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For CITIZENCREDIT CO-OP. BANK LTD.

Authorised Signatory



2023-PNJ-1831 22/06/2028. Reg Mo, 1756

JOINT DEVELOPMENT AGREEMENT

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For CITIZENCREDIT CO-OP. BANK LTD.

Authorised Signatory



JOINT DEVELOPMENT AGREEMENT

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This Joint Development Agreement is made at Panaji Goa on this 20^{th} day of June of the year Two Thousand and Twenty-Three. (20/06/2023).

BETWEEN

	(1). DR. SUNIL UMAKANT KENKRE, son of late Umakant Bhalchandra Kenkre, 63 years
	of age, Doctor, Married, holder of PAN Card No.
	, Indian National, Mobile No. and resident of House No.469,
	Kenkre House, Cabesa, Santa Cruz, Tiswadi Goa 403005 and his wife;
	(1)(a) MRS. SEEMA SUNIL KENKRE, daughter of Mr. Anant Vaikunth Dukle, wife of Dr.
	Sunil Umakant Kenkre, 54 years of age, Married, Housewife, holder of PAN Card No.
	, Aadhaar Card No. , Mobile No. , Indian National
	and resident of House No.469, Kenkre House, Cabesa, Santa Cruz, Tiswadi Goa 403005,
	represented through her duly constituted Power of Attorney holder, her husband DR.
	SUNIL UMAKANT KENKRE, son of late Umakant Bhalchandra Kenkre, 63 years of age,
	Doctor, Married, holder of PAN Card No.
	Mobile No. Resident of House No.469, Kenkre House, Cabesa, Santa Cruz,
	Tiswadi Goa 403005, vide Power Of Attorney dated 27.01.2021, registered under no. 286
	dated 27.01.2021 which is duly executed before the Advocate and Notary Shashikant V.
	Nabar, Panaji Goa.
	(O) MICC. WANDAMA CANDEED VERYORD A LANGE OF CO. 1. H. J. V. J. O.
	(2) MISS. NAMRATA SANDEEP KENKRE, daughter of Dr. Sandeep Umakant Kenkre, 25
	years of age, Unmarried, Student, Indian National, Holder of PAN Card No.
	Holder of Aadhaar Card No. Resident of H.No.469, Kenkre House, Cabesa
	Santa Cruz Tiswadi Goa 403005, represented herein by her duly appointed Power of
STATES	Attorney Holder, her father, DR. SANDEEP UMAKANT KENKRE, son of late Umakant
BEIDTE	Bhalchandra Kenkre, 61 years of age, Doctor, Married, holder of PAN Card No.
476	ADKPK6743M, Aadhaar Card No. Mobile No. Mobile No. Indian National
10	and resident of House No.469, Kenkre House, Cabesa, Santa Cruz, Tiswadi Goa 403005,
4.77	vide Power of Attorney dated 23.05.2023, executed before the Advocate and Notary Cassian
77.4.77	Crasto at Registration No.4234 dated 24.05.2023;
PARAN	(3) MISS. RHEA NITIN KENKRE, daughter of Mr. Nitin Fatu Kenkre, 24 years of age,
Alle services	Unmarried, Executive Trainee, Indian National, Holder of PAN Card No.
	Holder of Aadhaar Card No. Resident of House No.592, Kenkre House,
	Cabesa, Santa Cruz, Tiswadi Goa 403005.
	(4). SMT. VANASHRI FATU KENKRE alias VANASHRIBAI FOTU SINAI QUENCRO alias
	VANASHRIBAI FATU KENKARE, daughter of Mr. Trivacarna Kahode, widow of late Fatu
	Bhalchandra Kenkre, 88 years of age, Housewife, holder of PAN Card No.
	Holder of Aadhaar Card No. Mobile No. Indian National,
	resident of House No.592, Kenkre House, Cabesa, Santa Cruz, Tiswadi Goa 403005,
	represented herein through her duly constituted Power of Attorney Holder her son \mathbf{MR} .
	NITIN FATU KENKRE, son of late Fatu Bhalchandra Kenkre, 59 years of age,

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Businessman, Married, holder of PAN Card No. Aadhaar Card No.
, Mobile No.
Santa Cruz, Tiswadi Goa 403005, vide Power of attorney dated 30.01.2021, registered
under no. 334, dated 01.02.2021 which is duly executed before the Advocate and Notary
Shashikant V. Nabar, Panaji Goa and;
(5) SHRI. NITIN FATU KENKRE, son of late Fatu Bhalchandra Kenkre, 59 years of age,
Businessman, Married, holder of PAN Card No.
, Indian National, Mobile No. and resident of House No.592,
Kenkre House, Cabesa, Santa Cruz, Tiswadi Goa 403005 and his wife;
(EV-) CMM DD AMIDITA NYMIN WENTEDD Joseph Colori Harrist Name 2 - 4 - 50
(5)(a) SMT. PRATIBHA NITIN KENKRE, daughter of Shri. Harish Narayan Zantye, 53 years
of age, Married, Housewife, holder of PAN Card No.
, Mobile No. Indian National and resident of House No.592,
Kenkre House, Cabesa, Santa Cruz, Tiswadi Goa 403005, represented herein through her
duly constituted Power of Attorney Holder her husband MR. NITIN FATU KENKRE, son of
late Fatu Bhalchandra Kenkre, 59 years of age, Businessman, Married, holder of PAN Card
No. , Aadhaar Card No. , Mobile No. , resident of
House No.592, Kenkre House, Cabesa, Santa Cruz, Tiswadi Goa 403005, vide Power of
Attorney dated 30.01.2021, registered under no. 333 dated 01.02.2021 which is duly
executed before the Advanta and Natary Shashiltont V. Nahar Dancii Con, harringfton
executed before the Advocate and Notary Shashikant V. Nabar, Panaji Goa; hereinafter
referred to as the "OWNERS/VENDORS" (which expression shall unless repugnant to the
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unless repugnant to the context or meaning thereof shall include her heirs, successors, executors, administrators, nominees, legal representatives and assigns) **OF THE THIRD**

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- A. WHEREAS, there exists a property known as "PREDIO PALMAR CABECA", along with the house existing thereon which is registered under Land Revenue records under no. 216, situated at Santa Cruz in the Taluka of Tiswadi, Sub-District of Ilhas, in the State of Goa, the entire property being one part of the property earlier described in the Land Registration office of Ilhas Taluka under no. 7324 of Book No. B-19 identified as Plot A which is now described in the Land Registration office of Ilhas Taluka under no. 15191 at page 50 of Book B-40 New. The said half disannexed from the property described under no. 7324 forms a distinct and independent property and is registered in the Land Revenue record bearing Matriz no. 83, 84, 88, 278, 328 of Village Calapor and under nos. 1 and 2 of Village Cujira, totally admeasuring an area of 2,11,944 sq. mts. at that time and partly surveyed under survey bearing no. 110/1, 111/1 of Village Calapor of Tiswadi Taluka and under survey bearing no. 5/1 and 6/1 of Cujira Village, which shall herein after be referred to as the "Said Larger Property" and more particularly described in Schedule-I mentioned herein below.
- B. AND WHEREAS, the said larger property belonged to Shri. Bhalchandra Fatu Kenkre alias Balchondra Fottu Sinai Quencro alias Xembu Fotu Sinai Quencro or Xembu Sinai Quencro alias Balchondra commonly known as Xembu Sinai Quencro (Hereinafter referred to as 'Shri.Bhalchandra Fatu Kenkre'), who acquired right to the same by virtue of a Deed of Gift dated 30/09/1925, drawn up before the Notary of Judicial Division of Ilhas, Francisco Xavier Teodoro de Miranda recorded in his Book of Notes No. 169 at folio 69 onwards, by way of gift from his late father Shri. Fotu Babu Sinai Quencro on account of his free and disposable quota.
- C. AND WHEREAS, that said Shri. Bhalchandra Fatu Kenkre was married to Smt. Ramabai Sinai Quencro alias Ramabai Balchondra Kenkre alias Ramabai Kenkre under the regime of communion of assets prevailing in the State of Goa.
 - D. AND WHEREAS, said Shri. Bhalchandra Fatu Kenkre expired on 28/07/1970 leaving behind as his moiety holder and widow, his wife Smt. Ramabai Sinai Quencro alias Ramabai Balchondra Kenkre alias Ramabai Kenkre and as his sole and universal heirs his seven sons and three daughters.
 - E. AND WHEREAS, by virtue of an Instrument of Relinquishment (Termo) drawn up on 8/10/1970 in the Judicial Court of Ilhas Judicial Division through the 1st Office of the Clerk, the said three daughters of late Shri. Bhalchandra Fatu Kenkre along with their respective spouses relinquished, repudiated and or ceded their right, title and interest to the inheritance of their late father Bhalchandra Fatu Kenkre in favour of their other coheirs as such the seven sons of late Bhalchandra Fatu Kenkre acquired right, title and interest to the said Larger Property in equal shares.
 - **F. AND WHEREAS,** that by virtue of Deed of Partition dated 30/11/1970, registered before the Office of the Sub Registrar of Ilhas at Panaji under No. 42 at pages 342 to 364

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in Book No. I, Volume No. 48 on 23/01/1971, the said larger property came to be partitioned in the proportion of one seventh share each and each share corresponding to 1/7th came to be allotted to the afore referred seven male heirs of late Shri. Bhalchandra Fatu Kenkre.

- G. AND WHEREAS, that by Deed of Sale dated 02/01/1973, registered before the Office of Sub-Registrar of Ilhas under No. 37 at pages 93 to 104 in Volume No. 71 on 19/01/1973, Shri. Trimboca Balchondra Sinai Quencro alias Trimbak Kenkre alias Trimbak Bhalchandra Sinai Kenkre i.e son of said Balchandra Kenkre along with his wife Smt. Carol Ann Trimbak Kenkre sold and or transferred their undivided one seventh share in respect of the said larger property in favour of Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare, Shri. Umakant Bhalchandra Kenkre alias Umacanta Balchondra Sinai Quencro and his wife Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre and Shri. Rajendra Bhalchandra Kenkare alias Rajendra Balchondra Sinai Quencro.
- H. AND WHEREAS, that by another Deed of Sale dated 19/03/1980, registered before the Sub-Registrar of Ilhas under No. 373 at page 337 to 346 in Book No. I, Volume No. 150 on 06/10/1980, other 4 sons of said Balchandra Kenkre along with their respective spouses as referred to in the Deed of Sale dated 19/03/1980, sold and or transferred their undivided right, title and interest in the said larger property in favour of Shri. Fatu Bhalchandra Kenkre alias Fotu Sinai Quencro and his wife Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare and Shri. Umakant Bhalchandra Kenkre alias Umacanta Balchondra Sinai Quencro and his wife Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre.
- I. AND WHEREAS, that by virtue of Deed of Sale dated 02/01/1973 and Deed of Sale dated 19/03/1980 Shri. Umakant Bhalchandra Kenkre alias Umacanta Balchondra Sinai Quencro and his wife Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre acquired absolute right to the undivided half share with respect to the said larger property and said Shri. Fatu Bhalchandra Kenkre alias Fotu Sinai Quencro and his wife Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare, herein acquired right to the remaining other half with respect to the said larger property.
- J. AND WHEREAS, that said Shri. Fatu Bhalchandra Kenkre alias Fotu Sinai Quencro and Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare, Shri. Umakant Bhalchandra Kenkre alias Umacanta Balchondra Sinai Quencro and his wife Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre, partitioned part of the Said Larger Property into various plots.

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- K. AND WHEREAS, that the balance portion of the Said Larger Property continued to be owned and retained by Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Dr. Sandeep Umakant Kenkre, Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare and Shri. Nitin Fatu Kenkre.
- L. **AND WHEREAS**, that Shri. Umakant Bhalchandra Kenkre obtained Conversion Sanad dated 20.09.1991 issued by the Office of the Dy. Collector and SDO Panaji Goa at No.CNV/TIS/90/89, with respect to the Said Property.
- M. AND WHEREAS, that by a Deed of Partition dated 6/12/1990, duly registered in the Office of Sub Registrar of Ilhas under Registered No. 664/91, Book No. I, Vol. 140, dated 06/7/1991, executed between Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Dr. Sandeep Umakant Kenkre, Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare and Shri. Nitin Fatu Kenkre, they came to be exclusively allotted the properties bearing Survey No. 5/1 and 6/1 of Village Cujira and interalia became the owners of the properties bearing Survey no. 110/1, 111/1 of Village Calapor forming part of the balance portion of the said larger property.
- N. AND WHEREAS, that said Shri. Fatu Bhalchandra Kenkre alias Fotu Sinai Quencro expired on 11/12/1982 and upon his death a Deed of Succession dated 22/01/1983, came to be drawn in the Office of Sub Registrar and Notary Ex-Officio, Panaji at Ilhas Goa drawn in Book No. 617 at page 31 onwards, wherein it came to be declared that said Shri. Fotu Balchandra Kenkre alias Fotu Balchandra Sinai Quencro expired on 11/12/1982 leaving behind as moiety holder and his widow Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare and as the sole and universal heirs his only son Shri. Nitin Fatu Kenkre.
- O. AND WHEREAS, that Smt. Pratibha Nitin Kenkre married to Shri. Nitin Fatu Kenkre and under the law of communion of Assets as applicable in the State of Goa, acquired right, title and interest in the said property.
- P. AND WHEREAS, that said Shri. Umakant Bhalchandra Kenkre alias Umacanta Balchondra Sinai Quencro expired on 09/08/2009 and upon his death a Deed of Succession dated 28/04/2016 came to be drawn in Book No. 728 at page 35v, onwards dated 16/08/2016, wherein it came to be declared that said Shri. Umakant Bhalchandra Kenkre expired leaving behind as his moiety holder and his wife late Smt. Durgabai Alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre, and as sole and universal heirs his two children namely Dr. Sunil Umakant Kenkre married to Mrs. Seema Sunil Kenkre and Dr. Sandeep Umakant Kenkre married to Dr. Ashwini Sandeep Kenkre.

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- Q. AND WHEREAS, that Smt. Durgabai alias Durga Umakant Kenkre alias Durgabai Umacanta Quencro alias Durgabai Umakant Kenkre expired on 24.02.2022 leaving behind the aforesaid parties as her sole and universal heirs.
- R. AND WHEREAS, that upon acquiring rights to the said properties bearing Survey No. 5/1 and 6/1 of Village Cujira and Survey bearing no. 110/1, 111/1 of Village Calapor, the aforesaid Owners, upon obtaining permissions and approvals from the competent authorities, sub-divided the said properties bearing Survey No. 5/1 and 6/1 of Village Cujira and Survey bearing no. 110/1, 111/1 of Village Calapor into various plots and one of such Plot is identified as Plot No. 8, admeasuring 7320 sq. mts. The subject matter of this Agreement is the Plot bearing No. 8, admeasuring 7320 sq. mts. which is better described in Schedule II hereto and shall herein after be referred to as the "Said Property".
- S. **AND WHEREAS** subsequently Dr. Sandeep Umakant Kenkre and Dr. Ashwini Sandeep Kenkre gifted their undivided share in the Said Property admeasuring 7320sq.mts. in favour of their daughter Miss. Namrata Sandeep Kenkre, Owner/Vendor No.2, herein, vide Deed of Gift dated 08.05.2023, executed before the Sub Registrar of Ilhas Goa at Book:1 Document Registration Number: PNJ-1-1332-2023 on 09.05.2023.
- T. AND WHEREAS similarly, Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkre Owner/Vendor No.4 herein, Gifted her half share in the Said Property, admeasuring 7320sq.mts. in favour of her grand daughter Miss. Rhea Nitin Kenkre, the Owner/Vendor No.3 herein vide Deed of Gift dated 05.05.2023, executed before the Sub Registrar of Ilhas Goa at Book:1 Document Registration Number: PNJ-1-1316-2023 on 08.05.2023.
- U. AND WHEREAS OWNERS/VENDORS NO.1 to 5(a) herein thus became absolute owners in possession of the Said Property.
- V. AND WHEREAS, the Developer/Builder is into the real estate business and has undertaken and constructed various residential cum commercial projects in the State of Goa thereby constructing Residential cum Commercial buildings and row houses, apartments, etc.
- W. AND WHEREAS, the Developer/Builder herein has approached the Owners/Vendors and has expressed its willingness to develop the Said Property and in that context, the Developer/Builder initiated negotiations with the Owners/Vendors to develop the Said Property and after various meetings and deliberations, the Owners/Vendors and the Developer/Builder agreed that the Owners/Vendors shall entrust the development of the Said Property to the Developer/Builder and the Developer/Builder shall develop the Said Property upon obtaining all the relevant permissions from the competent authorities and develop the Said Property by setting up there in a multi storied building/s which would cater to residential needs.

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- X. AND WHEREAS, the Developer/Builder being satisfied with the title of the Owners/Vendors, have agreed to carry out the development on the Said Property better described in **Schedule II** hereto.
- Y. AND WHEREAS, it is agreed between the parties that the Developer/Builder shall develop the Said Property out of his own funds and set up multi storeyed buildings in terms of the plans to be approved by the Developer/Builder with an understanding that upon construction of building/s thereon, the Developer/Builder shall be entitled to retain for itself towards the cost of development, an area proportionate to 59% of the total built up area and the Owners/Vendors shall be entitled to 41% of the built up area to be constructed in the Said Property which shall be constructed by the Developer/Builder in terms of the provisions of Building Bye Laws.
- **Z. AND WHEREAS**, based on the said understanding, the parties hereto have entered into this agreement on terms and conditions hereinafter stipulated.

NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AS UNDER:

1. **DEFINITIONS:**

In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

a. "Authority" means any statutory or governmental authority whether Local or State or Central from and/or with whom registration, approvals, authorizations, licenses, permissions, consents, no objection certificate are or will be required for purposes of construction and/or development of the new building/s on the Property as well as for the sale, occupation and use of the new building/s.

- **b.** "Applicable Laws" means and includes any applicable Central, State or Local Law, Statute, Ordinance, Rule, Regulation, Code, Bye-Law, Government Order or Direction, Judgment, Decree or Order of a Judicial or A Quasi-Judicial Authority.
- c. "Approvals" or "Development Approvals" means and includes all approvals, sanctions, permissions and licenses forms or filings with any government or other competent Authority or otherwise required for development, construction, completion and occupation of the new building/s to be constructed on the Said Property in terms of this Agreement.
- d. "Common Amenities" in the new building/s shall include stairways, lifts, lobbies, open car parking, entrances, exit/gates, security cabin, passageways, driveways, fire escapes, common basements, terraces, garden,

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pathways, shafts/ducts, drains, sewers, pits, machine Power backup for lift and common areas, CCTV Surveillance in the common areas, terraces, room, store room, caretaker room, electric/generator /transformer /meter or other equipment room, common toilets, other spaces, water tanks/ reservoirs, pumps, motors, tube-wells, pipes, plumbing, water tank, water filtration plant, foundation, columns, association office, supports and facilities whatsoever required for the use, enjoyment, establishments, locations, maintenance and/or management of the new building/s and/or the common facilities or any of them as the case may be, provided.

- e. "Development" shall mean and include all works pertaining to the construction, completion and occupation of the new building/s on the Said Property.
- **f.** "Development Cost" shall mean and include all such cost incurred towards the Development of the Said Property.
- g. "Developer's Area" shall mean an area proportionate to 59% of the total constructed semi furnished built up area along with the parking areas allotted to the exclusive ownership of the Developer/Builder comprising of residential premises along with proportionate Common Amenities in the new building/s.
- **h.** "Execution Date" means the date of execution of this Agreement.

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- i. "New Building/s" shall mean and include the building/s consisting of basement, ground plus all the upper floors to be constructed by the Developer/Builder on the Said Property for residential use along with Common Amenities and spaces for the new building/s and/or the Units.
- j. "Vendor's Area" shall mean an area proportionate to 41% of the total constructed semi furnished built up area along with the parking areas allotted to the exclusive ownership of the Owners/Vendors comprising residential premises and along with proportionate Common Amenities in the new building/s.
- k. "Plan" or "Building Plan" means the building plans and shall include all amendments and/or modifications thereon sanctioned by the competent Authority required for construction, completion and occupation of the new building/s.
- 1. "Project" shall mean and include the development of the Said Property by constructing the new building/s consisting of basement, ground plus and all

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upper floors comprising of residential Units by utilizing and consuming the Free Space Index (FSI) to the extent possible in accordance with the applicable laws and sanctions.

- m. "Property" means and includes all that piece and parcel of the Said Property admeasuring 7320 sq. mts. surveyed in the records of rights under bearing Survey No. 5/1 and 6/1 of Village Cujira and Survey bearing no. 110/1, 111/1 of Village Calapor which is better described in Schedule II hereto.
- n. "Purchaser/s" shall mean a person/s and/or his nominee to whom any Unit in the new building/s has/have been agreed to be transferred.
- o. "Structural Defect" the word structural defect/s means only a workmanship defect/s caused on account of wilful neglect on part of the Developer/Builder and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the flat owners/occupants and Owners/Vendors or due to events or acts of nature beyond the control of the Developer/Builder.
- p. "Unit" shall mean the flat/apartments in the new building/s being constructed on the Said Property capable of being exclusively occupied and enjoyed independently including the proportionate share of the Common Amenities attributable to the said Unit.

2. INTERPRETATION:

- a. References to any Statute or Statutory Provision or Order or Regulation made thereunder shall include the Statute, Provision, Order or Regulation as amerided, modified, re-enacted or replaced from time to time whether before or after the date hereof.
 - b. References to the laws of India include the applicable laws of the State of Goa.
 - c. References to any person shall include Body Corporate, Unincorporated Associations, Partnerships, Trusts and Any Organization or Entity having legal capacity.
 - d. Reference to the words of either gender shall include the other gender.
 - e. References in the singular shall include references in the plural and vice versa.

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- f. The articles hereto and headings, sections and titles in this Agreement are inserted for convenience only and shall not be taken into consideration in the interpretation or construction of this Agreement.
- g. References to Recitals, Schedule, Annexure, Clauses etc. unless the context otherwise requires, means reference to the recitals, Schedule, annexure, articles, clauses of this Agreement.
- h. The words "include" and "including" are to be construed without limitation.
- i. The expressions 'hereunder', 'hereto', 'herein', 'hereof' and similar expressions relate to this entire Agreement and not to any particular provision thereof.
- j. The Schedules and Annexures form an integral part of this Agreement and shall be of full force and effect as though they were expressly set out in the body of this Agreement. In case of any conflict between the Annexure and this Agreement, the terms of this Agreement shall prevail.
- **k.** The recitals as contained hereinabove shall form an integral and operative part of this Agreement as if the same are set out herein verbatim.
- I. Any undertaking by any of the Parties hereto not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.
 - m. References to this Agreement or any other document shall, where appropriate, be construed as references to this Agreement or such other document as varied, supplemented, novated and/or replaced in any manner from time to time.
 - n. Notwithstanding anything to the contrary, any time limits specified in any provision of this Agreement, within which any Party is required to perform any obligations or complete any activity, shall be extended on the mutual consent of the Parties by such period as may be required to comply with its obligation, provided, that, the Party that is required to comply with such obligation shall act in good faith, take all necessary steps to ensure compliance within the minimum time possible.
 - o. References to "construction" include, unless the context otherwise requires, design, development of the Said Property, engineering, procurement, delivery, transportation, installation, processing, fabrication, equipping, establishment, testing, commissioning and other activities incidental to the construction.

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3. COMMENCEMENT:

Unless stated to the contrary, this Agreement shall come into effect as on the date of execution of this Agreement.

4. RECITALS:

The Parties do hereby jointly and severally declare and confirm that whatever is recited hereinabove in respect of the Said Property shall be treated as representations, warranties and declarations on the part of the Parties and the same shall form an integral part of the operative portion of this Agreement as if the same are reproduced herein verbatim.

5. GRANT OF DEVELOPMENT RIGHTS:

- a) In consideration of the foregoing and subject to the performance and observance of the obligations, covenants and undertakings of the Developer/Builder as is set out herein, the Owners/Vendors hereby agrees to grant and assign unto the Developer/Builder free from all encumbrances, claims and demands and with a clear and marketable title, the full, complete and exclusive right to develop the Said Property better described in Schedule II hereto, and authorize the Developer/Builder to develop the Said Property by constructing thereon a multi storeyed Building comprising of flats/apartments/built up areas meant to be used for residential by consuming the maximum FAR available in terms of Goa Building Regulations / bye laws, and in accordance with the plans duly sanctioned by the Office of the Town Planner, Town and Country Planning Department, Panaji Goa and the office of the Village Panchayat of Santa Cruz Goa and any other competent authorities and on the terms and conditions contained and set out herein below. The Developer Builder shall undertake the development of the Said Property in the manner as stated in this Agreement together with the Marketing (defined below) and all related and incidental activities in this regard as recorded herein.
- b) It is agreed between the parties hereto that in lieu of the developmental rights agreed to be granted by the Owners/Vendors to the Developer/Builder, the Developer/Builder shall be entitled to retain for itself towards the cost of development, an area proportionate to 59% of the total built up area and 41% of the built up area shall be allotted to the Owners/Vendors as consideration towards assignment of the development right in favour of the Developer/Builder, totally at its own cost and expenses. The Owners/Vendors vide Technical Clearance Order dated 03.03.2022, bearing Ref. No. TIS/10048/CAL/TCP /2022/291, passed by the Office of the Town Planner, Town and Country Planning Department, Panaji Goa and vide Construction Licence dated 26.11.2022, bearing Ref. No. VP/SC/1696/2022-23/Const Lic No. 09, issued by the office of the Village Panchayat of Santa Cruz Goa, has obtained permission for construction of multistoreyed building with Block A, B and C in Said Property, in terms of which the

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Owners/Vendors and the Developer/Builder are entitled to construct total 84 of units in Said Property in First Phase. It is further agreed between the parties that in terms of the understanding arrived between the parties, 41% which is allottable to the Owners/Vendors herein shall be determined and here marked in the plan shall form integral part of this agreement.

- c) It is agreed between the parties that the area agreed to be allotted by the Developer/Builder to the Owners/Vendors, and the area agreed to be retained by the Developer/Builder as a part of the development cost shall be allotted and or retained in proportion of 59% and 41% proportionately on each floor of the building to be constructed in the said project. That is to say, on each floor of the New Building, 41% of the total built up area shall be allotted to the Owners/Vendors and 59% of the total built up area shall be retained by the Developer/Builder. The area allottable to the Owners/Vendors herein is better delineated in the plans annexed hereto in different shading. The details of the units retained by the Owners/Vendors are set out in Clause (9) hereto, which shall form integral part of the agreement. The built-up area to be allotted to the Owners/Vendors shall herein after be referred to as the Owners/Vendors' area and the area to be allotted to Developer/Builder shall be hereinafter referred to as Developer/Builder's area.
- d) The Developer/Builder has further represented that the Developer/Builder shall start the process of taking independent licences and permission for Second Phase of the said project on execution of this Agreement and shall take all the requisite licences and permissions within 6 months from signing of this Agreement with an additional grace period of 6 months. In the event the Developer/Builder fails to pay license fees within time stipulated, the Owners/Vendors shall in writing call upon the Developer/Builder to complete necessary formalities within a period of 7 day, from a written notice to be addressed by the Owners/Vendors to the Developer/Builder. Upon receipt of said notice if the Developer/Builder fails to pay the necessary license fee and obtain necessary licences, at the option of the tweets/Vendors, the present agreement shall stand terminated and on such termination the amount if paid by the Developer/Builder to the Owners/Vendors under this agreement shall be refunded without any interest within a period of 30days from the date of termination of agreement.
 - e) A separate Addendum Agreement shall be executed with respect to Second Phase to incorporate the details of licences and permissions, Flats to be allotted to the Owners/Vendors and the Developer/Builder and such other terms and conditions as will be applicable in furtherance to and in addition to this Joint Development Agreement.
 - The construction of the said project inclusive of First Phase and Second Phase shall be completed by the Developer/Builder complete in all respects within a period of 48 months from the date of signing of the Joint Development Agreement with a grace period of 6 months there from, time being the essence of contract.

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- g) The Developer/Builder shall be free to complete the construction of the said project in two phases namely Phase I and Phase II. However, the completion of both the phases i.e. Phase I and Phase II shall be completed within a period of 48 months from the date of signing of the Joint Development Agreement with a grace period of 6 months as stated in Clause 5 (f) above. It is further made clear that in the event, the Developer/Builder intends to complete the said project in two phases, subject to what is stated in Clause 5(g), the Developer/Builder shall upon completion of each phase, hand over possession of the area allotted to the Owners/Vendors or their respective nominees, namely 41% of the built-up area in Phase I on completion of the Phase I building and similarly upon completion of Phase II building, the area to be allotted to the Owners/Vendors or their respective nominees shall be handed over prior and in point of time before handing over possession to the Purchaser or the Purchasers of the built up areas.
- h) Upon handing over possession of the entire built up area agreed to be allotted to the Owners/Vendors or their respective nominees, in terms of this agreement and upon the Owners/Vendors being satisfied with the workmanship and quality of the built up area handed over to the Owners/Vendors by the Developer/Builder in both the phases, the Owners/Vendors shall transfer the title in respect of the Said Property in terms of and in furtherance of the present Joint Development Agreement in any one of the following ways
 - a) The Owners/Vendors covenants to transfer the title in respect of the Said Property or any part thereof in terms of the present agreement in favour of each prospective purchaser whereby the Owners/Vendors and the Developer/Builder shall execute respective Sale Deeds with Prospective Purchasers.

OR

The Owners/Vendors covenants to transfer the title in respect of the Said Property or any part thereof in terms of the present agreement in favour of the co-operative society/entity, at the instance of the prospective Purchasers as member of the Society/Entity.

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c) That on completion of both the phases and on receipt of Occupancy Certificate for both the phases and on receipt of the possession of the entire built up area agreed to be allotted to the Owners/Vendors or their respective nominees, in terms of this agreement and upon the Owners/Vendors being satisfied with the workmanship and quality of the built up area handed over to the Owners/Vendors by the Developer/Builder in both the phases, the Owners/Vendors shall execute sale deed with respect to the Said Property with the Developer/Builder in furtherance to the present Agreement, who in turn shall execute respective Sale Deeds with prospective purchasers without any intervention of the Owners/Vendors.

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- i) The flats to be allotted to the Owners/Vendors or their respective nominees are earmarked in the plans annexed hereto and mentioned in the list as per Clause (9) and which shall form integral part of this agreement. If there are any changes which may be mutually affected in respect of such allotment, the parties shall execute an Addendum to the present agreement.
- j) In the event, if the Developer/Builder fails to handover possession of the Owners/Vendors' built-up area within the time stipulated herein, which shall include the initial period of 48 months and grace period of 6 months, thereby totalling it to 54 months, time being essence of the contract, in that event;
 - the Owners/Vendors in respect of the built up areas which are not handed over complete in all respect to the Owners/Vendors and or their nominees, calculated at the rate as stipulated as Annexure I, per month per unit or built up area, (herein after referred to as the "Penalty") without prejudice to the rights of the Owners/Vendors to terminate this Agreement. It is however made clear that notwithstanding the right of the Owners/Vendors to claim such Liquidated damages, the Owner/Vendors shall be also entitled to avail of other remedies which may be available in terms of law.
 - ii) It is further clarified and confirmed by the Developer/Builder that imposition of penalty shall not nullify the substratum of this agreement that the time is the essence of this contract. In any event, it is further agreed between the parties that the right of the Owners/Vendors to claim such liquidated damages as stipulated hereinabove shall not affect the right of the Owners/Vendors to terminate this Agreement for default on the part of the eveloper/Builder to comply with the stipulations contained in the greement.
 - complete the project, as stipulated herein above and fails to hand over possession of the Owners/Vendors' built-up area to the Owners/Vendors within the extended period or penalty period in that event at the option of the Owners/Vendors, the present agreement shall stand terminated upon the Owners/Vendors giving 30 days' notice in writing to the Developer/Builder about their intention to terminate this agreement. On receipt of such notice, the Developer/Builder shall have an opportunity to remedy the said default and hand over the possession of the units/built up areas to the Owners/Vendors before the expiry of notice period. Upon expiry of the Notice period as stipulated hereinabove, if the Developer/Builder fails to comply with the stipulations contained in the notice, the present agreement shall stand ipso facto terminated.

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k) The Owners/Vendors shall be absolutely entitled to the Owners/Vendors area allotted to the Owners/Vendors or their respective nominees under this Agreement and they shall be at liberty to sell, transfer, convey and assign the Owners/Vendors area or any part thereof to any purchaser/s for consideration, as it may deem fit, without any intervention from the Developer/Builder and so also Developer/Builder shall be absolutely entitled to the Developer/Builder's area allotted to the Developer/Builder under this Agreement and it shall be at liberty to enter into Agreement for Sale of the Developer/Builders' area or any part thereof to any purchaser/s, as it may deem fit without any intervention from the Owners/Vendors, conveyance of any such units and or built up areas shall be carried out only with the intervention of the Owners/Vendors. It is further clarified that the Developer/Builder shall be entitled to raise finance from any bank and or financial institution, provided however such finance can be obtained by the Developer/Builder only from the Developer/Builders' area, allotted to the Developer/Builder in terms of the agreement, except for the said area the Developer/Builder shall not be entitled to mortgage any other portion and or area allotted and reserved for the Owners/Vendors or their respective nominees. It is made clear that the area, here marked in the plans in different shading, which is allotted to the Owners/Vendors or their respective nominees shall not be subject matter of any such mortgage and or charge and or lien, which may be created by the Developer/Builder in favour of any bank or financial institution. Needless to state that any such liability shall be solely of the Developer/Builder, without any claim of whatsoever nature from the Owners/Vendors. The Developer/Builder hereby indemnify and keep the Owners/Vendors indemnified against any claim which may be raised by banks and financial institutions against the Owners/Vendors and further undertake that all such liabilities shall be borne by the Developer/Builder exclusively.

1). The Owners/Vendors shall extend all the necessary co-operation to the Developer Builder, as may be required by the Developer/Builder in order to enable the Developer/Builder to obtain all the necessary clearances to undertake and complete the construction of the New Building/s as well as sell any part of the Developer/Builders' area to such third parties as the Developer/Builder may deem fit, provided that the cost of obtaining such permissions and or clearances shall be borne by the Developer/Builder.

m). The Developer/Builder shall, for carrying out the development of the Said Property, be entitled to and have the right to use and have the benefit of all the approvals, permissions, sanctions, orders, exemptions, clearances and NOCs which have been obtained by the Owners/Vendors in respect of the Said Property, its development and transfer. The Developer/Builder shall be entitled to and shall have the liberty to apply for and obtain, any modifications or amendments thereto to those which the Developer/Builder may obtain hereafter, and/or any extensions, renewals, revalidations, and/or reinstatements thereof and the Developer/Builder shall have the right and liberty to apply for and obtain all or further or other approvals, permissions, sanctions, orders, exemptions, clearances and NOCs from all concerned authorities from time to time, in respect of and in pursuance of this Agreement and the Owners/ Vendors, shall render its full assistance and co-operation

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to the Developer/Builder, and shall execute a Power of Attorney in favour of the Developer/Builder / its nominees.

- n). If at any time and for any reason, including in pursuance of a survey carried out by any government office and / or any other authority, the area of the said Property increases from the area mentioned herein, then such increased area shall be deemed to be included in and form part of the Said Property from the date hereof, and the Developer/Builder will hand over to the Owners/Vendors, their proportionate share in the increased area and parking spaces. Accordingly, this Agreement and all documents related to the same, including the Power of Attorney executed by the Owners/Vendors in favour of the Developer/Builder simultaneously with the execution hereof, shall relate and be deemed to relate to such increased area.
- o). All the outgoings, rates, cess, charges, etc. in respect of the Said Property up to the date of this Agreement shall be the responsibility of the Owners/Vendors.
- p). On the date of execution of this Agreement, the Owners/Vendors shall have:
 - **a.** Empowered and authorized the Developer/Builder to carry out development in the Said Property by constructing thereon a multi storeyed building/s.
 - b. Execute a Power of Attorney containing such powers and authority as are or may be necessary or required for the development of the Said Property, and for exercising allot any of the Developer's/Builder's rights, powers and privileges under this Agreement.

6. CONSIDERATION:

The Owners/Vendors shall be entitled for 41% share in the total constructed are along with parking areas, and undivided share in the land and the Deve oper/Builder is entitled for 59% share in the total constructed area, along with the parking areas, and undivided share in the land as specified in terms of chart of allotment as mentioned in Clause (9) herein below. The area allottable to the Owners/Vendors herein is better delineated in the plans annexed hereto in different shadings.

Each party shall have the absolute rights of Ownership and possession and have authority to deal and sell in respect of their respective Units/flats/built up area as per their share that are being constructed by the Developer/Builder at its own cost and Parties are at liberty either to own such constructed Units/built up area/flats entitled to by themselves or to dispose off the same at their own convenience. It is also made clear that the prospective purchasers with whom the Developer/Builder shall have agreements for sale and or Agreements of the built up areas within the area allotted to the Developer/Builder, shall be entitled to raise funds for purchase of such built up areas / units/ built up areas/ flats by raising finance from any banking institutions and in that context the prospective

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purchasers shall be entitled to create mortgage with respect to the said built up areas which shall be the subject matter of the agreement between the Developer/Builder and the prospective purchasers, provided, however, the liability and or responsibility to pay such loan amount shall be the sole responsibility of the prospective purchasers without their being any such liability of the Owners/Vendors. The Developer/Builder hereby indemnify and keep the Owners/Vendors indemnified against claims, if any, raised by such financial institutions against the Owners/Vendors. It is agreed between the parties hereto that such a condition shall form part of all the agreements between the Developer/Builder and the prospective Purchasers.

- c) The Units/flats/area proposed to be constructed for the Developer/Builder herein shall be over an extent of 4480.30sq. mts. of saleable area with built up area of 3335.00 sq. mts.
- d) The Units/flats/area proposed to be allotted to the Owners/Vendors or their respective nominees herein shall be over an extent of 3097.55 sq. mts. saleable area with built up area of 2400.10 Sq. mts. and shall constitute an independent area dedicated to the Owners/Vendors.
- e) The proposed Units/flats/built up area shall be completed as per the presently approved plans, drawings, elevations, etc. and permissions obtained and the same shall be final and minor changes can be done for the betterment, with mutual consent of both the parties.

7. ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE OWNERS/VENDORS:

- A. The Owners/rendors shall at all times during the tenure of this Agreement and thereafter or the benefit of the Purchasers Units/Built Up area, maintain their title to the Salt Property (subject only to the rights and entitlements of the Develop a/Builder as are set out herein) unimpeachable, good, marketable and subsisting, free from any encumbrance, charge, lien, or claims whatsoever.
- B. The Owners/Vendors hereby declare that the Said Property is free from all encumbrances, liens, mortgages, attachments of Private and Government etc. and there are no claimants/ claiming any right, title, interest or possession in and over the Said Property and in future if anybody claims any right, title or possession over the Said Property, it shall be the sole responsibility of the Owners/Vendors to get it cleared and resolved of all such disputes if any at his/its own cost and the time taken in this regard shall be added to the stipulated time in this deed for completion of project and in case of such delay attributable to the Owners/Vendors, no compensation as per Annexure I shall be paid to the Owners/Vendors till the time the title/dispute is cleared by Owners/Vendors.

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- C. The Owners/Vendors shall be liable, as and when called upon to do so by the Developer/Builder, to convey the proportionate undivided share of the Said Property better described in Schedule II, in respect of such Units/built up area along with Developer/Builder in favour of the prospective purchasers of Developer/Builder. Provided that all costs and expenses incidental thereto shall be borne and paid by the Developer/Builder or the purchasers of premises in the said project.
- D. The Owners/Vendors hereby agrees, declares and represents to the Developer/Builder and covenants as under:
 - a. That the Owners/Vendors are the sole and absolute owners and is in actual possession of the Said Property and that the Owners/Vendors has a clear, valid and marketable title to the Said Property.
 - That other than the Owners/Vendors no other person has any share,
 right, title, interest claim and/or demand in respect of the Said Property;
 - c. That the Owners/Vendors have not entered into any agreement or understanding, written or oral, or otherwise entered into or concluded any negotiations with any person for sale, development, transfer or otherwise with respect to the Said Property or any part thereof and has not accepted any token or earnest money or deposit for the same;

That there are no proceedings instituted by or against the Owners/Vendors in respect of the Said Property or any part thereof before any Court or Authority and there are no prohibitory order or injunction phase by any Court of law or Tribunal or by any revenue body or any othe Authority whereby the Owners/Vendors is restrained from dealing the Said Property or any part thereof;

- e. That there is no notice from any Government, Village Panchayat or any other Authority including notice for acquisition, requisition or set back or any notice under any Applicable Law including Land Acquisition Act, the Land Requisition Act, Town Planning Act or any other Applicable Law served upon the Owners/Vendors in respect of the Said Property or any part thereof.
- f. That all taxes and outgoings including all statutory dues and other amounts payable in respect of the Said Property has been paid by the Owners/Vendors up to the Execution Date and that there are no arrears in respect thereof.

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- g. That the Owners/Vendors has all the necessary power and authority to execute this Agreement and to perform their respective obligations hereunder including the right to grant development and other rights to the Developer/Builder;
- h. That Owners/Vendors had applied for NOC under Section 49(6) of the Town and Country Planning Act 1974, before the Office of the Town and Country Planner, Town and Country Planning Department, Tiswadi Taluka, Panaji Goa, for execution Joint Development Agreement. However, Plot No.8 being a Sub Divided plot in view of Technical Clearance Order bearing Ref.No.TIS/109/CAL/TCP/13/1416 dated 23/09/2013 issued by the Office of the Town Planner, Town and Country Planning Department, the Tiswadi Taluka, Panaji Goa and in view of the Final Sub Division NOC with Ref. No.VP/SC/34/2013-2014/386, dated 07.10.2013, issued by the Office of the Village Panchayat of Santa Cruz Goa, the Office of the Town and Country Planner, Town and Country Planning Department, Tiswadi Taluka, Panaji Goa has issued a letter dated 19.05.2023, bearing Ref. No.TIS/1171/49(6)/CUJ/TCP/2023/979, that the NOC under 49 (6) is not required.

8. ROLES, RESPONSIBILITIES, OBLIGATIONS AND COVENANTS OF THE DEVELOPER/BUILDER:

i.That in pursuance of the terms of the present Agreement, the Developer/Builder applied for following Licences and permissions with respect to the said project:

a. Construction Licence dated 26.11.2022, bearing Ref. No. P/SC/1696/2022-23/Const Lic No. 09, issued by the Office of the Village Panetayat of Santa Cruz.

Health NOC dated 05.12.2022, No. PHC/Chimbel/NOC-Const/2022-23/747, issued by the Directorate of Health Services, Primary Health Centre, Chimbel Goa.

c. Technical Clearance Order dated 03.03.2022, bearing Ref. No. TIS/10048/CAL/TCP/2022/291, passed by the Office of The Town Planner, Town and Country Planning Department, Panaji Goa.

9. CHART OF ALLOTMENT:

a. That the Developer/Builder covenants that the Developer/Builder shall allot to the ownership of the Owners/Vendors semi furnished, total saleable area 3097.55 sq.mts. with built up area of 2400.10 sq. mts., agreed in this agreement as per the approved plans and as per the specifications set out in this agreement which shall form integral part of this agreement as per the Allotment Charts as mentioned below and the balance flats as per the approved plan shall be the share of Developer/Builder.

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b. That the OWNERS/VENDORS namely Miss. Rhea Nitin Kenkre, Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare, Shri. Nitin Fatu Kenkre and Smt. Pratibha Nitin Kenkre shall be allotted Flats with total Saleable area of 1550.00 sq. mts with built up area of 1216 sq. mts., as mentioned herein below in Allotment Chart A:

Allotment Chart A:

NC 1	7 7 7 7 7 7 7	1.5ВНК	FLOOR	AREA (SQ.MTS.)	AREA (SQ.MTS.)	P CARPET AREA (SQ.MTS.)	BALCONY AREA (SQ.MTS.)	OPEN
-			First Floor	88.00	67.80	48.80	14.50	- 1
2	A-301	1ВНК	Third Floor	67.00	53.80	39.30	11.30	
3	A-304	1.5BHK	Third Floor	88.00	67.80	48.80	14.50	- 2)
4	A-401	1ВНК	Fourth Floor	67.00	53.80	39.30	11.30	
5	A-404	1.5ВНК	Fourth Floor	88.00	67.80	48.80	14.50	-
6	A-501	1ВНК	Fifth Floor	67.00	53.80	39.30	11.30	-
7	A-504	1.5BHK	Fifth Floor	88.00	67.80	48.80	14.50	-
8	A-601	1ВНК	Sixth Floor	67.00	53.80	39.30	11.30	-
7.5	A-703 DISTRAR	1.5BHK	Seventh Floor	88.00	67.80	48.80	14.50	-
10-/	B-301~	- 5-814) E	Third Floor	88.00	67.80	48.80	14.50	-
11	B-304	, Явнки	Third Floor	67.00	53.80	39.30	11.30	
12	B-401	1.5ВНК	Fourth Floor	88.00	67.80	48.80	14.50	*
13	B-501	1.5BHK	Fifth Floor	88.00	67.80	48.80	14.50	-
.4	B-504	1ВНК	Fifth Floor	67.00	53.80	39.30	11.30	
5	B-601		Sixth Floor	88.00	57.80	48.80	14.50	-
6	B-604		Sixth Floor	67.00	53.80	39.30	11.30	
7	B-701		Seventh Floor	88.00	57.80	18.80	14.50	-

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18	B-704	1ВНК	Seventh Floor	67.00	53.80	39.30	11.30	-
19	C-101	1BHK	First Floor	67.00	53.80	39,30	11.30	-
20	C-201	1BHK	Second Floor	67.00	53.80	39.30	11.30	-
T				1550.00	1216.00			

c. That the OWNERS/VENDORS namely **Dr. Sunil Umakant Kenkre and Mrs. Seema Sunil Kenkre** shall be allotted Flats with total Saleable area of 779.85 sq. mts with built up area of 598.10 sq. mts., as mentioned herein below in **Allotment Chart B**:

Allotment Chart B

SR. NO.	FLAT NO	TYPE	FLOOR	SALEABLE AREA (SQ.MTS.)	BUILT UP AREA (SQ.MTS.)	CARPET AREA (SQ.MTS.)	BALCONY AREA (SQ.MTS.)	EXCLUSIV E OPEN TERRACE AREA (SQ.MTS.)
1	A-101	1ВНК	First Floor	67.00	53.80	39.30	11.30	-
2	A-302	2ВНК	Third Floor	109.00	83.70	65.30	11.88	8.85
3	A-303	1.5BHK	Third Floor	88.00	67.80	48.80	14.50	-
4	B-302	1.5BHK	Third Floor	88.00	67.80	48.80	14.50	-
5	C-401	1ВНК	Fourth Floor	67.00	53.80	39.30	11.30	-
6	C-404	440	Fourth Floor	88.00	67.80	48.80	14.50	-
7	C-504	J.E.	Fifth Floor	88.00	67.80	48.80	14.50	122
8	C-703	1.559	Seventh Floor	88.00	67.80	48.80	14.50	-
9	C-704	ыз внк	Seventh Floor	88.00	67.80	48.80	14.50	*
				771.00	598.10			8.85

d. That the OWNERS/VENDORS namely **Miss Namrata Kenkre** is entitled for saleable area of 767.70 sq. mts., with built up area of 586.00 sq.mts. However, Miss Namrata Kenkre has requested to allot saleable area of 117.85 sq. mts. in the present project and have requested to allot the balance saleable area of 649.85 sq. mts in the other ongoing project of Rajdeep Builders, namely Rajdeep Riviera, situated at Caranzalem, Goa in the form of flats of equivalent value. Accordingly, Miss. Namrata Kenkre is allotted saleable area of 117.85sq. mts. in the present project as per **Allotment Chart C** as mentioned herein below:

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ALLOTMENT CHART C

SR.NO.	FLAT NO	TYPE	FLOOR	SALEABLE AREA (SQ.MTS.)	BUILT UP AREA (SQ.MTS.)	CARPET AREA (SQ.MTS.)	BALCONY AREA (SQ.MTS.)	EXCLUSIV E OPEN TERRACE AREA (SO.MTS.)	
1	A- 202	2ВНК	Second Floor	109.00	83.70	65.30	11.88	8.85	

i. That lieu of the balance saleable area of 649.85 sq. mts, Miss Namrata Kenkre is allotted two flats in project Rajdeep Riviera, situated at Caranalem Goa.i.e. a Flat No.401, admeasuring 127.32 sq. mts, inclusive of 2.87 sq. mts. sq. mts. private terrace and a Flat No.402, admeasuring 127.32 sq. mts. inclusive of 2.87 sq. mts. private terrace, in the Project Rajdeep Riviera. Though there is a variation in balance saleable area which is 649.85 sq. mts. and variation in saleable area of the Flat No. 401 and 402 of Rajdeep Riviera allotted Miss Namrata Kenkre, which totally admeasures 254.64 sq.mts., the difference in area is equalised after considering that, for construction of a residential project and for selling of flats thereon, the Market rate/value at Caranzalem Goa is more than Market rate/value at Santa Cruz Goa.

ii. That the total area of 767.70 sq. mts., of the entitlement of Miss. Namrata Kenkre is already considered in calculation of stamp duty and registration fee for execution of the present Agreement. Thus, the Developer/Builder is now bearing the requisite stamp duty and registration fee with respect to the flats at Rajdeep Riviera, Caranzalem Goa, while executing the present Agreement before the Sub Registrar of Panaji Goa. However, any tax liabilities such as GST or any other taxes including stamp duty and registration fees levied by the Government and if made applicable at the time of execution of Agreement for Sale/Deed of Sale Transfer Deed/Exchange Deed/Conveyance Deed or any other deed, with respect to the Said Flats at Rajdeep Riviera, Caranzalem Goa, before the concerned Sub Registrar shall be borne by the said Owner/Vendor namely Miss. Namrata Kenkre at that point of time. Moreover, Miss. Namrata Kenkre, will have to pay the prevailing maintenance deposit with respect each flat i.e. Flat No. 401 and 402 that will applicable with respect to Project Rajdeep Riviera, Caranzalem Goa at the time of Occupancy Certificate the said Project-Rajdeep Riviera.

e. The Developer/Builder, in consultation and with consent of the Owners/Vendors, shall be entitled to make minor modifications/revisions in the plans already approved by the concerned authorities.

f. The Developer/Builder shall develop the Said Property strictly as per the plans sanctioned and approved by the competent authority and in compliance with all applicable local laws/rules and regulations of the said authority; and all penal or any other consequences of any violation thereof (including the cost of compounding such violation and

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regularization of construction in compliance with law shall be that of the Developer/Builder alone ("Developer's Cost"), with no recourse whatsoever to the Owners/Vendors.

- g. The Developer/Builder shall commence the construction of the Units/Built up areas after entering upon the Said Property and shall complete the construction of said Units/Built up areas, as per sanctioned plan granted by competent authorities, within a period of 48 months from the date of obtaining sanction for construction with a grace period of 6 months and the time for completion of project can be further extended only in the event of force majeure or pandemic situation resulting in the delay in completion of the project which are beyond the control of Developer/Builder.
- h. The said completion shall mean and include civil works including the building(s), landscaping, electrical works, sanitary and plumbing works, sewerage and all other common amenities along with permanent connection for electricity and water and sewerage etc.
- i. Provided always, the adherence with the time lines shall be subject to:
 - i. "Force Majeure" which shall mean the Act of God, Act of War, terrorist attack, pandemic, epidemic, fire, strike, lockout, natural catastrophes, riot, civil disturbance, flood, earthquake, epidemic, changes in Applicable Law or any order, decree, judgment of the Court of Law or act(s) beyond the control of the Developer/Builder;
 - **ii.** Any act or omission of the Owners/Vendors which may directly or indirectly disable or obstruct the Developer/Builder from discharging the Developers/Builders' obligations under this Agreement; and
- iii. Impact of any external irresistible force or factor which may obstruct or disrupt the work of the Decloper/Builder.
- certificate by the Concerned Authorities, for reasons not attributable to the Developer/Builder and the delay is solely due to acts or omissions on the part of the Government departments or if the delay has been occasioned by any Act of God, Force Majer e Causes, any natural calamities, pandemic such as present COVID-19 pandemic, restrained order from any Appropriate Authority or Judicial Body, non-availability of raw material due to government restraints and or due Government Order.
- **j.** The entire period of time lost in (i), (ii), (iii) and (iv) above, shall be excluded for the purpose of ensuring adherence with the agreed time lines by the Developer/Builder as is set out hereinabove. Moreover, no Penalty as mentioned in Annexure I, shall be paid by the Developer/Builder due to delay or during the period of stoppage of work due to reasons as mentioned above. Moreover, no Penalty as mentioned in Annexure I shall be paid by the Developer/Builder, if the flat/Units allotted to Owners/Vendors or their respective nominees are ready for possession, but Owners/Vendors fails to take possession of the Flat/Units on being intimated in writing by Developer/Builder.

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- **k.** In case of any accident, mishap or any other event occurring on the Said Property only during the construction of the Said Project, the Developer/Builder shall be solely responsible for the consequences thereof and make payment of compensation, claims and losses suffered by any party due to the said accident and to make good the said losses and the Owners/Vendors shall have no liability of any nature whatsoever. It is further provided that in case of any prosecution arising due to said accident, the Developer/Builder alone shall be liable and there shall be no claim made against the Owners/Vendors.
- 1. During the period of the construction of the Said Project, the property tax and other applicable Panchayat and State Government taxes and levies shall be borne and paid by the Developer/Builder from the date of execution of this agreement.
- m. It is reiterated that save and except the obligation of deducing a good and marketable title and incurring such costs as are specifically set out hereinabove, all other costs and taxes which shall include charges paid to obtain the professional fee/charges/costs/taxes paid to advocates, architects, engineers, contractors, cost of the construction materials including and not limited to cement, bricks, steel, façade, electrical cabling, sanitation pipes, paint, tiling, marble, glass, aluminum used to construct the Said Project or any other costs which may have to be incurred to complete the construction of the Said Project in all respects and in compliance with statutory regulations including and not limited to the fee and charges payable for obtaining Occupancy Certificate of the Said Project from the competent statutory authorities; all these costs are to be borne by the Developer/Builder.
- n. In the event of the Owners/Vendors being made liable for any loss by a third party during the construction period on account of the problem, if any in construction aspects, the Developer/Builter agree and undertake to indemnify the Owners/Vendors against all persons claiming on the Owners/Vendors from all such losses, damages, costs including costs of defending any such action and the like, that may be relating to construction aspects:

Developer/Builder hereby agrees, declares represents and covenants as under:-

- i. The Developer/Builder has the necessary expertise, infrastructure, financial ability and resources to perform the obligations, to carry out the development of the Said Property as envisaged herein. The Developer/Builder shall perform and complete all its obligations under this Agreement on best effort basis.
- ii. The Developer/Builder shall strictly adhere to all the Applicable Laws including Real Estate (Regulation and Development) Act, 2016 along with all the rules circulars/notifications notified from time to time while executing the Project.
- iii. The Developer/Builder shall at its own costs, expenses and efforts carry out and complete the entire construction of the Project in accordance with the Plans sanctioned by the Authorities and in compliance with all the terms and conditions

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that may be imposed by various Authorities, and in good workman like manner, with such quality guidelines, amenities and facilities as may be mutually agreed between the Parties hereto from time to time.

iv. To look after, manage and administer day to day construction activities of the New Building till receipt of Building Completion Certificate/ Occupancy Certificate.

v.To finalize the Building Plans, and to obtain all the necessary Approvals.

vi. All the expenses, end costs which may have to be incurred in connection with the preparation of plans, drawings, estimates etc., and / or obtaining clearances and sanctions for the plan and also the entire cost of construction and development of the Said Property, the cost of providing the amenities, services and facilities and the fittings and fixtures thereon including the fee payable to the Architects, Engineers, Contractors and other staff and workmen shall be solely borne by the Developer/Builder.

vii.In case of disputes between the Developer/Builder and their contractor, architects, engineers and other workmen and suppliers of materials and other persons for the development in the Said Property, the same shall be fully settled by the Developer/Builder who shall also be liable and answerable for their claims, if any. In case of any accidents or injury or death occurring during the course of the construction period to any workmen in the Said Property, the Developer/Builder will solely be responsible. The Owners/Vendors herein shall have no liability to any extent in this behalf.

viii. While carrying the development of the Said Property by constructing thereon a uilding, the Developer/Builder shall alone be responsible for the liability of E.S.L.P.F.. Vorkmen scheme Act and all other statutory liabilities to the workers and the other apployed by the Developer/Builder and the Developer/Builder shall keep indemnified the Owners/ Vendors in respect of all the claims indemnify an made in that behalf.

ix The Developer/Builder alone shall bear the necessary fee and expenditure for obtaining the permissions, additional permissions, sanctions, additional sanctions etc., and they alone have to exclusively follow up with the concerned authorities for all the required purposes. The Owners/Vendors shall pay the land usage charges, impact fcc or conversion charges if any applicable on the said land.

x.Obtaining the Completion or Occupancy Certificate forthwith upon completion of the construction by the Developer/Builder as per the approved plans and the cost and out of pocket expenses incidental thereto for the completion and Occupancy Certificate for the project shall be borne and paid by the Developer/Builder.

xi.It is agreed between the parties that the Developer/Builder solely shall be responsible for all the work undertaken by the Developer/Builder at site including safety of labourers, workers, contractors, etc. The Developer/Builder shall on his own account comply with all the provisions of law including Workman's Compensation Act, Employees Provident Fund Act, ESI and other statutory requirements which needs to be complied by the Developer/Builder in accordance with law. The Developer/Builder hereby indemnifies and keep the Owners/Vendors indemnified against any claim, loss and or demand made by any authorities and or workman and or labourers and hereby undertakes that, claims, if any, by any person whomsoever for any event which might have taken place at site shall be solely borne by the Developer/Builder and the Developer/Builder shall be solely responsible to settle all such claims without there being any liability on the Owners/Vendors.

xii. The Developer/Builder shall carry out construction on the Said Property strictly in accordance with the approved plans and specifications sanctioned in respect thereof. The Developer/Builder shall indemnify and keep indemnified, saved, defended and harmless the Owners/Vendors from and against any loss or damage suffered or incurred by the Owners/Vendors, due to any liability attaching on to the Owners/Vendors, as a result of the Developer/Builder committing any breach of the Development Control Regulations in force in Goa in the course of development of the Said Property or as a result of any such construction carried out by the Developer/Builder on the Said Property not conforming to the sanctioned plans and specifications.

xiii. The Developer/Builder undertakes that they will use all first grade and good materials required for the construction and completion of the project and assure the grade of the work as mentioned in Schedule III (specifications).

xiv. The schedule hereof containing the specifications for construction and the areas comprising the entitlements of the Owners/Vendors and the Developer/Builder and the work shall be of first grade construction throughout, the specifications for the Owners/Vendors entitlement shall not be of inferior quality in any respect as compared to those for entitlement of the Developer/Builder and shall be fully habitable.

xv.The Developer/Builder shall invest all money and other resources required for construction of the Said Project. All responsibility, costs, expenses, risk and liability for construction of the Said Project shall be solely of the Developer/Builder, with no liability whatsoever to the Owners/Vendors, including the following:-

a. Ensuring that every part of the Project is legal and for this purpose the Developer/Builder shall obtain all the permissions, licenses, approvals, N.O.C's and revisions, modifications, alterations thereof or of any term or condition therein etc., from time to time, required by law for construction of the residential proposed building/s and everything that is necessary in this regard.

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- **b.** Procuring raw materials, labour and such other material as is required for construction of the residential proposed building.
- **c.** Engaging services of Architects, Engineers, Contractors, Labourers, Workers and other personnel as may be required for the purposes of construction of the residential proposed buildings and either through them or itself supervise the construction.
- **d.** Ensuring that the construction of the residential building/s is being carried out as per the approved plans and designs with good quality materials and particularly as per the specifications of this agreement.
- **e.** Ensuring the responsibility and liability of labour, and shall compliance with all the applicable laws and labour laws in case of any accident and liability.
- f. Obtaining Completion/Occupancy Certificate for the Said Project;
- **g.** Putting up a board or hoarding at the Said Property displaying the details about the construction being undertaken and displaying the permissions as required by law.
- **h.** All and every other thing necessary for construction of the residential proposed buildings which is not expressly forbidden by or under this agreement.
- i. The Developer/Builder shall comply with all the labour laws and shall be responsible and liable for all claims made by workers under all or any law of acts and shall be liable to pay all or any amount that may be payable to labour or workmen.
- **j.** All liability of suppliers shall be of Developer/Builder including liability of paying the GST or any other tax as applicable by the Developer/Builder.

10. COMPLETION OF THE PROJECT:

- a. It is mutually agreed that the Developer/Builder shall complete the construction within 48 months signing of the Joint Development Agreement with a grace period of 6 months, time being the essence of this Agreement. The completion as referred to in this clause shall also include issuance of the completion certificate by the competent authority certifying that the Said Project has been completed in terms of the specifications agreed;
- b. The parties hereto agree that upon developing the Said Property better described in **Schedule 1** in terms of specifications and in terms of the approved plans, the Developer Builder shall sell and or transfer the Developer/Builders area comprising of Units built up areas therein in the Said Project to any third party and the Developer/Builder shall be entitled to enter into Agreement for Sale with any third Party with the intervention or indulgence of the Owners/Vendors herein.
- c. The Developer/Builder shall as a Security for completion of the entire Project and for compliance of the terms and conditions of the said Project, retain 2 flats from the Developer/Builders' area, in the present phase and 3 flats in phase II, with a clear understanding that the said flats, shall be retained as a security, till the possession of the Owners/Vendors area in the respective Phase is handed over to the Owners/Vendors in all respect. It is agreed between the parties that the said 2 flats which shall be retained as security in the present phase are identified in the plan hereto and details of which are set

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out herein after. The Developer/Builder, declare and undertake that the Developer/Builder shall not enter into any Agreement of Sale or any agreement of creating third party right in respect of said 2 flats in present phase and 3 flats in the second phase. Needless to state that the said 2 flats in present phase and 3 flats in second flat shall also not be subject to any mortgage, charge or lien.

FLATS OF THE SHARE OF DEVELOPER/BUILDER RETAINED IN FIRST PHASE AS SECURITY FLATS

SR. NO.	FLAT	TYPE	FLOOR	SALEABLE AREA (SQ.MTS.)	BUILT UP AREA (SQ.MTS.)	CARPET AREA (SQ.MTS.)	BALCONY AREA (SQ.MTS.)	OPEN TERRACE AREA (SQ.MTS.)
1	C-603	1.5 BHK	Sixth Floor	88.00	67.80	48.80	14.50	-
2	C-604	1.5 BHK	Sixth Floor	88.00	67.80	48.80	14.50	-

d. The Developer/Builder hereby covenant that in the event, the project is left incomplete for whatsoever reasons, and or the present Agreement is terminated for violations of the terms of this Agreement or otherwise, in that event, the Owners/Vendors shall be entitled to take said flats referred to in Clause(c) above, which flats are reserved by the Developer/Builder as Security for completion of the Said Project without any claim by the Developer/Builder and Owners/Vendors shall complete the Said Project by raising funds by selling and or transferring the said units to third parties without the intervention of the Developer/Builder.

ALL RIGHT TO ENTER

- a. The Owners/Vendor is in possession and enjoyment of the Said Property. The Owners/Vendors hereby authorizes the Developer/Builder and its employees, agents, representatives, etc. to enter upon the Property to undertake any activities as maybe necessary to complete its obligations under this Agreement.
- **b.** The Owners/Vendors shall always be entitled to inspect the progress of the work and type of work which is being executed in the Said Property. The Owners/Vendors hereby authorizes and empowers the Developer/Builder to develop the Said Property and the same is not be revoked till the completion of the proposed development and sale of the New Building as agreed and declared accordingly, except in case of cancellation or repudiation of this Agreement.
- c. The Owners/Vendors shall permit the Developer/Builder, its employees, agents, representatives, etc. to enter upon the Said Property for the purpose of the development after signing of this Agreement.

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d. The Owners/Vendors do hereby grant permission to the Developer/Builder to enter upon and remain at the Said Property inter alia for the purpose of discharge of all obligations & functions; and for enjoyment of all rights, entitlements and authorizations under this Agreement and such other and further deeds and documents as may be executed pursuant thereto. The Developer/Builder shall have right to enter upon, occupy and use the Said Property and to make at its costs, charges and expenses such investment, development and improvements therein as may be necessary and expedient to implement the Project in accordance with the provisions of this Agreement. Provided however that, nothing herein contained shall be construed as delivery of possession in part performance of any Agreement for Sale under Sec 53 A of the Transfer of Property Act or under section 2 (47) (v) of the Income Tax Act, 1961. It is clarified that the right of entry into the Said Properly is granted for undertaking development and carrying out the obligations of the Assignee under this Agreement.

12. DELIVERY OF POSSESION:

Subject to what is stated hereinabove, the Developer/Builder agrees and understands that timely delivery of possession of the Owners/Vendor's area in New Building is the essence of the Agreement. The Developer/Builder, based on the approved plans and specifications, assures to endeavour to hand over possession of the Owner/Vendor's area within a period of Thirty (30) days, from obtaining Occupancy Certificate from the competent authorities for the same.

a. The Developer/Builder, upon obtaining the Occupancy Certificate from the competent authority, shall offer in writing the possession of the Owners/Vendor's Share, to the Owners/Vendors in terms of this Agreement. The Developer/Builder on its behalf shall offer the possession to the Owners/Vendors in writing within Thirty (30) days of receiving the Occupancy Certificate of the Project.

ELETTINE ing a ritten intimation from the Developer/Builder as per clause 12(a), the small take possession of the Owners/Vendor's share from the Developer/Builder by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Builder shall give possession of the Owner/Vendor's share to the Owners/Vendors. Owners/Vendors/its assigns undertakes to pay /deposit with the Developer/Builder such other association/Society/Entity as may be formed or into the account created to tend to maintenance and payment of other common outgoings as called upon, in respect of area occupied by it/its assigns. Moreover, the Owners/Vendors shall pay the House Tax and Electricity Bills with respect to the respective Flats allotted to the Owners/Vendors as per allotment chart mentioned herein above, on taking possession of their respective flats.

c. After obtaining the occupancy certificate and handing over physical possession of the Owner/Vendor's Share to the Owners/Vendors, it shall be the responsibility of the Developer/Builder to hand over all the necessary documents and plans, including

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common areas, to the Owners/Vendors or the competent authority, as the case may be, as per the local laws. The Developer/Builder at the time of handing over possession shall execute a Deed of Allotment in respect of the flat allotted to the Owners/Vendors or their respective nominees at the request of and at the cost of the Owners/Vendors. However, stamp duty required for execution of Deeds of Allotment with respect to 2 flats of their choice allotted to Dr. Sunil Umakant Kenkre and Mrs. Seema Sunil Kenkre jointly or allotted to their respective nominees; 2 flats of their choice allotted to Miss. Rhea Nitin Kenkre, Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare, Shri. Nitin Fatu Kenkre and Smt. Pratibha Nitin Kenkre jointly or allotted to their respective nominees; and one flat allotted to Miss Namrata Kenkre or allotted to her respective nominee, shall be borne by the Developer/Builder. Stamp Duty and all other cost required for execution of Deeds of Allotment with respect to flats over and above the flats as mentioned above in this clause, shall be borne by respective Owners/Vendors as per their share allotment as mentioned herein above in clause 9, on their own, at their own cost.

d. The Developer/Builder covenants and undertakes that the Developer/Builder shall not be entitled to give possession of 4480.30 sq. mts. of the Units/saleable area in the said New Building to anyone else including the purchaser of the built up area in the said project or allow anyone else to occupy or use any part of the said project on any basis whatsoever, unless and until it has prior thereto completed the construction of the Owners/Vendor's area, complete in all respect and has handed over possession of the Owners/Vendor's area to the Owners/Vendors complete in all respect. It is further agreed that in all such agreements entered into by the Developer/Builder with its Purchasers, the Developer/Builder shall specifically insert the clause informing such purchasers that the possessed of the built-up area, shall be first handed over by the Developer Builder to the Owners/Vendors and thereafter to the Purchaser of the builtup area. Similarly, alclause shall be inserted in all agreements that on completion of both chases, Owners andors shall execute a Sale Deed with respect to the said Plot in favour of the Developer/Builder and Developer/Builder shall then execute respective Sale Deeds with the prospective Purchasers without Owners/Vendors being made party to the same Sale Deed, subject to the Developer/Builder complying to all stipulations contained in the agreement vis-a-vis the Owners/Vendors.

e. It is agreed between the Parties that upon completion of the New Building, the Developer/Builder shall not hand over possession of the built up area to any third party prior to handing over possession of the Owners/Vendors Area to the Owners/Vendors. It is further agreed that in all such agreements entered into by the Developer/Builder with its Purchasers, the Developer/Builder shall specifically insert the clause informing such purchasers that the possession in respect of the built up area shall be first handed over by the Developer to the Owners/Vendors and thereafter to the Purchaser of the built up area.

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- **f.** The Owners/Vendors shall at all times furnish all requisition and or documents pertaining to the title of the Said Property unto the Developer/Builder and do all that is required for better assuring and or conveying the title of the Said Property to the purchasers at the cost of purchasers.
- **g.** The Owners/Vendors covenants to transfer the title in respect of the Said Property or any part thereof in terms of the present agreement in favour of the purchasers or any of its nominees or in favour of any co-operative society/entity, at the instance of the Purchaser.
- h. The Owners/Vendors further covenants that the Developer/Builder shall be entitled to enter into an agreement for sale of Developer/Builder's area in the building proposed to be constructed by the Developer/Builder in the Said Property on such terms and conditions as the Developer/Builder deems fit and proper, provided, however, that the sale of the Units/built up area shall be restricted by the Developer/Builder only to the extent of Developer /Builder's area and the purchaser shall not be entitled to sell the area agreed to be allotted to the Owners/Vendors or their respective nominees under this Agreement.
- i. It is further agreed between the Parties that the entire liability and or responsibility of performance of terms and conditions of such agreement by the Developer/Builder with its purchaser shall be solely that of the Developer/Builder and the Owners/Vendors shall not be responsible for any of the stipulations contained in the said agreement except for transferring the proportionate undivided share in the Said Property s in favour of such Purchasers.
- j. That the Developer/Builder covenants that the Developer/Builder shall allot to the ownership of the wners/Vendors semi furnished total built up area agreed in this agreement as per the approved plans and as per the specifications set out in this agreement which shall orm integral part of this agreement. The time for securing approval and permissions for second Phase and completion of Project within 48 months with 6 months grace period, is the essence of contract and the Developer/Builder shall obtain and secure approval of the plans for the second phase within a period of 6 months from the date of signing of this Agreement, with 6 months grace period.
- **k.** The Owners/Vendors further authorizes the Developer/Builder to develop the Said Property strictly as per the approved plans and upon obtaining the necessary permissions from the competent authorities, any violations and or any legality committed in execution of the project by the Developer/Builder shall be the sole responsibility of the Developer/Builder and the Owners/Vendors shall not be held responsible for the same.

1. The Developer/Builder hereby indemnifies and keeps the Owners/Vendors indemnified against any claim of whatsoever nature raised in that regard by the competent authorities.

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m. In the event of the Owners/Vendors being made liable for any loss by a third party during the construction period on account of the problem, if any in construction aspects, the Developer/Builder agree and undertake to indemnify the Owners/Vendors against all persons claiming through Developer/Builder from all such losses, damages, costs including costs of defending any such action and the like, that may be relating to construction aspects during construction period only.

- **n.** It is mutually agreed that neither party shall be entitled to act in any manner which will be inconsistent or prejudicial to this Agreement and neither party will do any act which will jeopardize the interest of the other party and undertake to extend all possible cooperation for achieving the objectives of this Agreement.
- **o.** Both the parties hereto agree to enter into supplemental agreement(s) in the event of such contingency existing for incorporation or clarification of necessary clauses of this Agreement or to meet the needs of the time, but such supplemental agreement(s) shall be in conformity with the spirit of this main Agreement.
- **p.** The Stamp Duty and Registration Charges payable on the deed of conveyance or any Deed/s to be executed in favour of the Developer/Builder or their prospective purchasers, nominees in pursuance of this Agreement shall be borne and paid by the Developer/Builder or their prospective Purchasers, nominees etc.

q. Vendors and Developer/Builder shall bear their respective income taxes and any other tax such as service tax or VAT/ GST etc. However, the applicable taxes related to construction of Units/built up areas shall be borne exclusively by the Developer/Builder The Developer/Builder is liable for income tax and GST for their share of another tunder this Agreement including the GST payable on the Vendor's area.

- r. Any empliance with regard to Deduction of Tax at Source with respect to any and all costs incurred and payments to be made by the Developer/Builder shall solely be the responsibility of the Developer/Builder.
- **s.** Where tax at source has been deducted by the buyers of apartments/flats/built up areas in the Said Project the Developer/Builder will ensure that valid TDS certificate in the appropriate form is collected from Buyer and copy of it is handed over to the Owners/Vendors if so, required by them or necessary for their documentation/IT returns.

13. <u>DEFECT LIABILITY PERIOD</u>:

a. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/Builder as per the Real Estate (Regulation and Development) Act, 2016 ("RERA") relating to such development is brought to the notice of the Developer/Builder within a period of 5 (five) years by the Owners/Vendors from the date of handing over possession, it shall be the

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duty of the Developer/Builder to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer /Builders area failure to rectify such defects within such time, the aggrieved Owners/Vendors shall be entitled to receive appropriate expenditure in the manner as provided under RERA.

The word structural defect/s means only workmanship defect/s caused on account b. of wilful neglect on part of the Developer /Builders and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the flat owners/occupants and Owners/Vendors or due to events or acts of nature beyond the control of the Developer/Builders and shall include dampness of Terrace.

SEPARATE ACCOUNT: 14.

- a. The Developer/Builder shall maintain a separate account in respect of sums received by the Developer/Builder from the third-party purchasers as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- b. The Developer/Builder agrees that the chartered accountant mutually appointed by the parties will audit the financials and the accounts of the Developer/Builder every quarter starting from the date of execution of this Agreement and will provide the Owners/Vendors with an audit report within 10 days from the conclusion of the audit.

REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016:

- ope /Builder hereby agrees that it shall register the Project in accordance nove ions of the Real Estate (Regulation and Development) Act, 2016 and the with the Rules plade hereunder as applicable. It is further agreed between the Parties hereto that the Developer/Builder shall comply with all the provisions of the said Act and Rules as applicable and shall be solely liable and responsible to comply with the provisions of RERA and other statutory laws.
- b. The Developer/Builder hereby covenant that the Owners/Vendors shall not be held responsible for any acts of commission and or omission by the Developer/Builder at the time of construction and or completion and or sale of the built up area in the Said Property to any third party and or to any authority constituted either under Real Estate Regulation and Development Act 2016 or to any Court of Law. The Developer/Builder hereby indemnifies and keep the Owners/Vendors indemnified against such claims, demands, impositions of fines or any third party claims in regard thereto and undertake to settle all such claims arising either under Real Estate Regulation and Development Act 2016 or under any other statute at its own cost and responsibility

without there being any liability on the Owners/Vendors. However, Developer/Builder shall not be made to indemnify Owners/Vendors, in case of claims arising out of defect in property title of the Owners/Vendors.

16. FORMATION OF A CO-OPERATIVE SOCIETY OR ASSOCIATION OF PERSONS:

- a. The Developer/Builder shall be entitled to form and register a co-operative society/condominium/association/maintenance Society of persons and/or a limited company or other incorporated body of all the purchasers of various premises in the New Building.
- b. Upon formation of the co-operative society/condominium /association of limited company/Maintenance persons and/or a Developer/Builder shall execute one or more deed/s of conveyance in respect of the Said Property in favour of the co-operative societies/condominiums /association of person and/or a limited company or other incorporated body /maintenance Society that may be formed by the Purchasers of Units in the The Owners/Vendors hereby confirms that the Building. Developer/Builder is empowered to sign and execute the said Deed of Conveyance. The Owners/Vendors undertakes to give full co-operation and hereby agree and undertake that if required by the Developer/Builder, the Owners/Vendors shall sign all requisite documents and Deed of Conveyance to ensure conveyance of the Property and / or the New Building to the cooperative society /condominium /association/Maintenance Society of person and/or limited company or other incorporated body, as the case may be.

MENT OF DEPOSITS ETC:

The Owners/Vendors and the Developer/Builder shall pay for all the deposits payable to the electricity department, Government of Goa, Goa Water Supply and Sewerage Board, and any other expenses required for such connections (including the cost for any material cables, transformers) in respect of their respective constructed area.

b. Notwithstanding anything contained herein, the electricity/ water/gas connection in the New Building will be in the name of the Owners/Vendors. In the event any unit in the New Building is sold to a third-party purchaser, the Owners/Vendors shall transfer such connection to the third-party purchaser.

18. PARKING:

The parties agree that the car parking slots /areas in the basement and stilt floor shall be allotted by the Developer/Builder to the Owners/Vendors in proportion to the flats allotted to the Owners/Vendors.

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19. NAME OF THE PROJECT:

The Owners/Vendors and the Developer/Builder by mutual understanding has agreed to name the said Project in the name and style of **RAJDEEP COURTYARD KENKRE.**

20. OTHER GENERAL CONDITIONS:

a. TIME:

Time for performance of the respective obligations of each of the parties herein shall be of essence subject to force majeure and pandemic condition and epidemic condition and as is set out herein.

b. MARKETING / ADVERTISEMENT / PUBLICITY:

- i. All sales and marketing expenses for project including Vendor's area if any shall be the responsibility of the Developer/Builder.
- ii. The Developer/Builder shall be entitled prepare attractive brochures and/ or models of the proposed building/s to be constructed on the Said Property and to do all that is required to effectively market the Said Property.
- iii. The Developer /Builder shall be entitled to erect boards in the Said Property for advertising for sale and disposal of the constructed area in the Said Property and to publish in the newspaper/s, magazine/s, web site/s and such other media calling for application forms from prospective purchasers and market the Said Project.

21. INDEMNITY:

Both the Parties ("Indemnifying Party") hereby agree to indemnify and keep intermined at all times the other Party("Indemnified Party") from and against any and all losses, damages, claims, costs, charges and expenses which may be occasioned or caused to the Indemnified Party on account of non-compliance of the obligations to be observed and performed by the Indemnifying Party or resulting from the breach of any of its obligations hereunder or any breach of law or a breach of any of the terms and conditions of this Agreement.

22. ADDITIONAL FSI:

a. In the event an additional FSI is available on the Scheduled Property due to any change in state government policy, change in law, then such additional FSI will be distributed between the Owners/Vendors and the Developer/Builder in proportion of 50% each.

23. CONVEYANCE:

The Developer/Builder may enter into agreements for sale in respect of the Units/built up areas to which it is entitled as per this agreement. The conveyance

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of the proportionate undivided share of the land by the Owners/Vendors in respect of such Units/built up areas shall be done by the Owners/Vendors as and when called upon to do so by the Developer/Builder.

24. PAYMENT OF TAXES:

- a. On and from the Execution Date, all rates, taxes, property taxes, charges, duties, burdens, assessments, outgoings and impositions whatsoever levied and payable with respect to the Said Property or any part thereof or in respect of the development and construction of the Project (including any increases on the existing taxes as well as fresh or new taxes, rates or cesses) shall be borne and paid by the Developer/Builder and the same shall be treated as a part of the Development Cost. Prior to the Execution Date, the Owners/Vendors shall pay all such rates, taxes, property taxes, charges, duties, burdens in respect of the Said Property.
- b. All service tax, GST, work contract tax and/or other statutory payments towards the constructed area of the Project shall be borne by the Developer/Builder and the same shall be treated as a part of the Development Cost.

25. MAINTENANCE:

the date of issue Occupancy Certificate by Village Panchayat of Santa Cruz.

maintenance fee from the Purchasers of the built-up area, either from Developer/Builder area or Owners/Vendors area. It is made clear that if the flats which are allotted to the Owners/Vendors or their respective nominees in terms of this agreement, are retained by Owners/Vendors for their own use, the Owners/Vendors not be liable to pay any maintenance deposit until the period of 5 years. Needless to say, that upon the expiry of period of five years the Owners/Vendors shall be liable to pay with the Developer/Builder, a prevailing maintenance deposit amount of Rs.7,00,000/-(Rupees Seven Lakhs Only) per flat towards the flats retained by them, except for 2 flats of their choice, allotted to Dr. Sunil Umakant Kenkre and Mrs. Seema Sunil Kenkre jointly; 2 flats of their choice allotted to Miss. Rhea Nitin Kenkre, Smt. Vanashri Fatu Kenkre alias Vanashribai Fotu Sinai Quencro alias Vanashribai Fatu Kenkare, Shri. Nitin Fatu Kenkre and Smt. Pratibha Nitin Kenkre jointly; and one flat allotted to Miss Namrata Kenkre in the present project, for which maintenance shall be lifetime free of cost. The said prevailing maintenance deposit amount could be paid on monthly basis or as one-time lumpsum deposit.

iii) Notwithstanding what is stated herein above in the event the Owners/Vendors, sells and or transfers their respective built up areas and or flats allotted to the Owners/Vendors, within the period of five years then such prospective purchasers of the Owners/Vendors,

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shall be liable to pay maintenance deposit of Rs.7,00,000/-(Rupees Seven Lakhs Only) per flat.

- iv) It is further agreed that if the Owners/Vendors give any of their flat on rent or on lease and license basis, then such lessee or licensee who would occupy such flat and who will avail the benefit of common amenities shall be liable to pay maintenance cost of Rs.3000/-(Rupees Three Thousand Only) per month per flat subject to changes as per applicable Floating rates. However, it shall be the responsibility of the Owners/Vendors to inform their lessee or licensee about the applicable maintenance deposit while finalising the rental agreement terms with the lessee or licensee.
- v) In case if the Flat/Unit remains close, no maintenance amount needs to be paid by the Owners/Vendors, however, water connection for the said Flat shall be withheld until the said Flat remains close.
- Purchasers shall be able to exercise two options: First whether to continue with the maintenance services as provided by the Developer/Builder with further period of five years and Second whether to take over further maintenance services of the Developer/Builder. If the Prospective Purchasers chose to exercise First option of continuing with maintenance services of Developer/Builder, then Owners/Vendors shall execute separate Maintenance Agreement with the Developer/Builder for period of further Five Years from the date of expiry of first Five Years period. If the Prospective Purchasers chose to exercise Second option of taking over further maintenance services of the Developer/Builder then the Developer/Builder shall refund to the Maintenance Society/Entity a sum of Rs.7,00,000/-(Rupees Seven Lakhs Only) collected from each Unit/built up area Owners/Vendors without any interest thereon.

If the Country Vendors, decide to retain the respective units beyond the period of five cars and in terms of stipulations contained herein above, the Owners/Vendors had to pay Maintenance Deposit as stipulated herein above, at the option of the Developer/Ruilder, after the period of next five years that is 10 years from the date of Occupancy Certificate, if the Developer/Builder, wishes to give up on maintenance of said building, at its own option or at the option of owners of built up areas and in the event for whatever reason not attributable to the Developer/Builder, if a maintenance society is not formed, then such amount of Rs.7,00,000/-(Rupees Seven Lakhs Only) paid which is collected as maintenance fee shall be refunded by the Developer/Builder to the Owners/Vendors.

viii) The Developer/Builder shall be at liberty to quit and hand over the entire responsibility of maintenance of the building to the Maintenance Society of the said project at any point of time after completing of five years from the date of the Occupancy Certificate with its sole discretion and without any interference or pressure from any of the Occupiers and in case of non-co-operation by the Unit/built up area owners in any respect and in

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such event deposit of sum of Rs.7,00,000/-(Rupees Seven Lakhs Only) collected from each Unit/built up area owners shall be refunded to the Maintenance Society without any interest thereon.

- During the period of Life time maintenance being carried out by Developer/Builder, if the Owners/Vendors, and its prospective purchasers and the prospective purchasers of Developer/Builder, having any maintenance related issues/suggestions, shall be taken into consideration only if the same is in writing and signed and presented for deciding by majority of the flat Owners to Developer/Builder. Any issue/suggestion presented by individual flat owner without majority of the owners approving it in writing, shall not be considered as issue/suggestion of general interest or concern.
- Developer/Builder from the date of Occupancy Certificate, above amount of Rs.7,00,000/-(Rupees Seven Lakhs Only) collected from each Flat Owners shall become non-refundable. Needless to say, that the Developer/Builder, as per the representations made by him shall continue to maintain common amenities and the project for a total period of 25 years at his own cost and expenses without any further claim of maintenance either from Owners/Vendors or any other persons claiming through them.
- xi) If the Developer/Builder does not receive the maintenance amount with respect to the Said Flat from the Purchasers, on issue of Occupancy Certificate by Village Panchayat, the Developer/Builder reserves the right to withhold the water connection to SAID FLAT, until the payment of maintenance deposit.

the prospective purchasers having any maintenance related issues, shall be taken into consideration of the same is in writing, signed and presented for deciding by majority of the flat owners to Developer/Builder. Any issues presented by the prospective purchasers without majority of the flat owners approving it in writing, shall not be considered as issue of general interest or concern.

The Owners/Vendors and the prospective purchasers undertake to coordinate with Developer/Builder and with their neighboring flat owners while the Owners/Vendors undertake to carry out repair work with respect to a particular Flat or with respect to the neighbors' flat wherein there is connectivity in the two flats. e.g in case of any leakage in the toilet below a particular Flat, which leakage is generated from the Said Flat, the prospective purchasers shall allow the Maintenance team of Developer/Builder to enter the Said Flat, on being intimated to them in writing, in advance, so as to expeditiously repairs the said leakage.

xiv) The prevailing Maintenance Deposit amount is finalized as approximate Rs.7,00,000/-(Rupees Seven Lakhs Only) which is subject to actual Maintenance Deposit

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amount that will be finalized on receipt of Occupancy Certificate from Village Panchayat, as at the time of handing over of possession, there may be increase or decrease in the cost of maintenance. In such case maintenance deposit amount may vary accordingly the Owners/Vendors and the prospective purchasers shall abide by the same and will have to pay the Maintenance Deposit amount actually prevailing at that time and before taking possession of their respective Flat/s.

26.CHANGES:

The Owners/Vendors and Prospective Purchasers of the said proposed residential project shall not, under any circumstances, change the outer look of the building which shall have uniformity as per approved plan and scheme provided by the Developer/Builder. The Owners/Vendors and Prospective Purchasers shall also not be entitled to make any external changes to the unit/built up area purchased, that will affect the uniformities of the building with respect to its look, colour, grills etc. If the Owners/Vendors and prospective purchasers violates this provision then the cost of restoration shall be paid by the Owners/Vendors and the prospective purchasers to the Developer/Builder.

27.WARRANTY:

i. The Developer/Builder provides Five Years Warranty for SEMI FURNISHED Units / built up areas on structural defect or any other defect in workmanship, quality or provision of services as per the Real Estate (Regulation and Development) Act, 2016 ("RERA") from the date of issue of Occupancy Certificate.

ii. That the Owners/Vendors during the progress of the work shall be entitled to have the inspection of the built-up areas proposed to be built and to be constructed as per the approved plans.

28 REPATIONSHIP BETWEEN THE PARTIES

The relationship between the Parties herein shall be on principal-to-principal basis and shall not be treated as partnership or as a joint venture. The relationship of the Parties and the manner of development of the Project shall be strictly in accordance with the terms and conditions of this Agreement as may be modified from time to time in writing signed by all Parties to the Agreement. It is hereby agreed and declared that the Parties have each undertaken their respective obligations and have rights as specified herein on their own account and on principal-to-principal basis and not on behalf of or account of or as agent of any of each other.

29. NON-ASSIGNMENT:

The Developer/Builder shall not be entitled to assign any of its rights and obligations under this Agreement to any third party without the prior written consent of the Owners/Vendors and any attempt to do so will be void. However, the Developer/Builder shall have the authority to get the development and/or construction work carried out either departmentally or by appointing contractors and/or sub-contractors, of its own

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choice but the principal and overall responsibility of carrying out the development work shall be of the Developer/Builder alone.

30. DISPUTE RESOLUTION

In the event of any disputes or differences between the Parties arising from this Agreement or its performance including any interpretation, breach, termination or invalidity thereof, it shall be settled amicably by mediation. If such dispute is not resolved amicably within 15 days after one Party has served a written notice on the other Party requesting the commencement of such resolution, the unresolved dispute shall be resolved to arbitration in accordance with the Arbitration and Conciliation (Amendment) Act, 2016 or any statutory modification or re-enactment thereof, for the time being in force by a sole arbitrator to be mutually appointed by both the Parties. The seat and venue of the Arbitration shall in Panaji, Goa. The proceedings shall be conducted in the English language.

31. GOVERNING LAW

The validity, construction, interpretation and performance of this Agreement shall in all respects be construed and the legal relations between the Parties shall be determined and governed in accordance with the laws of India.

32. NOTICES:

Any notice intended to be given to the Parties hereto by the other Party shall be deemed to be properly and validly given if it is delivered to or sent by registered post or hand delivery, and duly acknowledged to be delivered, to the respective address of the Parties mentioned in the name clause:

33. WAIVER:

The failure, with or without intent, of either Party to insist on the performance of this demend to constitute a modification of the terms hereof nor shall such failure be deemed to constitute a waver of any right of either Party to insist on the performance of this Agreement strictly in terms hereof.

34. SEVERABILITY:

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially effects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as

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possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

35. AMENDMENT:

The terms of this Agreement may not be amended, modified or waived except by a written agreement executed by the Parties. Any addition, alteration or amendment to any of the terms mentioned herein shall not be enforceable by any of the Parties unless the same is recorded in writing and duly signed by all the Parties.

36. SUPERSESSION:

This Agreement cancels, supersedes and replaces all previous agreements, memorandum of understanding, negotiations and representations, if any, whether written or oral, between the Parties. This Agreement, including all Annexures and constitute the entire Agreement and understanding between the Parties. Any modifications, changes or alteration to the terms and conditions hereof shall only be binding on the Parties hereto only if they are in writing and signed by the Parties hereto.

37. COSTS AND STAMP DUTY:

- **a.** The stamp duty and registration charges on this Agreement or any other documents executed in pursuance to this Agreement shall be borne and paid by the Developer/Builder.
- **b.** Each of the Party hereto shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and minplementation of this Agreement.
- 38. The Confirming Party do hereby confirm to the terms of the present Joint Development Agreement.
- 39. Being a Joint Development Agreement involving exchange of land for a constructed area, under construction cost of the built up area to be allotted to OWNERS/VENDORS, admeasuring 2400.10sq. mts. is calculated as Rs.6,00,02,500/-(Rupees Six Crores Two Thousand Five Hundred Only).
- 40. The market value of the Said Plot admeasuring 7320sq.mts. is calculated as Rs.2,92,80,000/-(Rupees Two Crores Ninety Two Lakhs Eighty Thousand Only).
- 41. Thus combined value of Saleable built up area and market value of Said Plot amounts to Rs.8,92,82,500/-(Rupees Eight Crores Ninety Two Lakhs Eighty Two Thousand Five Hundred Only).
- 42. Accordingly, 2.9% Stamp Duty on the total value of Rs.8,92,82,500/-(Rupees Eight Crores Ninety Two Lakhs Eighty Two Thousand Five Hundred Only), amounting to Rs.25,89,200/-(Rupees Twenty Five Lakhs Eighty Nine Thousand Two Hundred Only)

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and 3% Registration Fee amounting to Rs.26,78,480/-(Rupees Twenty Six Lakhs Seventy Eight Thousand Four Hundred and Eighty Only), is paid herewith and is borne by the Developer/Builder.

- 43. That since no monetary consideration or part consideration has been paid, no tax has been deducted at source, at the time of execution of the present Joint Development Agreement.
- 44. The parties to this deed do not belong to Schedule Castes and Schedule Tribes and are aware of the notification bearing No. RD/LND/LCR /318/77 dated $21^{\rm st}$ August, 1978 and circular No.16/4/2011-RD dated 06/06/2011 issued by the Government of Goa.

SCHEDULE I

(DESCRIPTION OF SAID LARGER PROPERTY)

ALL THAT part and parcel of the property known as "**PREDIO PALMAR CABECA**", along with the house existing thereon which is registered under Land Revenue records under no. 216, situated at Santa Cruz in the Taluka of Tiswadi, Sub-District of Ilhas, in the State of Goa, the entire property being one part of the property earlier described in the Land Registration office of Ilhas Taluka under no. 7324 of Book No. B-19 identified as Plot A which is now described in the Land Registration office of Ilhas Taluka under no. 15191 at page 50 of Book B-40 New. The said half disannexed from the property described under no. 7324 forms a distinct and independent property is registered in the Land Revenue record bearing Matriz no. 83, 84, 88, 278, 328 of Village Calapor and under nos. 1 and 2 of Village Cujira, totally admeasuring an area of 2,11,944 sq. mts. at that time and partly surveyed under survey bearing no. 110/1, 111/1 of Village Calapor of Tiswadi Taluka and under survey bearing no. 5/1 and 6/1 of Cujira Village. The said larger property is bounded as understrate.

EAST: By the rate vater drain, the plot "Horta de Mangueiral" of Ludovico Xavier Maureao and now of Francisco Cosme Matias Anjos Xavier Ribeiro Soares of Cujira and slopes of the hillock of "Colegio de Chorao" and now of Remedio Santana de Souza of Cujira.

WEST: By the Plot B.

NORTH: By the same Plot B, plot valley drain, the annexed plot of Antonio Botelho of Santa Cruz and the said "Horta de Mangueiral".

SOUTH: By the Plot B, way that goes to Nauxim and hillock Gilmando of the Communidades of Cujira and Calapor.

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SCHEDULE II

(DESCRIPTION OF SAID PROPERTY)

All that part and parcel of the Plot No. 8 admeasuring 7320 sq.mtrs. surveyed under Survey No. 5/1 and 6/1 of Village Cujira and Survey bearing no. 110/1, 111/1 of Village Calapor forming part of the larger property known as "PREDIO PALMAR CABECA" alias "CABECA" situated at Santa Cruz, within the limits of Village Panchayat of Santa Cruz, Taluka of Tiswadi, Sub District of Ilhas, District of North, State of Goa. The said Plot No. 8 admeasuring 7320sq.mtrs. surveyed under Survey No. 5/1 and 6/1 of Village Cujira is bounded as under:-

North: By National Highway 66-A.

South: By 8 meters wide internal road;

East: By open space of Sub Division Property.

West: By existing buildings of Kenkre Estates in the Sub Division Property.

SCHEDULE III

(DESCRIPTION AND SPECIFICATION OF BUILDING AND SEMI FURNISHED FLATS)

1. THE STRUCTURE:

It is an RCC so ucture with external walls up to the plinth in cement blocks masonry and the external walls in the super structure shall be of 20 cm thick cement blocks masonry. The external plaster will be double coat with sand finished and Internal plaster to be finished with punning along with primer and 3 coats of good quality paint. The internal walls shall be of 10cm light weight blocks.

- 2. 316 Marine Graded Stainless-Steel Safety Gate for main door of each flat for safety purpose.
- 3. Safety fabrication grills will be provided uniformly to all flats.

4.DOORS AND WINDOWS

The main door shall be of teakwood frame with teak wood paneled finished with polish. All the remaining doors shall be marine ply, factory processed panel. All windows will be of aluminium frames with rolling shutters of glass.

5.CEILING:

POP ceiling with led lights will be provided in all rooms.

6. <u>ELECTRICALS INSTALLATIONS:</u> All rooms of the flat will be provided with LED Lights, Fans and Exhaust Fans. All bathrooms will with exhaust fan. LED lights are provided which

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reduces electricity power consumption by min 50%, due to which we are able to give generator back up to entire flat. Havells Brand ceiling fans in all rooms. (Brand subject to availability).

7.FLOORING:

Living room, kitchen and bed room will be provided with good quality vitrified tiles. Bathroom flooring shall be anti-skid tiles of good quality and tiles fitting shall be upto full height. All bathroom fittings and sanitary fittings shall be of premium class quality.

- **8. SANITARY AND TOILET FITTINGS:** All equipment will be provided with premium plus quality fittings.
- 9. Modern kitchen with cabinets manufactured by Rajdeep Interior Firm along with 2 exhaust fans.
- **10.**Installation of Tata sky connection to all flats (Package & other services to be subscribed & paid by the client locally).
- 11. Granite sit-out without bottom storage cabinet in all Bedrooms.

ANNEXURE I

(LIQUIDATED DAMAGES / PENALTY PAYABLE BY THE DEVELOPER/BUILDER TO THE OWNERS/VENDORS FOR DELAY IN HANDING OVER POSSESSION OF THE AREA ALLOTTED TO THE OWNERS/VENDORS.)

Flat comprises of single bedroom, hall, kitchen, bathroom-Rs.7000/- per month per flat.

edroom flat -Rs.12,000/- per month per flat.

Three-edroom flat -Rs.15,000/- per month per flat.

IN WITNESS WHEREOF both the said parties upon having read over and understood all the contents as hereinabove, have hereto in token of their acknowledgement and acceptance thereof, set and subscribed their respective signatures on the day, month and year first hereinabove written.

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SIGNED, SEALED AND DELIVERED

BY WITHIN NAMED OWNERS/VENDORS:



DR. SUNIL UMAKANT KENKRE

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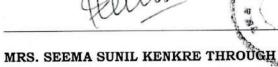
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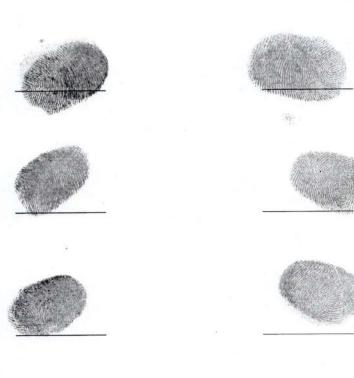
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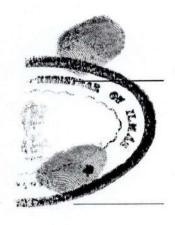


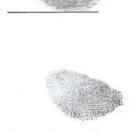
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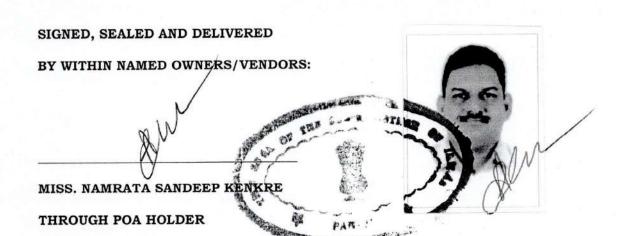






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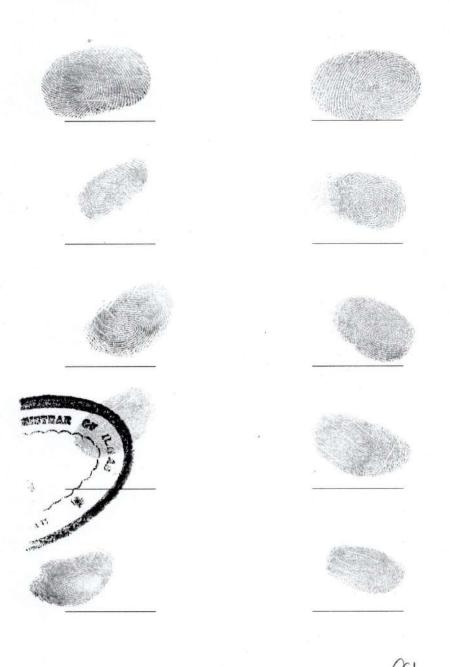
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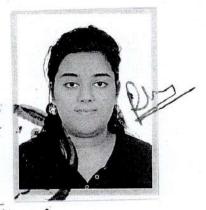


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SIGNED, SEALED AND DELIVERED

BY WITHIN NAMED

OWNERS/VENDORS:



MISS. RHEA NITIN KENKRE

L .H .T . I.





















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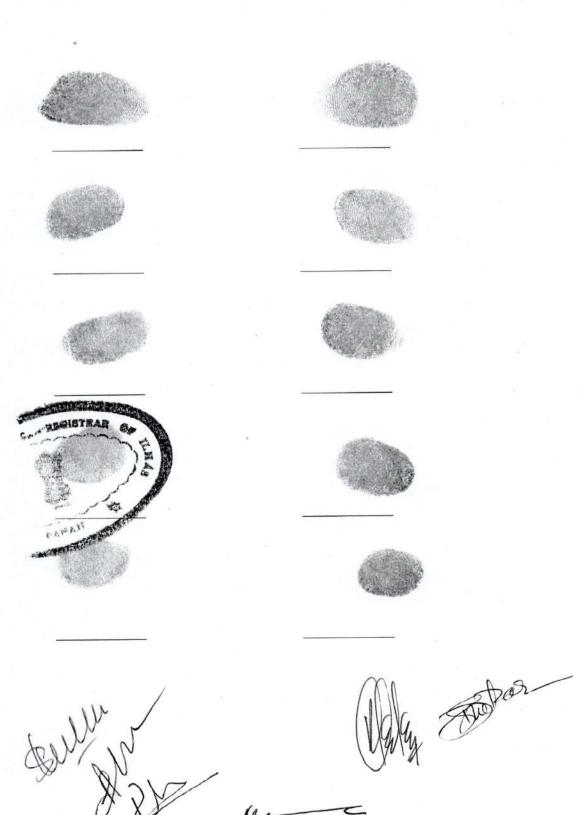
SIGNED, SEALED AND DELIVERED

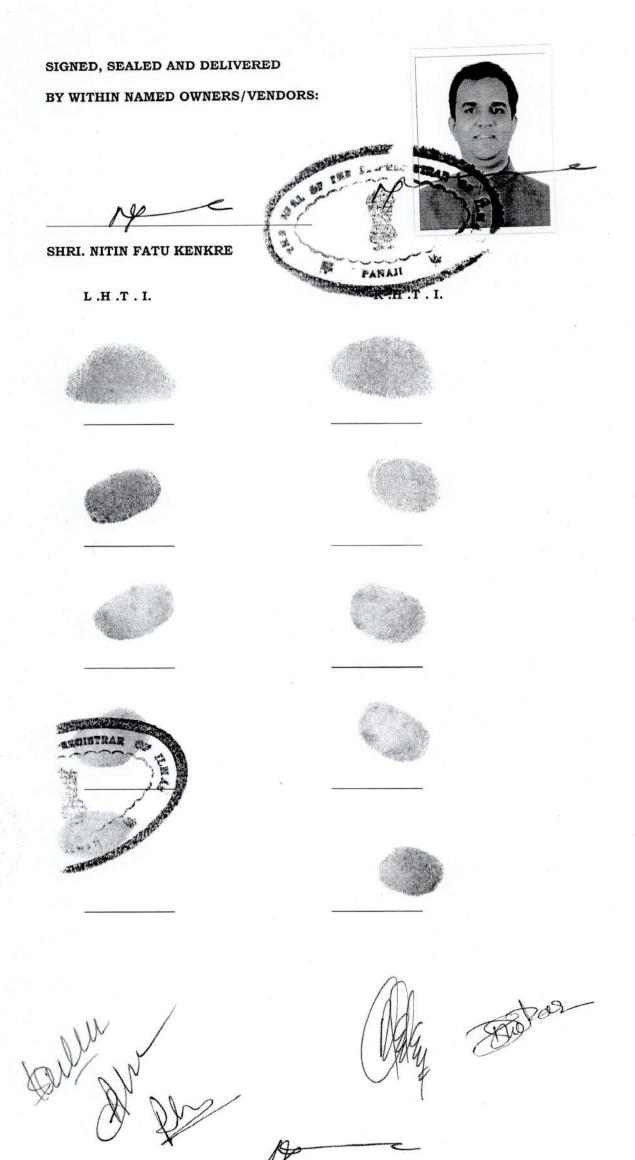
BY WITHIN NAMED OWNERS/VENDORS:

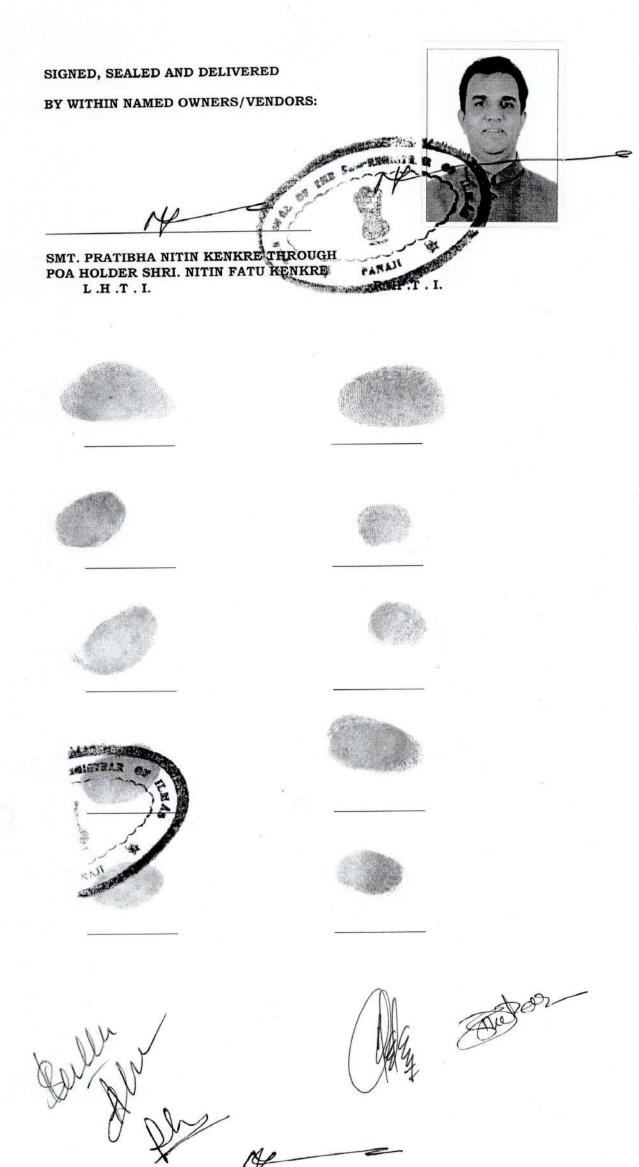
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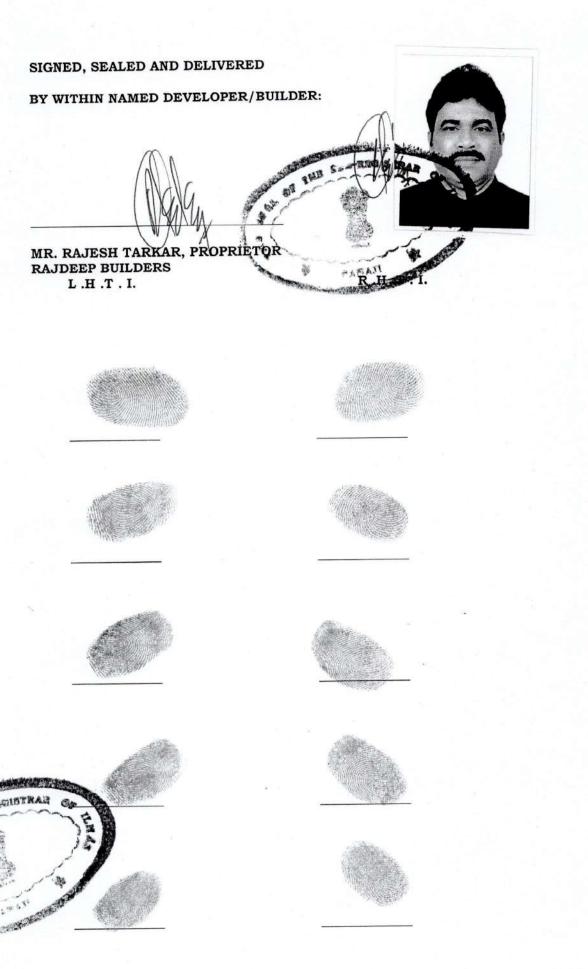
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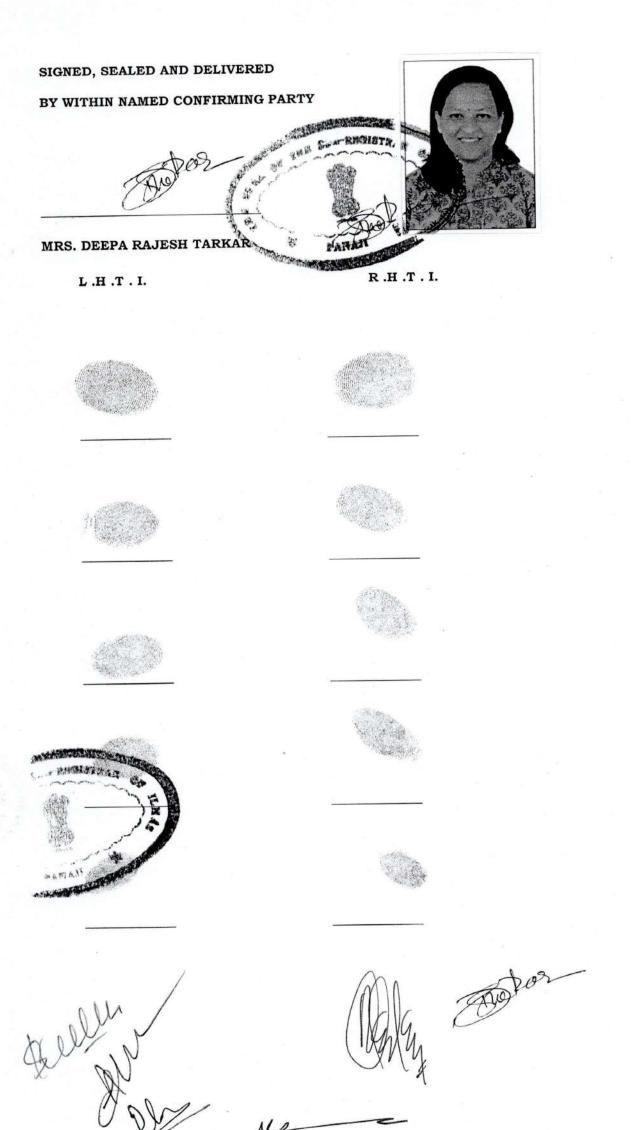


Denly John Marie Control of the Cont

Maky

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ME



WITNESSES:

1. NAME : Mr. Anant Kubal

FATHER'S NAME :- Mr. Mohan Kubal

AGE :- 35 years

MARITAL STATUS :- Married

OCCUPATION :- Service

ADDRESS :- H.No.689, Devlay near Shantadurga

Temple, Candola, Marcel Goa

SIGNATURE :

2. NAME : Ms. Santoshi Sawant

FATHER'S NAME : Mr. Achutanand Sawant

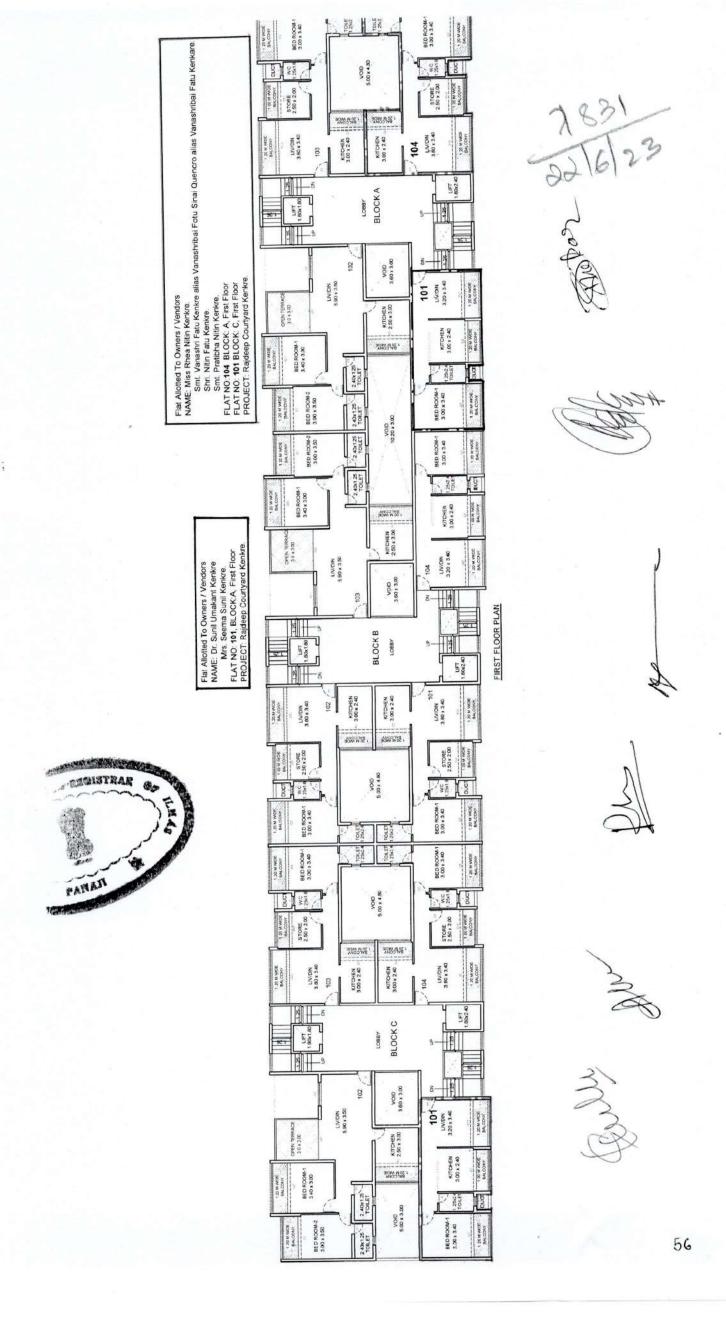
AGE : 27 years

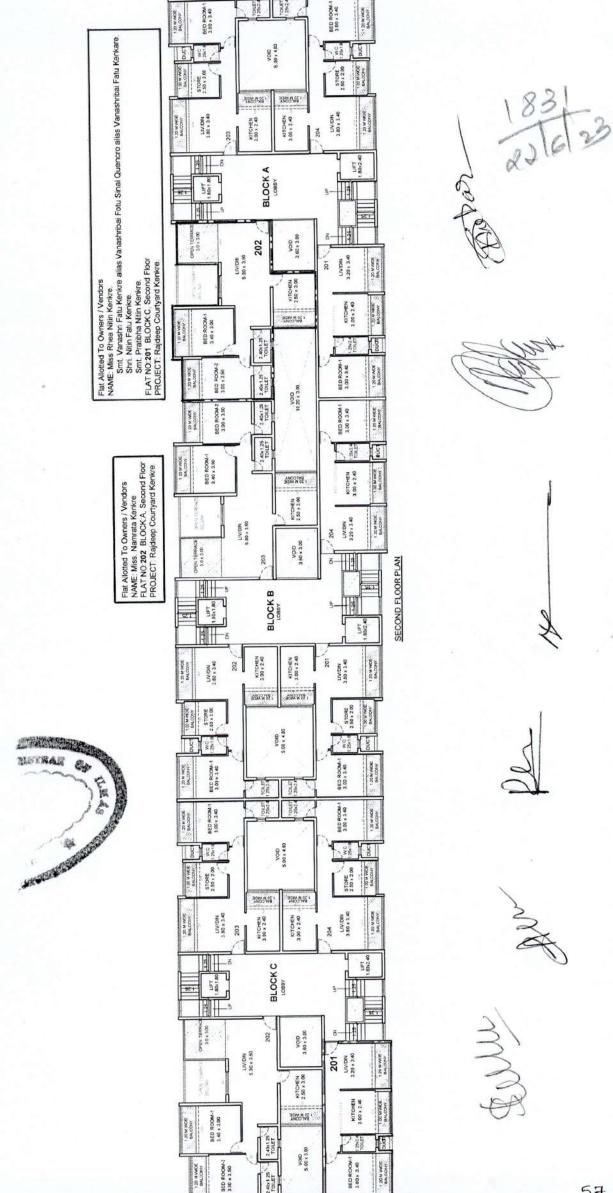
MARITAL STATUS : Unmarried

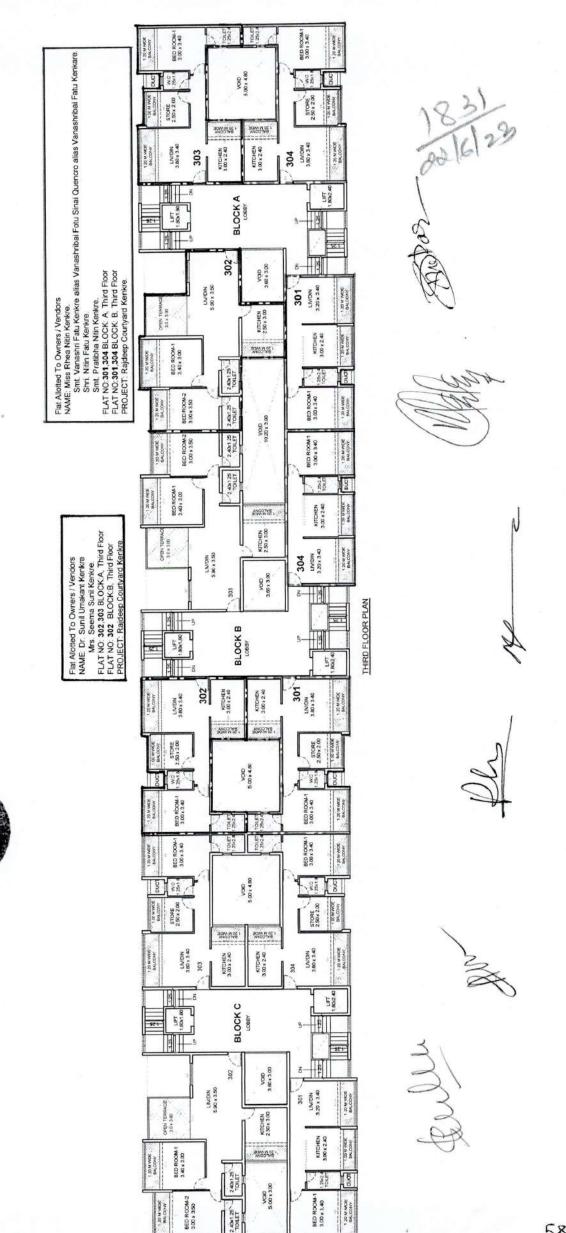
OCCUPATION : Service

ADDRESS : H.No.1049. Sai Swami Niwas, Alto Torda, Near

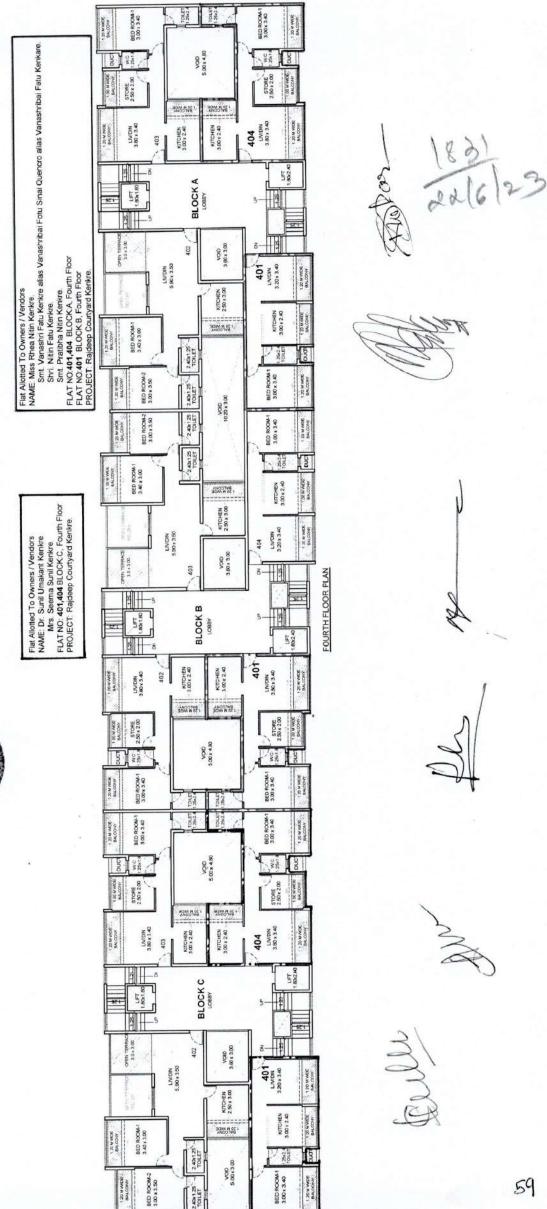
SBI Bank, Badem Branch Porvorim Goa





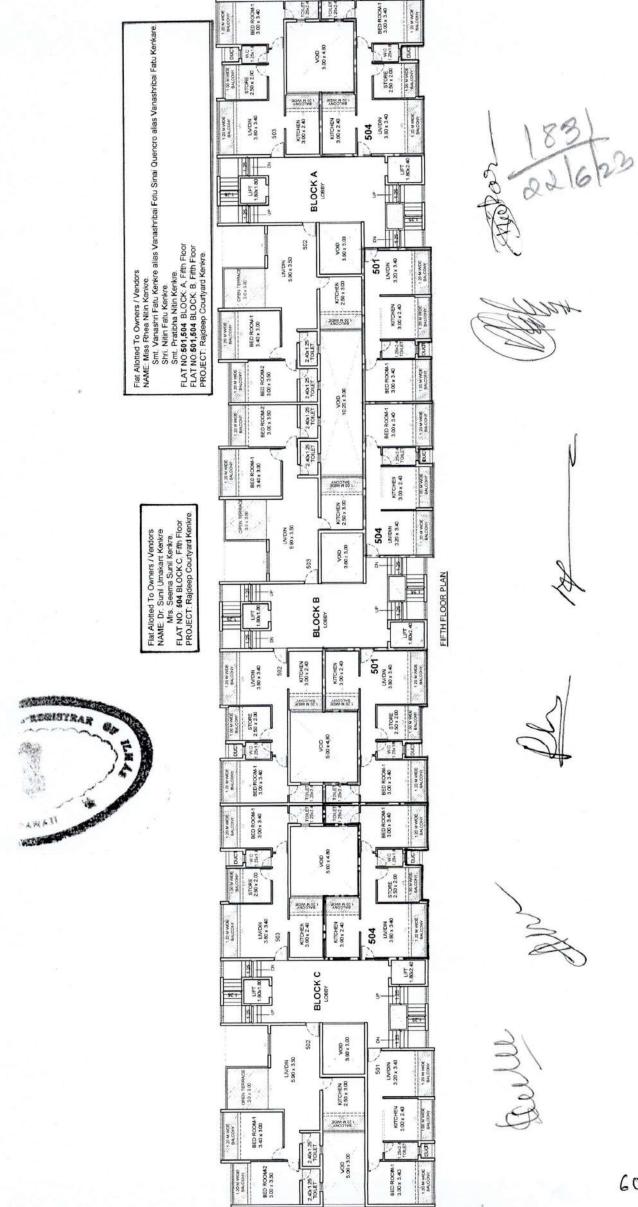


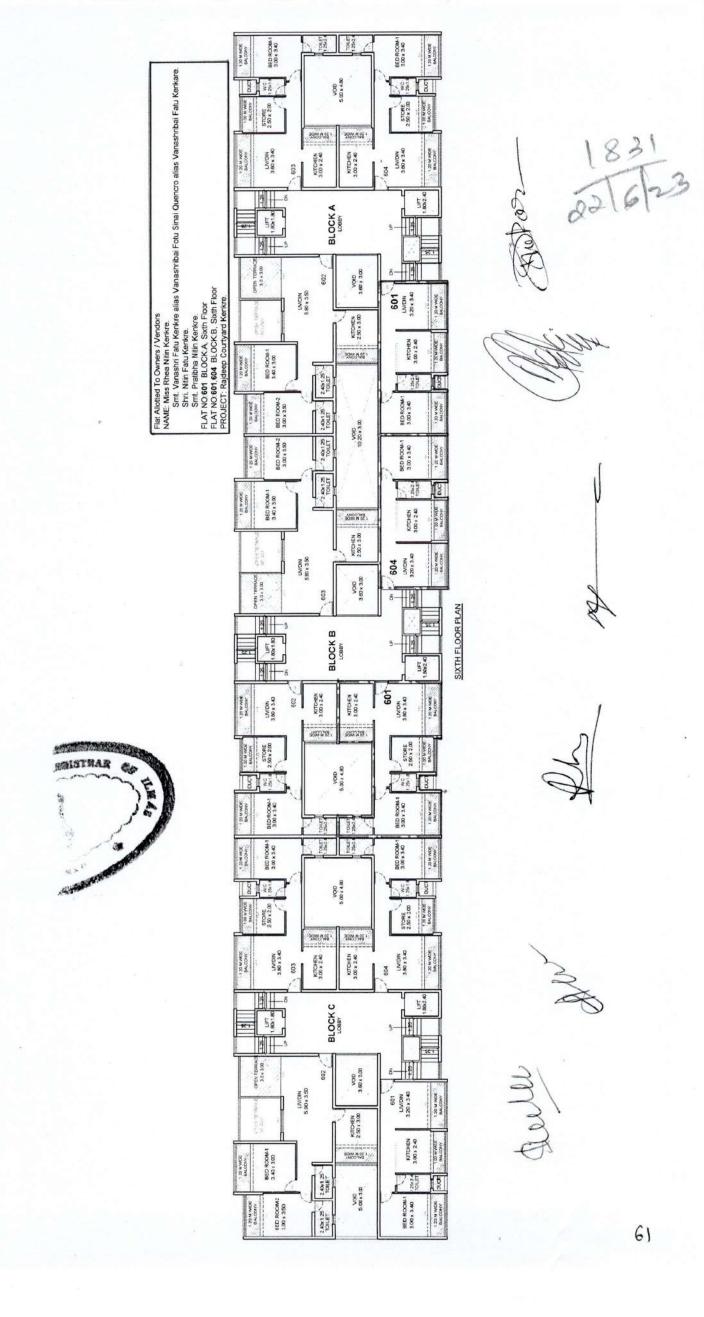
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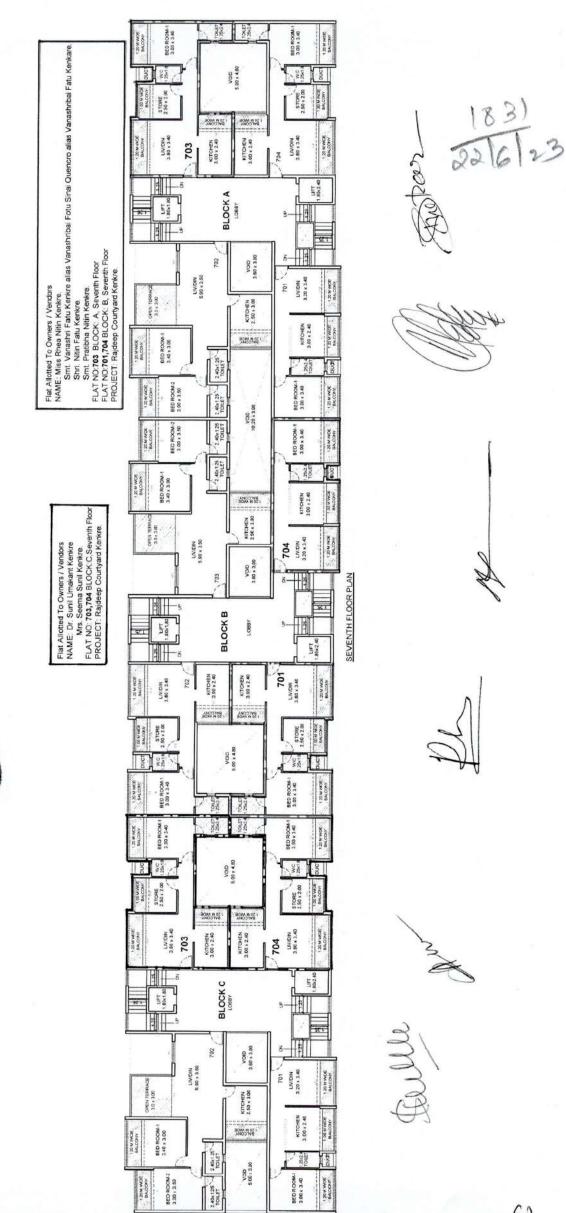


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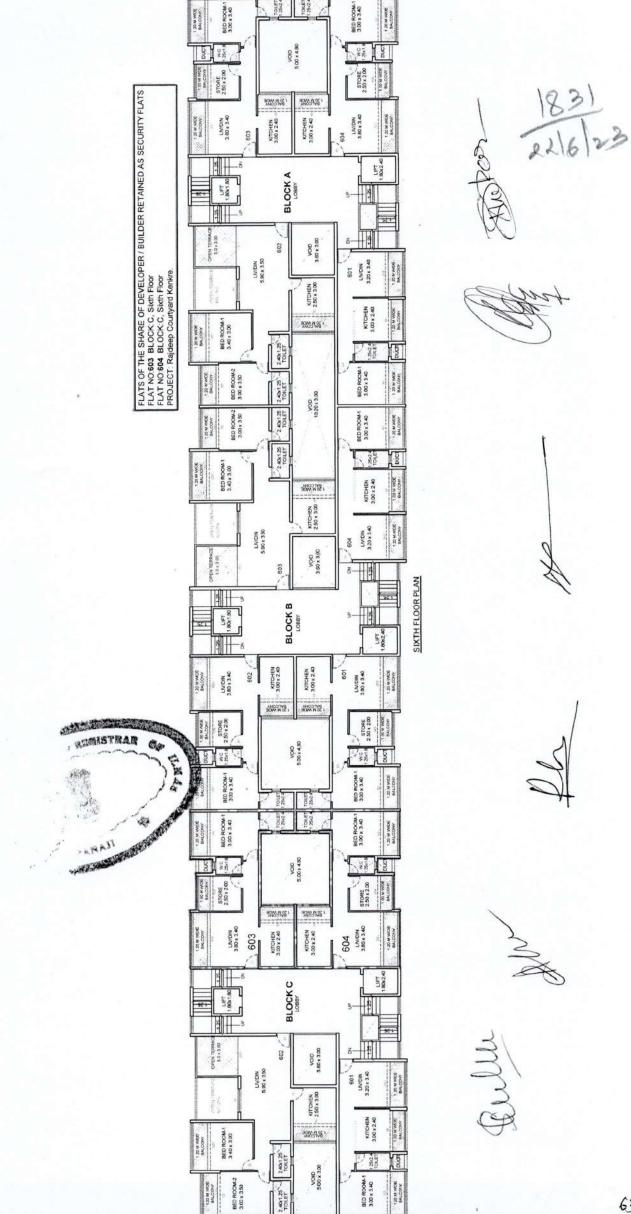






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PROBLETRAR





Government Of Goa

Directorate of Settlement and Land records Survey Plan

Taluka Name : TISWADI Village Name : Cujira

Survey No./ Subdiv No: 5/0, 6/0

33/6/23

Appln Date :16-01-2023 Ref. No.: 6326 MANGESH Digitally signed by KRISHNATH KRISHNATH 8/5 KHOLKAR Date: 2023.01.20 10:05:43 +05'30' Scale 1:2000 F/10 7/16 **斯**9 4/7-A 8/7 * 6 44/0 ě 1 5/0 -BIRISTRAR

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Report Generated By: GUNAKAR SAWANT

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Page Size: A3

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Government Of Goa

Directorate of Settlement and Land records Survey Plan Taluka Name : TISWADI Village Name :Calapor

Survey No./ Subdiv No : 110/0, 111/0

Ref. No. :6322 MANGESH
KRISHNATH KRISHNAT 111/0 STATE STATE OF THE 119/1-8 SECISTRAR E 119/1-A 113/1 118/0

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100016242251

Date:

13/01/2023

नमुना नं 9 व 98

Page 1 of 2

TISWADI 5 Survey No. Taluka सर्वे नंबर तालुका Sub Div. No. Cujira Village हिस्सा नंबर गांव Tenure **Bhokre Bhat** Name of the Field सत्ता प्रकार शेताचें नांव

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

Dry Crop	Garden	Rice	Khajan	Ker	Morad	Total Cultivable Area	
जिरायत	बागायत	तरी	खाजन	केर	मोरड	एकूण लागण क्षेत्र	
00.00.000	0005.60.25	00.00.000	00.00.000	00.00.00	00.00.00	0005.60.25	

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

 Pot-Kharab
 पोट खराब

 Class (a)
 Class (b)
 Total Un-Cultivable Area

 वर्ग (अ)
 वर्ग (ब)
 एकूण नापिक जामीन

 0000.00.50
 0000.01.25
 0000.01.75

Grand Total एकूण 0005.62.00 Remarks शेरा

Assessment:	Foro Do 0.00	Predial Rs 0.00	Rent Rs 0.00
Assessment : Rs. 0.00	Poro Rs. ^{0.00}	प्रेदियाल Rs. ^{0.00}	₹ĕ Rs. 0.00

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Umakant Balchandra Kenkre		216	
2	Siddhesh Guna Naik Chopdekar		28215	480.00 sq. mtrs.

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

Other Rights इतर हक्क Name of Person holding rights and us we of rights: इतर हक्क धारण करणा-याचे नांव ने हक्क क्ष्मीर	Mutation No. फेरफार नं	Remarks शेरा	
House and Tank Belows to W.D. (345)			

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year	Name of the	Mode	Season मौसम	Namo	Irrigated	Unirrigated जिरायत		Available for नापिक जमीन	Source of irrigation	Remarks शेरा
वर्ष	Cultivator लागण करणा-याचे नांव	रीत	मासम	of Crop पिकाचे नांव	बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	सिंचनांचा प्रारि	
	Nil									

End of Report

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

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5

Date:

Taluka

तालुका

Village

शेताचें नांव

Name of the Field

गांव

13/01/2023

TISWADI

Bhokre Bhat

Cujira

नमुना नं 9 व 98

Page 2 of 2

Survey No. सर्वे नंबर

Sub Div. No.

हिस्सा नंबर Tenure

सत्ता प्रकार

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Date:

13/01/2023

नमुना नं 9 व 98

TISWADI Taluka

तालुका

शेताचें नांव

Village

Cujira

Name of the Field

Bhokre Bhat

Survey No.

सर्वे नंबर

Sub Div. No.

हिस्सा नंबर

Tenure

सत्ता प्रकार

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

Dry Crop जिरायत	Garden बागायत	Rice Khajan Ker			Morad	Total Cultivable Area
		तरी खाजन	110.33000	केर	मोरड	एकूण लागण क्षेत्र
0000 00 00	0001.43.25	00.00.000	0000.00.00	00.00.00	00.00.00	0001.43.25

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

Pot-Kharab पोट खराब Class (b) Total Un-Cultivable Area Class (a) एकूण नापिक जामीन वर्ग (ब) वर्ग (अ) 0000.03.25 0000.03.25 00.00.000

Grand Total एकूण 0001.46.50

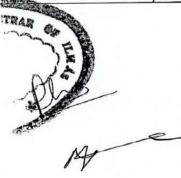
Remarks शेरा

		000 100 N	
Assessment: Rs. 0.00	Foro Rs. ^{0.00}	Predial प्रेदियाल Rs. ^{0.00}	Rent Rs. 0.00
आकार	1/1/		

S.No.	Name of the Occupant	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Umakant Balchndra Kenkre		216	
S.No	Name of the Tenant कळाचे नांव	Khata No.	Mutation No.	Remarks

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

Gelle





13/01/2023 Date:

नमुना नं 9 व 98

2 of 2

Taluka

TISWADI

Bhokre Bhat

Survey No. सर्वे नंबर

तालुका

Cujira

Village

Sub Div. No.

गांव

Name of the Field

हिस्सा नंबर Tenure

शेताचें नांव

सत्ता प्रकार

Other Rights इतर हक्क Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार	Mutation No. फेरफार नं	Remarks शेरा
1) House Belongs to		
UmakantBalchandra Kenkre		
2)House E 65 Belongs to		
Alexandre Araujo		
3) One hut Belongs to		
Alxendre Araujo	H-12.24	
4) House No 66 A Belongs to		
(1) Mahadev Atmaram Talankar		
(2)Vithal Talankar		
(3) Ramkrishna Talankar (345)		
6 Six		

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील Source of Unirrigated Land not Available for Remarks Irrigated cultivation नापिक जमीन irrigation जिरायत बागायत सिंचनांचा Area क्षेत्र Nature

Name of the Year Cultivator लागण करणा-याचे Ha.Ars.Sq.Mts Ha.Ars.Sq.Mts Ha.Ars.Sq.Mts प्रारि प्रकार , आर. चौ. गी. हे. आर. चौ. मी. हे. आर. चौ. मी. -Nil-End of R

For any further inquires, please contact the Manufatdar of the concerned Taluka. **End of Report**

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Date:

Taluka

तालुका

Village

13/01/2023

नमुना नं 9 व 98

Page 1 of 2

Survey No.

110

सर्वे नंबर

Sub Div. No.

हिस्सा नंबर

Tenure सत्ता प्रकार

गांव

Name of the Field

शेताचें नांव

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

TISWADI

Calapor

Dry Crop जिरायत	Garden बागायत	Rice Khajan		Ker	Morad	Total Cultivable Area एकूण लागण क्षेत्र
जिस्तवत		तरी	खाजन	कर	मारड	
0000 00.00	0003.68.75	00.00.00.00	00.00.000	00.00.00	00.00.00	0003.68.75

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

Pot-Kharab पोट खराब Class (b) Total Un-Cultivable Area Class (a) एकूण नापिक जामीन वर्ग (अ) 0000.00.00 वर्ग (ब) 0000.01.25 0000.01.25

Grand Total एकूण 0000.70.00

Remarks शेरा

Assessment: Rs. 0.00	Foro Rs. 0.00	Predial Rs. 0.00	Rent Rs. 0.00
आकार	फोर	प्रदियाल	(ζ

.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	U.B. Kenkre			
2	Indira S. Nair		350	
3	Anasuya Sricrishna Kenkre alias Anasuya		27063	
	Sheila Kenkre			
4	Dr. Tanya Sricrishna Kenkre		27063	
5	Bhalchandra Neilesh Kenkre		27063	
6	Raul Carneiro		34106	516.00 sq. mtrs.
7	Sheila Kenkre Dr. Tanya Sricrishna Kenkre Bhalchandra Neilesh Kenkre Raul Carneiro Bhushan B. Kawlekar Samiksha Bhushan Kawlekar		36145	390.00 sq. mtrs.
8	Samiksha Bhushan Kawlekar		36145	
9	Archana Maruti Naik	1 1 1 1 1 1 1 1	36145	
10	Maruti alias Atchut Gajanan Naik		36145	
11	Nitin Prabhakar Sant		36514	800.00 sq. mtrs.
12	Vaijan Niteen Sant		36514	
13	Rouvie Jose Savio De Souza alias Rouvie		37531	398.00 sq. mtrs.
	De Souza			

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v 23/6/23

100016242079

Date:

13/01/2023

नमुना नं 9 व 98

Page 2 of 2

Taluka TISWADI Survey No. वर्षा नंबर
Village Calapor Sub Div. No. 1
हिस्सा नंबर
Name of the Field
शेताचें नांव

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
14	Tonia Maria Cota De Souza alias Tonia Maria De Souza		37531	
S.No	Name of the Tenant कुळाचे नांव	Khata No खाते नंबर	. Mutation फेरफार नं	3
	Nil			
Name	r Rights इतर हक्क of Person holding rights and nature of rights: क्क धारण करणा-याचे नांव व हक्क प्रकार			Remarks शेरा
	Nil			

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year	Name of the	Mode	Season	Name	Irrigated	Unirrigated जिरायत		vailable for नापिक जमीन	Source of irrigation	Remarks शेरा
वर्ष	Cultivator लागण करणा-याचे	रीत	मौसम	of Crop पिकाचे नांव	बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	सिंचनांचा प्रारि	
	Nil									

End of Report

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

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FORM I & XIV

22/6/23

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Date:

Taluka

तालुका

Village

शेताचें नांव

Name of the Field

गांव

13/01/2023

नमुना नं 9 व 98

Page 1 of 2

Survey No.

सर्वे नंबर

Sub Div. No.

हिस्सा नंबर

Tenure

सत्ता प्रकार

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

TISWADI

Calapor

Dry Crop	Garden	Rice	Khajan			Total Cultivable Area	
जिरायत	बागायत	वरी	खाजन			एकूण लागण क्षेत्र	
00.00.00	0002.57.90	00.00.00.00	00.00.00.00	00.00.000	00.00.000	0001.57.90	

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

 Pot-Kharab
 पोट खराब

 Class (a)
 Class (b)
 Total Un-Cultivable Area

 वर्ग (अ)
 वर्ग (ब)
 एकूण नापिक जामीन

 0000.00.00
 0000.00.88
 0000.00.88

Grand Total एकूण 0002.58.78 Remarks शेरा

Assessment : Rs. 0.00	Foro Rs. 0.00	Predial Rs. 0.00	Rent Rs. 0.00
आकार	फोर	प्रेदियाल	रंट

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks	शेरा
1	U.B. Kenkre				

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

Other Rights इतर हक्क Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार	Mutation No. फेरफार नं	Remarks शेरा	
Nil			

Details of Gropped Area पिकाखालील क्षेत्राचा तापशील Land not Available for Source of Remarks Unirrigated Irrigated Name Year Name of the irrigation cultivation नापिक जमीन शेरा जिरायत बागायत of Crop Cultivator सिंचनांचा Nature Area क्षेत्र पेकाचे नांव लागण करणा-याचे Ha.Ars.Sq.Mts प्रारि Ha,Ars,Sq.Mts la.Ars.Sq.Mts प्रकार हे. आर. चौ. मी. आर. चौ. मी. हे. आर. चौ. मी. नांव ----Nil--

End of Report

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

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100016242193

Date:

13/01/2023

2 of 2 Page

Taluka

TISWADI

तालुका

Village

Calapor

गांव

Name of the Field

शेताचें नांव

Survey No.

111

सर्वे नंबर

Sub Div. No.

हिस्सा नंबर

Tenure

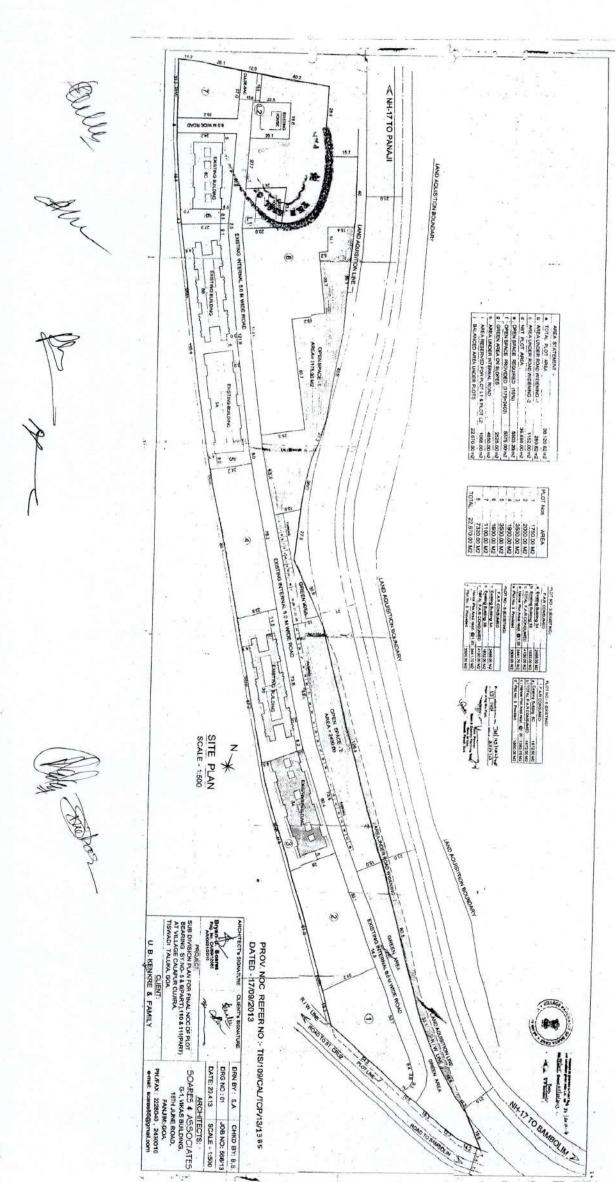
सत्ता प्रकार



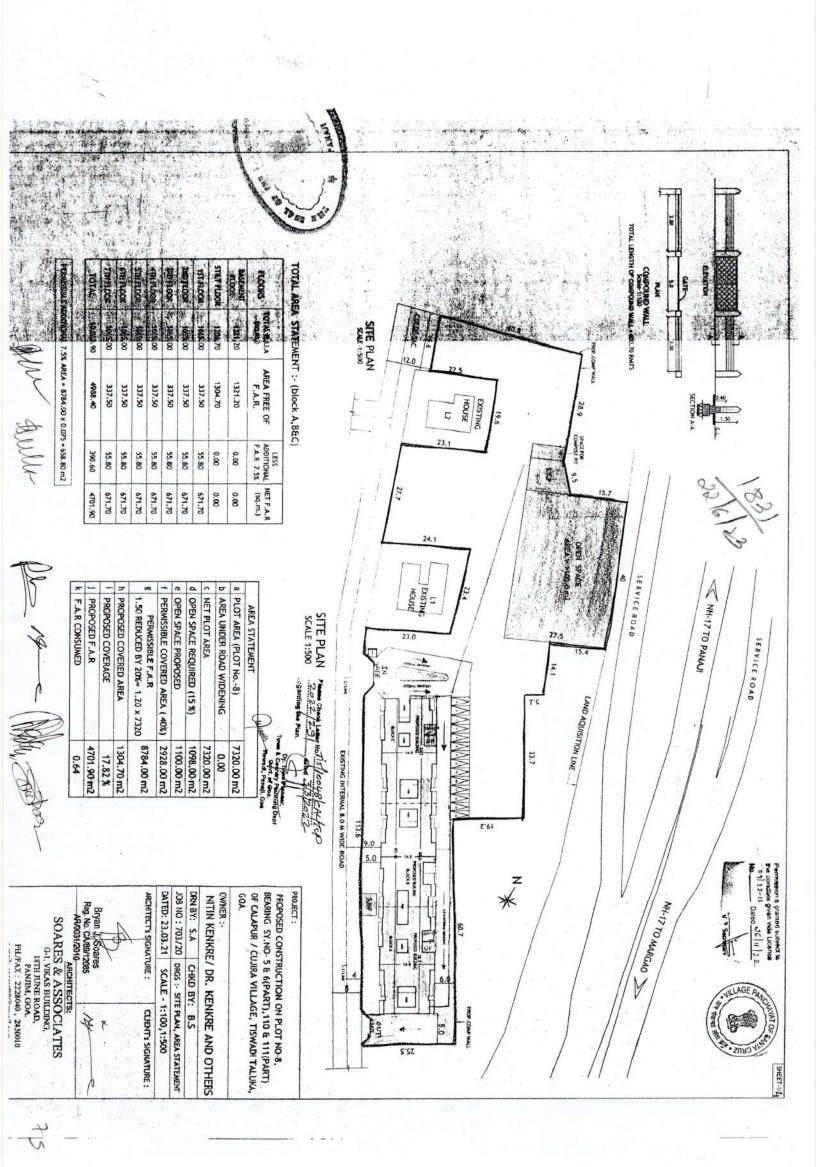
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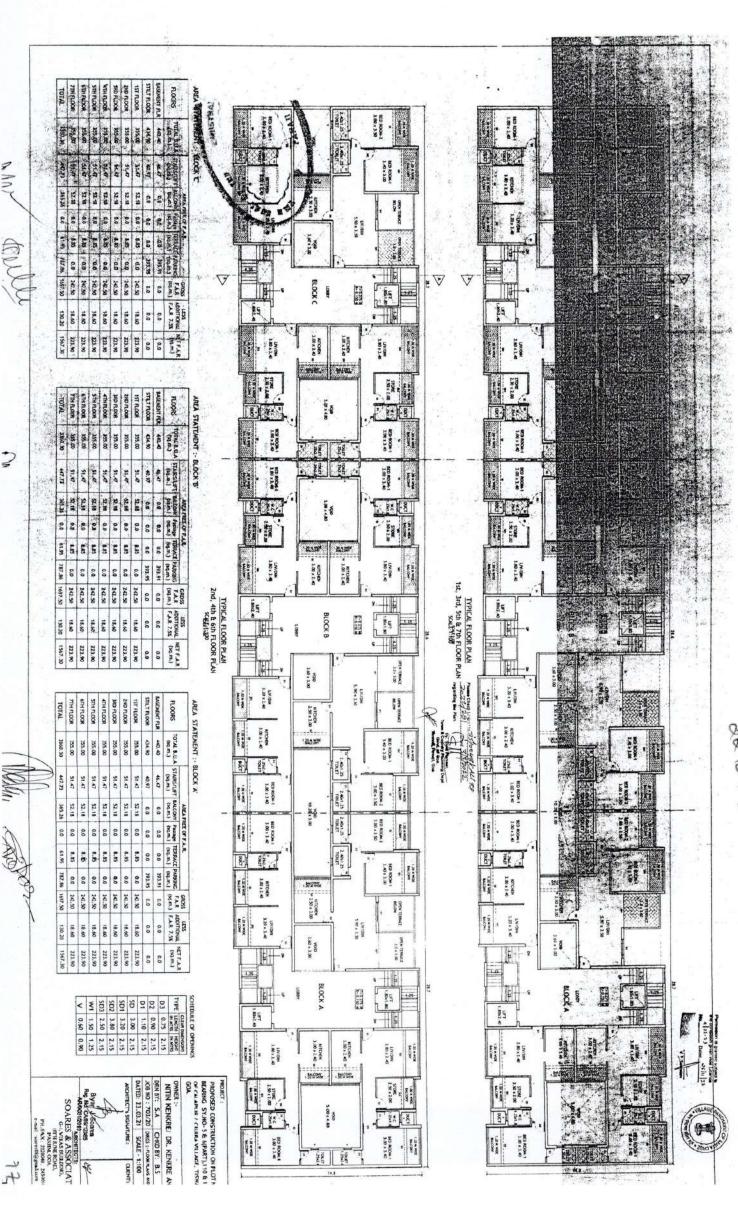






NUMBER OF FLATS =28 x 3 = 84 nos PARKING PROVIDED: BASEMENT PARKING = 35 cars STILT PARKING = 35 cars SURFACE PARKING = 14 cars TOTAL PARKING PROVIDED = 84 cars	PARKING REQUIRED:	RAMP-more DAMP-more DAMP-m	The foreign of the second of t	
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Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 22-Jun-2023 12:29:00 pm

Document Serial Number :- 2023-PNJ-1831

Presented at 12:18:31 pm on 22-Jun-2023 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	2589200	
2	Registration Fee	2678480	
3	Processing Fee	3640	
	Total	5271320	

Stamp Duty Required :2589200/-

Stamp Duty Paid: 2589200/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	SAILEE SHAILESH THANEKAR As POA Holder For Deepa Rajesh Tarkar ,Father Name:Bhargavram Naik,Age: 44, Marital Status: ,Gender:Female,Occupation: Service, Address1 - 604, Tikhazan, Mayem, Bicholim Goa 403504, Address2 - , PAN No.:			Mundan

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	SUNIL LUMAKANT KENKRE, Father Name:Umakant Bhalchandra Kenkre, Age: 63, Marital Status: Married, Gender:Male, Occupation: Doctor, House No.469, Kenkre House, Cabesa, Santa Cruz, Tiswadi Goa 403005, PAN No.:			twell
2	RHEA NITIN KENKRE, Father Name:Nitin Fatu Kenkre, Age: 24, Marital Status: Unmarried, Gender:Female, Occupation: Service, House No.592, Kenkre House, Cabesa, Santa Cruz, Tiswadi Goa 403005, PAN No.:			Jhr.

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	SUNIL UMAKANT KENKRE As POA Holder For Seema Sunil Kenkre, Father Name:Umakant Bhalchandra Kenkre, Age: 63, Marital Status: ,Gender:Male,Occupation: Doctor, House No.469, Kenkre House, Cabesa, Santa Cruz, Tiswadi Goa 403005,	FIIOLO		Signature
	PAN No.: SUNIL KENKRE		W.S.	Em.
4	Sandeep Umakant Kenkre As POA Holder For Namrata Sandeep Kenkre, Father Name: Umakant Bhalchandra Kenkre, Age: 61, Marital Status: ,Gender: Male, Occupation: Doctor, H.No.469, Kenkre House, Cabesa Santa Cruz Tiswadi Goa 403005, PAN No.: Power Of Attorney Holder for NAMRATA SANDEEP KENKRE			mo
5	SEBASTIANA FATIMA MASCARENHAS As POA Holder For NITIN FATU KENKRE, Father Name:Stanislaus Desa, Age: 41, Marital Status: ,Gender:Female,Occupation: Service, House No. B-19/A, Betim, Bardez-Goa 403101, PAN No.: S Power Of Attorney Holder for NITIN FATU KENKRE			Dromony.
6	SAILEE SHAILESH THANEKAR As POA Holder For Deepa Rajesh Tarkar, Father Name:Bhargavram Naik, Age: 44, Marital Status: ,Gender:Female,Occupation: Service, 604, Tikhazan, Mayem, Bicholim Goa 403504, PAN No.: , as Power Of Attorney Holder for DEEPA RAJESH TARKAR			Landon
7	SAILEE SHAILESH THANEKAR As POA Holder For Rajesh Tarkar, Father Name:Bhargavram Naik, Age: 44, Marital Status: ,Gender:Female,Occupation: Service, 604, Tikhazan, Mayem, Bisholim Goa 403504, PAN No.: RAJDEEP BUILDERS Proprietor Rajesh Tarkar			Handon

Witness:

I/We individually/Collectively recognize the Builder, Confirming Party, POA Holder, Owner,

Sr.NO	Name and Address	Photo	Thumb	Signature
1	Name: Santoshi Achutanand Sawant, Age: 27, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Unmarried , Address: 403521, Salvador-do-mundo, Bardez, North Goa, Goa			Dir.
2	Name: ANANT MOHAN KUBAL, Age: 36, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403107, Candola, Ponda, SouthGoa, Goa			May

Sub Registrar

EHAS

Book :- 1 Document

Registration Number :- PNJ-1-1756-2023

Date: 23-jun-2023

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

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Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

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

Print Date Time:- 22-Jun-2023 12:32:24

Date of Receipt: 22-Jun-2023

Receipt No: 2023-24/4/1173

Serial No. of the Document : 2023-PNJ-1831

Nature of, Document : Agreement or its records or Memorandum of Agreement - 5

Received the following amounts from SAILEE SHAILESH THANEKAR As POA Holder For Deepa Rajesh

Tarkar for Registration of above Document in Book-1 for the year 2023

Processing Fee	3640	E-Challan(Online fee)	CIN Number : CKX2469368 Challan Number : 202300477116 CIN Number : CKX2469368	678480 3640
**************************************		E-Challan(Online fee)	• Challan Number : 202300477116	679490
Registration Fee	2678480	E-Challan(Online fee)	 Challan Number: 202300477109 CIN Number: CKX2468535 	2000000

Probable date of issue of Registered Document;

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL Please handover the Registered Document to the person named below

Name of the Person Authorized : Anand Kirbel

Specimen Signature of the Person Authorized

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT The Registered Document has been handed over to on Dated 22-Jun-2023

Signature of the person receiving the Document

Signature of the Presenter

Signature of the Sub-Registrar