilip M. Tamaskar
05/05/2019
Compared By: Dilip M. Tamaskar (D'Man Gr.I)

GOVERNMENT OF GOA
OFFICE OF INSPECTOR OF SURVEY & LAND RECORDS
TISWADI - GOA

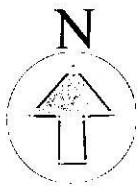
PLAN

OF THE LAND BEARING SURVEY No. 17/1, SITUATED AT MURDA VILLAGE OF TISWADI
TALUKA, APPLIED BY SANTOSH NARAYAN RAIKAR FOR THE CONVERSION OF USE OF LAND
FROM AGRICULTURAL TO NON AGRICULTURAL PURPOSE VIDE ORDER
NO.RB/CNV/TIS/AC-II/17/201 DATED 17-02-2021 FROM ADDITIONAL COLLECTOR II
PANAJI-GOA

SCALE : 1:500

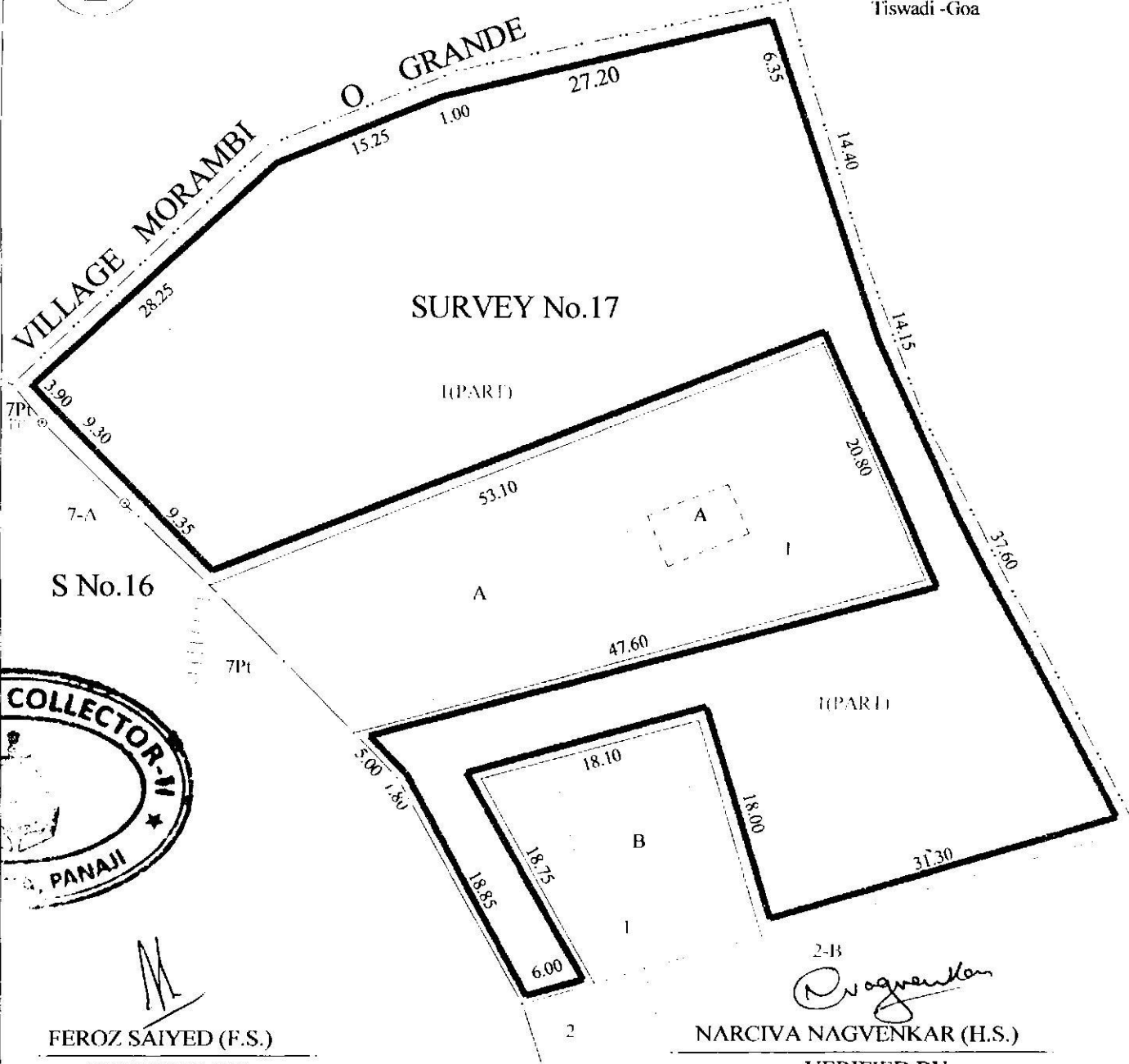


PROPOSED AREA FOR CONVERSION = 2867 Sq. Mts.



S. Gaonkar
27/04/2021
SMITA J. GAONKAR

INSPECTOR OF SURVEY AND RECORDS
Tiswadi - Goa



M
FEROZ SAIYED (F.S.)

PREPARED BY

2-B
N. Nagvenkar
NARCIVA NAGVENKAR (H.S.)

VERIFIED BY

SURVEYED ON: 26-03-2021

File No.: 4/ISLR/TIS/CNV/30/2021



FORM I & XIV

नमुना नं १ व १४

Date : 16/11/2015

Page 1 of 1

Taluka TISWADI

तालुका

Village Murda

गांव

Name of the Field Posre Bhat

शेताचे नांव

Survey No. 17

सर्वे नंबर

Sub Div. No. 1

हिस्सा नंबर

Tenure

सत्ता प्रकार

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

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.00.00	0000.38.61	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.38.61

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन	Grand Total एकूण
0000.02.06	0000.00.00	0000.02.06	0000.40.67

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
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S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Santosh Narayan Raikar		252	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	-----Nil-----			

Other Rights इतर हक्क Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार	Mutation No. फेरफार नं	Remarks शेरा
House belongs to A: 1) Joao Baotisto Gonsalves 2) Francisco Gonsalves 3) Nazareth Gonsalves B: Shiva Shantaram Borkar		

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Unirrigated जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Land not Available for cultivation नापिक जमीन Nature क्षेत्र प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Source of irrigation सिंचनाचा प्रारि	Remarks शेरा
	-----Nil-----									

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.

OFFICE IN CHARGE
LAND RECORDS
VIDE GOVERNMENT ORDER
26/1/2001 P. 176)
dated: 22/11/2015
Ethinx Inform Private Limited
Date of Issue
Place Panaji - Goa



गोवा GOA

Serial No. 1300 Place of Vendor, Panaji Date 21/4/21
Value of Stamp Paper 500
Name of Purchaser Vijay Kumar
Residence new Name of Father C. P. Kumar
Purpose _____ Transacting Parties : _____

676519



Sign of Stamp Vendor
Mangala N. Karapurkar
License No AC/STP/VEN/747/99

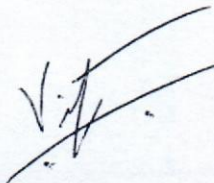
Sign of Purchaser



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed at
Panaji, Goa, on this 21ST day of April 2021;

BETWEEN



1.A. **MR. ALBERT ESTEVES**, Son of Jose Salvador
Esteves, () aged 49 years, in
business,

B.SMT. MARGARET MONTEIRO ESTEVES,

(), daughter of Mr. Pedro L. Monteiro, aged 48
years, married, Business

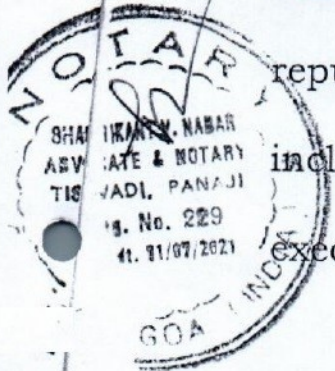
Both Indian Nationals and residing at H.no. 260, Firguem
Bhat, Mercas, Tiswadi, Goa, hereinafter referred to as
"FIRST PARTY/ASSIGNOR" (which expression shall
unless it be repugnant to the meaning and context thereof,
be deemed to mean and include all their legal heirs,
successors, executors, representatives, administrators and
assigns) **OF THE FIRST PART.**

(ASSIGNOR NO. 1B is herein represented herein by her
POA holder her husband Mr. Albert Esteves vide
Power of attorney dated 09/10/2012 executed
before Sub registrar of Ilhas in book 4 under No.
PNJ-BKS-00042-2012, CD No. PNJD17 dated
09/10/2012,)

AND

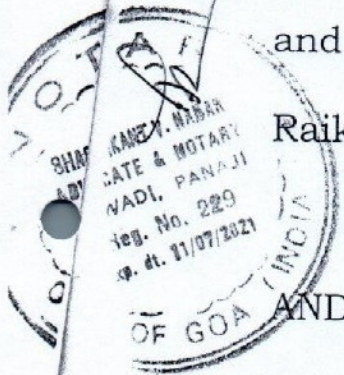
2.MR. VIJIN KUMARAN, son of C. P Kumaran,
(), Aged 30 years, Occupation Business,
Unmarried, Indian National and residents of Lalitha Niwas,
Merces Tiswadi, Goa, hereinafter called the "**SECOND
PARTY/ASSIGNEE**" (which expression shall unless
repugnant to the context or meaning thereof be deemed to
include their heirs, legal representatives, administrators,
executors, successors and assigns) OF THE OTHER PART



WHEREAS, there exists a part and parcel of land
admeasuring 4067 m2, bearing survey no. 17/1 of Village
Murda, identified as **PALMAR POSSREM BATA**, situated at
Murda within the limits of Village Panchayat Merces
Taluka, Tiswadi registered Sub-District of Ilhas District
North Goa in the state of Goa, which property is hereinafter
referred to as the "**SAID PROPERTY**" and more
particularly described in **SCHEDULE-I** hereunder written.

AND WHEREAS, the **SAID PROPERTY** originally belonged
to Shri. Venkatexa Bicu Xete Raikar and his wife Smt.
Radhabai Venkatexa Raikar.

AND WHEREAS, vide Deed of Conveyance dated 18/07/1986, registered before Sub registrar of Ilhas under no. 643/89, filed in Book No.1, Book No. 1, Vol no. 57 dated 3rd August 1983, the said Shri.Venkatexa Bicu Xete Raikar and his wife Smt. Radhabai Venkatexa Raikar sold and conveyed the said property to Mr. Santosh Narayan Raikar

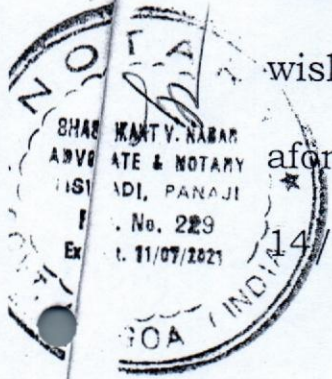


AND WHEREAS, the said Mr. Santosh Narayan Raikar and his wife Mrs. Swati Santosh Raikar are the exclusive and absolute owners of the said part and parcel of land admeasuring 4067 m², bearing survey no. 17/1 of Village Murda, identified as **PALMAR POSSREM BATA**, situated at Murda within the limits of Village Panchayat Mercas Taluka, Tiswadi registered Sub-District of Ilhas District North Goa

AND WHEREAS, vide Agreement for Sale and development dated 14/01/2010, registered before Sub registrar of Ilhas under no. 251 at pages 455 to 482 of Book No. I, Volume NO. 2182 dated 22/1/10, the said Mr. Santosh Narayan Raikar along with his wife Mrs. Swati Santosh Raikar

agreed to sell the said property to FIRST PARTY herein, on the terms and conditions as appearing on therein.

AND WHEREAS, the ASSIGNOR, due to preoccupation wishes to assign the rights acquired in pursuance to the aforesaid Agreement for Sale and development dated 14/01/2010.



AND WHEREAS, the ASSIGNOR has accordingly, proposed to the ASSIGNEE herein, that the ASSIGNOR shall assign all the Development Rights acquired by ASSIGNOR by way of Agreement for Development and Sale dated 14/01/2010, infavour of ASSIGNEE, in the SAID PROPERTY.

AND WHEREAS the ASSIGNEE have agreed to the said proposal of the ASSIGNOR and have agreed to execute this presents subject to the terms and conditions as set out hereinafter.

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. That the ASSIGNOR hereby assign in favour of ASSIGNEE , all the development rights in the SAID PLOT,

acquired by ASSIGNOR by way of Agreement for Development and Sale dated 14/01/2010.

2. That the ASSIGNEE shall construct the residential buildings numbered as B and C on the SAID PROPERTY, as per the plan approved by both the parties herein and shall distribute the builtup areas at the ration of 40:60 percent, amongst themselves as per other mutual agreed terms.

3. That, the Assignee in consideration with respect to said assignment of rights, shall be paid by the ASSIGNEE to the ASSIGNOR in the following manner:

a. By Constructing and allotting to the ASSIGNOR, 12 nos of Flats/Apartments along with 12 Parking Slots to be constructed in the SAID PROPERTY, marked and detailed as under:-

Sr.no	FLAT	AREA	BLOCK	FLOOR
1	UGF-2	99.5	B	UPPER GROUND FLOOR
2	FFL-1	99.5	B	FIRST FLOOR LEVEL
3	FFL-2	99.5	B	FIRST FLOOR LEVEL

4	UGF-1	97	C	UPPER GROUND FLOOR
5	UGF-2	97	C	UPPER GROUND FLOOR
6	FFL-1	97	C	FIRST FLOOR LEVEL
7	FFL-2	97	C	FIRST FLOOR LEVEL
8	SFL-1	97	C	SECOND FLOOR LEVEL
9	SFL-2	97	C	SECOND FLOOR LEVEL
10	TFL-1	97	C	THIRD FLOOR LEVEL
11	TFL-2	97	C	THIRD FLOOR LEVEL
12	TFL-5	101	C	THIRD FLOOR LEVEL

b. By Constructing and to be retained by the Assignee, 21 nos Flat/Apartments, to be constructed in the SAID PROPERTY as under:-

Sr.no	FLAT	AREA	BLOCK	FLOOR
1	UGF-1	99.5	B	UPPER GROUND FLOOR
2	SFL-1	99.5	B	SECOND FLOOR LEVEL
3	SFL-2	99.5	B	SECOND FLOOR LEVEL
4	TFL-1	99.5	B	THIRD FLOOR LEVEL
5	TFL-2	99.5	B	THIRD FLOOR LEVEL
6	UGF-3	95.5	C	UPPER FLOOR LEVEL

7	UGF-4	97.5	C	UPPER FLOOR LEVEL
8	UGF-5	97	C	UPPER FLOOR LEVEL
9	UGF-6	97	C	UPPER FLOOR LEVEL
10	FFL-3	95.5	C	FIRST FLOOR LEVEL
11	FFL-4	95.5	C	FIRST FLOOR LEVEL
12	FFL-5	97	C	FIRST FLOOR LEVEL
13	FFL-6	97	C	FIRST FLOOR LEVEL
14	SFL-3	95.5	C	SECOND FLOOR LEVEL
15	SFL-4	95.5	C	SECOND FLOOR LEVEL
16	SFL-5	97	C	SECOND FLOOR LEVEL
17	SFL-6	97	C	SECOND FLOOR LEVEL
18	SFL-7	96.5	C	SECOND FLOOR LEVEL
19	TFL-3	95.5	C	THIRD FLOOR LEVEL
20	TFL-4	95.5	C	THIRD FLOOR LEVEL
21	TFL-6	101	C	THIRD FLOOR LEVEL

4. That, it was Agreed by and between the ASSIGNOR and ASSIGNEE that the ASSIGNOR shall allot one Unit/Flat to the ASSIGNEE, on account of cost incurred by ASSIGNEE towards the Mundkarial Settlement, Construction of Mundkarial House, Construction of Road and the monies

paid prior to the execution of this present, on behalf of ASSIGNOR.

5. That the Tenements shall be constructed by the ASSIGNEE at its own costs in the form of flats/apartments and as per the specifications/location as stipulated in Schedule II of this Agreement. That after on execution of this present Agreement, the ASSIGNEE shall execute a supplementary agreement if required.

The ASSIGNEE shall hand over the possession of the built up area to the ASSIGNOR within 36 months from signing of this presents, subject to reasonable extension of time as mutually agreed by both the parties, due to the reasons beyond the control of the ASSIGNEE.

6. That in consideration of the receipt of the aforesaid built up area, from the ASSIGNEE, in terms of Clause 1 and 2 of this Agreement, the ASSIGNOR shall be responsible to make the OWNERS available to execute conveyance with respect to the SAID PROPERTY or the undivided share proportionate to the said flats to be constructed in the said property.

7. That on receipt of the entire consideration amount as stipulated in this Agreement in the form of the possession of the built up areas, the ASSIGNOR shall be responsible to make the OWNERS available and shall simultaneously convey in favour of the ASSIGNEE and/or its nominee/s, the Property or any part thereof, or at the request of the ASSIGNEE execute irrevocable Power of Attorney in favour of the ASSIGNEE to execute the said Conveyance.

8. That the entire cost of the execution of the conveyance as stipulated in Clause 7 hereinabove including the legal fees, stamp duty, registration fees, etc. shall be exclusively borne by the ASSIGNEE and /or its nominee/s, with regards to the units to be retained by the ASSIGNEE and the ASSIGNOR shall be liable to pay the legal fees, stamp duty, registration fees, etc, with regards to the units to be allotted to the ASSIGNOR.

9. That upon execution of this Agreement/M.O.U, the ASSIGNOR with the consent of the OWENRS do hereby

permit the ASSIGNEE to enter into the SAID PROPERTY take measurements, carry out survey, obtain Conversion Sanad, change of Zone, development permission and construction License and thereafter to commence the construction work on the said property, however this permission given by the ASSIGNOR to the ASSIGNEE is only a LICENSE to execute the aforesaid work and as such the possession of the SAID PROPERTY shall continue with the ASSIGNORS until they receive the entire consideration amount due to them under this Agreement from the ASSIGNOR.

10. That the ASSIGNOR have represented to the ASSIGNEE that the SAID PROPERTY is clear and marketable, the SAID PROPERTY is free from encumbrances and the ASSIGNOR shall at their own cost and expenses get all the outstanding dues and estate if any, cleared, as also all defects in title, encumbrances, claims including all claims by way of taxes, sale, mortgage, exchange, gift, trust, inheritance, possession, easement, lease, license, if any and the ASSIGNOR do hereby agree to deliver to the ASSIGNEE, the copies of all the documents

pertaining to the title and ownership of the SAID PROPERTY.

11. That the ASSIGNEE with the consent of the OWNERS also do hereby permit and authorize the ASSIGNEE to sell to any third party, any built up area to be constructed on the SAID PROPERTY. The ASSIGNEE shall be accordingly, entitled to enter into any commitment and/or Agreement for the sale of said built up area along with its proportionate undivided right in the SAID PROPERTY with any third party, however, without any responsibility/liability of any nature against the ASSIGNOR or the OWNER. It is expressly agreed that the ASSIGNOR shall not be liable in any way to any damages or any other consequences, in the event of any breach of the Agreement that may be committed by the ASSIGNEE against any third party or any purchaser.

12. That the ASSIGNEE herein undertake that on execution of this Agreement, He shall as a lawful attorney of the OWNERS shall sign and execute all such applications, forms, plans, affidavits and/or any other

document/s as may be necessary for the purpose of obtaining development permission, conversion sanad, construction license and/or any other NOC/Permission from the various Government Authorities for the purpose of commencing the development and construction work in the SAID PROPERTY.

13. That all the costs of the development including the expenses involved in obtaining the aforesaid licenses, permissions, NOCs, etc. as also development fees, expenses towards obtaining electricity, water and sewage connection and/or all or any other expenses involved in the development of the SAID PROPERTY including the cost of the construction shall be borne exclusively by the ASSIGNOR.

14. That in the event the ASSIGNOR desire to have any modifications or improvements to the built up areas which shall be allotted to them, the same shall be carried out by the ASSIGNEE at an additional cost of the ASSIGNOR on prior written request of the ASSIGNOR provided however, such modifications or improvements are authorized by the

concerned authorities and paid by the ASSIGNOR before carrying out the said extra works.

15. That the ASSIGNEE shall be entitled to construct building/s in the said property in accordance with the floor area ratio prevailing from time to time and in accordance with the plan to be sanctioned by the concerned authorities and to sell or to deal with the flats/shops/units in the building/s to be constructed on the SAID PROPERTY on such terms and conditions as the ASSIGNEE may deem fit without any reference and/or liability to the ASSIGNOR. That at any time after the commencement of the construction or after completion of the development of the SAID PROPERTY if Floor Area Ratio presently applicable to the SAID PROPERTY is increased, the benefit of the same will arise to the ASSIGNEE and the ASSIGNOR on pro rata basis.

16. That the Deed of Sale in respect of the SAID PROPERTY shall be executed at the instance and cost of the ASSIGNEE in favour of the ASSIGNEE and/or its nominees, simultaneously on handing over the possession

of the said built up areas to the ASSIGNOR and excluding the built up area to be allotted to the ASSIGNEE.

17. That the ASSIGNOR shall indemnify the PURCHASER in the event of any claim raised by any other person/s with regard to the SAID PROPERTY.

18. That on being handed over the possession of the said built up areas, all the other open spaces, terraces, parking areas existing in the said building/property shall belong exclusively to the ASSIGNEE.

19. That, the ASSIGNOR, shall also execute in favour of ASSIGNEE, specific Power of Attorney to carry out the said Development Activity, such as obtaining Sub-Division Approval, TCP clearances, Conversion Sanad, Construction Licenses, etc.

20. That, the ASSIGNOR represents to the ASSIGNEE that the ASSIGNOR has consulted the OWNERS and has full right and capacity to execute this presents in favour of ASSINGEE and hereby undertake to indemnify the



Two handwritten signatures.

ASSIGNEE in the event of any action by OWNERS or any third party.

21. That the ASSIGNOR represents to the ASSIGNEE that a the ASSIGNOR has paid the OWNERS the entire consideration in pursuance to the aforesaid Agreement for Development cum sale dated 14/01/2010.

22. The ASSIGNEE hereby undertake to indemnify the ASSIGNOR, in the event of any liability arising out of the poor workmanship or defect in the work undertaken, with regard to the built up areas or the apartments to be allotted to the ASSIGNORS.

23. The parties shall be entitled to the specific performance of this Agreement.

SCHEDULE - I

(Description of the SAID PROPERTY)

All that part and parcel of land admeasuring 4067 m2, bearing survey no. 17/1 of Village Murda, identified as **PALMAR POSSREM BATA**, situated at Murda within the

limits of Village Panchayat Mercês Taluka, Tiswadi registered Sub-District of Ilhas District North Goa in the State of Goa, which property is delineated in Red Color in the Plan attached herewith and bounded as under:-

North : By Survey no. 244/1 of Morambi O Grande
South : Survey no. 17/3 of Murda
East : Culvert beyond which lies property under Sy. No. 238 of Morambi-O-Grande
West : By Property Palmar e Don Joao

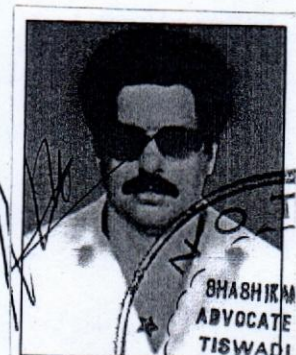
IN WITNESS WHEREOF the parties hereto have signed the above Deed on the day, month and the year first abovementioned.

SIGNED AND DELIVERED BY

WITHINAMED ASSIGNOR/FIRST PARTY

1.A MR. ALBERT ESTEVES for self and

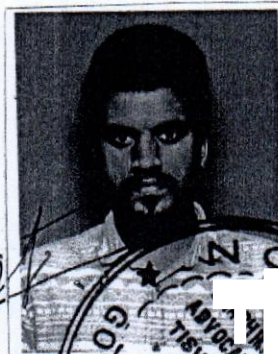
P.O.A for MRS. MARGARATE ESTEVES



SIGNED AND DELIVERED BY

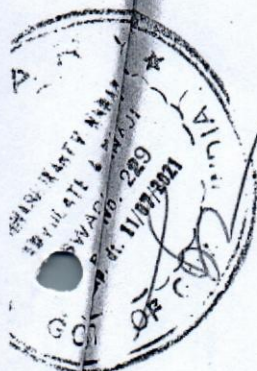
WITHINAMED ASSIGNEE/SECOND PARTY

2. MR. VIJIN KUMARAN



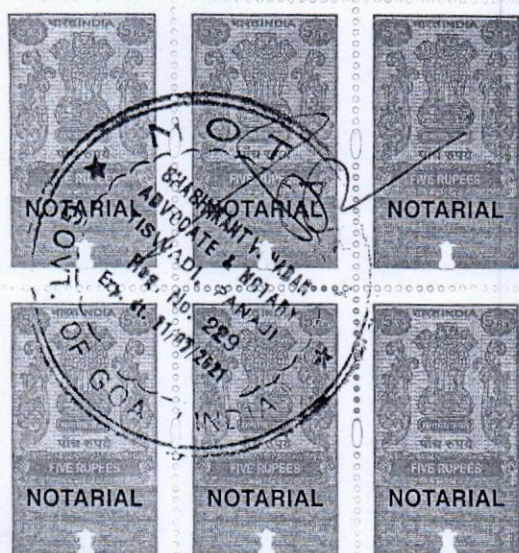
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Vijin



IN PRESENCE OF:-

1. Ashish S. Khandekar *Ashish*
- 2.



EXECUTED BEFORE ME
WHICH I ATTEST

[Signature]

SHASHIKANT V. NAIR
Advocate & Notary
Tiswadi Taluka
Panaji-Goa.403 001
Reg. No.229

SR NO. 1243

DI- 26/04/2021

Vijin

[Signature]

251

20/1/10

THE BANK OF RAJASTHAN LTD.
DAULAT BUILDING
18th JUNE ROAD
PANAJI - GOA



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13.1.2010

GOA

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Name of Purchaser... *Albert Esteves*
For The Bank of Rajasthan, Ltd.

Authorized Signatory

Radhakrishnan S.

Senior Manager

Serial No. *196*
Presented at the Office of the
Sub-Registrar of Ilhas
between the hours of *10 am*

and *12 PM* on *20/1/2010*

Angela

Received fees for Rs. NP
Registration
Copying (Folios)
Copying Endorsements
Postage...

Total Rs.

105/-

Rs one hundred

[Signature]
SUB-REGISTRAR
ILHAS

20/1/2010

[Signature]
SUB-REGISTRAR
ILHAS

AGREEMENT FOR DEVELOPMENT AND

SALE

[Signature]

S.R.

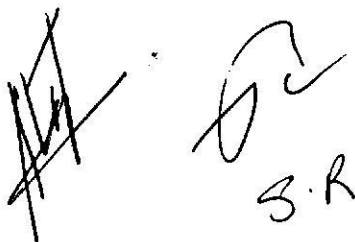
THIS AGREEMENT FOR DEVELOPMENT AND SALE is made at Panaji on this 14th day of January 2010 **BETWEEN:-**

(1) (i) Shri. Santosh Narayan Raikar, aged 47 years, in business, Holding Pan Card no. , son of late Narayan Raikar and his wife (ii) Smt. Swati Santosh Raikar, aged 40 years, housewife, holding PAN Card no.

both residing at Narayanratna-Oilem Bhat-Merces-Ilhas-Goa, hereinafter referred to as the **OWNERS/VENDORS** (which expression shall include their heirs, successors, representatives and assigns) of the **ONE PART; AND** (2)

Shri. Albert Esteves, aged about 45 years, in business, operating as the sole proprietor of M/s ALBERT DEVELOPERS, holding PAN Card no son of Jose Esteves, residing at H.No.260 Merces Ilhas Goa, hereinafter referred to as the **DEVELOPER** (which expression shall include his heirs, successors, representatives and assigns) of the **OTHER PART.**

All Indian Nationals.

The block contains two handwritten signatures. The signature on the left is a stylized, bold script. The signature on the right is a cursive script, with the initials 'S.R.' written below it.

WHEREAS there exists a part and parcel of land admeasuring 4067 m2 bearing sy.no.17/1 of Village Murda identified as PALMAR POSSREM BATA situated at Murda within the limits of Village Panchayat Merces Taluka Tiswadi Registered Sub-District of Ilhas District North Goa in the state of Goa, which property is described in detail in the Schedule hereunder and is hereinafter referred to as THE SAID WHOLE PROPERTY.

WHEREAS the said whole property belonged to the Male Owners/Vendors hereto as having purchased the same under a Deed dated 18-7-1986 registered under no.643 of Book I Vol.57 in the office of Sub-Registrar Ilhas.

WHEREAS the Male Owners/Vendors having married to the lady Owners/Vendors under the regime of Communion of Assets, she has acquired moiety share in the said whole property.

WHEREAS there are two Mundkarial Houses in the said property 141




occupied by Joao Baptista Gonsalves and his family, and 142 occupied by Shivling Naik Borkar in the said whole property; for which the Owners/Vendors have reserved an area of 900 m2 out of the said whole property for the benefit of the Mundkar.

WHEREAS the OWNER/VENDOR have thus represented to the PURCHASER that they are the sole and exclusive owner in possession of the said property holding absolute, clear and marketable title to the same without any impediment of any nature.

WHEREAS the Owners/Vendors have now offered to the Developer to sell an area of 3167 m2 out of the said whole property; with the exclusion of the said area of 900 m2 reserved for the Mundkars; which area of 3167 sq. mts. is hereinafter referred to as THE SAID PLOT and described in detail in the Schedule hereunder and demarcated in the plan annexed hereto.



S.R.

WHEREAS at the offer of the Owners/Vendors the Developer has now agreed to purchase THE SAID PLOT for the purpose of development and construction of Residential/ Commercial Complex in the said plot for a total consideration of Rs.49,00,000/- (Rupees forty nine Lakhs only) payable by the Developer to the Owners on the terms and conditions stipulated hereunder:-

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1.- That in consideration of the amount of Rs. 49,00,000/- (Rupees forty nine Lakhs only) payable by the Developer to the Owners/Vendors and subject to the terms and conditions hereafter appearing the Owners/Vendors do hereby agree to sell and convey unto the Purchaser all the SAID PLOT described in detail in the Schedule hereunder; for the purpose of development of the said plot and construction of a Commercial/ Residential Complex.



S.R

2.- That the stipulated consideration for the said property of Rs.

49,00,000/- (Rupees forty nine Lakhs only) is agreed to be paid by the Purchaser/Developer to the Owners/Vendors as under:-

(i) (a) Rs.3,00,000/- (Rupees three Lakhs only) paid on this date; vide cheque no.722791 dated 28-12-09 drawn on Syndicate Bank, Merces Branch in the name of the Owners/Vendor no.1 which amount is duly admitted as received by the Owners/Vendors.

(b) Rs.2,00,000/- (Rupees two lakhs only) by post dated cheque no.722992 dated 28-6-2010, also drawn on Syndicate Bank, Merces Branch, in favour of the Vendor no.1.

(ii)-Towards the balance amount of Rs.44,00,000/- (Rupees forty four lakhs only) the Purchaser/ Developer shall construct for the Owners/Vendors a built up area of 445 m2 comprising of Ground plus two floors with two shops and one garage on the ground floor and six rooms each on the upper floors; as oer the plans annexed hereto; which plans



S.R.

shall be drawn and approved by the Owners/Vendors at their own cost through the Appropriate Authority which building shall be constructed in the portion admeasuring 445 m2 in the property bearing sy.no.242/1-A of Village Morombi-O-Grande as per the plan annexed hereto; which property under survey no.242/1-A is belonging to the Owners/Vendors and which shall be constructed as per the specifications in Schedule II hereinafter referred to as THE SAID UNIT.

3.(a)- It is agreed that the possession of the SAID UNIT shall be delivered to the Owners/ Vendors within 15 months from the date of approval of the plans from the Village Panchayat Mercres; with extension of 3 months in the event of delay caused on account of situation beyond the control of the Developer.

If the Developer fails to give the ^{same} ~~sum~~ within the said period compensation of Rs.1000/- per day shall be given.

(b) The possession shall be deemed delivered by the Developer on

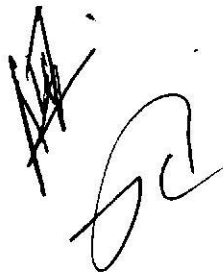

S.R.

obtaining completion Certificate from the Architect of the Developer.

(c) - Any time cost in litigation if any; caused on account of any statutory Notice or claim of any nature to the said property under survey no.242/1-A, causing restrain in construction in the said property shall be deducted from the time prescribed hereinabove.

4.- The Owners do hereby assure the Developer about their marketability of title to the property described in the Schedule I hereunder. The Owners/ Vendors have allowed the Developer inspection of his Original documents Title Deeds and delivered unto the Developer all the Notarised true copies of the title documents of the Owners.

5.- The Developer shall at its own cost and discretion get the plans of the development in the SAID PLOT drawn and approved by the Appropriate Authorities.

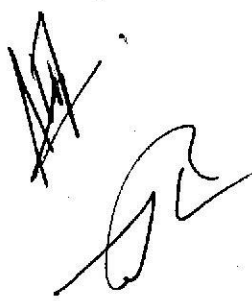
A handwritten signature in black ink, appearing to be 'S.R.' with a stylized flourish.

S.R.

6.- Upon the execution of this agreement, the Developer shall be entitled to put up a hoarding on the said property displaying the elevation of the proposed building without mentioning the name of the Purchaser therein.

7.- It is hereby specifically agreed by and between the Owners; and the Developer as under:-

(a) On execution hereof, the Developer shall be at liberty to prepare plans for the development of the SAID PLOT and submit the same to the appropriate authorities under Town and Country Planning Act and for the said purpose to appoint Architects, Surveyors and other Agents, on obtaining the necessary permission for development under the Provisions of the said Act as aforesaid the Developers shall be at liberty to submit the building plans to the Village Panchayat Merces for approval and for the purpose the Developer shall be at liberty to appoint Architects and Engineers at its own cost and option.


S. R.

(b) It is specifically agreed that the Owners/ Vendors shall, whenever, requested by the Developer, sign the necessary plans for the development to be submitted to the concerned authorities and also sign the building plans to enable the Purchaser to submit the same to the Village Panchayat Merces for approval and to obtain the necessary Order/licenced for the aforesaid purposes.

(c) The Owners shall, on execution of this Agreement, execute a General Power of Attorney in favour of Shri. Albert Esteves the Developer to sign all the applications, plans, papers, etc. to appoint Architects and to do other acts, deeds and things so as to obtain necessary permission from the Competent Authority under the Provisions of the prevailing relevant laws for the development of the said property and also to approach the Village Panchayat Merces for obtaining approval of the building plans and commencement, occupation and completion certificate for the



S. R.

proposed building; to create mortgage; give NOC for mortgage to the third parties; however without any liability on the Owners/Vendors, execute Agreement for Sale; Deeds of Sale; and delegate all/any of the power to any Third Party at the option of the Developer.

(d) The Developer shall bear and pay the costs, charges and expenses of preparation of plans and submitting the same to the Town Planning and the Village Panchayat Merces and shall indemnify and keep indemnified the Owners/Vendors of from and against all the said expenses during the term of this Agreement and the Vendor shall not be liable for any expense towards the Construction/ approvals etc. whatsoever.

(e) The Developer shall have the liberty to amalgamate the said Plot with any adjoining property/parts thereof he may acquire at his own discretion without any interference from and or reference to the Owners. Any additional FAR and/or FSI



S.R.

permissible to the said property on amalgamation of the property OR otherwise shall be to the exclusive use and benefit of the Developers without any refund to the OWNER/Vendor.

8.- The Developer shall be entitled to construct building in the said plot in accordance with the plans to be sanctioned by the Competent Authorities and sell the flats/Units in the said building on what is known as Ownership Basis and on such terms and conditions as the Developer may deem fit without any reference to the Owners but the exclusion of the flats for the Owners.

9.- In the event of any deposits paid by the Developer in the name of the Owners/Vendors to any Government, Semi-Government Authority; Village Panchayat Merces or electricity authorities, the same shall be refundable to the Developer alone.

10.- The Owners shall pay the taxes/fees/cess in respect of the



S.R.

SAID PLOT upto the period of the execution of this Agreement and thereafter the Developer shall be solely responsible to pay the same.

11.- The Owners, hereby state and assure the Developer that no notice under the Land Acquisition Act or in Town and Country Planning Act has been issued against, received by or served upon them in respect of the said plot hereby agreed to be sold and if any such notice be issued, received or served before the completion of the sale, but after this date it shall not be the liability of the Owners though the Owners shall co-operate with the Developer to get the property regularised for development.

12.- The Owners/Vendors shall at the time of completion of sale, deliver to the Developer or their nominees all original documents of title. In the possession of the Owners which exclusively relate to the said property agreed to be sold hereunder.


S.R.

13.- The Owners/Vendors do hereby declare that they are the lawful and exclusive owners of the said plot free from all encumbrances and charges whatsoever and their title to the said plot is clear and marketable.

14.- The Developer shall first begin the construction of the built up area/building to be constructed for the Owners/Vendors in survey no. 242/1-A and only on commencement of work in sy.no.242/1-A, then shall the Developer commence the work in the property under survey no.17/1. In any event, the developer shall not deliver the possession of any built up premises in the building constructed in the property under survey no.17/1 to the proposed purchasers unless the possession of the building in survey no.242/1-A is handed over to the Owners/Vendors.

15.- It is agreed by and between the parties hereto that the possession of the said plot is and shall be of the Owners until the Conveyance is executed.

15.-(a) The Complex constructed will be named as (" N.B. RAIKAR APARTMENTS",) the same shall be painted on the part of the building facing the road and the same shall not be changed at any time even after conveyance of the property.



S.R.

16.- The Developers entry in the said property under survey no.242/1-A is and shall remain only to the extent of constructing the said premises for the Owners/Vendors in the plot/area demarcated in the plan and shall have no other claim of whatsoever nature in the same.

17.- In the event of any dispute concerning the terms of this Agreement the parties hereto agree to refer the matter to an Arbitrator under the Provisions of Arbitration and Reconciliation's Act force at the time the dispute arises.

S C H E D U L E (I)

(Description of the Property)

All that part and parcel of land admeasuring 4067 m2 bearing sy.no. 17/1 of Village Murda identified as PALMAR POSSREM BATA situated at Murda within the limits of Village Panchayat Murda, Taluka Tiswadi and Registration Sub District of Ilhas, District North Goa in the State of Goa; which property is described in



S.R

the Office of Land Registrar Ilhas
under 15042 at folio 170 of Book B-39
New being a part of the larger
property earlier described under
no.2991 of book B-33 old and is
enrolled in the Taluka Revenue Office
under Matriz no.282,283 and 284 (1/3rd
part).

The said whole property is
bounded as under:-

Towards the North : sy.no.244/1 of
Morombi-O-Grande.

Towards the South : sy.no.17/3 of
Murda.

Towards the East : Culvert beyond
which lies
Property under
sy.no.238 of
Morombi-O-Grande.

Towards the West : By property
Palmar e Don
Joao.



S. R.

The said plot admeasuring 3167 m2
agreed to be sold hereunder is
bounded as under:-

Towards the North : Sy.no.244/1 of
Village Morombi-
O-Grande and
party by Plot
"A".

Towards the South : Sy.no.17/3 of
Murda and partly
by Plot "A" and
"B".

Towards the East : Culvert beyond
which lies
property under
survey no.238 of
Morombi-O-Grande
and partly by
Plot "A" and "B".

Towards the West : By property
Palmar e Don Joao
and partly by
Plot "A" and "B".



S.R.

SCHEDULE (II)

(Specification of the Bungalow to be
built in sy.no.242/1)

THE STRUCTURE:-

It shall be an R.C.C framed structure of columns, beams and slabs. The external walls shall be of stone masonry/cement blocks and internal partition wall shall be 4 ½ thick brick masonry. The terrace slab shall have waterproofing treatment through a recognizes water proofing agency. All plinth work shall be in laterite rubble masonry.

PLASTER:-

External plaster will be double coat sanfaced cement plaster. Internal plaster will be of single coat plaster with neeru finish.

FLOORING:-

All the 12 rooms on the First and Second Floor as also the entire Ground Floor will be of virilities



S.R.

(18" X 18") tiles. All the toilets attached to the said 12 rooms and one on the Ground Floor shall be provided with white mosaic tiles.

WALL FINISHES:-

Internal walls will be painted with oil bound distemper. External walls will be painted with cement based paints.

DOORS/WINDOWS:-

4 X 2 ½ Sal Wood frames for doors/window and doors will be of teak ply wood. Windows shall be of aluminum typer with 3mm glass. For the shops/garage on the Ground Floor standard Aluminum Shutters of reputed quality will be provided. For the entry on the Ground floor Grill Shutter shall be provided.

TOILET/BATH:-

For Toilets/Bathrooms European W.C. will be provided in all the Toilets/Bathrooms on the First Floor and

 
S.R.

~~Indian W.C. will be provided in all~~
~~the Toilets/Bathrooms~~ on the second
floor. All the Bathroom/Toilets will
have coloured tiles upto 2.0 mts.
height. Hot and cold water taps/
shower shall be provided in every
toilet/bathroom.

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S.R.

ELECTRICALS:-

All the wiring shall be concealed and
rooms shall have light points as
follows:-

- 1.- For all the 12 rooms there shall
be 2 points, 2 plug points and 1 A.C.
point.
- 2.- For all the Bathroom/Toilets
there shall be 1 point and 2 plug
points including one for exhaust.

OTHER ITEMS:-

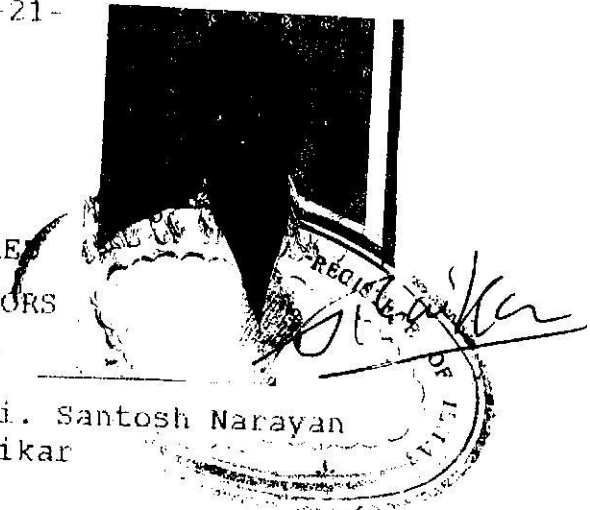
For all the 12 rooms and the shops 1
point each for T.V./Cable connection
and telephone connection shall be
provided.

IN WITNESS WHEREOF the parties
hereto hereunto set and subscribed
their respective hands the day, month
and year first hereinabove.

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S.R.

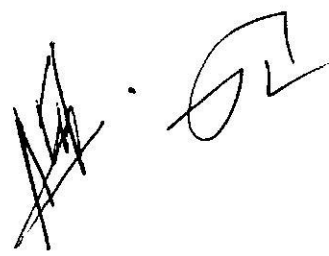
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BY THE OWNERS/VENDORS
IN THE PRESENCE OF

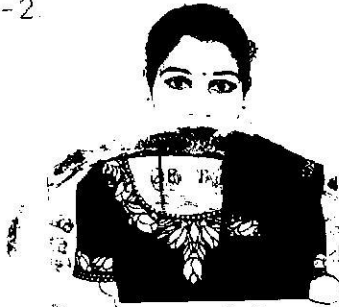
Shri. Santosh Narayan
Raikar



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| 2.  | 2.  |
| 3.  | 3.  |
| 4.  | 4.  |
| 5.  | 5.  |







S. Raikar

Smt. Swati Santosh Raikar

OWNERS/VENDORS



- | | |
|--|---|
| 1.  | 1.  |
| 2.  | 2.  |
| 3.  | 3.  |
| 4.  | 4.  |
| 5.  | 5.  |

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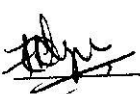
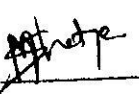
SIGNED AND DELIVERED
BY THE DEVELOPER IN
THE PRESENCE OF

M/s Albert Developers
sole proprietor
Shri. Albert Esteves

DEVELOPER

- | | |
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| 1.  | 1.  |
| 2.  | 2.  |
| 3.  | 3.  |
| 4.  | 4.  |
| 5.  | 5.  |

WITNESSES:-

1. - 
2. - 

 
S.R.

① Mr Ajit Kumar Ganguli
 son of K. A. Ganguli aged 62
 Govt Pensioner, residing at B. 5. 3.
 Molaca, Merces, Goa as attorney admits
 execution on behalf of Mr Albert
 Esteves; son of Jose Esteves aged 39
 sole proprietor of M/S Albert Desenvolpés
 do Merces. (POA. Sub= 55 dt 25/8/08. C.R.N. T. Ward)

- ② Santosh Nanayan Raikar, 47 yrs; business,
 slo late Nanayan Raikar, and his wife
 ③ Swati B Santosh Raikar, 40 yrs, housewife,
 both slo Merces, 21406 Goa.

Executing party

 admits execution of the so called
 Agreement deed

1 A. K. Ganguli

2 Raikar

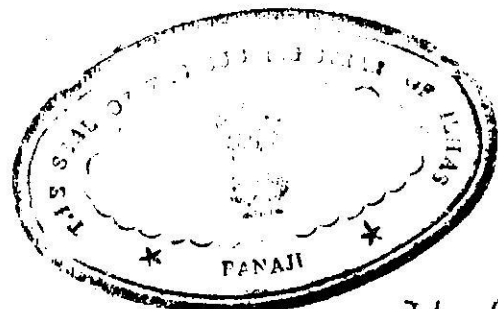
3 Raikar

Witness:- Adv
 Mahendra Lakkar
 wagn, Mamer,
 slo Merces,
 identifies the above
 parties and known to the Sub-Registrar
 states that he personally knows
 the above executant and identi-
 ties him.

Sub-Registrar
 ILHAS

registered No. 251
 at pages 455 to 482
 Book No. Volume No. 2182
 date 22/11/10

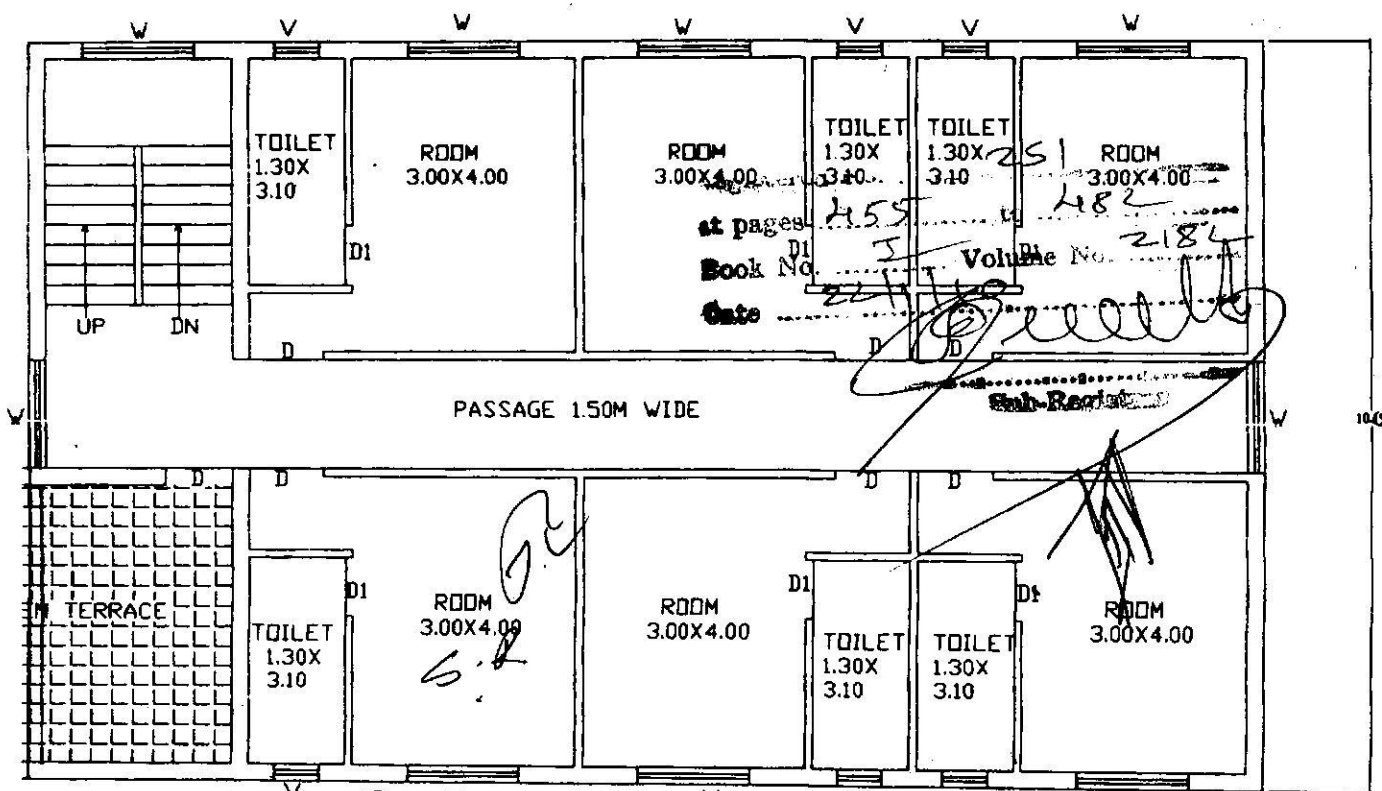
Sub-Registrar



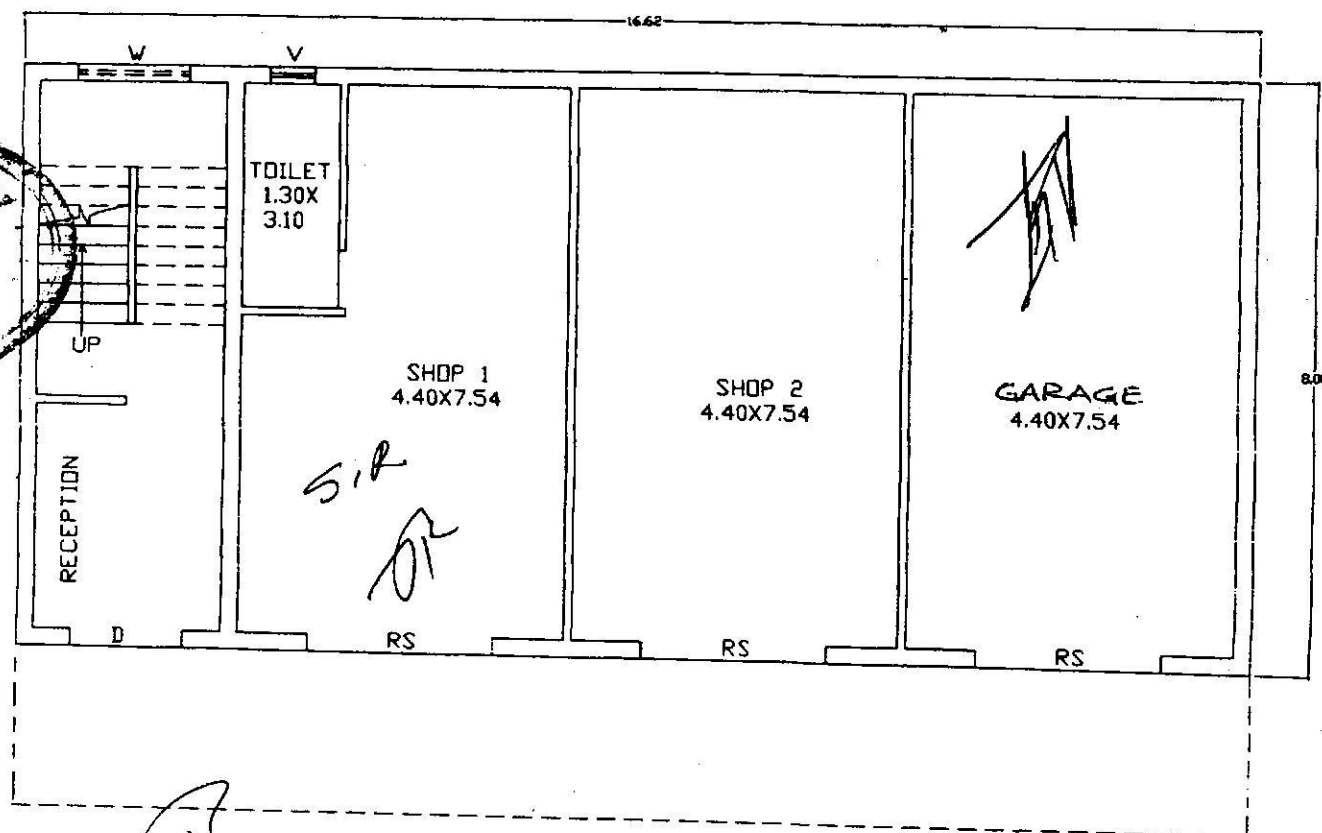
Note of Return:- This document will be
 returned on: - 22/11/10

Sub-Registrar

LAYOUT PLAN OF "THE SAID UNIT" FOR VENDORS/OWNERS
(IN SURUG 10. 242/1-A)



TYPICAL 1ST & 2ND FLOOR PLAN (156.20 X 2 floors =
SCALE-1:100 312.40 SQM)



GROUND FLOOR PLAN (132.96 SQM.)
SCALE-1:100



676/86
 14/39
 14/50
 (Salar 1988, Ashad, 27)

Received fees for: Rs..... Ps.....
 220/- + 65/- 300/-
 15/- 24 19.20
 by endorsements 2/-
 Total Rs. 321.20

Santosh Narayan Raikar

[Signature] 18/7

[Signature] 18/7

DEED OF SALE AND CONVEYANCE

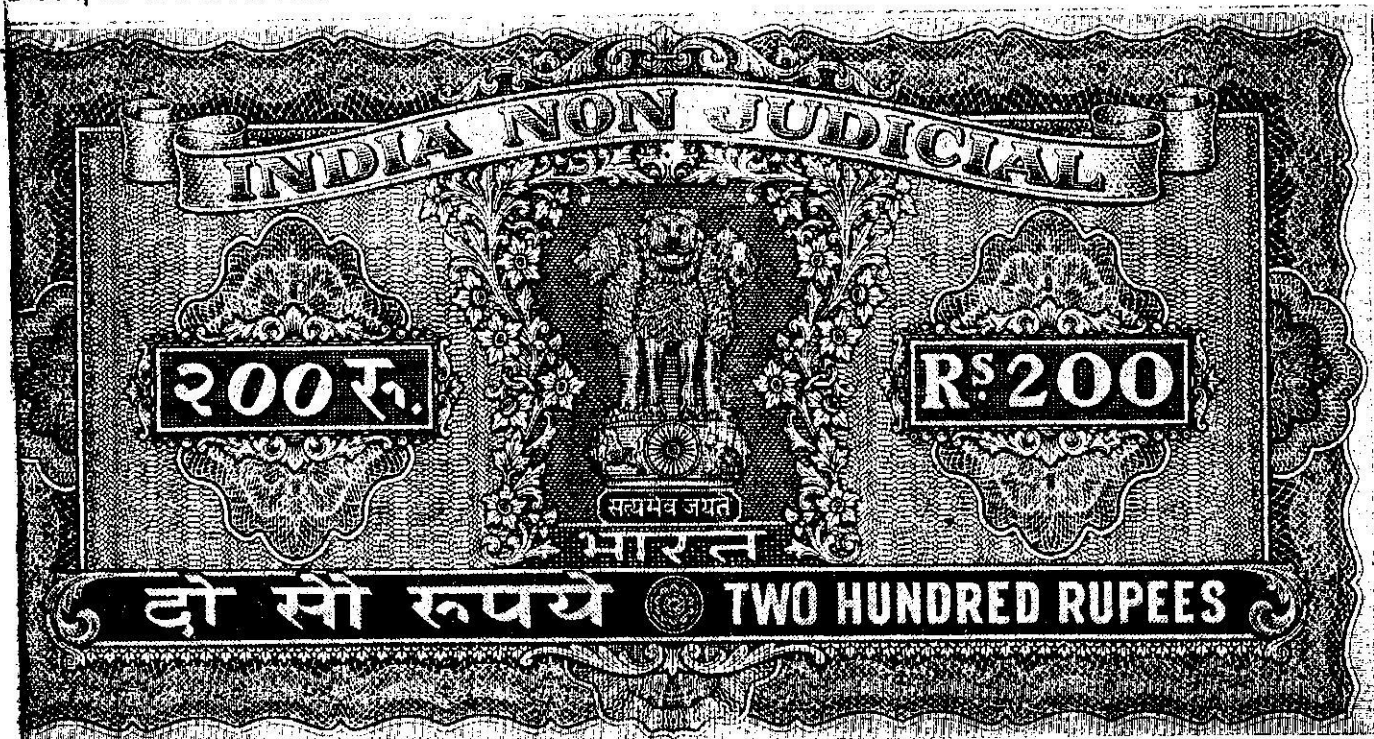
THIS DEED OF SALE AND CONVEYANCE is executed at Panaji, Goa, on this 18th day of the month of ^{July} ~~April~~ of the year One thousand Nine hundred and Eighty-six by (1) Shri VENKATEXA BICU XETE RAIKAR son of the late Bicu Xete Raikar, aged about 76 years, married, landlord and his wife (2) Smt. RADHABAI VENKATEXA RAIKAR daughter of the late Pandhari Lotlikar, aged about 65 years, married, housewife, represented by her duly Constituted Attorney the said Shri



= 2 =

Venkatema Bicu Xete Raikar by virtue of the Power of Attorney dated 17th September 1965 executed before Balkrishna Sadasiva Sinai Vagle, Assistant of the Notary Public of the Comarca of Ilhas, Goa, both Indian Nationals and residents of Mercês, Ilhas, Goa and hereinafter referred to as THE VENDORS which expression shall mean and include their heirs, executors, administrators, successors and legal representatives of the FIRST PART IN FAVOUR OF Shri SANTOSH NARAYAN RAIKAR son of Narayan Bicu Raikar, Indian National, of major age, unmarried, student, resident of Mercês, Ilhas, Goa, hereinafter referred to as THE PURCHASER which expression shall mean and include his heirs, executors, administrators, successors, legal representatives and assigns of the SECOND PART and witnesseth as under:

WHEREAS the VENDORS are the lawful and exclusive owner of the following immovable properties (1) the right, title and interest of half undivided share in the entire property comprising of the paddy fields known as 'OILEM XETTA' and 'CONDDE' including a small bund of coconut saplings consisting of the said paddy field 'OILEM XETTA' which property, originally described as a whole under No.2932 at page 99 V of Book B-8 New situated at Murda within the limits of the Gram Panchayat



= 3 =

Village of Mercas, Taluka of Tiswadi, Goa and then comprising of three adicaos:- the first one being the said 'Oilem Xetta'; the second one 'Conde' and the third one 'Horta Xetta', now forms a distinct and separate property described in the Office of the Land Registrar of Ilhas under No.6923 at page 147 of Book B-18 New, and enrolled in the Taluka Land Revenue Office of Ilhas under Matriz No. 40, 47, 43, 44 and 45 and surveyed New Survey Nos. 51/5 and 51/6 of Village Murda within the limits of the Gram Panchayat Village of Mercas, Taluka of Tiswadi, Registration Sub-District of Ilhas, District of Goa, comprising of the said two adicaos, the first one known as 'Oilem Xetta' surveyed under New Survey No.51/5 including the small bund is bounded on the East by the palm grove 'Oilem Batta'; on the West by the palm grove 'Bamon batta' and the bund; on the NORTH by the bund and on the SOUTH by bund and the second one known as 'CONDDE' surveyed under New Survey No.51/6 is bounded also on the EAST by bund; on the WEST by the property known as 'Bamon batta', on the NORTH by the paddy field of Fabrica and on the SOUTH by the property known as 'Bamon batta'; (2) All the property being the first plot or the first adicao of the second gleba known as 'PALMAR e POSSOREM bhatt' situated at Murda within the limits of the



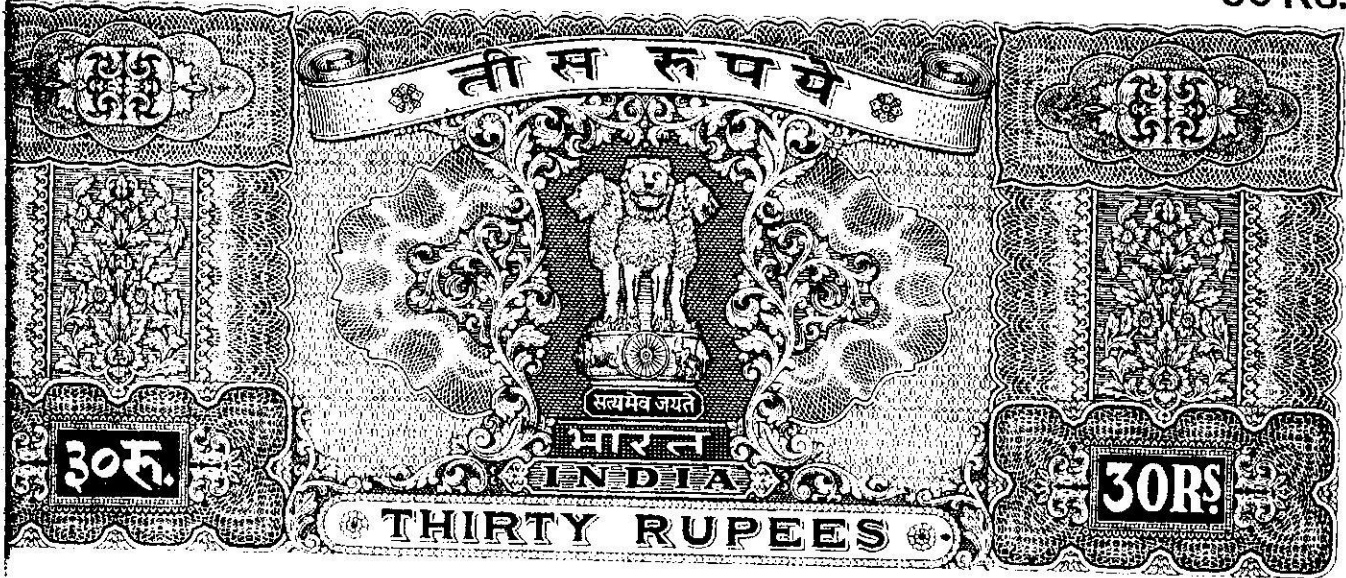
= 4 =

Gram Panchayat Village of Mercas, Taluka of Tiswadi, Registration Sub-District of Ilhas, District of Goa, and described in the Office of the Land Registrar of Ilhas, Goa, under No. 15042 at page 170 V of Book B-39 New and enrolled in the Taluka Land Revenue Office of Ilhas under Matriz No.282, 283 and 284 having one third interest therein, surveyed under New Survey No.1771 of Village Murda and bounded on the EAST by the stream of rain water; on the WEST by the property known as Palmar e Don Joao; on the NORTH by property of the heirs of Vishnum Camotim Mollienkar and on the SOUTH by the property of Camu Raikar which is the second adicao or second lot of the said second gleba, both the said properties are hereinafter referred to as 'the said properties' for the sake of brevity;

AND WHEREAS the PURCHASER is in lawful possession and enjoyment of the said properties being the caretaker of the same;

AND WHEREAS the PURCHASER has approached and requested the VENDORS to sell to him the said properties for the sale price of Rs.46,500/- (Rupees Forty-six thousand and five hundred) being Rs.7,300/- for the property at (1) and Rs.39,000/- (Rupees Thirty-nine thousand ~~and two hundred~~) for the property at (2) hereinabove which are the current fair market rates and value of the said properties;

...5/-



= 5 =

NOW THEREFORE THIS DEED OF SALE AND CONVEYANCE FURTHER WITNESSETH THAT:

IN CONSIDERATION of the PURCHASER paying to the VENDORS the total sale price of Rs.46,500/- (Rupees Forty-six thousand and five hundred) in full settlement thereof the receipt of which amount is hereunder admitted and acknowledged by the VENDORS, THEY THE VENDORS as owners and proprietors of the said properties do hereby assure, sell, convey and transfer and put the PURCHASER in lawful physical possession of the said properties known as 'Oilem Xetta' and 'Condde' and 'Palmar e Possorem bhatt' more particularly described hereinabove together with all the rights, title, estate, interest, claim and demand whatsoever of the VENDORS unto the said properties hereby transferred and conveyed and every part thereof to hold and own the same forever as absolute owner thereof together with all the trees, stones, fences, compounds, walls, ways, water courses, easements, privilages, benefits and profits whatsoever belonging to or in any way appurtenant thereto usually held, possessed, occupied and enjoyed heretofore by the VENDORS;

AND THE VENDORS hereby covenant with the PURCHASER that:

a) The said properties hereby sold and conveyed shall henceforth be quietly entered into and enjoyed by the PURCHA-



- 6 -

SER without any interruption by or from any other person whatsoever.

- b) The title of the said properties subsists and the VENDORS have full power and absolute authority to sell and transfer the same.
- c) The said properties are free from all encumbrances, onus, charges and liens.
- d) The PURCHASER shall hereafter pay all the taxes, cesses, assessments, dues, duties, fines and penalties that may be levied or imposed upon the said properties or upon any developments made thereon by the local and government revenue and administrative bodies and authorities such as the Panchayat, Municipal Council or state taxation departments as the case may be.
- e) The VENDORS shall at the cost of the person requiring the same execute and do every such other deed, assurance, act or thing that may be necessary to be done for the better and more perfect assurance and grant of the right, title and interest of the PURCHASER unto the said properties.
- f) The VENDORS covenant with the PURCHASER that in the event of any dispute, claim or demand from any person or persons whatsoever in respect of the said properties, the VENDORS agree and undertake to indemnify the PURCHASER against all such claims and demands and the consequences thereof in terms



- 7 -

of payment of compensation without the PURCHASER being deprived of or dispossessed of the said properties or any part or portion thereof.

THE VENDORS hereby declare that they and their predecessors-in-title have not done, caused to be done or suffered or omitted to be done any act, deed, thing or matter that would give rise to any claim or demand in respect of the said properties or any parts or portions thereof that would in any manner risk the PURCHASER to be evicted from or dispossessed of the said properties or any parts or portions thereof.

UPON which terms, conditions, covenants, agreements and undertakings of the VENDORS the PURCHASER accepts the sale and transfer of the said properties.

The stamp duty of Rs.2,792/- has accordingly been affixed hereto.

IN WITNESS WHEREOF the VENDORS and the PURCHASER have subscribed their respective signatures to this Deed on the day, month and year first hereinabove written in the presence of the witnesses who have also subscribed their respective signatures at the same time and place.

SIGNED AND DELIVERED BY THE
WITHIN NAMED VENDORS (1) Shri
VENKATEXA BICU XETE RAIKAR
AND (2) Smt. RADHABAI VEN-
KATEXA RAIKAR.....

1. *Venkatexa Bicu Xete Raikar*
2. *Venkatexa Bicu Xete Raikar*
(Venkatexa Bicu Xete Raikar) As
Constituted Attorney for Smt.
Radhabai Venkatexa Raikar)

SIGNED AND ACCEPTED BY THE
WITHIN NAMED PURCHASER Shri
SANTOSH NARAYAN RAIKAR....

Santosh Narayan Raikar

RECEIVED FROM THE PURCHASER
Shri SANTOSH NARAYAN RAIKAR
THE SUM OF RS.46,500/- (Rupees
Forty-six thousand and Five
hundred only) BEING THE FULL
AND TOTAL SALE PRICE as afore-
said.....

RS. 46,500/-

WE SAY RECEIVED

Venkatexa Bicu Xete Raikar

(Venkatexa Bicu Xete Raikar)
for self and as Constituted
Attorney of Smt. Radhabai
Venkatexa Raikar)

WITNESSES:

1. *Martela Haroon*
2. *Selantikoo Selicio Soans*

1) Venkatesh Bhatra Sheti Raikar, of full age, son of late Bhatra Raikar, married, landlord, residing at Mercet, Maharashtra, Indian national, father and as attorney for Rakhabai Venkatesh Raikar, of full age, daughter of late Pandhara Sheti, married, housewife, residing at Mercet, Indian national, by power of attorney dated 17.9.1965-

2) Santosh Narayan Raikar of full age, son of Narayan Bhatra Raikar, unmarried, student, residing at Mercet, Indian national.

Executing parties and thereon
from the so called deed of sale

Harish Chandra Bhatra Raikar

For self and as attorney of my wife

Santosh Narayan Raikar

Sebastião Gomes Soares of full age, son of Pedro Soares, unmarried, driver, residing at Pilsen, Brazil, Indian national and known to the undersigned, state that he personally knows the above exes-

Paul and identify them.

Sebastian Felicio Soars

Sebastian Felicio Soars
SUB-REGISTRAR
ILHAS

NCCs under Section 19(6) of the Town & Country Planning Act, 1974, Sanjo Planning & Development Authority issued under reference No. PDA/T/6444/2174/85 dtd. 12/12/85, No. PDA/T/6444/2178/85 dtd. 12/12/85 and No. PDA/T/6444/2182/85 dtd. 12/12/1985 is filed today and the document is ordered for registration.

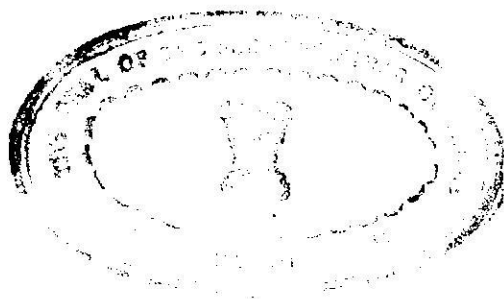
Sanjo, Dated 31st August, 1988

M. Martin

SUB-REGISTRAR
ILHAS

Registered No 643/89 Filed in Book No 1
Vol 57 dated 3rd August 1989.

A. C. C.
SUB-REGISTRAR
ILHAS



VILLAGE PANCHAYAT

Merces P'swadi - Goa.

Ref.No.V.P/MER/2020-21/1717

Dated : 12/1/2021.

ESTABLISHMENT LICENCE (TRADE)

Renewal

Licence is here by granted to Mr. Vilin Kumaran, for
running business of Construction Business. in
the ^{Flat} Shop/House No. GF-3 Vollar Engrove Ward No. IV at St. Caitan Merces,
within Panchayat jurisdiction approved vide resolution No. 04(10) in the meeting
held on 28/12/2021 as per the section 68, 69, 70,71 of Goa Panchayat Raj Act 1994. This Licence
shall follow and fulfill the Terms and Conditions given below. This Licence should be produced for inspection to
any Panchayat Authority on demand. "M/s Hind Construction"

TERMS AND CONDITIONS

1. The Management of the unit shall not cause any nuisance to the surrounding areas arising from bad smell gaseous or particulars ommissions, discharge of influents, filth etc.
2. The domestic water shall be treated in a well designed soak - pit.
3. The domestic water solid /liquid shall be disposed off in a proper manner so as to cause any health hazard to the neighbouring establishment.
4. No influents shall be relessed in the open and outside the premises.
5. You have to register your business in the labour department and the Tourism Department, Food and Drugs whichever applicable to you.
6. A Dust- bin is compulsory and should be maintained.
7. Toilet with septic tank and Soak - pit are essential.
8. This Licence is valid upto 31st March 2024 and Subject to further annual renewal of Licence. The house tax and garbage fees should be paid alongwith the licence fees else the Licence will not be renewed.
9. This licence is liable to be withdrawn if the conditions stipulatted above are not complied with.
10. You should not sublet your above Premises / Establishment.



(Armstrong A. Braganca)
Ach. SARPANCH

V.P. Merces - Goa.

RENEWAL

1. Year 2020 to 2021 Receipt No. 498/31 Dated 13/01/2021 Paid Rs. 2000/-
Sarpanch
Secretary
2. Year 20 to 20 Receipt No. Dated Paid Rs.
Sarpanch



GOVERNMENT OF GOA
DIRECTORATE OF HEALTH SERVICES
PRIMARY HEALTH CENTRE, CHIMBEL - GOA

OE-3/OE-6, BSNL Quarters, Bambolim-Goa. Pin Code 403202.

Email Id: phcchimbhel@gmail.com

Ph: 0832-2458933

No: PHC/Chimbhel /NOC-Const./2020-21/1087

DATE: 20/08/2020,

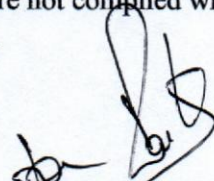
To,
Mr. Albert Esteves
Opp Mercedes Church,
Merces Tiswadi – Goa.

Sub : NOC for Proposed construction of Residential Building Block B & C.

Sir,

With reference to your letter No. Nil, dated 08/08/2020 on above mentioned subject and with reference to Technical Clearance Order issued by the Office of the Town Planner, Town & Country Planning Dept. Tiswadi Taluka, vide No. TIS/9313/MUR/TCP/2020/880, dated 25/06/2020 site inspection was carried out by the undersigned along with Sanitary Inspector of this Primary Health Centre, Chimbhel on 19/08/2020. In this regards, you are hereby informed that there is NO OBJECTION FROM SANITARY POINT OF VIEW for your proposed construction of Residential Building Block B & C in Sy. No. 17/1, Plot No.-, situated at Village Murda, Tiswadi Goa, Subject to the following conditions :

1. The Construction is to be carried out as per the plan submitted.
2. Popper cleanliness is maintained in and around the construction site.
3. The soak pit and septic tank should be at least 15 meter away from any drinking water source and should correspond with the dimensions given.
4. The capacity of septic tank should correspond with dimension shown in the chart submitted to this office for 10 persons.
5. There should be a separate soak pits for sewage and sullage.
6. No Health hazard or any other environmental pollution is created in the surrounding area.
7. The owner / contractor shall co-operate with the health and pollution control authorities whenever they visit the site for sanitary inspection.
8. This office is not responsible for any court litigation regarding the ownership and area of the house.
9. If any complaint comes from the sanitary point of view, the NOC will be revoked.
10. As per section 75A of Goa Public Health Act all labourers should possess health cards and should renew them once in three months. Whoever contravenes the provision of the Goa Public Health Act shall be punishable with fine as specified in the Act and amendments published in the Official Gazette, Government of Goa, Series 1 No. 26 (Extraordinary No.3).
11. Health cards should be available at the site and should be produced to the Health Authority on demand.
12. Final NOC from Health Authorities should be obtain prior to issuance of Occupancy Certificate.
13. The NOC is liable to be withdrawn if the conditions stipulated above are not complied with.
14. This office is to be informed at the commencement of the construction.


(Dr. Jude E. V. D'Souza)
Medical Officer I/t
Primary Health Centre
Chimbhel-Goa

Copy to :

1. The Sectary / Sarpanch, Village Panchayat Merces, Tiswadi – Goa.
2. Guard file.
3. Concerned file.