



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



STAMP DUTY CERTIFICATE

ENDORSEMENT

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

Stamp Duty Of :₹ [redacted] :

(Rupees [redacted] only)

PAID VIDE E-RECEIPT NO 202400561043 DATED :29-Jul-2024,  
IN THE GOVERNMENT TREASURY.



*[Signature]*  
02/08/2024

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

SUB - REGISTRAR  
ILHAS

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Agreement or its records or Memorandum of Agreement - 5
PRE REGISTRATION NUMBER	:	202400045734
DOCUMENT SERIAL NUMBER	:	2024-PNJ-2426
DATE OF PRESENTATION	:	02-Aug-2024
DOCUMENT REGISTRATION NUMBER	:	PNJ-1-2325-2024
DATE OF REGISTRATION	:	02-Aug-2024
NAME OF PRESENTER	:	ROHAN RAMESH KAMAT PARTNER OF M/S KAMAT REALTY
REGISTRATION FEES PAID	:	₹ [redacted]
PROCESSING FEES PAID	:	₹ [redacted]
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. 202400561043

**e-Receipt**

Department : 10 - NOTARY SERVICES

Echallan Date : 29/07/2024 08:01:03

Name and Address of Party : Rohan | 9822980269  
501 Kamat Metropolis 2 St Inez

Service:

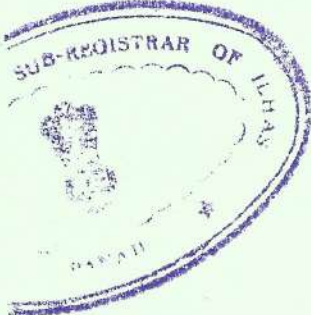
Stamp Duty

	Amount
Stamp Duty	₹ [REDACTED]
Total Amount :	₹ [REDACTED]

(Rs. [REDACTED] Only )

Department Data: 202400045734 NOTARY|202400045734 NOTARY

Bank ref No: CPAEAXTT09  
Status: Success  
Payment Date: 29/07/2024 08:06:17  
Payment Gateway: SBI\_MOPS



Sr No. 2024-PNJ-2426  
dt 21/8/2024  
P-Reg No 45734

Print Date: 29/07/2024 08:06:25

**REDEVELOPMENT AGREEMENT**

Lh [Signature]

This **AGREEMENT OF RE-DEVELOPMENT** is made on this  
01<sup>st</sup>..... day of ..August....., 2024, at Panaji and Sub-District of  
Tiswadi, District North Goa in the State of Goa by and;

Lh [Signature] [Signature] [Signature]

**BETWEEN**

**MIRAMAR STATE BANK OF INDIA EMPLOYEES CO-  
OPERATIVE HOUSING SOCIETY LIMITED** (PAN No.

[REDACTED]) a Society registered under the Maharashtra  
Cooperative Societies Act, 1960 as applied to the State of Goa, under  
NO.HSG-(b)-11/GOA dated 12/09/1969 with the Registrar of  
Cooperative Societies, represented herein by its Office Bearers viz. (i)

**Chairperson, Shri Inacio Casimiro Hilario Viegas**, aged 81 years,  
Son of Shri Joao Nepomuceno Viegas, Married, Indian National,  
holding PAN Card N [REDACTED] and Aadhar Card No. [REDACTED]

[REDACTED], resident of H No.100, Santissimo Waddo, Behind Taleigao  
Church, Taleigao, Caranzalem, Tiswadi, Goa 403002 (ii) **Secretary,**

**Shri Isac Hilario Dias** aged 80 years, Son of Shri Inacio Manoel Dias,  
Married, Indian National, holding PAN Card No. [REDACTED] and  
Aadhar Card No. [REDACTED], resident of House No. 499/2, Flat 3,

Apple Blossom, Miramar, SBI CHS La Campala Colony, Panaji, Goa,  
403001 and (iii) **Treasurer, Shri Pandurang Krishna Bhobe** aged

80 years, Son of Shri Krishna V. Bhobe, Married, Indian National,  
holding PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED]

[REDACTED] resident of Flat No. 1, Apple Blossom, La Campala Colony,  
Miramar, Panaji, Goa, 403001, pursuant to the resolutions passed in the

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Special General Body Meeting of the members of the society held on 30/07/2024, a copy whereof is appended hereto, hereinafter referred to as the **"OWNERS"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title, legal representatives and assigns) of the **PARTY OF THE FIRST PART;**

**AND**

**M/S KAMAT REALTY**, a Partnership Firm, registered under No. 234/2012 dated 22<sup>nd</sup> November, 2012 in the office of Registrar of Firm, Ilhas, Goa., under the Indian Partnership Act 1932, having its office at 501, Kamat Metropolis II, Behind Caculo Mall, St. Inez, Panaji, Goa 403 001, holding PAN Card No. [REDACTED], represented herein by its Partner **MR. ROHAN RAMESH KAMAT**, son of Mr. Ramesh A. Kamat, 36 years of age, married, in business, holder of PAN Card bearing No. [REDACTED] Aadhaar Card No. [REDACTED], Indian National and resident of 760 Road Lane 1, St. Mary's Colony, Miramar, Panaji, Tiswadi, North Goa, Goa 403001, hereinafter referred to as the **"DEVELOPER/BUILDER"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title, legal representatives and assigns) of the **PARTY OF THE SECOND PART;**

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**WHEREAS** there exists 2 residential buildings known as **“APPLE BLOSSOM”** & **“ORANGE BLOSSOM”** consisting of distinct and self-contained residential units situated at Miramar, Panaji, within Municipal Limits, Tiswadi, Taluka, Sub-District Ilhas, District Goa which land is described in Land Registration Office Ilhas (Conservadoria Registo Predial da Comarca das Ilhas de Goa) under No. 410 at Folio 10 of Book No. B-6 (Old), under No. 11 at Folio 6-V of Book No. B-1 (New) and under No. 2451 at Folio 280-V of Book No. B-28 (Old) and are registered in the Revenue Office under Nos. 83 and 84 of St. Inez and which is surveyed under Cadastral Nos. 1092 of Panjim and No. 51 of Taleigao and is surveyed under Chalta No.12 of P.T. Sheet No.115 admeasuring area 1008.00 sq. mts., situated at Miramar, Panaji within the limits of the Corporation of the City of Panaji. The said buildings alongwith the appurtenant land is described in **SCHEDULE-I** (hereafter written and shall hereinafter be referred to as the **SAID PROPERTY**).

**WHEREAS** the **PARTY OF THE FIRST PART** is a cooperative housing society (hereafter written and shall hereinafter be referred to as the **‘SAID SOCIETY’**) constituted under the Maharashtra Cooperative Societies Act 1960, as applicable to the State of Goa, under No. HSG-(b)-11/Goa, having at present 12 members, whose names are detailed in **SCHEDULE NO. II** hereafter written.

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**WHEREAS** the **PARTY OF THE FIRST PART** are the lawful and exclusive owners of the land admeasuring an area of 1008.00 sq. mts. as per survey records, bearing Chalta No. 12 of P.T. Sheet No. 115 of City Survey Panaji, situated at Miramar, Panaji Goa, which is described in detail in **SCHEDULE NO - I**.

**WHEREAS** on the **SAID SOCIETY** hereunder referred to as **"APPLE BLOSSOM" & "ORANGE BLOSSOM"**, consisting of 12 residential flats, each flat having a super built-up area of 63.36 sq. mts., which stand allotted to the members of the **PARTY OF THE FIRST PART**, and their respective allotment are mentioned against their respective names in **SCHEDULE NO. II** hereunder written.

**WHEREAS** by virtue of a Deed of Sale executed on the 5<sup>th</sup> day of March 1970, all rights, titles, and interests in and to the **SAID PROPERTY** were legally and irrevocably conveyed to the **SAID SOCIETY**, thereby effectuating a valid and binding transfer of ownership. The Deed of Sale/conveyance constitutes the complete and absolute transfer of ownership, thereby conferring upon the **SAID SOCIETY** full and exclusive rights, titles, and interests of the **SAID PROPERTY**.

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**WHEREAS** the **PARTY OF THE FIRST PART** during their Special General Body Meeting on 23/06/2019, decided to redevelop the **SAID PROPERTY** by constructing a single new building in place of the existing two buildings which has been deteriorated significantly over time. The resolution indicates that the **PARTY OF THE FIRST PART** recognizes the aging condition of the current buildings and acknowledges the need for redevelopment. By constructing a new building, they aim to address the deterioration issue and potentially provide improved facilities or amenities.

**WHEREAS** the **PARTY OF THE FIRST PART** has approached the **PARTY OF THE SECOND PART** with an invitation to submit a proposal for the redevelopment of the '**SAID PROPERTY**'. The **PARTY OF THE FIRST PART** acknowledge the expertise and capabilities of the **PARTY OF THE SECOND PART** in the field of property development and desires to engage their services for the redevelopment of the property.

**WHEREAS** the **PARTY OF THE FIRST PART**, following thorough discussions and negotiations with the **PARTY OF SECOND PART**, and after careful consideration among its members and in accordance with the resolution adopted during the Annual General Body meeting

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of the Society's Members on 23/06/2019, has accepted the offer presented in the offer letter dated 11/03/2019 by the **PARTY OF THE SECOND PART**. Consequently, the **PARTY OF THE FIRST PART** has made the decision to authorize and assign the responsibility of undertaking the redevelopment of the **SAID PROPERTY** to the **PARTY OF THE SECOND PART**.

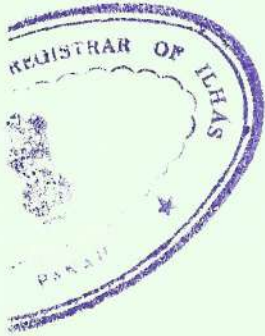


**WHEREAS**, during the Annual General Body Meeting of the Said Society held on 23/06/2019, all the members present in the meeting i.e. the **PARTY OF THE FIRST PART** reached a unanimous decision after thorough deliberation and duly approved the following: The Chairperson, Secretary, and Treasurer of the **PARTY OF THE FIRST PART** are authorized jointly and severally to engage in negotiations, affix their signatures, and delegate authority for the purpose of facilitating the development of the aforementioned "**SAID PROPERTY**" to the **PARTY OF THE SECOND PART**.

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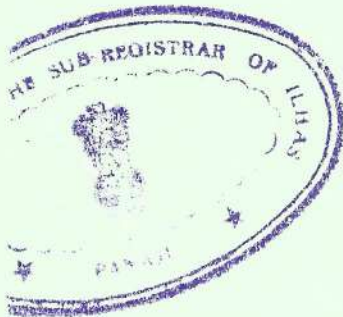


**AND WHEREAS** the **PARTY OF THE FIRST PART** do hereby make the following representations unto the **PARTY OF THE SECOND PART :-**



- I. That the **PARTY OF THE FIRST PART** being lawful and exclusive owner in possession, possess an exclusive right, title, interest in respect of the **SAID PROPERTY**. The **PARTY OF THE FIRST PART** are in peaceful possession and enjoy the right of the **SAID PROPERTY**. The **PARTIES OF THE FIRST PART** have thus represented that they are having good and marketable title in respect of the **SAID PROPERTY**, free from all encumbrance and that there are no claims including those by way of sale, exchange, mortgage, gift, inheritance, trust, possession, easement, lien, acquisition or otherwise and that none-else has any right, title, interest or share therein.
- II. That the **SAID PROPERTY** is not a subject matter of any contract, agreement and/ or arrangement for sale or development or assignment of development rights with any person or entity and have not granted any Power of Attorney to any person or entity either by themselves or through any member of **SAID SOCIETY;**

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III. That the **SAID PROPERTY** is not subject matter of any litigation or proceedings and that the same is not attached or sought to be sold in whole or in portions in any Court of Law, be Civil or Revenue or other proceedings and not subject to any attachment by the process of the Court or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof;

IV. That there are no easements, quasi-easements, restrictive covenants or other rights or servitudes;

V. That the **SAID PROPERTY** is not a subject-matter of any land acquisition proceedings of the State or Central Government or any of its instrumentalities.

VI. There exists no encumbrance or lien whatsoever upon any of the units within the **SAID PROPERTY**, emanating from any financial institution or bank. Furthermore, it is hereby affirmed that no member of the **SAID SOCIETY** has obtained any loan or financial assistance for the purpose of acquiring or financing any of the units of the **SAID PROPERTY**.

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AND WHEREAS the **PARTY OF THE FIRST PART** and the **PARTY OF THE SECOND PART** hereto are now desirous of recording the terms and conditions for the re-development of the '**SAID PROPERTY**' known as "**MIRAMAR STATE BANK OF INDIA EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LIMITED**" a Society therein, has agreed to accept the same on the terms and conditions set out hereunder.

**NOW THEREFORE THIS AGREEMENT FOR RE-DEVELOPMENT WITNESSETH AS FOLLOWS:**

1. The **PARTY OF THE FIRST PART** hereby agrees for the re-development of the **SAID SOCIETY** to the **PARTY OF THE SECOND PART** and handover vacant and peaceful possession of the **SAID PROPERTY** surveyed under Chalta No. 12 P.T. Sheet No. 115 of the City Survey of Panaji situated at Miramar, Panaji, Goa admeasuring 1008.00 sq.mts., located in the property layout known as "**MIRAMAR STATE BANK OF INDIA EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LIMITED**" more particularly described in **SCHEDULE I** hereunder written.

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2. The **PARTY OF THE SECOND PART** has agreed to redevelop the **SAID SOCIETY** by demolishing the existing buildings and constructing a new building along with the common areas (hereinafter referred as **SAID NEW PROJECT**) in accordance with the prevailing laws and after taking the relevant licenses and permissions from the authorities and as per the applicable laws, rules and regulations. The **PARTY OF THE SECOND PART** shall have exclusive right of development with respect to the **SAID PROPERTY**.

3. The **PARTY OF THE FIRST PART** as the lawful and exclusive owners of the **SAID PROPERTY**, hereby agrees for redevelopment of the **SAID PROPERTY** by the **PARTY OF THE SECOND PART** on the terms and conditions hereafter written, the fair market value of **SAID PROPERTY** admeasuring an area of 1008.00 sq mtrs is valued at the rate of Rs. [REDACTED] per square meter i.e. Rs. [REDACTED] /- (Rupees [REDACTED] Only) wherein the **SAID SOCIETY** admeasuring 760.32 Sq. Mtrs is valued at the rate of Rs. [REDACTED] per square meter i.e. Rs. [REDACTED] /- (Rupees [REDACTED] Only) and the cost of additional area for the **SAID NEW BUILDING**

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allotted to the **PARTY OF THE FIRST PART** admeasuring an area of 835.68 sq mtrs is valued at the rate of Rs. [redacted] per square meter i.e. Rs. [redacted] /- (Rupees [redacted]

[redacted] Only). The charges towards Stamp Duty and Registration as of this Agreement shall be borne by the **PARTY OF THE SECOND PART** as applicable on the total consideration which is Rs [redacted] /- (Rupees Three [redacted] only).

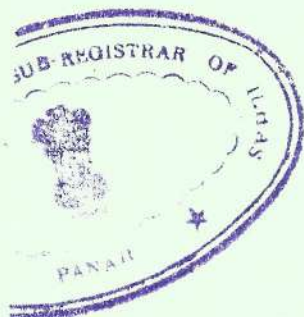
*The Consideration is below Rs. [redacted] /-.  
Hence not subject to TDS.*

4. The **PARTY OF THE FIRST PART** hereby give their consent to the **PARTY OF THE SECOND PART** in the present agreement for the re-development of the **SAID PROPERTY**.

5. The **PARTY OF THE FIRST PART** expressly has given their consent to the **PARTY OF THE SECOND PART** to demolish their existing buildings after obtaining permission from the authorities required.

6. The **PARTY OF THE SECOND PART** shall enjoy complete independence to take any decision with respect to obtaining necessary permissions, drawing of plans, seeking approvals, demolition, construction and sale of built-up space in the proposed

*[Handwritten signatures]*



new building and the **PARTY OF THE FIRST PART** shall not interfere with the work carried out by the **PARTY OF THE SECOND PART** under this agreement.

7. The plans and approvals of the '**SAID NEW PROJECT**' i.e. the new building to be constructed in the **SAID PROPERTY** is approved and secured by the **PARTY OF THE SECOND PART** and the same is attached herewith as Annexure No. I The New Building Comprises of the following

<u>Buil</u> <u>ding</u>	<u>No of</u> <u>floors</u>	<u>Flats</u>	<u>Shops</u>	<u>Society</u> <u>Office</u>	<u>Club</u> <u>House</u>	<u>Car Parks In</u> <u>Stilt/</u> <u>Basement</u>
1	G+6	24	6	1	1	31

The details of the flats in the new building are described in **Schedule No. III** hereunder.

8. The **SAID NEW PROJECT** to be constructed on the **SAID PROPERTY** with the specification is described in detail in **SCHEDULE NO. IV** hereunder written and shall have certain common amenities, which are described in detail in **SCHEDULE NO. V** hereafter written.

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9. The **PARTY OF THE SECOND PART** has secured the required permissions of the **SAID PROPERTY** from the Town and Country Planning Department or any other Competent Authority by following the procedure prescribed under the law for executing the proposed development in the **SAID PROPERTY**, whereupon the Town and Country Planning Department has approved and allowed an additional area FAR of 120% wherein the **SAID PROPERTY** stands changed with FAR 80% to that of FAR 200%.

10. The **PARTY OF THE SECOND PART** shall construct for the **PARTY OF THE FIRST PART**, free of cost, in exchange of old (12) flats, 12 residential premises/ flats in the building each consisting of 133.00 sq.mts. super built-up area (including the incidence of staircase, balcony, lift lobby & wall thicknesses) with a carpet area (including internal wall & column thicknesses and area of balconies) of 99.00 sq.mts. along with 12 car parks comprised in the **SAID PROJECT**.

11. Pursuant to the aforementioned provisions, the **PARTY OF THE FIRST PART** hereby undertakes to transfer the sole and exclusive authority for the re-development of the **SAID PROPERTY** to the

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**PARTY OF THE SECOND PART** wherein the **PARTY OF THE FIRST PART** shall allocate all remaining areas within the designated **SAID SOCIETY**, excluding those premises owned by the **PARTY OF THE FIRST PART** to the **PARTY OF THE SECOND PART**. Consequently, all remaining premises excluding those under the ownership of the **PARTY OF THE FIRST PART** shall be designated as the premises of the **PARTY OF THE SECOND PART** as expressed in this document and referred to as such henceforth.

12. The **PARTY OF THE SECOND PART** hereby agrees to make a financial contribution amounting to approximately Rs. [REDACTED] /- (Rupees [REDACTED] Only), corresponding to the ownership of 12 flats held by the existing members of the Society, towards the Corpus Fund upon the transfer of possession of the premises owned by the **PARTY OF THE FIRST PART**. The new allottees of the remaining new flats would also be required to make a proportionate contribution to the Corpus Fund of the Society.

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13. The infrastructure tax and GST as applicable pertaining to the built-up area of the **SAID NEW PROJECT**, shall be borne by the **PARTY OF THE SECOND PART**, only in favour of the **PARTY OF THE FIRST PART** as stipulated in this agreement.



14. In the event that if the electricity department imposes a mandatory requirement for the installation and commissioning of a transformer of the necessary capacity for the **SAID NEW PROJECT**, the **PARTY OF THE SECOND PART** shall bear the expenses incurred only to the extent of the **PARTY OF THE FIRST PART** for such installation and commissioning.

15. Any member of the **PARTY OF THE FIRST PART** decides to enhance the specifications beyond the provisions outlined in this agreement, the **PARTY OF THE SECOND PART** shall, upon receiving a request from the respective members, assess the feasibility of such upgrades and subsequently provide an estimate for said enhancements. The respective member shall be liable to pay the differential amount associated with such upgrades upon demand by the **PARTY OF THE SECOND PART**.

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16. Pursuant to the provisions set forth in the society's bylaws, the **PARTY OF THE FIRST PART** shall proceed to allot or transfer the necessary share to the assignee(s) or nominee(s) following the fulfillment of the requisite formalities. It is expressly agreed between both the parties that no transfer fees shall be levied or imposed on such assignment.

17. The **PARTY OF THE SECOND PART**, under this agreement, has the right to nominate or assign any of the premises to third parties which is owned by the **PARTY OF THE SECOND PART**. This nomination or assignment will be made for a consideration that exclusively benefits the **PARTY OF THE SECOND PART**, and the terms and conditions will be decided solely by the **PARTY OF THE SECOND PART** without requiring approval from the **PARTY OF THE FIRST PART** provided that the flats and the parking slots and their location allotted to the **PARTY OF THE FIRST PART** are not adversely affected. The **PARTY OF THE FIRST PART** hereby gives irrevocable consent for such nominations or assignments. In the event of such assignment, the person(s) named in the assignment shall become enrolled as member of the **PARTY OF THE FIRST PART**. The **PARTY OF THE SECOND PART** is specifically entitled to enter into the necessary agreement with such person(s).

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18. A. It is expressly agreed that no premise shall be nominated or assigned to the Third Party who runs the business of bar and restaurant or any person who runs a garage or having any hazardous substance, keeping hygiene of the society in mind.

B. It is expressly agreed that no shop premises shall be nominated, assigned or allotted to anyone who may want to run a bar, restaurant, garage or vehicular repair or wash, sale of pesticides and insecticides or any chemical product which may be injurious to health or any business of welding, grinding, grills and allied works of any material.

19. Neither the **PARTY OF THE FIRST PART** nor any member of the **SAID SOCIETY** shall sell the newly constructed 3BHK flats allotted to them to any other person till the handover of the possession of new flats from the **PARTY OF THE SECOND PART**.

20. Neither the **PARTY OF THE FIRST PART** nor any member of the **SAID SOCIETY** shall enter into any agreement with any third-party contrary to the rights conferred by the **PARTY OF THE SECOND PART** under this agreement with respect to the **SAID PROPERTY**.

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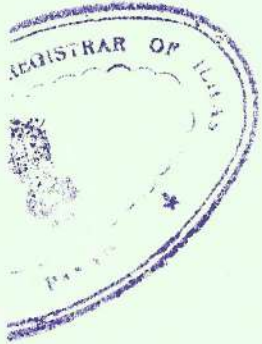
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21. The **PARTY OF THE SECOND PART** shall obtain all necessary licenses and permissions such as construction license, conversion sanad, architectural plans, structural liability certificate, no objection certificates from all the relevant departments, technical sanction, RERA registration and all other similar approvals, licences and permissions which may be necessary to complete the process of redevelopment and construction of the proposed **SAID NEW PROJECT** in the **SAID PROPERTY** and the **PARTY OF THE FIRST PART** shall from time to time sign and execute all the necessary letters, applications, affidavits etc. which the **PARTY OF THE SECOND PART** may need to obtain the necessary permissions stated above.
22. All expenses pertaining to liasoning, planning, construction and other incidental expenses towards redevelopment shall be borne expressly by the **PARTY OF THE SECOND PART**.
23. The **PARTY OF THE SECOND PART** shall be at liberty to make any alterations to the plans after the approval without changing the location and reducing the entitlement of the **PARTY OF THE FIRST PART** in terms of this agreement and provided the rights of the **PARTY OF THE FIRST PART** are not adversely affected.

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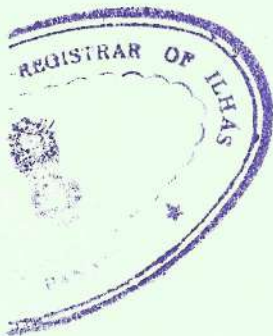




24. Upon receipt of the construction license for re-development the **PARTY OF THE SECOND PART** will issue 30 days "notice to vacate" to the **PARTY OF THE FIRST PART** in the existing buildings and common areas including vacant land on completion of the said notice period, the **PARTY OF THE SECOND PART** shall be deemed to be in exclusive possession of the existing buildings. The **PARTY OF THE FIRST PART**, their representatives or family members shall not be entitled to resist or delay the delivery of possession on any ground whatsoever.

25. After the possession of the flats along with the common areas, the **SAID PROPERTY** handed over to the **PARTY OF THE SECOND PART** by the **PARTY OF THE FIRST PART**, no letter/notice will be issued to **PARTY OF THE FIRST PART** to that effect and possession of the buildings in the **SAID PROPERTY** will be deemed to be handed over to the **PARTY OF THE SECOND PART**.

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26. The present 12 members of the **PARTY OF THE FIRST PART** after vacating their respective flats to the **PARTY OF THE SECOND PART, PARTY OF THE SECOND PART** agrees to pay each of them in consideration a monthly sum of Rs. [REDACTED] /- (Rupees [REDACTED] only) before the 5<sup>th</sup> of every month for the first 3 years and in case the project exceeds 3 years then there would be an increase of 10% on the monthly rentals as escalation price in rentals as an alternative accommodation arrangement. The payment commences from the month in which all the members of the **PARTY OF THE FIRST PART** hands over the vacant possession of the **SAID PROPERTY** to the **PARTY OF THE SECOND PART**. The monthly payments will be continued until the **PARTY OF THE SECOND PART** completes the construction of the **SAID NEW PROJECT** and obtains the necessary occupancy certificate from the Corporation of City of Panaji or relevant authority, subsequently handing over the possession to the respective members.

27. The built-up area reserved for the society office is to the extent of 10 sq. meters and the club house is to the extent of 80 sq. mts, the location of which, as shall be mutually agreed to by the Parties hereto.

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28. The **PARTY OF THE SECOND PART** shall complete the construction of the **SAID NEW PROJECT** in all respects within 3 years, subject to an extension of further 6 months from the date of issuance of the Construction License of the **SAID PROPERTY** or receiving the vacant possession of the existing flats along with the **SAID PROPERTY**, whichever is later. The construction shall be deemed to be completed upon obtaining the completion certificate from the relevant authority. The time taken by the authorities towards issuance of completion certificate/ occupancy certificate shall be excluded while computing the time of completion of construction. In the event of force majeure, conditions such as epidemic, pandemic, lock down, non-availability of material, restriction on transport etc. the **PARTY OF THE SECOND PART** shall be entitled to additional period of 6 (six) months or the end of the force majeure conditions whichever is greater for the completion of the **SAID NEW PROJECT**.

29. It is agreed that the **PARTY OF THE SECOND PART** shall not mortgage, charge or deal with or dispose of or create third party rights in respect of the areas of Flat/Premises agreed to be constructed by the **PARTY OF THE SECOND PART** for the

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existing members of the Society only as per this Agreement for the purpose of raising any loan or otherwise whatsoever. It is, however, expressly clarified that the **PARTY OF THE SECOND PART** shall be free to deal with the area/flat coming to their share under these presents so also create third party rights in respect of remaining share of the **PARTY OF THE SECOND PART** and the third party shall be at liberty to take home loans in respect of the areas of Flat/Premises/unit sold to them by the **PARTY OF THE SECOND PART**.

30. All the remaining balance units not allotted to the **PARTY OF THE FIRST PART** in the proposed new building shall be exclusively owned and possessed by the **PARTY OF THE SECOND PART** and such remaining units shall be sold/agreed to be sold/ assigned to any person chosen by the **PARTY OF THE SECOND PART** and such consideration as may be fixed and received by the **PARTY OF THE SECOND PART**.

31. The **PARTY OF THE FIRST PART** has duly executed a Power of Attorney ("POA") dated 03.01.2020 at Panaji Goa in favor of the **PARTY OF THE SECOND PART**, authorizing and empowering them to act on behalf of the **PARTY OF THE**

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**FIRST PART** in procuring all necessary approvals from the competent authority for the construction of the **SAID PROPERTY**.

32. The **PARTY OF THE FIRST PART** are hereby granted full authority to undertake all actions, submit applications, provide representations, and engage in any necessary interactions with the competent authority, as deemed necessary and appropriate in their sole discretion, to secure the requisite approvals for the construction of the **SAID PROPERTY** without any detriment to the **PARTY OF THE FIRST PART**. The **PARTY OF THE FIRST PART** further acknowledges and agrees that the **PARTY OF THE SECOND PART** shall exercise their powers and discharge their responsibilities in accordance with the provisions set forth in the executed POA and any applicable laws and regulations.

33. Further, this Agreement for re-development shall override all the other MOU's executed by the **PARTY OF THE FIRST PART** and the **PARTY OF THE SECOND PART** expressing their binding commitments to engage in the proposed re-development through this agreement.

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34. The **PARTY OF THE FIRST PART** shall sign and execute any document such as agreement of sale/ sale deed/ rectification deed with respect to any unit except those allotted to the **PARTY OF THE FIRST PART** and subject to the society not being liable to taxation with respect to the same as and when called upon to do so by the **PARTY OF THE SECOND PART**.

35. The **PARTY OF THE FIRST PART** shall indemnify the **PARTY OF THE SECOND PART** with respect to any claim based on a lawful title in the **SAID PROPERTY** or the respective apartments.

36. The **PARTY OF THE SECOND PART** shall deliver the possession of the units allotted to the respective **PARTY OF THE FIRST PART** within 6 (six) months from the date of obtaining occupancy certificate and such possession shall include electricity connection, water connection and all other amenities provided under this agreement.

37. In the event, on account of change in plans or for any other reasons, the built-up area of the unit/flat is increased, the **PARTY OF THE FIRST PART** shall be liable to pay to the **PARTY OF THE**

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**SECOND PART** for the extra area, as per the market rate, by the **PARTY OF THE SECOND PART**. Similarly, if the built-up area of the unit/flat is decreased, the **PARTY OF THE SECOND PART** shall be liable to refund to the **PARTY OF THE FIRST PART** the amount corresponding to the differential area at such rate as may be calculated by the **PARTY OF THE SECOND PART**.

38. In the event, any holder/holders of a 3BHK flats to be allotted in the **SAID NEW PROJECT** requests for a change and/or exchange of flat with more than one flat of 2BHK each, on a condition that such holder/holders or any of the family members/ agents/ successors in title/ legal representatives and assigns shall pay the excess of the value above the 3BHK flat to be allotted to the **PARTY OF THE SECOND PART**, and whereas the **PARTY OF THE SECOND PART** shall be free to entertain such request and accommodate the holder/holders any available flat in the **SAID NEW PROJECT** and the **PARTY OF THE SECOND PART** shall communicate the same to the Society and with respect to these Agreements to be executed in favour of the **PARTY OF THE FIRST PART** corresponding to units allotted, the cost of such agreements including infrastructure tax, transformer share,

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stamp duty, registration expenses and legal fees shall be borne by the **PARTY OF THE FIRST PART** respectively.



39. The **PARTY OF THE SECOND PART** agrees that upon completion of the building **SAID NEW PROJECT** on the **SAID PROPERTY, PARTY OF THE SECOND PART** will be responsible for the day-to-day upkeep work such as sweeping, cleaning and security, for a period of 6 months, without charging any additional amount to the present 12 members of the **PARTY OF THE FIRST PART**. Once the 6-month period expires, the **PARTY OF THE SECOND PART** will continue to handle the upkeep work for an additional 6 (Six) months only, with appropriate contributions from both the existing and new members. After the aforementioned period, the responsibility for the upkeep work will be transferred to the society, which will collect suitable contributions from all members, including new members.

40. The **PARTY OF THE FIRST PART** state that the **SAID PROPERTY** is free from encumbrances and that there is no litigation, mortgage, lien or any other form of charge created on the **SAID PROPERTY** or any of the apartments in the existing

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building. The **SAID PROPERTY** is not the subject matter of any proceedings initiated for land acquisition or requisition or any other proceeding of a similar nature.



41. The names of the original members of the **PARTY OF THE FIRST PART** are indicated in the list mentioned in Schedule II and in Schedule III the allocation of the new premises to the said members or their respective legal heirs / legal representatives are indicated as per the Share Certificate allotted to them by the **PARTY OF THE FIRST PART**.

42. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

43. It is clearly agreed and understood that this agreement shall be binding on the parties at all times to come. Consequently, in case of the demise of any of the members of the **PARTY OF THE FIRST PART**, this agreement shall be binding and enforceable as against the heirs of the deceased members and that they shall be bound to honour this agreement and comply with the terms and conditions of this Agreement.

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## SCHEDULE NO. I

### DESCRIPTION OF THE SAID PROPERTY



All that residential buildings known as "APPLE BLOSSOM" & "ORANGE BLOSSOM", situated in Miramar, Panaji, within Municipal Limits, Tiswadi, Taluka, Sub-District Ilhas, District Goa described in Land Registration Office Ilhas (Conservadoria Registo Predial da Comarca das Ilhas de Goa) under No. 410 at Folio 10 of Book No. B-6 (Old), under No. 11 at Folio 6-V of Book No. B-1 (New) and under No. 2451 at Folio 280-V of Book No. B-28 (Old) and are registered in the Revenue Office under Nos. 83 and 84 of St. Inez and which is surveyed under Cadestral Nos. 1092 of Panjim and No. 51 of Taleigao. This property is surveyed under Chalta No.12 of P.T. Sheet No.115 admeasuring area 1008.00 sq. mts., situated at Miramar, Panaji within the limits of The Corporation of the City of Panaji and is bounded as follows:

To the East : By Plot bearing Chalta No.13 & 14 of P.T. Sheet  
No.115 of Panjim City;

To the West : Public Road;

To the North : By Plot bearing Chalta No.45 of P.T. Sheet No.99 of  
Panjim City;

To the South : By Plot bearing Chalta No.16 of P.T. Sheet No.115 of  
Panjim City

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**SCHEDULE NO. II**

**DETAILS OF THE MEMBERS OF THE FIRST PARTY**



SR. NO.	NAME OF THE MEMBER	FLAT NO. OCCUPIED IN THE BUILDING PRESENTLY EXISTING ON THE SAID PROPERTY	BUILDING NAME
1	PANDURANG KRISHNA BHOBE	1	APPLE BLOSSOM
2	MARCUS JOSEPH D'SOUZA	2	APPLE BLOSSOM
3	ISAAC HILARY DIAS	3	APPLE BLOSSOM
4	DINA MONTEIRO	4	APPLE BLOSSOM
5	SAGARDUTT SHANTARAM KESHKAMAT	5	APPLE BLOSSOM
6	ASHOK RAMNATH ACHARYA	6	APPLE BLOSSOM

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7	SISSIR ZOIVONTA SINAI QUENCRO AGXICAR	7	ORANGE BLOSSOM
8	NANDAKUMAR SHENVI DHUME	8	ORANGE BLOSSOM
9	PRAKASH SHRIPAD KAMAT SATOSKAR	9	ORANGE BLOSSOM
10	INACIO CASIMIRO VIEGAS	10	ORANGE BLOSSOM
11	SULOCHANA Y. HALDONKAR	11	ORANGE BLOSSOM
12	KALAVAMPARA VELU GOPINATHAN	12	ORANGE BLOSSOM

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**SCHEDULE NO. III**

**DETAILS OF THE FLATS IN THE NEW BUILDING**



SR. NO.	NAME OF THE MEMBER	FLAT NO. OCCUPIED IN THE NEW BUILDING ON THE SAID PROPERTY
1	PANDURANG KRISHNA BHOBE	101
2	MARCUS JOSEPH D'SOUZA	201
3	ISAC HILARIO DIAS	301
4	DINA MONTEIRO	401
5	SAGARDATT SHANTARAM KESHKAMAT	501
6	ASHOK RAMNATH ACHARYA	601
7	SISSIR ZOIVONTA SINAI QUENCRO AGXICAR	204
8	NANDAKUMAR SHENVI DHUME	604
9	PRAKASH SHRIPAD KAMAT SATOSKAR	404
10	INACIO CASIMIRO HILARIO VIEGAS	504
11	SULOCHANA Y. HALDONKAR	104
12	KALAVAMPARA VELU GOPINATHAN	304

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## SCHEDULE NO. IV

### SPECIFICATIONS IN ACCORDANCE TO WHICH THE FIRST PARTY'S PREMISES ARE TO BE CONSTRUCTED.



#### 1. STRUCTURE:

- a. The building/buildings shall be R.C.C. framed structure of columns, beams and slabs with floor height of 9' - 2".
- b. External wall shall be 9" thick brick/laterite masonry and internal walls shall be of 4" thick brick masonry.
- c. Exterior of the buildings shall have double coat sand faced plaster finishing in general.
- d. Internal plaster shall be single coat with second coat of neeru finish. Living/dining area shall have gypsum plaster finish.

#### 2. DOOR/WINDOWS:

- a. The entrance door shall be of teakwood with melamine polish from outside and inside.
- b. All doors will have teakwood frames or equivalent and flush shutters or equivalent.
- c. Door frames shall be of size 5" x 2 1/2 " of teakwood.
- d. Teakwood cover moulding of 1 1/2" x 1/2" shall be provided for the door frames.

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- e. Window frames and shutters shall be of aluminum or UPVC or equivalent, openable/sliding type.
- f. The door and windows shall have brass hinges and powder coated brass fittings.
- g. The door and windows shall have a night latch and aldop from outside and flat latch from inside.
- h. Main door shall be provided with decorative brass handle or equivalent.
- i. Main door shall be provided with Godrej lock.

### 3. WINDOW GRILLS:

Option of M.S. grills or equivalent shall be provided for windows.

### 4. KITCHEN:

- a. The kitchen shall have a cooking platform with good quality black granite top with stainless steel sink and plumbing for hot and cold water supply.
- b. Ceramic tiles or equivalent tilling above the kitchen platform shall be provided upto 45cm above the platform.

### 5. FLOORING:

- a. The flooring of living and dining shall be of marbonite tiles or vitrified or equivalent tiles with average landing cost of the tiles at Rs.  /- per square meter. The flooring for the balance area

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shall be vitrified tiles or ceramic tiles or equivalent with average landing cost of the tiles at Rs. [ ]/- per sq. mts.

- b. bath room wall shall be provided with full ceramic tiles lining upto the level of ceiling. Bath rooms shall be provided with tiles with basic rate of Rs. [ ]/- per sq. mts.



**6. PLUMBING & SANITARY:**

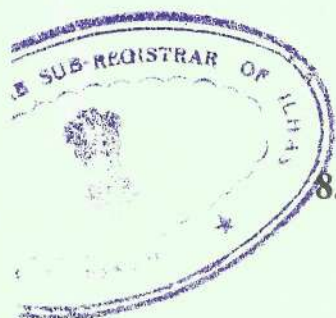
Soil, waste and water pipes shall be partially concealed. White glazed European W.C. units shall be provided with flushing system. The sanitary installations shall be in accordance with Municipal specification. Internal plumbing shall be of C /PVC pipes. One shower, one wash basin and W.C. shall be provided in the toilet and one wash basin and W.C. shall be provided in the powder room. Plumbing for hot and cold water supply to shower/wash basin shall be provided. The kitchen verandah shall be provided with one water tap with drainage outlet. All plumbing fittings shall be of jaquar make or equivalent.

**7. ELECTRICAL INSTALLATIONS:**

The electrical installation shall be of three phase. The electrical wiring shall be concealed. In the living rooms 4 light points, 1 fan point, two plug points shall be provided. In the dining area, 2 light points, 1 fan point, and one plug point shall be provided. The

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bedroom shall have 2 light points, one 15 amps power point, 1 fan point, 1 bedside plug point and one 15 amps point near window for air conditioner, Kitchen shall have 2 light points, three 5 amps point and two 15 amps point. Bath room shall have 1 light point, one 15 amps point and one 5 amps. point. 1 bell point shall be provided.

**8. TELEPHONE-CABLE T.V.**

Concealed wiring for telephone and cable T.V. shall be provided in each of the bedroom and living room.

**9. INTERCOM & VIDEO DOOR PHONES:**

Intercom and video door phone shall be provided in each Flat.

**10. INTERNAL DÉCOR:**

The walls will be painted with acrylic emulsion. External walls will be painted with Apex ultima. Toilet doors shall be painted from inside and melamine polished from outside or laminate finish inside and outside.

**11. CCTV:**

CCTV cameras shall be provided in the SAID NEW BUILDING PROJECT.

**12. PIPED GAS:**

Provision for piped gas connection shall be provided in each flat.

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**SCHEDULE NO. V**

**OTHER COMMON AMENITIES FOR THE BUILDING**

**PROJECT**



1. **WATER TANKS:**

A common underground RCC sump of suitable capacity and RCC overhead tank/s with suitable capacity of shall be provided.

2. **COMPOUND WALL:**

The existing compound wall shall be adequately raised as permitted by the Corporation of City of Panaji and fitted with a gate/gates, with appropriate light points.

3. **WELL:**

Subject to feasibility and obtaining of requisite permissions, a water well shall be constructed within the complex.

4. **LIFTS:**

One passenger lift of "OTIS" or equivalent with 8 persons capacity and one lift of 13 persons capacity shall be provided.

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5. **STAIRCASE:**

Staircase shall be paved with Tandoor stone or equivalent. Railing for staircases shall be provided. Provision for two way light points shall be made.



6. **APPROACH ROADS:**

All internal roads within the compound shall be asphalted/ fitted with pavers and pathways finished with concrete. Interlocking blocks checkered tile tops with proper slopes shall be laid wherever required.

7. **ROOFING:**

Galvalume sheet roofing or equivalent shall be provided above the last residential floor.

8. **STANDBY GENERATOR:**

Standby generator of suitable capacity shall be provided for lifts and staircase lights.

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IN WITNESS WHEREOF the parties hereto have set their hands on  
the day and year first hereinabove mentioned.



**SIGNED, SEALED AND DELIVERED**

By the within named **PARTY OF THE**

**FIRST PART** at **PANJIM**

**FOR MIRAMAR STATE BANK OF INDIA**

**EMPLOYEES CO-OPERATIVE HOUSING**

**SOCIETY LIMITED**

**THROUGH ITS CHAIRPERSON**

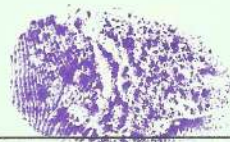


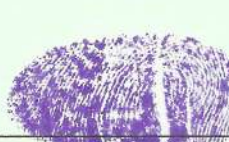


**SHRI INACIO CASIMIRO HILARIO VIEGAS**

LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS

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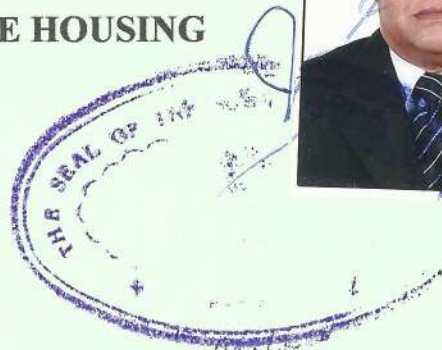
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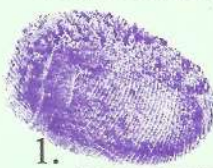

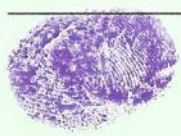


**SIGNED, SEALED AND DELIVERED**  
By the within named **PARTY OF THE**  
**FIRST PART** at **PANJIM**  
**FOR MIRAMAR STATE BANK OF INDIA**  
**EMPLOYEES CO-OPERATIVE HOUSING**  
**SOCIETY LIMITED**  
**THROUGH ITS SECRETARY**





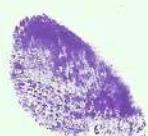


\_\_\_\_\_  
**MR. ISAC HILARIO DIAS**

**LEFT HAND FINGER PRINTS**

**RIGHT HAND FINGER PRINTS**

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**SIGNED, SEALED AND DELIVERED**

By the within named **PARTY OF THE**

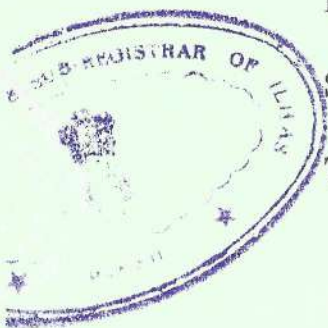
**FIRST PART** at **PANJIM**

**FOR MIRAMAR STATE BANK OF INDIA**

**EMPLOYEES CO-OPERATIVE HOUSING**

**SOCIETY LIMITED**

**THROUGH ITS TREASURER**



**MR. PANDURANG KRISHNA BHOBE**

**LEFT HAND FINGER PRINTS**

**RIGHT HAND FINGER PRINTS**

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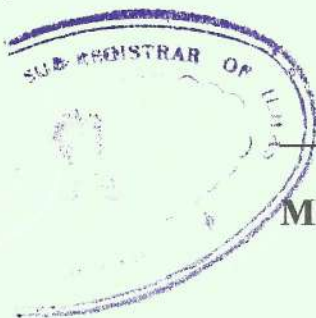
SIGNED, SEALED AND DELIVERED

By the within named PARTY OF THE

SECOND PART at PANJIM

FOR KAMAT REALTY

THROUGH ITS MANAGING PARTNER



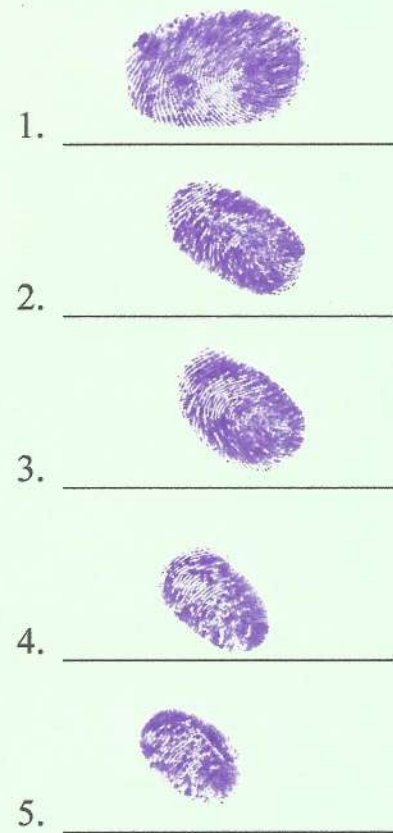
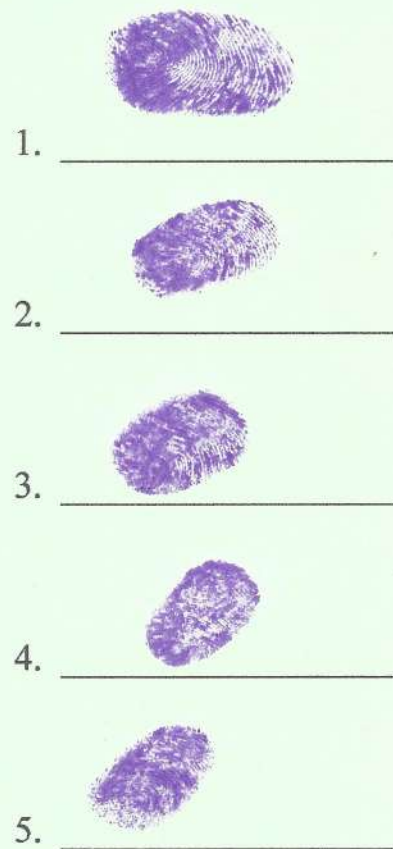
*L. Kamat*

MR. ROHAN R. KAMAT



LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS



*L. f. by - B*

IN PRESENCE OF WITNESSES:



1. Name : Mr. Amar S. Kamat  
Father's Name : Mr. Shrikrishna Kamat  
Age : 43 years  
Marital Status : Married  
Occupation : Service  
Address : H. No. 55, Sakral Torse,  
: Pernem, Goa 403512.

Sign : 

2. Name : Mr. Raju J. Potfode  
Father's Name : Mr. Janardan Potfode  
Age : 43 years  
Marital Status : Married  
Occupation : Service  
Address : H. No. 602/3, Essar Residency,  
Amaral Waddo, Taleigao,  
Caranzalem, North Goa,  
Goa 403002

Sign :   





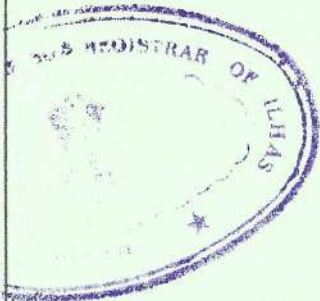

**Government of Goa**  
**Directorate of Settlement and Land records**  
**Plan**  
**Taluka / City Name : TISWADI / Panjim**  
**PTS / Chalta No. : 115/12**

Appln date: 04-07-2024

Ref. No. :4453



Scale 1:500



PTS 99/45	PTS 99/44
PTS 115/12	PTS 115/13
PTS 115/16	

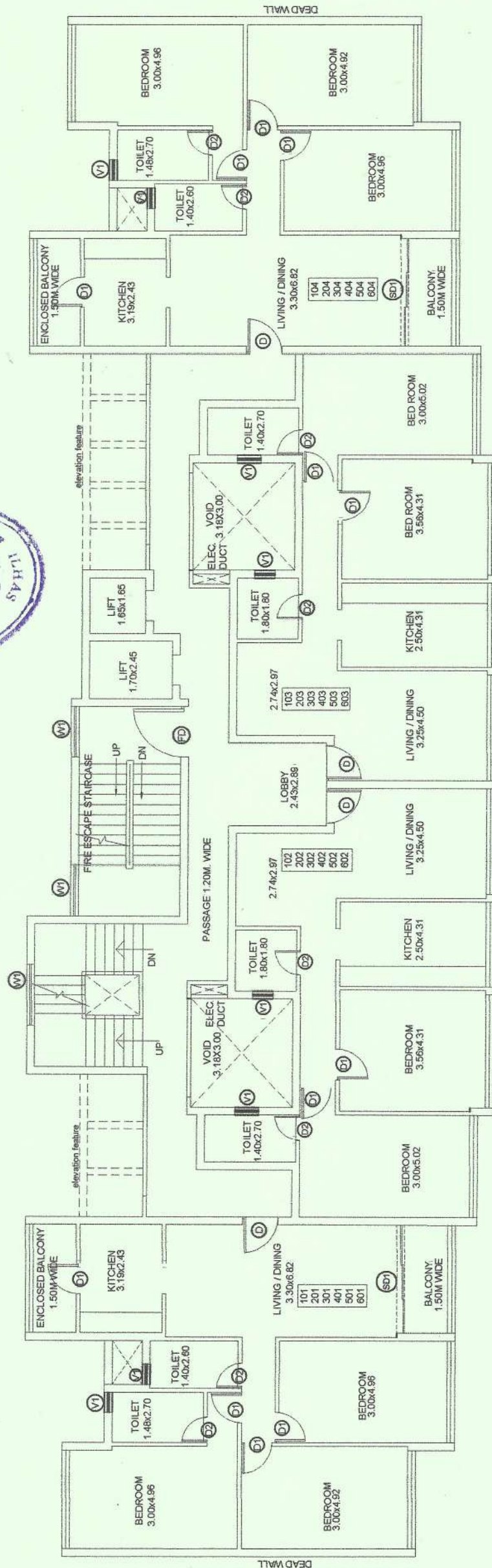


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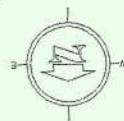
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

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This record is computer generated on 05/07/2024 13:02:49 as per Online Ref No.4453. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd. 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://egov.goa.nic.in/dslr>.



TYPICAL FIRST , SECOND ,THIRD ,FOURTH, FIFTH & SIXTH FLOOR PLAN  
NOT TO SCALE







Government of Goa

Document Registration Summary 2

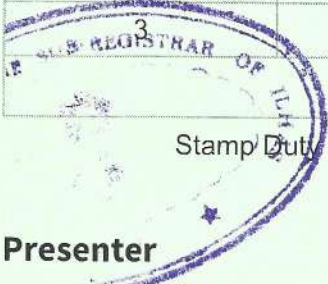
Office of the Civil Registrar-cum-Sub Registrar, Tiswadi

Print Date & Time : - 02-Aug-2024 04:35:25 pm

Document Serial Number :- 2024-PNJ-2426

Presented at 04:19:19 pm on 02-Aug-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Tiswadi along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	
2	Registration Fee	
3	Processing Fee	
Total		



Stamp Duty Required :

Stamp Duty Paid :

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	ROHAN RAMESH KAMAT PARTNER OF M/S KAMAT REALTY ,Father Name:MR RAMESH ANANT KAMAT, Age: 36, Marital Status: ,Gender:Male, Occupation: Business, Address1 - 760, Road Lane 1 St. Mary's Colony, Miramar, Panaji, Tiswadi, North Goa, Goa 403001, Address2 - , PAN No. <div></div>			







Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	SHRI PANDURANG KRISHNA BHOBE TREASURER OF MIRAMAR STATE BANK OF INDIA EMPLOYEES CO- OPERATIVE HOUSING SOCIETY LIMITED , Father Name:SHRI KRISHNA V. BHOBE, Age: 80, Marital Status: ,Gender:Male, Occupation: Other, Flat No. 1, Apple Blossom, La Campala Colony, Miramar, Panaji, Goa, 403001, PAN No. <div></div>			
2	ROHAN RAMESH KAMAT PARTNER OF M/S KAMAT REALTY , Father Name:MR RAMESH ANANT KAMAT, Age: 36, Marital Status: ,Gender:Male, Occupation: Business, 760, Road Lane 1 St. Mary's Colony, Miramar, Panaji, Tiswadi, North Goa, Goa 403001, PAN No. <div></div>			
3	SHRI ISAC HILARIO DIAS SECRETARY OF MIRAMAR STATE BANK OF INDIA EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LIMITED , Father Name:Shri Inacio Manoel Dias, Age: 80, Marital Status: Married ,Gender:Male, Occupation: Other, House No. 499/2, Flat 3, Apple Blossom, Miramar, SBI CHS La Campala Colony, Panaji, Goa, 403001, PAN No.: <div></div>			



Sr.NO	Party Name and Address	Photo	Thumb	Signature
4	SHRI INACIO CASIMIRO HILARIO VIEGAS CHAIRPERSON OF MIRAMAR STATE BANK OF INDIA EMPLOYEES CO- OPERATIVE HOUSING SOCIETY LIMITED , Father Name:Shri Joao Nepomuceno Viegas, Age: 81, Marital Status: ,Gender:Male,Occupation: Other, H No.100, Santissimo Waddo, Behind Taleigao Church, Taleigao, Caranzalem, Tiswadi, Goa 403002, PAN No.:			

Witness:  
I/We individually/Collectively recognize the Developer, Owner,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Amar S Kamat, Age: 43, DOB: , Mobile: 9310057326 , Email: , Occupation: Service , Marital status : Married , Address: 403512, H No. 55 Sakral Torse Pernem Goa, H No. 55 Sakral Torse Pernem Goa, Torxem, Pernem, North Goa, Goa			
2	Name: RAJU J POTFODE, Age: 43, DOB: , Mobile: 8999005434 , Email: , Occupation: Service , Marital status : Married , Address: 403002, H NO. 602-3 ESSAR RESIDENCY AMARAL WADDO TALEIGAO TISWADI GOA 403002 , H NO. 602-3 ESSAR RESIDENCY AMARAL WADDO TALEIGAO TISWADI GOA 403002 , Taleigao, Tiswadi, North Goa, Goa			



  
Sub Registrar

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Document Serial Number :- 2024-PNJ-2426



Book :- 1 Document

Registration Number :- **PNJ-1-2325-2024**

Date : 02-Aug-2024

*L.ghaiblu*  
*02/08/2024*

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

SUB - REGISTRAR

ILHAS

