(Rupees Three Lakhs Sixty Four Thousand Two Hundred Only)

For CITIZENCREDIT CO-OP. BANK LTD.
Margao Branch
Authorised Signatory

CITIZEN CREDIT CO-OPERATIVE BANK LTD
SAPAHA BERKIER CO-OP, HSG SOCIETY LTD
ST.JOQUIM ROAD, BORDA,
MARGAO - GOA 403 602
D-5/STP(V)/C.R./35/3/2011-RD

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Name of Purchaser...MAHALAXMI DEVELOPERS

286/2020

PON-1-278-2020

THE SEAL OF THE SUB-REGISTRAR OF PONDA
PONDA

Sandeep Y. Kamat

AGREEMENT FOR DEVELOPMENT AND SALE

REGISTRAR OF PONDA

AGREEMENT FOR DEVELOPMENT AND SALE

THIS AGREEMENT FOR DEVELOPMENT AND SALE is made and entered at Ponda Goa , Ponda Taluka and Registration Sub-District of Ponda, District of South Goa in the State of Goa, on this 21st day of February of the year Two Thousand Twenty (21/02/ 2020).

THE SEAL OF THE SUB-RE

PONDA

: BY AND BETWEEN:

1A. **MR. ARVIND VISHWANATH DHAIMODKAR** alias **MR. ARVIND VISHWANATH NAIK DHAIMODKAR,** son of Mr. Vishwanath Dhaimodkar, aged 56 years, married, businessman, holding PAN CARD NO ADPPD9071J, Aadhar Card No 8183 6610 5105, having email id adhaimodkar@gmail.com, Mobile No 9422576241 and his wife;

1B. **MRS. VAISHALI ARVIND DHAIMODKAR alias VAISHALI ARVIND NAIK DHAIMODKAR**, daughter of Shripad Keshav Velingkar aged 50 years, married, service, holding PAN CARD NO ADPPD9070K, Aadhar Card No 7645 1047 2191, having email id vaishali.dhaimodkar@gmail.com, Mobile No 8806504941 represented herein by her Husband and duly constituted Power of Attorney Holder **MR. ARVIND VISHWANATH DHAIMODKAR** alias **MR. ARVIND VISHWANATH NAIK DHAIMODKAR**, son of Mr. Vishwanath Dhaimodkar, aged 56 years, married, businessman authorized to sign vide Power of Attorney, dated 6th February 2020 executed before the Notary Raksha Fadte under Registration No 7197/2020 dated 6th February 2020, both parties are Indian Nationals, residing at Flat No. F-1, Ganesh Prasad building, Khadapaband, Ponda, Goa 403401 and hereinafter jointly referred to as the **VENDORS/OWNERS** (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, nominees, successors, executors, administrators and assigns) of the **FIRST PART.**

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AND

2. **M/S MAHALAXMI DEVELOPERS,** a partnership firm duly registered under the Indian Partnership Act 1932, with its regd. office situated at office No. E2, Mitasu Manor, near Zonal agricultural office, Sadar, Ponda, Goa, having PAN NO AAZFM1941R and comprising by its Partners namely:

(i) **MR. ARVIND VISHWANATH DHAIMODKAR** alias **MR. ARVIND VISHWANATH NAIK DHAIMODKAR,** son of Mr. Vishwanath Dhaimodkar, aged 56 years, married, businessman, holding PAN CARD NO ADPPD9071J, Aadhar Card No 8183 6610 5105, having email id adhaimodkar@gmail.com, Mobile No 9422576241, residing at Flat No. F-1, Ganesh Prasad building, Khadapaband, Ponda, Goa 403401;

(ii) **MR. RAJESH RAMESH SHETYE**, son of late Mr. Ramesh V. Shetye, aged 48 years, married, businessman, holding PAN CARD NO AHEPS4395P, Aadhar Card No 8255 2061 6788, having email id r_shetye@yahoomail.com, Mobile No 9970178515, residing at Plot No. 20, "Anandi", Near Cottage Hospital, Chicalim, Vasco-da-Gama, Goa, 403711;

(iii) **MRS. ROOPALI P. P. LAWANDE**, daughter of late Ramesh Shetye, and wife of Mr. Prakash S. P. Lawande, aged 45 years, married, businesswoman, holding PAN CARD NO AJVPP2096H, Aadhar Card No 8403 0537 9516 having email id ploundo@gmail.com, Mobile No 9823975351, residing at B-102, Mitasu Manor, Sadar, Ponda, Goa 403401;

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(iv) **MR. SANDEEP YESHWANT KAMAT,** son of Mr. Yeshwant V. Kamat, aged 50 years, married, businessman, holding PAN CARD NO AFMPK7925D, Aadhar Card No 5252 1183 2682, email id sandeepkamat29@gmail.com Mobile No 9822486569, residing at House No. 269/C, Aquem-Baixo, Navelim, Salcete, Goa 403707.

All partners are Indian Nationals and hereinafter referred to as the **PURCHASERS/DEVELOPERS** (which expression shall unless repugnant to the context or meaning thereof mean and include its Partner or Partners for the time being, their respective heirs, successors, executors, administrators, nominees and assigns) of the **SECOND PART**.

WHEREAS the **PURCHASERS/DEVELOPERS** is represented herein by its partner and duly constituted Attorney **MR SANDEEP YESHWANT KAMAT** authorized to sign vide Power of Attorney, registered under No.6822 dated 21.03.2017 executed before the Notary Geeta P Kantak.

1. AND WHEREAS there exist a property known as "BORODO" which is situated within the limits of the Ponda Municipal Council, District South Goa (earlier stated to be in North Goa) State of Goa, not described in the Land Registration Office but enrolled in Taluka Revenue Office under No. 829 for the purpose of matriz predial and surveyed under no. 191/3 of Village Ponda, Ponda Taluka and hereinafter referred to as the **SAID PROPERTY**.

2. AND WHEREAS in terms of Deed of Sale dated 25/02/1980 registered before Sub – Registrar of Ponda under No. 82 of pages 268 to 272 of Book I Volume 59 dated 05/03/1981, Mrs. Maria Francisca Virginia Aguiar sold and transferred Plot No. 4 admeasuring 558.50 sq. mts. which is a part of the SAID

(iv) **MR. SANDEEP YESHWANT KAMAT**, son of Mr. Yashwant V. Kamat, aged 30 years, married, businessman, holding PAN CARD NO. ARMPK7928D, Aadhar Card No. 8252 1183 2082, email id sandeepkamat2@gmail.com Mobile No. 9822480909, residing at House No. 284/C, Agnem-Betim, Marcaim, Salcete, Goa-403720

All parties are Indian Nationals and hereinafter referred to as the **PURCHASERS/DEVELOPERS** (which expression shall unless repugnant to the context or meaning thereof mean and include its Partner or Partners for the time being, their respective heirs, successors, executors, administrators, nominees and assigns) of the **SECOND PART**

WHEREAS the **PURCHASERS/DEVELOPERS** is represented herein by its partner and duly constituted Attorney **MR SANDEEP YESHWANT KAMAT** authorised to sign vide Power of Attorney registered under No.6822 dated 21.03.2017 executed before the Notary Deepa P Kamat.

1. AND WHEREAS there exist a property known as "BOYOZO" which is situated within the limits of the Ponda Municipal Council, District South Goa (earlier stated to be in North Goa) State of Goa, not described in the Land Registration Office but enrolled in Taluka Revenue Office under No. 829 for the purpose of matrix predial and surveyed under no. 191/1 of Village Ponda, Ponda Taluka and hereinafter referred to as the **SAID PROPERTY**.

2. AND WHEREAS in terms of Deed of Sale dated 25/04/1980 registered before Sub – Registrar of Ponda under No. 42 at pages 268 to 272 of Book I Volume 39 dated 05/03/1981, Mrs. Maria Francisca Virginia Aguiar sold and transferred Plot No. 4 admeasuring 358.50 sq. mts. which is a part of the SAID

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PROPERTY in favour of Shri. Narshinha Ramchandra Kalangutkar.

3. AND WHEREAS Shri. Narasinha Ramachandra Kalangutkar expired on 11/09/1997 and upon the death of Shri. Narasinha Ramachandra Kalangutkar, Inventory Proceeding were instituted before the Civil Judge Senior Division at Ponda under Inventory Proceeding number 5/2003/A and in terms of the order dated 31st March, 2003, passed in the above Inventory Proceedings, Shri. Kishor Narasinha Kalangutkar became the absolute owner of the Plot No. 4 admeasuring 558.50 sq. mts.

4. AND WHEREAS a Deed of Rectification So was registered in the office of Sub Registrar of Ponda under No. 106 at pages 167 to 171 of Book No. I, Volume No. 802 dated 17/01/2003 in order to rectify the survey number which was mentioned in the Deed of Sale as 191/1 that was to be deleted and Survey No. 191/3 was incorporated in the Deed of Sale.

5. AND WHEREAS vide Deed of Sale dated 31.01.2005, Shri. Kishor Narasinha Kalangutkar along with his wife Mrs Preeti Kishore Kalangutkar sold the said Plot No 4 admeasuring 558.50 sq mtrs to Shri Arvind Vishwanath Dhaimodkar i.e VENDOR NO 1A herein which deed is duly registered in the office of the Sub-Registrar of Ponda at Ponda Goa under Registration No 312 at pages 108 to 120 of Book I, Volume 810 dated 28.2.2005.

6. AND WHEREAS the VENDOR NO 1A in Case No. PON/LRC/PART/28/2019/6344 before the Dy. Collector & S.D.O. Ponda , sought for the partition of the Said Plot No. 4 and when the partition was being done , the Inspector of Surveys & Land Records found that the area available at site for partition admeasured only 558 square metres as a result of which this area

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of 558 square metres came to be partitioned and this area of 558 square metres was then allotted the Survey no. 191/3-L by the Dy. Collector & S.D.O. of Ponda at Ponda. Consequently the area of the Said Plot stands reduced from 558.50 square metres as appearing in the Deed of sale to 558 square metres. This plot No 4 is hereinafter referred to as the SAID PLOT.

7. AND WHEREAS the VENDOR NO 1A has obtained Conversion Sanad for the SAID PLOT which is issued by the office of the Additional Collector III of South Goa at Ponda under No. AC/PON/SG/CON/02/2019/773 dated 7th November 2019.

8. AND WHEREAS the VENDOR NO 1B has been made a necessary party to this Agreement as the VENDORS are governed by the law of Communion of Assets as applicable to the State of Goa.

9. AND WHEREAS the **VENDORS/OWNERS** therefore are the absolute and lawful owners in possession, occupation and enjoyment of the **SAID PLOT**, in the manner as stated above, that there are no encumbrances or charges of any kind whatsoever on the **SAID PLOT**, that there are no claims against the **SAID PLOT** by any Mundkar or tenant, that the **VENDORS/OWNERS** have not entered into any Agreement for Sale, Agreement for Development, or MOU with any other person/s and that there are no legal impediments whatsoever for the **PURCHASERS/DEVELOPERS** to enter into the present transaction with the **VENDORS/OWNERS**.

AND WHEREAS the **VENDORS/OWNERS** intends to develop the SAID PLOT and the **VENDORS/OWNERS** have approached the **PURCHASERS/DEVELOPERS** to develop the same by full exploitation of development potential thereof as per the plan, licenses and permissions that will be approved and granted by the

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concerned authorities at the cost and expense of the **PURCHASERS/DEVELOPERS** and consequently has agreed to sell the **SAID PLOT** for a total consideration of **Rs 1,25,55,000/- (Rupees One crore twenty five lakhs fifty five thousand only).**

AND WHEREAS the **PURCHASERS/DEVELOPERS** on the basis of the representations of the **VENDORS/OWNERS** as aforesaid and believing the same to be true and correct and having satisfied themselves as regards the title of the **VENDORS/OWNERS** to the marketability of the **SAID PROPERTY and the SAID PLOT** and based on the copies of the documents made available for scrutiny and inspection , have agreed to purchase and develop the **SAID PLOT** as per the terms and conditions agreed upon with the **VENDORS/OWNERS** as stipulated hereinafter.

AND WHEREAS the **PURCHASERS/DEVELOPERS** and the **VENDORS/OWNERS** have agreed that the total consideration shall be **Rs 1,25,55,000/- (Rupees One crore twenty five lakhs fifty five thousand only).**

The **VENDORS/OWNERS** hereby specifically agree that the **PURCHASERS/DEVELOPERS** shall be entitled to make optimum utilization of the FAR admissible to the **SAID PLOT** and to construct the areas as may be permitted to be constructed and that the **VENDORS/OWNERS** have no claim whatsoever as regards the same.

AND WHEREAS pursuant to the negotiations by and between the parties hereto, the **VENDORS/OWNERS** hereby agree to sell the **SAID PLOT** unto the **PURCHASERS/DEVELOPERS** and pending the completion of the sale of the **SAID PLOT** hereby permits the **PURCHASERS/DEVELOPERS** to develop and construct a building/s on the **SAID PLOT** for the consideration offered by the

PURCHASERS/DEVELOPERS which the **VENDORS/OWNERS** accepts freely.

AND WHEREAS the parties therefore have agreed to reduce the terms agreed upon in writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in pursuance of this Agreement, the **VENDORS/OWNERS** have agreed to sell unto the **PURCHASERS/DEVELOPERS** for the purpose of development of the **SAID PLOT** by constructing thereon residential building/s for sale on ownership basis to the prospective purchasers, the **SAID PLOT** admeasuring 558 square metres and is more particularly described in Schedule II and shown on the plan annexed hereto, the same being a portion of SAID PROPERTY described in Schedule I and in lieu thereof the **PURCHASERS/DEVELOPERS** have agreed to purchase the **SAID PLOT** for a total sum consideration of **Rs 1,25,55,000/- (Rupees One crore twenty five lakhs fifty five thousand only)** to be payable by the **PURCHASERS/DEVELOPERS** to the **VENDORS/OWNERS** in the following manner:-

i) A sum of **Rs 24,29,450/- (Rupees Twenty Four Lakhs Twenty Nine Thousand Four Hundred Fifty only)** paid vide cheque No 000774 drawn on Bank of Baroda, Ponda branch at the time of execution of the Agreement after deducting the applicable TDS of **Rs.1,25,550/-(Rupees One Lakh Twenty Five Thousand Five Hundred Fifty only)** which is 1% of the agreement value, as required as per the Income tax Act amounting in all to **Rs 25,55,000/- (Rupees twenty five lakhs fifty five thousand only)** the payment and receipt of which sum the **VENDORS/OWNERS** hereby admit and acknowledge to have

PURCHASERS/DEVELOPERS which the **VENDORS/OWNERS** accepts fresh.

AND WHEREAS the parties therefore have agreed to reduce the terms agreed upon in writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

I. That in pursuance of this Agreement, the **VENDORS/OWNERS** have agreed to sell unto the **PURCHASERS/DEVELOPERS** for the purpose of development of the **SAID PLOT** by constructing thereon residential building/s for sale on ownership basis to the prospective purchasers, the **SAID PLOT** admeasuring 555 square meters and is more particularly described in Schedule II hereunder shown on the plan annexed hereto, the same being a portion of SAID PROPERTY described in Schedule I and in lieu thereof the **PURCHASERS/DEVELOPERS** have agreed to purchase the **SAID PLOT** for a total sum consideration of **Rs 1,25,55,000/- (Rupees One crore twenty five lakhs fifty five thousand only)** to be payable by the **PURCHASERS/DEVELOPERS** to the **VENDORS/OWNERS** in the following manner:-

II. A sum of **Rs 24,29,450/- (Rupees Twenty Four lakhs Twenty Nine Thousand Four Hundred Fifty only)** paid vide cheque No 000274 drawn on Bank of Baroda, Ponda branch at the time of execution of the Agreement after deducting the applicable TDS of **Rs 1,25,550/-(Rupees One Lakh Twenty Five Thousand Five Hundred Fifty only)** which is 1% of the agreement value, as required as per the Income tax Act amounting in all to **Rs 25,55,000/- (Rupees twenty Five lakhs fifty five thousand only)** the payment and receipt of which sum the **VENDORS/OWNERS** hereby admit and acknowledge in these

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received and discharge the **PURCHASERS/DEVELOPERS** of the same and every part thereof.

ii) A sum of Rs 25,00,000/- (Rupees Twenty five lakhs only) to be paid within four months from the date of execution of this Agreement.

iii) A sum of Rs 25,00,000/- (Rupees Twenty five lakhs only) to be paid within seven months from the date of execution of this Agreement.

iv) A sum of Rs 25,00,000/- (Rupees Twenty five lakhs only) to be paid within ten months from the date of execution of this Agreement.

v) And the balance consideration of Rs 25,00,000/- (Rupees Twenty five lakhs only) shall be paid by the **PURCHASERS/DEVELOPERS** to the **VENDORS/OWNERS** within thirteen months from the date of execution of this Agreement only upon which a suitable Deed of Sale will be executed by the **VENDORS/OWNERS** with respect to the SAID PLOT.

2. That the **VENDORS/OWNERS** have specifically declared to the **PURCHASERS/DEVELOPERS,** with respect to the **SAID PLOT** as under :

a) That the **VENDORS/OWNERS** are the absolute and lawful owners in possession, occupation and enjoyment of the **SAID PLOT** and no person other than the **VENDORS/OWNERS** has any right, share or interest on the **SAID PLOT.**

b) That there are no encumbrances or charges of any kind whatsoever on the **SAID PLOT.**

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c) That there are no claims against the **SAID PLOT** by any Mundcar under the Goa, Daman & Diu Mundcars (Protection from Eviction) Control Act, or by any tenant under the Goa, Daman & Diu Agricultural Tenancy Act;

d) That the **VENDORS/OWNERS** have not entered into any Agreement for Sale, Agreement for Development, or MOU with any other person/s in respect to the **SAID PLOT**;

e) That the **SAID PLOT** is neither subject to any lien or attachment by the Government or by any Bank or Financial Institution nor forming the subject matter of any Land Acquisition of any kind whatsoever.

f) That there are no legal impediments whatsoever for the **PURCHASERS/DEVELOPERS** to enter into the present transaction with the **VENDORS/OWNERS**.

g) That there are no dues or any other liability outstanding in respect of the **SAID PLOT**.

h) That no person has any right of access through the **SAID PLOT** or part thereof nor does any access public or private exist through the same.

i) That the **VENDORS/OWNERS** do hereby agree to indemnify and keep indemnified the **PURCHASERS/DEVELOPERS** against any defect in title, to the **SAID PLOT** resulting in the development work of the **PURCHASERS/DEVELOPERS** getting suspended or coming to a standstill. In eventuality of defect in title, the **VENDORS/OWNERS** undertake to remove any defect in the title, within a period of three months and in case of failure, to compensate the **PURCHASERS/DEVELOPERS,** to the extent of the loss suffered by the **PURCHASERS/DEVELOPERS** on account of the investment of the amount, interest of the material

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at site, idling of labour/personnel etc. commencing on the expiry of the three months mentioned above and in case the **PURCHASERS/DEVELOPERS** opt to rescind the Agreement, then as per the terms that may be agreed upon between the parties.

j) That the **SAID PLOT** is under Settlement Zone and does not fall under any Zone prohibited for Development.

3. The **PURCHASERS/DEVELOPERS** shall not be required to pay any further amount, other than that set out in the present Agreement.

4. The **PURCHASERS/DEVELOPERS** during the progress of construction shall be entitled to enter into any Agreement/s for Sale or otherwise in respect to the Apartments to be constructed on the **"SAID PLOT"** and the **VENDORS/OWNERS** shall execute such Agreements as a Confirming Party to confirm the transaction and delivery of the Apartments complete in all respects in terms agreed upon in such Agreements.

5. The **VENDORS/OWNERS** do hereby nominate constitute and appoint the **PURCHASERS/DEVELOPERS** to develop the **SAID PLOT** more particularly described in Schedule II at its own cost and expenses by constructing residential building/s thereon as per the plans/ specifications that will be approved by the Municipal Corporation, Planning and Development Authority, Town and Country Planning Department, RERA Authorities or other concerned authorities or as per the plans which may be revised by the **PURCHASERS/DEVELOPERS** as per its requirements.

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6. The **VENDORS/OWNERS** hereby permit the **PURCHASERS/DEVELOPERS** at their own costs , efforts and expenses, to do all planning, construction, development of the **SAID PLOT** and to appoint/ remove Architect, Structural Engineer, Elevation Architect, Model Maker, Licensed Site Engineer, Licensed Plumbing Contractor, Electrical Contractor, Clerk, Geologist, Civil Contractor, Labour Contractor etc and/or appoint agencies for effective planning the project, layout and to prepare, amend and put up the plans and obtain necessary approval/ sanction of the Plan/s, layouts from the Town and Country Planning Department, Municipal Council, PDA Authorities, Village Panchayat, local State or Central and/or any other concerned authorities and to get the same revised from time to time and to execute , carry out and complete the work of construction and development of the said building/s and also to appoint agencies for maintenance and betterment of the **SAID PLOT** in all respects.

7. It is clearly agreed and understood that the entire construction on the **SAID PLOT** shall be carried out by the **PURCHASERS/DEVELOPERS** at their own costs and that the **PURCHASERS/DEVELOPERS** shall be fully responsible for all aspects in respect to the construction of the Apartments with no liability whatsoever to the **VENDORS/OWNERS.** The **PURCHASERS/DEVELOPERS** shall also be fully responsible for any liability arising out of sale of Apartments to any Third Parties.

8. Pending the execution of the Sale Deed the **VENDORS/OWNERS** have granted permission to the **PURCHASERS/DEVELOPERS** to enter upon the **SAID PLOT** and to carry on the work of development, cleaning and clearing of the **SAID PLOT** as well as the work of starting of the construction of the said proposed building/s in the SAID PLOT.

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9. The **PURCHASERS/DEVELOPERS** shall not be required to take any further permission or consent of the **VENDORS/OWNERS** to carry out the completion of the said building/s on the **SAID PLOT.**

10. The **PURCHASERS/DEVELOPERS** is hereby authorized to make necessary application and obtain at its cost and expenses electricity connection, water connection from the competent authorities in the **SAID PLOT** to facilitate the carrying on the work of development and construction in the **SAID PLOT**.

11. It has however been clearly agreed and understood that the **VENDORS/OWNERS** shall co-operate with the **PURCHASERS/DEVELOPERS** in all matters pertaining to the construction and shall sign applications, plans, documents etc., as may be required to be submitted to the competent Authorities, Municipal Authorities, RERA Authorities Government of Goa, including any Affidavit or Declaration as may be necessary, within a reasonable time not exceeding three days from the receipt of such application/ document from the **PURCHASERS/ DEVELOPERS.**

12. The **VENDORS/OWNERS** shall also co-operate and sign and execute all applications and documents required for the formation of the SOCIETY/ ENTITY/ GENERAL SOCIETY as may be decided by the **PURCHASERS/DEVELOPERS** in their capacity as a CHIEF PROMOTER.

13. It is hereby specifically agreed and consented to by the **VENDORS/OWNERS** that the **PURCHASERS/DEVELOPERS** shall be entitled, to make such variations and alterations in the Building plans or in the layout/ elevation of the building/s including relocating the open spaces/structures/ building/s/

9. The **PURCHASERS/DEVELOPERS** shall not be required to take any further permission or consent of the **VENDORS/OWNERS** to carry out the completion of the said building/s on the **SAID PLOT**.

10. The **PURCHASERS/DEVELOPERS** is hereby authorised to make necessary applications and obtain at his own and expenses absolutely ordained, water connection from the concerned authorities in the **SAID PLOT** to facilitate the carrying on the work of development and construction in the **SAID PLOT**

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It has however been clearly agreed and understood that the **VENDORS/OWNERS** shall co-operate with the **PURCHASERS/DEVELOPERS** in all matters pertaining to the construction and shall sign applications, plans, documents etc., as may be required to be submitted to the competent Authorities Municipal Authorities, RERA Authorities Government of Goa, including any Affidavit or Declaration as may be necessary within a reasonable time not exceeding three days from the receipt of such application/ document from the **PURCHASERS/ DEVELOPERS**.

12. The **VENDORS/OWNERS** shall also co-operate and sign and execute all applications and documents required for the formation of the SOCIETY/ ENTITY/ GENERAL SOCIETY as may be decided by the **PURCHASERS/DEVELOPERS** in their capacity as a CHIEF PROMOTER

13. It is hereby specifically agreed and contended by the **VENDORS/OWNERS** that the **PURCHASERS/DEVELOPERS** shall be entitled to make such variations and alterations in the Building plans or in the layout/ elevation of the building/s including relocating the open spaces/amenities/ building/s/

garden spaces and/or varying the location of the access to the building/s, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the building/s on the **SAID PLOT** before getting the Occupancy Certificate. It is further agreed and deemed to have been explicitly consented to by the **VENDORS/ OWNERS** that the **PURCHASERS/DEVELOPERS** shall be entitled to amalgamate the **SAID PLOT** with one or more adjoining Properties and also to grant or to obtain access or right of way to or from such adjoining properties, if any , as also to grant an access to any adjoining properties and if required for the ultimate beneficial enjoyment of the **SAID PLOT** by the diverse Purchasers of Apartments therein including the **VENDORS/OWNERS** herein and the **VENDORS/OWNERS** are deemed to have consented to the same.

The **VENDORS/OWNERS** hereby give their express consent to the above and it shall be considered as consent in writing of the **VENDORS/OWNERS** as required under the law. It is however agreed and understood that the **PURCHASERS/ DEVELOPERS** shall obtain the consent of the **VENDORS/OWNERS** for major variations in the plans.

14. All plans for the **SCHEME OF DEVELOPMENT** of the building/s are to be prepared for approval(s)/ construction license(s) on the basis of the Survey plans of the **SAID PLOT** and areas mentioned therein, and the **PURCHASERS/DEVELOPERS** are expressly entitled to revise the plans/ approval(s)/ construction license(s) based on actual site conditions, which shall be construed as final for all purposes.

15. The **PURCHASERS/DEVELOPERS** shall do and complete construction of the building/s to be constructed on the **SAID PLOT** as per the plans to be approved, subsequently revised, approvals, licenses obtained from the various authorities/departments concerned for the said construction/development in the **SAID PLOT**. The finalization of the plan or the revised plan of the proposed building/s in the **SAID PLOT** shall be at the sole discretion of the **PURCHASERS/DEVELOPERS** and no consent/permission/accord of the **VENDORS/OWNERS** will be required.

16. The **VENDORS/OWNERS** shall at no point of time shall obstruct/block the **PURCHASERS/DEVELOPERS** their representatives, agents, employees, servants and their vehicles from having access from the main road to the **SAID PLOT**.

17. The **VENDORS/OWNERS** covenant with the **PURCHASERS/DEVELOPERS** that incase the work of development/construction is stopped or hindered/obstructed by any third party due to any reason attributable to the **VENDORS/OWNERS** than the **VENDORS/OWNERS** shall stand by and support the **PURCHASERS/DEVELOPERS** in the matter of all such claims arising there from.

18. The **VENDORS/OWNERS** have vide the Clauses below conferred on the **PURCHASERS/DEVELOPERS** Irrevocable Powers and constituted the **PURCHASERS/DEVELOPERS**, and their Partners namely **SHRI SANDEEP KAMAT** and/or **SHRI RAJESH SHETYE and/or MRS. ROOPALI P. P. LAWANDE**, authorizing the **PURCHASERS/DEVELOPERS**

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and/or their Partners to perform all the lawful acts, deeds, things and matters more particularly stated herein below:-

i) To sign and execute all papers , plans applications and other documents for the obtaining of the Permission/License/ N.O.C. from the competent Authorities for the carrying of the construction on the **SAID PLOT**.

ii) To apply for and obtain all Permissions/Licenses/N.O.C.'s that may be required from the Collector of North Goa, the Addl.Collector, the Dy.Collector, the Mamlatdar, Forest Department, RERA Authorities, Fire Department, Electricity Department, P.W.D, The Town & Country Planning Department, the Planning & Development Authority, Ponda Municipal Council and from any other Authority or Department for the carrying of the construction activity on the **SAID PLOT**.

iii) To apply for the renewals ., revisions of the Permissions, N.O.C.'s Licenses already obtained in respect to the construction on the **SAID PLOT** .

iv) To apply for the water supply connection, connection for electricity supply for the construction on the **SAID PLOT**

v) To negotiate and finalize sale price in respect of any constructed premises in the building/s in the **SAID PLOT** and to receive the payment of consideration price in respect thereof.

vi) To sign execute and present any Agreement for Sale, Agreement for Assignment of Rights, Deed of Rectification, Deed of Ratification or any Deed or document in connection with the construction on the **SAID PLOT** of constructed premises in favour of Prospective Purchasers and get them registered before the Sub-Registrar of Ponda and to admit execution thereof and

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to complete the process of Registration of such Agreement/s under the Indian Registration Act.

vii) To represent us before the the Mamlatdar for Mutation, RERA Authorities, Forest Department, Town and Country Planning Department, PDA Authority, Electricity Department, Public Works Department and any other Government Department, Semi-Government Department, Authority and/or Body as also all Courts, Civil, Criminal and Revenue in connection with any matter concerning the **SAID PLOT**.

viii) To file proceedings in a competent court of law such as Civil Suits, Criminal Cases or any other proceedings against any third party causing obstruction/hindrance/delays or stoppage of work of development and construction in the **SAID PLOT**, to appoint Advocate or Advocates to sign Vakalatnama forms, to sign verify and execute Affidavits, Petitions, Plaints, Written Statements or any other proceedings that may be filed in any court of law or to defend any proceedings that may be filed by any third parties, to depose on oath, give evidence as also to compromise and settle such proceedings in respect to the development and construction activity in the **SAID PLOT**.

19. The **VENDORS/OWNERS** hereby agree to give a No- Objection Certificate to prospective purchasers for agreeing to Mortgage their constructed premises as Security for loan/finance pending the execution of the Deed of Sale provided that the **VENDORS/OWNERS** shall not be liable in any manner whatsoever for repayment of such loan/finance either by way of the principal sum or interest in any manner whatsoever in respect of all such loan or loans.

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20. The parties hereto agree that during the subsistence of this Agreement the **PURCHASERS/DEVELOPERS** shall be in occupation and possession of the **SAID PLOT** and that the **VENDORS/OWNERS** shall neither obstruct the **PURCHASERS/DEVELOPERS** nor interfere with the proposed construction or any part of the construction to be built by the **PURCHASERS/DEVELOPERS**.

21. The parties hereto also agree that in the event of any breach of the terms and conditions contained herein and on the part of the **VENDORS/OWNERS** to be observed and performed, than the **PURCHASERS/DEVELOPERS** shall be entitled to the specific performance of this Agreement by the **VENDORS/OWNERS** and the **PURCHASERS/DEVELOPERS** shall be entitled to claim reasonable compensation for damage caused due to non-performance of any of the terms and conditions of this Agreement and similarly in the event of breach of terms and conditions herein contained and on the part of the **PURCHASERS/DEVELOPERS** to be observed and performed, the **VENDORS/OWNERS** shall be entitled to claim from the **PURCHASERS/DEVELOPERS** reasonable compensation for the damage caused due to the breach of any of the terms and conditions on its part to be observed and performed.

22. It is mutually agreed that the respective addresses for communication/correspondence of all the parties shall be as mentioned below and that communications/correspondence addressed to the said addresses by Registered Post shall be deemed to be sufficient communications to the respective parties.

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VENDORS/OWNERS address for communication under this Agreement, shall be as under:
Flat No. F-1, Ganesh Prasad building, Khadapaband, Ponda, Goa 403401

PURCHASERS/DEVELOPERS address for communication under this Agreement, shall be as under:
Office No. E2, Mitasu Manor, Near Zonal agricultural office, Sadar, Ponda, Goa.

23. This Agreement shall supercede all previous arrangement or understanding between the parties.

24. This Agreement subject to stipulations contained herein shall be governed by the Provisions of the Specific Relief Act 1963.

25. This agreement is valued at **Rs 1,25,55,000/- (Rupees One crore twenty five lakhs fifty five thousand only)** and accordingly stamp duty of **Rs 3,64,200/- (Rupees three lakhs sixty four thousand two hundred only)** is paid thereon.

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SCHEDULE I ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERY)

All that Property known as "BORODO" situated within the limits of the Ponda Municipal Council, District South Goa, State of Goa, not described in the Land Registration office but enrolled in Taluka Revenue office under No. 829 for the purpose of matriz predial and surveyed under no. 191/3 of Ponda Village and the same being bounded on or towards the :

REGISTRAR OF PONDA

EAST : By Mata Nacional (Govt. Forest)

WEST: By Property of Joao Manuel Dias and road which leads to Margao

NORTH: By Property of Carma Maria Libenata Aguair

SOUTH: By Property of Joao Aguair

SCHEDULE II ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PLOT)

ALL THAT PLOT No. 4 admeasuring 558 sq. mts. which is a part of the SAID PROPERTY known as "BORODO" situated within the limits of the Ponda Municipal Council, District South Goa, State of Goa, not described in the Land Registration office but enrolled in Taluka Revenue Office under No. 829 for the purpose of matriz predial and surveyed under no. 191/3-L of Ponda Village and the SAID PLOT is bounded as under:-

EAST : By Plot No 5 of the same property

WEST: By Plot No 3 of the same property

NORTH: By remaining part of the same property

SOUTH: By 6.00 mtrs wide access road

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IN WITNESS WHEREOF the Parties hereto have set hands on the day and year first herein above mentioned.

SIGNED AND DELIVERED BY THE
withinnamed **VENDORS/OWNERS**
MR. ARVIND VISHWANATH DHAIMODKAR
alias **MR. ARVIND VISHWANATH NAIK DHAIMODKAR**

For self and as Attorney for
MRS. VAISHALI ARVIND DHAIMODKAR
alias VAISHALI ARVIND NAIK DHAIMODKAR)
Authorized to sign vide Power of Attorney
dated 6.2.2020
of the **FIRST PART**

1.....

2.....

3.....

4.....

5.....

1.....

2.....

3.....

4.....

5.....

SIGNED AND DELIVERED BY
THE withinnamed **PURCHASERS/**
DEVELOPERS M/S MAHALAXMI DEVELOPERS
represented herein by its partner

MR. SANDEEP YESHWANT KAMAT
Authorized to sign vide Power of Attorney
dated 21.3.2017
of the **SECOND PART**

1..... 1.....

2..... 2.....

3..... 3.....

4..... 4.....

5..... 5.....

IN THE PRESENCE OF :

1 Soniya V. Salgaonkar
Mardol - Ponda - Goa

2 Balchandra Khandeparkar
Ponda - Goa

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GOVERNMENT OF GOA

Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
PONDA - GOA

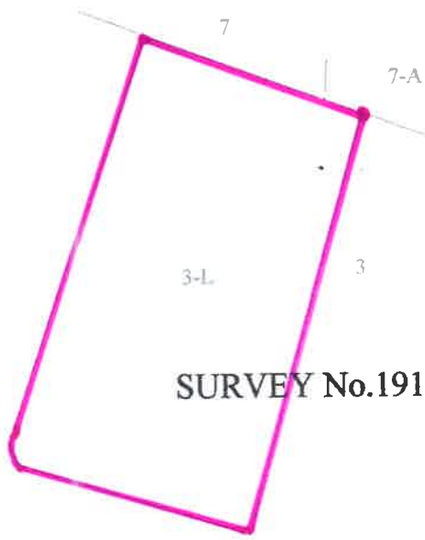
Tokan No. 219 -3922

N

Plan Showing plots situated at

Village : PONDA
Taluka : PONDA
Survey No./Subdivision No. : 191/3-L
Scale :1:500

(A A. MATONDKAR)
Inspector of Survey & Land Records
Ponda-Goa



Generated By : Disha D Bandecar
On : 07-10-2019

Compared By:Digvita Kerkar

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Government of Goa

Document Registration Summary 2

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

Print Date & Time : - **28-Feb-2020 11:02:36 am**

Document Serial Number :- **2020-PON-286**

Presented at **11:02:55 am** on **28-Feb-2020** in the office of the **Office of the Civil Registrar-cum-Sub Registrar, Ponda** along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	364100
2	Registration Fee	439430
3	Processing Fee	760
	Total	**804290**

Stamp Duty Required :**364100** Stamp Duty Paid : **364100**

REGISTRAR OF PONDA

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	**Sandeep Yeshwant Kamat** ,S/o - D/o **Yeshwant Kamat** **Age:** 50, **Marital Status:** ,**Gender:**Male,**Occupation:** Business, **Address1 -** Flat No.E-2, Mitasu Manor , Near Zonal Agricultural Office, Sadar Ponda, **Address2 -** ,. **PAN No.:** AFMPK7925D			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	**Sandeep Yeshwant Kamat** ,S/o - D/o **Yeshwant Kamat** **Age:** 50, **Marital Status:** Married ,**Gender:**Male,**Occupation:** Business, **Address1 -** Flat No E-2, Mitasu Manor, Near Zonal Agricultural Office, Sadar,Ponda, **Address2 -** Panaji, **PAN No.:** AFMPK7925D			
2	**Sandeep Yeshwant Kamat** ,S/o - D/o **Yeshwant Kamat** **Age:** 50, **Marital Status:** ,**Gender:**Male,**Occupation:** Business, **Address1 -** Flat No.E-2, Mitasu Manor , Near Zonal Agricultural Office, Sadar Ponda, **Address2 -** , **PAN No.:** AFMPK7925D			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	**Arvind Vishwanath Dhaimodkar Alias Arvind Vishwanath Naik Dhaimodkar** ,S/o - D/o **Vishwanath Dhaimodkar** **Age:** 56, **Marital Status:** Married ,**Gender:**Male,**Occupation:** Business, **Address1 -** F-1, Ganesh Prasad, Building Khadpabandh Ponda, **Address2 -** , **PAN No.:** ADPPD9071J			
4	**Arvind Vishwanath Dhaimodkar Alias Arvind Vishwanth Naik Dhaimodkar** ,S/o - D/o **Vishwanath Dhaimodkar** **Age:** 56, **Marital Status:** ,**Gender:**Male,**Occupation:** Business, **Address1 -** F-1, Ganesh Prasad Building, Khadpabandh Ponda, **Address2 -** , **PAN No.:** ADPPD9071J			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	**Balchandra Shantaram Khandeparcar, 65 ,1954-12-28 ,8407950946 , ,Service , Marital status : Married** 403401, House No.331, House No.331, Kadsal Khandepar Ponda Ponda, Ponda, SouthGoa, Goa			
2	**Soniya Vijay Salgaonkar, 36 ,1983-08-28 ,9823702064 , ,Service , Marital status : Married** 403404, 370, 370, Simepaine Mardol Ponda Goa Ponda, Ponda, SouthGoa, Goa			

Sub Registrar

SUB - REGISTRAR PONDA

Document Serial No:-2020-PON-286

Book :- 1 Document Registration Number :- **PON-1-278-2020** Date : 28-Feb-2020

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

SUB - REGISTRAR
PONDA

REGISTRAR OF PONDA

THE SEAL OF THE SUB-REG.
PONDA

CERTIFIED TO BE TRUE COPY OF THE ORIGINAL

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

गोवा GOA 837311

Sr. No. 22280 Place of Issue PONDA Date of issue 05/2/2020

Value of Stamp Paper Rs. 100/-

Name of the Purchaser Arvind Dhaimodkar

Residing at Ponda Goa

As there is no one single stamp paper of the value of Rs. .....

Additional Stamp Paper for the completion of the value is attached along with

Signature of The Vendor

Lic. No. AC/STP/VEN/07/2015 DT. 11/12/2015

Signature of the Purchaser

GENERAL POWER OF ATTORNEY

KNOW ALL MEN TO WHOM THESE PRESENTS SHALL COME, THAT I

MRS. VAISHALI ARVIND DHAIMODKAR alias VAISHALI ARVIND NAIK DHAIMODKAR, daughter of Shripad Keshav

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PONDA

GOVT. OF GOA

Velingkar, wife of Arvind Dhaimodkar, aged 50 years, married, service, Indian National holding PAN CARD NO ADOOD9070K, Aadhar Card No 7645 1047 2191, residing at Flat No F-1, Ganesh Prasad building, Khadapaband, Ponda Goa 403401 DO HEREBY CONSTITUTE, NOMINATE AND APPOINT my husband **MR. ARVIND VISHWANATH DHAIMODKAR** alias **MR. ARVIND VISHWANATH NAIK DHAIMODKAR,** son of Mr. Vishwanath Dhaimodkar, aged 56 years, married, businessman, holding PAN CARD NO ADPPD9071J, Aadhar Card No 8183 6610 5105 residing at Flat No F-1, Ganesh Prasad building, Khadapaband, Ponda Goa 403401 to be my true and lawful attorney in my name and on my behalf.

WHEREAS due to personal difficulties I am unable to do various acts, deeds, things and matters connected with purchase or sale of the immovable properties in the State of Goa so also to purchase and sell any immovable property/properties in the State of Goa wherein I have legal right being the heir by virtue of the Communion of law of Assets as applicable to the State of Goa and to do all such acts, deeds, things and matters connected with the purchase and sale of immovable properties as such I have constituted my husband **MR. ARVIND VISHWANATH DHAIMODKAR** alias **MR. ARVIND VISHWANATH NAIK DHAIMODKAR** as my duly constituted ATTORNEY TO ACT ON MY BEHALF AND TO CONFER UPON HIM THE FOLLOWING POWERS:-

1. To carry on correspondence with and/or to make applications, petitions and representations to and/or to appear and represent me before the appropriate and competent authorities such as Municipal Councils, Planning & Development Authority, Town & Country Planning Department, RERA Authorities, Health Department, Land Survey Department, Archeological Department, Forest Department, Fire Department, Electricity

Department, Irrigation Department, Sewage Department, Environment Authority, Water Supply Department, Pollution Control Board Police Department and all Government Authorities and local or Public bodies or authorities and any other Appropriate or Competent Authorities in all the matters connected with the purchase and sale of immovable properties in the State of Goa including construction work to be carried on and for that purposes to do and to execute all acts, deeds, matters and things as may be necessary or require to be done.

2. To sign and submit to the Planning & Development Authority, Town and Country Planning Department, RERA Authorities, Health Department, Water Supply Department, Electricity Department, Forest Department, Fire Department, Irrigation Department, Sewage Department, Pollution Control Board, Government Authorities and local or public bodies or authorities and all other authorities concerned, plans, elevations, sections, specifications and designs for the construction of building/s and structures to be erected on account of purchase/sale of immovable property/ies and to have the same passed, sanctioned and to obtain necessary permissions from the authorities and/or to apply for the modifications alterations and/or changes therein and/or revalidation of plans permissions and licenses through Architects and Engineers appointed for the purposes by the said attorney and to do all acts, deeds, matters, and things as may be required and to perform the work comfortably in all respect with the provisions of all laws, statutes, bye-laws, Rules and Regulations and Orders of Town and Country Planning Department, Planning & Development Authority, RERA Authority, Government Authorities and Local and Public bodies or authorities having authority in their behalf.

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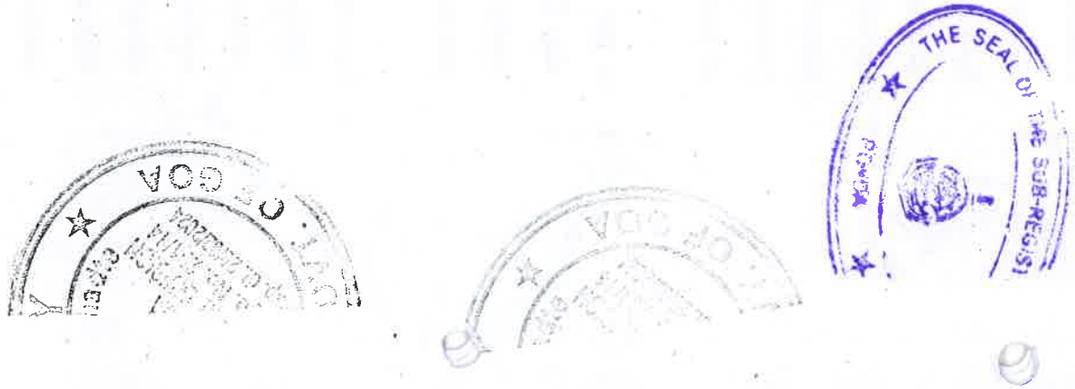
GOVT. OF GOA

GOVT. OF GOA

3. To obtain Conversion Sanad, Construction License, Development permission from PDA/ Town and Country Planning Department, approval from RERA Authorities, NOC from Health, NOC from PWD, NOC from Water Department, NOC from Electricity Department, etc and all other necessary permissions from the **Concerned Collector, Dy Collector, Mamlatdar,** Panchayat/ Municipality, Health, Electricity, Irrigation and Water Supply Authority/ies and any other authority as may be necessary for obtaining Construction license for the construction of the building/s on account of purchase/sale of immovable property/ies, approval of plans/revised plans, drawings of the building/s, including rectification/alteration/ modification in the construction plans from the concerned competent authorities, obtaining Completion/Occupancy Certificate, Water and Electricity connection and house tax records in respect of the Constructed premises or premises to be constructed on account of purchase/sale of immovable property/ies in the State of Goa

4. To get approval from any other Authority that may be specified by the Government/Authority for starting the construction work, to carry out the construction and get the same completed on account of purchase/sale of immovable property/ies.

5. To make and sign applications to the appropriate Government (State and Central) Departments, Local Authorities or other competent authorities for all and any licenses, permissions, consents, approvals, no objection certificates, sanads and clearances (including conversion) required by any Central or State Legislation for time being in force and/or under any order statute instruments regulations by-laws or otherwise in connection with the construction and development on account of purchase/sale of immovable property/ies and to discharge



and pay such fees, charges, deposits and securities that may be payable in respect thereof and for that purpose to execute indemnities, undertakings, Agreements and writings as may be required to be given to various authorities concerned or any Central or State legislation for time being in force as may be necessary and also to file any appeals against or apply for **Revision or Review of any orders** which may be passed in that behalf.

6. To finalize the Sale price in respect of purchase/sale of any immovable property/ies in the State of Goa as well as my inherited undivided right/ share in property/ies and to receive the payment of consideration price in respect thereof either in part or in full or by way of allotment of premises in any Project to be constructed on the Properties purchased/sold and for that purpose to sign and execute any Memorandum of Understanding, Agreement, Agreement for Sale Cum Development, Agreement for Sale, Assignment of Rights, Deed of Sale, Exchange Deed, Conveyance Deed, Partition Deed, Gift Deed, Deed of Rectification/Ratification, Deed of Addendum either with the Attorney himself or any other third party which the Attorney deems fit and to present them for registration and get them registered before any concerned Sub-Registrar in the State of Goa and to admit execution thereof as well as to admit the receipt of consideration and to complete the process of registration of such documents mentioned above and also to sign and execute Sale Deed in favour of the Entity/Society/General Society in respect of my undivided proportionate share in the land and present the document for registration before the concerned Sub-Registrar and to admit execution thereof.

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7. To do all acts as may be reasonably and lawfully required for facilitating development, conversion, amalgamation, demarcation, construction on account of purchase/sale of immovable property/ies.

8. To file proceedings in a competent Court of Law such as Civil Suits, Criminal Cases or any other proceedings against any third party causing obstruction/ hindrance/delays or stoppage of work of development and construction arising on account of purchase/sale of immovable property/ies, to appoint advocate or advocates and to terminate the appointment of any advocate and to appoint a fresh advocate, to sign Vakalatnama forms, to sign and verify plaint/s, petition/s to execute affidavit/s, written statement/s, application/s, review application/s, appeal/s objection/s, cross objection/s, submission/s, to depose on oath, writ/s or any other proceedings that may be filed in any court of law or to defend any proceedings that may be filed by any third party/ies, to give evidence as also to compromise and settle such proceedings in respect to construction activity or any other matter concerning the purchase/sale of immovable property/ies in the State of Goa irrespective of the forum of the Court.

9. To appoint Architects, Engineers, RCC Consultants, Supervisors, Workmen, Advocates and other persons as may be desired in connection with purchase/sale of immovable property/ies in the State of Goa on such terms and conditions including payment to them of fees or remuneration as the said Attorney may deem fit.

10. To apply to the Electricity Department for obtaining temporary Electricity Connection for construction purpose and after completion of construction to obtain permanent electric as well as water and Sewage connection for the same and also to apply

with the Electricity Department for obtaining electric connection to be given to the individual prospective purchasers.

11. To apply to the Telecommunication Department to seek new Telephone connections or any other matter with the said Department.

12. To engage Contractors, Sub-Contractors, labourers, Professionals and other workers on account of purchase/sale of immovable property/ies in the State of Goa and also to demolish the existing structures standing on theron.

13. To sign, file and execute any application/s, form/s petition/s, Memorandum for formation of Co-operative Housing Society or Association of Persons or Maintenance Society etc of buyers of various premises of the building to be constructed on account of purchase/sale of immovable property/ies in the State of Goa and also to act as a Chief Promoter/ Committee Member and to issue No objection Certificate in connection therewith and to do all acts required for formation of such entity and to transfer the immovable property/ies in the name of such Society or entity by executing necessary Conveyance Deed and to present such document with the Concerned Sub-Registrar for registration and to admit execution thereof.

14. To give/issue NOC to any Bank/s, Financial Institution/s, Credit Society/s, to execute Deed of Mortgage etc inorder to mortgage any immovable property/ies and also to prospective Purchaser/s who may need the same to grant/ obtain necessary finance/loan for the purpose of purchase of any premises to be constructed/duly constructed on account of purchase/sale of immovable property/ies and to give necessary undertaking to the Bank/s, financial institution/s, credit society/s in connection

thereof and for the purpose of purchase by the Prospective purchaser of the proposed premises to be constructed/duly constructed without any financial implications/responsibility whatsoever.

15. To act as a CONFIRMING PARTY in any Agreement for Sale, **Agreement for Assignment of Rights,** Memorandum of Understanding, Deed of Sale, Deed of Partition, Deed of Addendum, Deed of Rectification, Deed of Ratification, any other Agreement/ document wherein any of the Co-owners of the property/ies purchased/sod intends to sell their undivided right to the Attorney or any third party and for that purpose to sign, execute and deliver any Agreement for Sale, Agreement for Assignment of Rights, Memorandum of Understanding, Deed of Sale, Deed of Addendum, Deed of Rectification, Deed of Ratification, or any other Agreement/ document which the attorney shall consider necessary and to present the said Agreement for Sale, Agreement for Assignment of Rights, Memorandum of Understanding, Deed of Sale, Deed of Partition, Deed of Addendum, Deed of Rectification, Deed of Ratification, or any other Agreement/ document for registration through the Attorney and to admit execution thereof before the Sub-Registrar and to do all acts, things and deeds which the said attorney shall deem necessary in that regard.

16. To appear before banks, and financial institutions for obtaining Housing loan, Mortgage loan, Renovation loan or any other loan with regards to any immovable property/ies in my name or in the joint names and for that purpose to execute any Agreement, Deed of Mortgage, Deed of Gaurantee, and all other loan documents papers, documents of equitable Mortgage by deposit of title deeds and to offer the immovable property as a Security for the said loan amount.

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17. To delegate or sub-delegate any or all powers conferred by me on my said attorney by virtue of present powers of Attorney or such other additional powers as my Attorney deems fit and proper though not conferred by this Power of Attorney.

AND GENERALLY to do or execute or perform all lawful deeds or **things or matters for all or any of the purposes** aforesaid and for giving full and final effect to the powers hereinabove conferred in relation to the purchase and sale of immovable properties in the State of Goa

AND I do hereby ratify and confirm that all acts, deeds and things done by my said attorney/s and the same shall be deemed to have been acts, deeds and things done by me personally and I undertake to ratify and confirm all and whatsoever that my said attorney/s shall do or purport to do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF I the undersigned have hereunto set and subscribed my hands to this presents on 6th day of February Two Thousand Twenty.

SIGNED AND DELIVERED BY

MRS. VAISHALI ARVIND DHAIMODKAR alias

VAISHALI ARVIND NAIK DHAIMODKAR

ACCEPTED BY ME:-

MR. ARVIND VISHWANATH DHAIMODKAR alias

MR. ARVIND VISHWANATH NAIK DHAIMODKAR

SIGNATURE OF P.O.A HOLDER

IN THE PRESENCE OF WITNESSES:

1..Soniya.....V.....Salgaonkar

2.....

This Affidavit/ID document is executed before me and I attest its execution

ADV. RAKSHA R. PHADTE
NOTARY PONDA
STATE OF GOA

Ponda Civil Court Complex,
Ponda, Goa.

Place: Ponda, Goa

Date: 06/02/2020 Reg. No. 719/2020.

NOTARIAL NOTARIAL NOTARIAL

NOTARIAL NOTARIAL NOTARIAL

ADV. RAKSHA H. PHADTE
NOTARY PONDA
STATE OF GOA
INDIA

Ponda Centre,

Place: Ponda, Goa.
Date 10/02/2020 Reg. No. 7218/2020.

THE SEAL OF THE SUB-R
PONDA

CERTIFIED TO BE TRUE COPY
OF THE ORIGINAL

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

गोवा GOA

418839

Serial No. 4334 Place: MARGAO. Date 12/2/17

Value of Stamp Paper : Five hundred

Name of Purchaser Anand Dhaimodkar

Residence _____ Father's Name. _____

Purpose _____ Transacting Parties } _____

Sign Stamp Vendor
CAMILO FRANCIS TREVOR BRAZ
Licence No. JUD/STP/2/99/SALCETE

Signature of Purchaser

NOTARY
GEETA P. KANTAK
Reg. No. 320/14
MARGAO-BORDA
GOA
EXPIRY DATE
STATE OF GOA
GOVT. OF GOA (INDIA)

NOTARY
Adv. Raksha H. Phadte
PONDA
JUDICIAL DIVISION
Regd. No. 291/14
Exp. dt. 28/02/2024
GOVT. OF GOA

POWER OF ATTORNEY

KNOWN ALL MEN TO WHOM THIS PRESENTS SHALL COME, THAT WE, the Partners of "MAHALAXMI DEVELOPERS" namely:-

(1) MR. ARVIND VISHWANATH DHAIMODKAR, son of Mr. Vishwanath Dhaimodkar, aged 53 years, married, businessman, residing at Flat no.F-1, Ganesh Prasad Building, Khadpaband, Ponda, Goa;

(2) MR. RAJESH RAMESH SHETYE, son of Late Mr. Ramesh V. Shetye, aged 42 years, married, businessman, residing at Plot No.20, "Anandi", near Cottage Hospital, Chicalim, Vasco-da-Gama, Goa;

(3) MRS. ROOPALI P. P. LAWANDE, wife of Mr. Prakash S. P. Lawande aged 39 years, housewife, residing at Flat No. B- 102, Mitasu Manor, Sadar, Ponda, Goa;

(4) MR. SANDEEP YESHWANT KAMAT, son of Mr. Yeshwant V. Kamat, aged 45 years, businessman, residing at H. No. 269/C, Aquem- Baixo, Navelim, Salcete, Goa; HEREBY SEND GREETINGS

All are Indian Nationals.

WHEREAS We the partners of " MAHALAXMI DEVELOPERS", a Partnership firm having its registered office at flat No. E2, Mitasu Manor, near zonal agricultural office, Sadar, Ponda, Goa, having come to the conclusion among ourselves that the partners namely MR. ARVIND VISHWANATH DHAIMODKAR, MR. RAJESH RAMESH SHETYE, MRS. ROOPALI P. P. LAWANDE and MR. SANDEEP YESHWANT KAMAT, being preoccupied in their work and other commitments, will be unable to look after or manage the necessary day to day work of our above firm in persons, as such, we the partners of " MAHALAXAMI DEVELOPERS", hereby appoint, nominate, and constitute jointly and/or severally MR. ARVIND VISHWANATH DHAIMODKAR, MR. RAJESH RAMESH SHETYE, MRS. ROOPALI P. P. LAWANDE and MR. SANDEEP YESHWANT KAMAT, as our true and lawful attorneys and confer upon them all such powers to do execute and perform all or any of the following acts, deeds and things

NOTA
GEETA P.
Reg. No.
MASGAO
GO
EXPIRY
28-02
STATE
OF
GOVT.

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singly or jointly as our attorneys may deem fit and proper with respect to the purchase, development, construction, sale, transfer, gift, etc. of any land, plot, etc. or any premises commercial or residential which will be constructed in any of the projects to be built on the land procured by our partnership firm "MAHALAXAMI DEVELOPERS", i.e.

1. To present us before all local bodied, Government offices, Departments, Authorities, and all offices including Collector, Dy. Collector, Mamlatdars, Panchayats, Municipal Council, any Office of the Sub-Register, Notary Public, Registrar of Co-operative Societies, Electricity Department, Water Supply Department, Public Works Department, SGPDA/PDA, Town & Country Planning Department and all other Revenue departments, and to file execute present all such papers, documents for the purpose of purchase and/or sale of immovable properties in the name of our Partnership Firm.

2. To sell and to sign all papers, applications, declarations, documents, Agreements, Deeds, Indentures, etc. for purchasing or selling any lands, plots, constructed premises (commercial or residential), any immovable property in the name of Partnership Firm. To make payments and also to receive the same and issue a valid receipt thereof.

3. To appear for and represent us and to execute, sign verify and present all papers, documents, instruments, letters before all Municipal Authorities, Collector, Mamlatdar office, Office of Village Panchayat, Water Supply Department, Electricity Department, treasury, revenue Offices, settlement Offices, Health Department Officials, forest Department and all other Government Offices, Semi Government offices before any Magistrate and in all other Revenue Courts and Courts of having Civil, Criminal, Original or appellate, Revision or having Special Jurisdiction before High court and Supreme Court of India or any Court in India.

4. To appear for and represent us and to execute, sign verify and presence all papers, documents, Instruments before all Municipal bodies, Corporation, Improvement Trust, Railways, Roadways, Travel Agent, Chambers of Commerce and

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Industry, Controller of Patents, in all Collector, Treasury, Revenue offices, settlement offices, before any Magistrate and in all Courts of Law having Civil, Criminal, Original or appellate, Revision or Special Jurisdiction, including Jurisdiction of any High Court, under Article 226 of the Constitution of India, before any Tribunal or arbitration or other Tribunal or Judicial Authorities, Gift Tax, Wealth Tax, Sales Tax, Income Tax, Service Tax, GST, ESI, PF and any other Government or Semi Government Offices/ Departments anywhere in India.

5. To appoint and engage any Surveyor, Architect, Engineer, Contractor, Personnel/ Machinery to carry out the required development/ construction.

6. To institute, defend and Prosecute, enforce or resist any suit or other actions and proceedings, appeals in any Court anywhere within India, in its Civil, Criminal, Revenue, revision or before any Tribunal or arbitration or industrial Court, Income/ Sales/ Service Tax authorities by and on behalf of the firm and to file Income Tax returns, to appear and to sign all the necessary documents before them. To act and plead to sign and verify plaint, written statements, affidavits, petitions and other pleadings including pleading under article 226 of the Constitution of India, to give evidence on oath and also to present any Memorandum of Appeal, Tabular Statement, accounts, to accept services of summons, notices and other legal process, enforce Judgment, execute any decree or order, to appoint and engage on behalf of us Pleaders, attorney, Counsel, Advocates and other legal agents as our attorneys may think fit and proper and to adjust, settle all accounts to refer to arbitration all disputes and differences to appoint Arbitrator or Arbitrators, to file the statement of facts or Counter statement of facts, to proceed with or oppose arbitration proceedings and to apply for Judgment and award or to set aside the award to compromise the cases, to give evidence before any court of law/ Revenue Court, to withdraw the same or to be non-suited and to receive delivery of documents or payments of money or money from any court,

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offices opposite party either in execution of Decree or order or otherwise.

7. To sign, execute, verify, file, all forms, Affidavits of the Indian Income Tax Act as also to obtain clearance under section 230-A of the Income Tax Act.

8. To apply for, pursue, obtain, receive, recover all kinds of Licenses, permissions, clearances, approvals, sanctions, Construction License, non- agricultural sanad, no objection certificate, NOC for sale from SGPDA/PDA, Occupancy Certificate, permissions from Town and Country planning Departments, Municipalities and all concerned authorities inclusive of Forest Department for cutting / or transporting of any trees and to obtain their renewals and or extension from time to time. To give the premises on leave and License/ Lease basis and also to terminate the same.

9. To appear and admit execution before any Sub-Registrar in the State of Goa, Land Registrar or any other Registering Authority in the State of Goa or anywhere in India by presenting any documents with respect to the purchase and/or sale of Lands/ Plots / Flats / Offices / Shops / Parking space / terraces / premises / Units etc., and for that purpose execute all types of documents such as Agreement for Sale, Deed of Sale, Deed of Rectification and Modification, Deed of Partition / Gift / Exchange / Surrender, and all Deeds, documents, Instruments, Indentures and any type of document for the purpose of Sale in the name of Partnership Firm; to form a Co-operative Housing Society / Maintenance Society and further execute the Conveyance Deed in favour of the Society after completing the entire project.

10. To appear before any Bank and / or Financial institution for obtaining Housing Loan, Mortgage loan, cash credit limit or any other loan for necessary construction of any residential/ commercial building or any other premises in the name of Partnership Firm and for that purpose to execute any Agreement, Agreement for mortgage, Deed of Mortgage, Deed of Guarantee and all other loan documents, Revival letter, all papers, documents of equitable mortgage by deposit

of title deed and to offer the immovable property as a security for the said loan amount. To open a Bank account in the name of Partnership Firm, to create deposit in the name of Partnership Firm or any other type of account in the name of Partnership firm and to operate the same either Jointly or Singly.

AND GENERALLY to do execute and perform any other acts, deeds and things which in the option of our said attorneys ought to be done, executed and performed in relation to the aforesaid as fully and effectually in all respects as we ourselves could do the same if we were personally present.

AND WE agree and undertake to rectify and confirm all and whatsoever our said attorneys shall do or purported to do by virtue of these presents.

IN WITNESS WHEREOF we have signed and executed this Power of Attorney at Ponda, Goa on this 21st day of the month of ~~February~~ MARCH in the year 2017.

EXECUTANTS/ATTORNEY HOLDERS

MR. RAJESH RAMESH SHETYE

MR. SANDEEP YESHWANT KAMAT

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MR. ARVIND VISHWANATH DHAIMODKAR

MRS. ROOPALI P. P. LAWANDE

In the Presence of:-

1. Disha Dhulapkar
Behind ICICI Bank
Curchorem - Goa

2. Shrunkhala Joshi
H.no. 2572 Near Mahadev Temple Kakoda Curchorem Goa

SIGNED BEFORE ME
WHICH I ATTEST

GEETA P. KANTAK
NOTARY
SALCETE TALUKA
State of Goa (India)
Reg. No. 6.8.22
Date 21-03-2017

P.T.O

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NOTARY Adv. Raksha H. Phadte PONDA JUDICIAL DIVISION Regd. No. 29174 Exp. dt. 28/02/2024 GOVT. OF GOA

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CERTIFIED TO BE TRUE COPY
OF THE ORIGINAL

ADV. RAKSHA H. PHADTE
NOTARY PONDA
STATE OF GOA
--INDIA --
Off. No. 36,
Ponda Commerce Centre,
Ponda - Goa.

Place: Ponda, Goa
Date : 28/02/2020 Reg. No. 7326/2020