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Value of Stamp Paper ( 1000)

Name of The Purchaser ( 1000)

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Signature of the Vendor

A, D, S, Kuntarkar

Licence No. 2/88

AGREEMENT FOR DEVELOPMENT
AND SALE

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THIS AGREEMENT made and entered on this Eleventh day of July in the year Two Thousand Twenty Two (11/07/2022) at Ponda, Goa, within the Registration Sub-District and Taluka Ponda, District of South Goa, State of Goa.

#### BETWEEN

(1) MR ANTONIO FRANCISCO SOCORRO CARVALHO alias
ANTHONY F. S. CARVALHO, S/o Late Salvador Carvalho,
aged about 58 years, married, occupation business, Indian
National, having PAN:

AADHAAR NO.:

and his wife,

(2) MRS EUGENIA CARVALHO, D/o Cristev Rodrigues, aged 55 years, married, housewife, Indian National, having PAN:

AADHAAR NO.: both R/o

H. No. 750, Daidar, Shiroda, Ponda Goa, and hereinafter collectively referred to as the "OWNERS" (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, and assigns) OF THE ONE PART.

#### AND

Vasudev Sinai Borker, age 37 years, married, business, Indian National, holding Pan No.

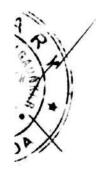
And Aadhar No.

R/o H. No. 37, Adulshem, Borim, Ponda Goa and hereinafter referred to as 'THE DEVELOPER' (which expression shall, unless repugnant to the context or meaning thereof, include the said firm, sole proprietors heirs, executors, administrators, and assigns) OF THE SECOND PART

WHEREAS the First Party are the owners of a Portion of land admeasuring 1176 sq. meters of the property known as **DUCTOREM** @ **DUPTOLEM** @ **SOTIAMOLA** situated at Village Shiroda originally forming part of the survey No. 270/10 and now separately surveyed under No. 270/10-B of

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Village Shiroda and which portion of land is more particularly described in the Schedule herein below as also shown in the plan hereto annexed.

AND WHEREAS this portion of land came to the ownership and possession of the late father of the First Party by name Salvador Carvalho by virtue of its purchase made by him from the original owners Smt. Kusumabai Sinai Kuvelkar and others by a Deed of Sale dt. 1st day of May 1973 duly registered before the Sub Registrar Office of Ponda under No. 168 at pages 215 onwards of Book No. I volume 22 dt. 13.06.1973.

and whereas when the above deed was executed the survey of Village Shiroda or rather Goa was going on and it was not sure under which survey number the said land was coming and hence, later on when the parties came to know about the correct survey number covering the area sold by the original owners to the said purchaser, Shri Salvador Carvalho, the then owner b a Deed of Rectification dt. 6th day of November 1998 executed between the parties duly registered before the Sub Registrar Office of Ponda under No. 1025 at pages 282 to 290 of Book No. I volume 403 dt. 19.11.1998,by which deed the Original deed was rectified to show that the portion of land 1176 sold to the said purchaser Mr. Salvador Carvalho formed part of the survey No. 270/10 of Village Shiroda.

AND WHEREAS the said land 'Ductorem @ Duptolem @ Sotiamola' originally belonged to Xamba Crisna Sinai Kuvelkar and others on whose death Inventory proceedings took place in the Court of the Civil Judge Senior Division at Salcete Goa under Nos. 8613/1941 and 79/60 and in which Proceedings 2/3 of the above mentioned property came to belong to Kusumabai Sinai Kuvelkar which came be to be described in the said Proceedings under Item No. 25

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and came to be finalized by the Order of the said Court dt. 13th day December 1965 and the remaining 1/3rd to heirs of Rauji Hori Sinai Kuvelkar in the other proceedings in which the said 1/3rd part, which was described under Item No. 11, came to be allotted vide Final Order of the said Court dt. 31.07.1967 to the heirs of the said Hori Rauji Sinai Kuvelkar who togather by a Deed of Sale dt. 1st day of May 1973 sold the said area of 1176 sq. meters to the Vendor Shri Salvador Carvalho since deceased whose heirs are now the Vendors herein.

and his wife Smt. Abelina Gomes having expired, Inventory Proceedings was taken out by their son, the Vendor No. 1 here in, in the Court of the Civil Judge Senior Division at Ponda under Inventory File No.44/2005/C wherein it is seen the above mentioned property or portion of land admeasuring 1176 sq. meters was allotted to their only son the Vendor No. 1 and which allotment and proceedings were finalized by the Final Order and Judgment of the said Court dt. 20th day of January 2009 without any appeal and the Vendor No. 2 being the wife of the Vendor No. 1 acquired equal rights to it.

allotted to him got the same re surveyed through the Office of the Dy. Collector, SDO Ponda under case No. PON/LRC/PART/208/2017 and vide Judgment of the said Court got the said land allotted a separate sub division which is now surveyed under No. 270/10-B of Village Shiroda with an area of 1176 sq. meters exclusively in the name of the Vendor No. 1 and herein after referred to as "SAID PLOT".

AND WHEREAS as per the Land Use/Zoning Information issued by the Town and Country Planning Department

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Ponda Goa vide its letter under Ref. No. TPP/2787/Shiroda/Zoning/270/10-B2021/2867 dt. 21.12.2021 it is seen that the said land in its major part falls in the Settlement Zone.

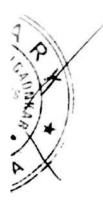
AND WHEREAS the Owners have offered to the developer to develop the said Plot admeasuring 1176 sq.mts. and in lieu of the cost of development payable by the owners has offered to permit the developer to retain and/or sell certain premises and appropriate the proceeds thereof towards the cost of development of the said Plot.

# AND WHEREAS, the OWNERS do hereby declare:-

- A) That the OWNERS title to the said Plot described in schedule I hereto is valid, legal, clear, marketable, unencumbered and subsisting.
- B) That the said Plot described in schedule I hereto is absolutely free from encumbrance, lien, charges and that there are no dues payable to the Government or any other authorities and/or any statutory bodie/s.
- C) That there are no difficulties legal and otherwise for the sale, and is free from encumbrance the said Plot described in schedule I hereto any part thereof.
- Overnment or any local body or authority under any Municipal/Panchayat or any other Act or any scheme or legislative enactment, government ordinance order or notifications including any notice/proceedings for acquisitions or requisitions has/had been received by or upon the OWNERS and that the said property described in schedule I hereto or any part thereof is not subject to any attachment or certificate or other recovery proceedings under the Income Tax Act or any statutory law or regulations.
- E) That they shall execute a Power of attorney in favour of the Developer in terms of clause (4) contained hereunder.

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- F) That there is no litigation or any legal proceedings pending in any court/tribunal or any other legal impediment in respect of the said Plot described in schedule hereto or any part thereof and/or any structure existing thereon.
- G) That except this agreement, the owners have not entered into and shall not enter into any agreement pertaining to said property and/or effecting the title of the owners to the said property described in schedule-II, III and IV hereto or any part thereof.
- H) That Owner shall execute Power of attorney to do all the needful acts, deeds & things in respect of the said property as are mentioned in the said Power of attorney on behalf of the Owners.
- I) The Owners however, do hereby permit the DEVELOPER to enter into the property and construct the flats and also enter into agreement for sale with the prospective DEVELOPER of the flats on signing of this agreement subject to payment of consideration in kind of Flats more particularly described in schedule written hereunder within a period of 36 months from the date of issuance of RERA Approval.
- J) That the DEVELOPER shall be entitled to undertake construction of building on the said Plot by demolition of any structures standing thereon, cutting of any trees and/or by cutting, digging any land from the said property and enter into Agreement for Sale of the flats to any prospective DEVELOPER of the choice of the DEVELOPER without any reference to the Owners except the premises reserved for the Owners as contained herein.
- K) The Owners do hereby indemnify the DEVELOPER in respect of any claim of any parties over the said property, arising due to defect in title of the OWNERS.



true has agreed to develop the said property for the total price/consideration as set out in clauses (1) and (2) herein below.

# NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### A) Consideration:

- The OWNERS have agreed to Develop the said Plot for which have engaged the Developer and the DEVELOPER shall develop the said Plot described in schedule I.
- 2. Towards the said consideration, the DEVELOPER shall construct and allot to the OWNERS constructed (Super built up) premises in the form of 2 (Two) Residential Flats to the Owners being residential premises in the buildings proposed to be constructed on the said Plot with proportionate undivided share in the said Plot and which premises are more particularly described in schedule II, written hereunder and hereinafter referred to as the "OWNERS PREMISES and Rs. 44,78,000/- (Rupees Fourty Four Lakhs Seventy Eight Thousand only) to be paid to the Owners as per the Schedule-III mentioned hereunder.
- 3. In further consideration of the present agreement, for the purpose of the development of the said property the Owners shall execute in favour of the DEVELOPER', a Power of Attorney to undertake such work as are intended hereunder or as may be necessary and ancillary thereto and such power of attorney shall be co-existent with the Agreement. That the said Power of Attorney shall give all the powers to the Developer as stated in the said Power of Attorney.
- It is agreed between the parties that the trees and/or structures existing in the said property if required be

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felled/demolished by the DEVELOPER without any additional consideration.

5. The OWNERS do hereby permit the DEVELOPER to enter into the property for construction of the project/flats and also enter into the agreement for sale in respect of flats pertaining to them, with an exception of the Owners premises.

#### B) RIGHTS AND LIABILITIES OF THE DEVELOPER:

- 1. Subject to the terms agreed herein, the OWNERS hereby authorize and nominate the DEVELOPER to carry out the development of the said property by constructing thereon residential / commercial buildings comprising of residential premises, parking areas or any other type of premises as may be deemed expedient by the DEVELOPER, to be transferred on ownership basis or in such manner as DEVELOPER finds fit, proper and convenient.
- 2. The OWNERS hereby authorize the DEVELOPER to do what is needed including the modification of building plans, obtaining approval of the same from the concerned authorities for constructing the said residential apartments/shops, offices or any other type of premises, booking and effecting the sale of all the apartment/premises, with the exception of OWNERS premises reserved for the 'OWNERS described in Schedule- II, herein below, receiving money from the prospective DEVELOPER of the respective premises.
- 3. The DEVELOPER shall be entitled and solely responsible for and carrying out the approved constructions with such additions and alterations as the DEVELOPER or any licensing authority may deem fit and necessary in order to develop the said property to its full permissible coverage and by consuming the full area as per the Floor Area Ratio (FAR).

4. The OWNERS further agree to sign and execute all

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necessary papers, deeds, documents and plans that may be required by the DEVELOPER from time to time for carrying out the effective development of the said property and the building to be constructed thereon without in any way affecting the area and the location of the Flats, earmarked for the Owners HEREIN.

- 5. In consideration of the terms and conditions and stipulations herein contained and the undertaking given by the DEVELOPER, the OWNERS do hereby permit the DEVELOPER to enter into the said property for executing and proceeding with the project of the DEVELOPER.
- 6. The DEVELOPER, its employees, representatives, contractors, Vehicles and workers shall at all times hereafter be free to enter upon in the said Plot described in Schedule-I hereto and carry on therein all such works like demarcating, surveying, measuring, excavating, erecting, constructing, demolition of old structure etc. or part thereof as maybe deemed fit by the DEVELOPER.
- 7. The DEVELOPER may enter into agreement for sale with anybody of the DEVELOPER'S choice for the sale of any structures/apartments to be constructed on the said property described in Schedule-I hereto except said OWNERS premises reserved for the OWNERS and described/listed in Schedule-II.

In all such agreements as may be deemed fit and proper by the DEVELOPER, the Owners shall be represented by the DEVELOPER as their attorney. However, the Owners shall not be responsible/liable in any manner whatsoever to any third parties/prospective PURCHASERS who may enter into agreements with the DEVELOPER by virtue of the POWER OF ATTORNEY and the DEVELOPER do hereby indemnify the Owners towards any claim of any such third parties/prospective PURCHASER arising out of any such agreement with them. However, in case of any claim arising

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due to defect in title of the Owners over said Plot the same shall be dealt with by the Owners.

- 8. The DEVELOPER shall be entitled to erect hoardings at the site or elsewhere outside the property of the OWNERS and advertise the scheme for calling the DEVELOPER from the public for purchase of any premises to be constructed in the said building/s in the said property, except the OWNER'S premises. All such hoardings, advertisement etc. shall be removed once the project is completed and sold out and in any case after issuance of Occupancy Certificate.
- 9. The DEVELOPER shall be entitled to appoint any architect, engineers, consultants, contractor/s or any other person for the purpose of planning and construction on the said property.
- 10. All the plans, designs, layouts etc. that may be modified by the DEVELOPER shall be binding on the OWNERS and the OWNERS shall not be entitled to seek changes therein, except in respect of the OWNERS premises described in Schedule- II, however the OWNERS shall in no way be liable for any defects in planning, layout etc. and that the location and area of the OWNERS premises shall not be changed/reduced/altered.
- The DEVELOPER is entitled to negotiate freely with the 11. residential **PURCHASERS** of the prospective apartments/premises or other structure/premises and settle the terms and conditions for the sale and transfer of such premises and also to appropriate the price consideration for itself or/and the entire benefits of all the residential apartments with the exception of the OWNER'S premises, earmarked/allotted to the Owners. The responsibility of entering into the sale deeds with the customers of the flats pertaining to the PURCHASER shall be entirely of the DEVELOPER and the Owners shall not be responsible for the same except that in the said sale deeds the Owners shall

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sign as necessary parties without any financial or tax liability.

- 12. The DEVELOPER shall undertake the construction of the OWNERS premises as per the approved plan and the specifications as contained in Schedule-II written hereunder.
- 13. The DEVELOPER shall be entitled to seek renewals, revisions, alterations changes in the plans, permissions approvals on behalf of the Owners as their attorney by virtue of the power of attorney that is executed in favour of Proprietor of the DEVELOPER, without in any way reducing or changing the area or location of the Owners Premises.
- 14. The costs, expenses and taxes, in respect of Construction of Owners Flats, shall be the sole responsibility of the DEVELOPER. However, only income tax, house tax including the society Deposits and expenses towards the transfer of the Owners premises in respect of the Flats of the Owners shall be borne by the Owners after its handing over.
- i) All contractual obligations and money to be paid arising out of the same to any financier/proposed purchase of any premises shall be of the DEVELOPER.
- ii) Any penalties, charges, duties, fines, taxes and other monies to be paid to any Statutory body or Authority in connection with the project of constructions to be started by the DEVELOPER in the said property, whether levied in the name of the Owners or in the name of DEVELOPER shall be of the DEVELOPER.
- iii) All the liabilities and monies to be paid to the subcontractors, workers and employees of the DEVELOPER shall be paid by the DEVELOPER.
- v) All the charges for Electrical installations, power supply, water supply, plumbing to the flats and occupancy certificate of the Owners shall be the responsibility of the DEVELOPER.
- 15. The OWNERS shall not be liable nor shall the said property be encumbered for any costs, expenses or any

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liabilities incurred by the DEVELOPER towards any party, nor shall the said property be liable for attachment in any suit or execution of decree or any other proceedings against the DEVELOPER. However, it is agreed that the prospective Purchaser of the premises agreeing to purchase any premises in the proposed building/s shall be entitled to mortgage /agree to mortgage the respective premises/FLATS along with proportionate right in the undivided share in the said property, to any bank or financial institution.

- 16. The DEVELOPER shall complete the construction of OWNERS premises agreed to be allotted to Owners within (36) Thirty Six months from the date of Issuance of approval of RERA. The issuance of occupancy certificate shall be the conclusive proof of such completion subject to providing regular water supply and electricity to each of such flats of the OWNERS.
- 17. In case of any construction defect/s, plumbing or leakage in the flats allotted to the OWNERS found/observed within six months of its handing over to the OWNERS by the DEVELOPER, it shall be the responsibility of the DEVELOPER and the same shall be rectified by the DEVELOPER immediately within a fortnight of its written intimation by the OWNERS to the DEVELOPER at their above written address.
- 18. In case after execution of this agreement of development and sale the built up area to be constructed is increased on account of any law and/or in case of increase of built up area due to increase of F.A.R. then such benefit shall accrue only to the Developer.
- 19. The DEVELOPER shall pay all the fees of the notarization of the agreement if notarized or the registration fees of the Agreement for sale and development before the Sub-Registrar Office as the case may be.
- 20. It is specifically agreed that in case the DEVELOPER desires to raise any loan by mortgaging the said land,

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excluding the OWNERS premises and the proportionate undivided share in the land, the responsibility for repayment of the loan together with the interest accrued thereon shall be entirely of the DEVELOPER.

# C) RIGHTS AND LIABILITY OF THE OWNERS

- 1. The Owners, have delivered to the DEVELOPER the documents of title and on demand by the DEVELOPER, shall deliver to the DEVELOPER any further documents/affidavit/application as may be required by the DEVELOPER and/or its banker/s, in order to make the title perfect provided it is available.
- 2. In case of any defects are noted/detected pertaining to the title of the OWNERS over the said property, the same shall be cleared by the OWNERS at their own cost and expenses and the time for performance of the DEVELOPER obligation hereunder shall stand proportionately extended.
- 3. The OWNERS state that they have already paid all the municipal/panchayat taxes, land revenues, water charges and electricity charges etc. payable to the concerned departments and that there are no dues payable to any of the aforesaid authorities. The DEVELOPER shall pay any water supply bill, electricity bill for the water and power extended to the property in Schedule-I and all the outgoings, from the date of the OWNERS signing this agreement with the DEVELOPER.
- 4. The OWNERS have not entered into any agreement with or in favour of any person/s and have not executed with or in favour of any person/s any deed of sale or Agreement in respect of the said property described in Schedule-I hereto or part thereof and the OWNERS shall not execute with or in favour of any person/s any Sale deed or agreement in respect of the said property described in Schedule-I hereto during subsistence of this agreement.

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- 5. It is clearly understood between the parties that the DEVELOPER are developing the said property and construct building thereon for its own use and/or sell such premises in such buildings to the prospective buyers procured by the DEVELOPER if found expedient by the DEVELOPER without any reference to the OWNERS, except the OWNERS premises.
- 6. On fulfillment of the terms and conditions of this agreement of development and sale, the OWNERS agree to transfer and convey all their rights, share and title in the said property to the DEVELOPER and/or its nominee or nominees with the exception of the rights, share and title therein proportionate to the OWNER'S premises agreed to be allotted to the Owners and fully described in the Schedule-II, hereto.

However in case a housing society/legal entity is formed by the occupants of the building/s then in such case the Owners/ their successors/ transferee/s shall join as members of said society and the deed of sale/conveyance pertaining to the entire said property shall be executed in favour of such entity if so required. The Owners Shall borne Charges towards the Stamp Duty and Registration fees for transfer of the Flat agreed to be allotted to them.

7. That the Owners shall execute Deed Of Sale/Agreement for Sale in respect of all their rights in the said property described in schedule I hereto or more than one sale deed for the part of their rights if so desired by the DEVELOPER, only after the Flats earmarked to the Owners are handed over to the Owners by the DEVELOPER complete in all respects including regular water supply, electricity and occupancy certificate. The sale deed/s as above shall, if so desired by the DEVELOPER, be executed in favour of any nominee/s including individual, co-operative society/company including individual, indicated by the DEVELOPER. trust/legal entity specifically indicated by the DEVELOPER.

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etc. in respect of such sale deed/s shall be borne by the prospective Purchaser of the Flats/its nominee/s.

- 8. All the rights, privileges pertaining to permissions, licences, approvals, obtained by the OWNERS pertaining to said property from any authority, Department, Body council shall stand assigned in favour of the DEVELOPER.
- 9. The Owners do hereby authorize the DEVELOPER to execute any agreements for sale of any of the premises in the buildings proposed to be constructed on said property without joining the OWNERS as parties to such agreements save and except the OWNERS premises referred hereinabove and described in Schedule- II written hereunder and the flats of the Owners.
- The Owners shall execute any further agreement confirming, correcting and/or modifying this agreement of development and sale to impart its true effect as may be desired by the DEVELOPER as also further Power of Attorney mutually to be agreed, granting further powers if required to perform this agreement in its true intent. However, this shall be done only after handing over flats of the Owners.

# D. NAME OF THE BUILDING COMPLEX

The building complex shall be named as "SALBELINA RESIDENCY".

- Either parties to this agreement of development and sale shall be entitled to specific performance of this agreement.
- The period for completion of the full project is (36) months, with effect from the date of RERA Approval. However, in case of difficulties beyond the control of the DEVELOPER like non-availability of the construction materials such as cement, steel etc. an extension of Twelve months time is envisaged/permissible for completion of the

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project, however, time is and shall be the essence of the contract.

Notwithstanding anything contained in Clause F above, the Owners have the discretion to permit such further extension after the grace period of 12 months at a penalty of Rs. 2,000/- per month per Flat.

G. All disputes, differences and questions whatsoever which shall arise during the continuance of this Agreement hereto or touching these presents or the construction or application thereof or as to any act, deed or omission of any of the parties hereto in any way relating to these presents or in implementation thereof shall be referred to a sole Arbitrator in case the parties to the dispute agree upon or otherwise two arbitrators and to an umpire to be appointed by such arbitrators before entering upon the reference and such arbitration before entering upon the reference and such arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitration proceedings shall be held in GOA.

# SCHEDULE - I (DESCRIPTION OF THE SAID PLOT)

ALL THAT Portion of Land admeasuring 1176 sq. mts. of the property known as 'DUCTOREM" also known as "DUPTOLEM" alias "SOTIAMOLA" situated at village Shiroda within Jurisdiction of Village Panchayat of Shiroda of taluka and Sub district of Ponda of South Goa district of the state of Goa and which property is described in the land registration office at Ilhas Goa under no.324 of book B of the Old series and enrolled in the matriz records under no. 458, to 461 and 537 and now surveyed under No. 270/10-B of

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village Shiroda and which portion of land as a separate and distinct unit is bounded as Under:

North: by Plot bearing New Survey No. 270/10 and partly by 270/10-C,

South: by Public Road,

East: by property bearing New Survey No. 270/10,

West: by property bearing New Survey No. 270/10-A.

#### SCHEDULE-II

(2) Two BHK Flats being Flat No. G2 admeasuring of 79.78 sq. meters on the Ground floor and F1 admeasuring 80. 65 sq. mts on the Upper Ground floor and Parking Slot bearing No. 2 and 11 more particularly shown and marked on the Plan annexed.

### SCHEDULE-III

i. Rs. 10,00,000/- already paid before Execution of Agreement,

ii. Rs 25,00,000/- on the date of Execution of Agreement and Power of Attorney,

iii. Rs. 7,00,000/- within one year from the date of obtaining of

RERA Approval. iv. Rs. 2,78,000/- at the time of handing of the Possession of two Flats.

# SCHEDULE-IV

# SPECIFICATIONS OF ALL THE FLATS

- 1. STRUCTURE: R.C.C Framed structure of columns, beams and slabs and shall consist of Stilt, upper Ground, & first floor. The external walls shall be of 200/230 mm. Thick Concrete blocks/Laterite stones masonry and internal partition walls shall be 100/115 mm thick of concrete blocks/Bricks masonry.
- 2. PLASTERING: External Plaster shall be Double Coat sand faced cement plaster. Internal Plaster shall be Single Coat cement plaster finished smooth with Putty.
- 3. FLOORING: All flooring in Vitrified tiles of approved make and colour. For W.C, Bath and Toilets Flooring and Dado up to full height(60 cm) in ceramic/Glazed tiles of approved make and color.

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- 4. PAINTING: External painting with weather shield of approved make. Internal painting with Tractor emulsion of
- 5. DOORS: Main shutter of Flash door and frame of Salwood (5"x3") with Sunmike or laminate Finish. All internal doors shall be of flush type with sun mike. All other door frames be Antique finish plated. One night latch and a peep hole shall be provided for the main door.
- 6. WINDOWS: All windows and ventilators of powder coated Aluminum glazed with medium gauge 3/4" section of approved make. All windows shall be fitted with 4 mm thick figured glass. All windows shall be of sliding type with Sliders in balconies of bedrooms and toilet ventilators of louvered type.
- 7. KITCHEN: Kitchen platform with granite top fitted with stainless steel sink without drain board and Dado of ceramic tiles up to a height of 60 cms. Kitchen shall be provided with one tap connection directly from the main tap and one from the over head tank.
- 8. TOILETS: All flats shall be provided with European WC with branded company with FRP doors.
- 9. PLUMBING & SANITATION: All plumbing and sanitation work shall be as per Health Dept. regulations. All fittings shall be chromium plated.
- 10. ELECTRICAL: All electrical work shall be concealed and fittings shall be as per ISI specifications. Provision for AC & Invertor & Separate meter shall be provided for staircase and common lighting.
- 11. R.C.C. Lofts: One in kitchen and one in Bedroom for Single Bedroom Flat. One in kitchen and the other one in any one Bedroom for Double Bedroom Flat.
- 12. Underground water sump with pump shall be provided and overhead water tank shall be provided.

NOTE:- For all Electronic/Electrical/Mechanical equipment the warranty as provided by the original manufacturer shall be applicable for the Owners to avail directly.

In witness whereof the parties hereto have set and subscribed their respective hands on the day and the year first herein above mentioned.

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Signed, Sealed and Delivered by the within named 'OWNERS'



(MR ANTONIO FRANCISCO SOCORRO CARVALHO alias

ANTHONY F. S. CARVALHO

2. Sus (MRS EUGENIA CARVALHO)



Signed, sealed and delivered By the within named 'DEVELOPER'

(MR KAPIL DIGAMBER SINAI BORKER)

In presence of:

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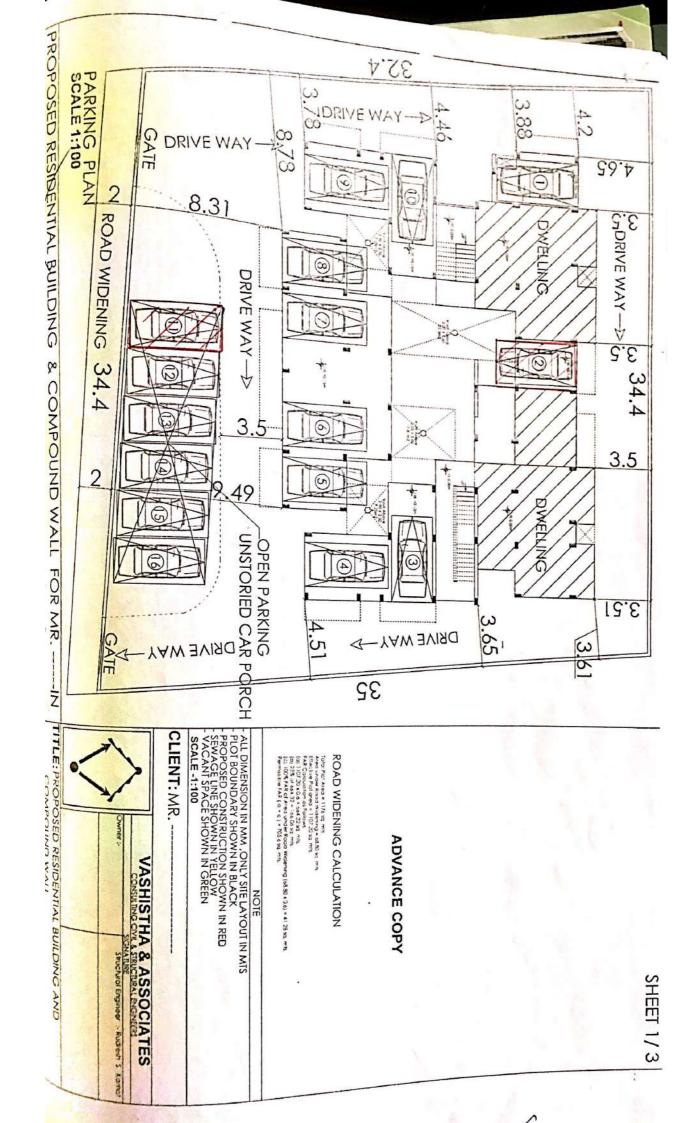
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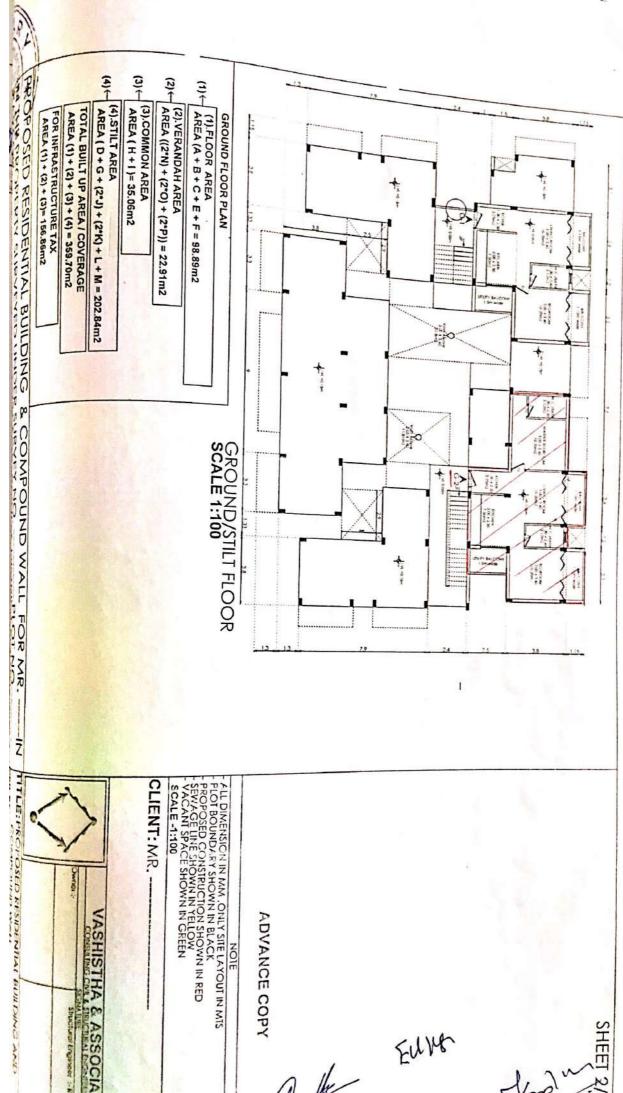
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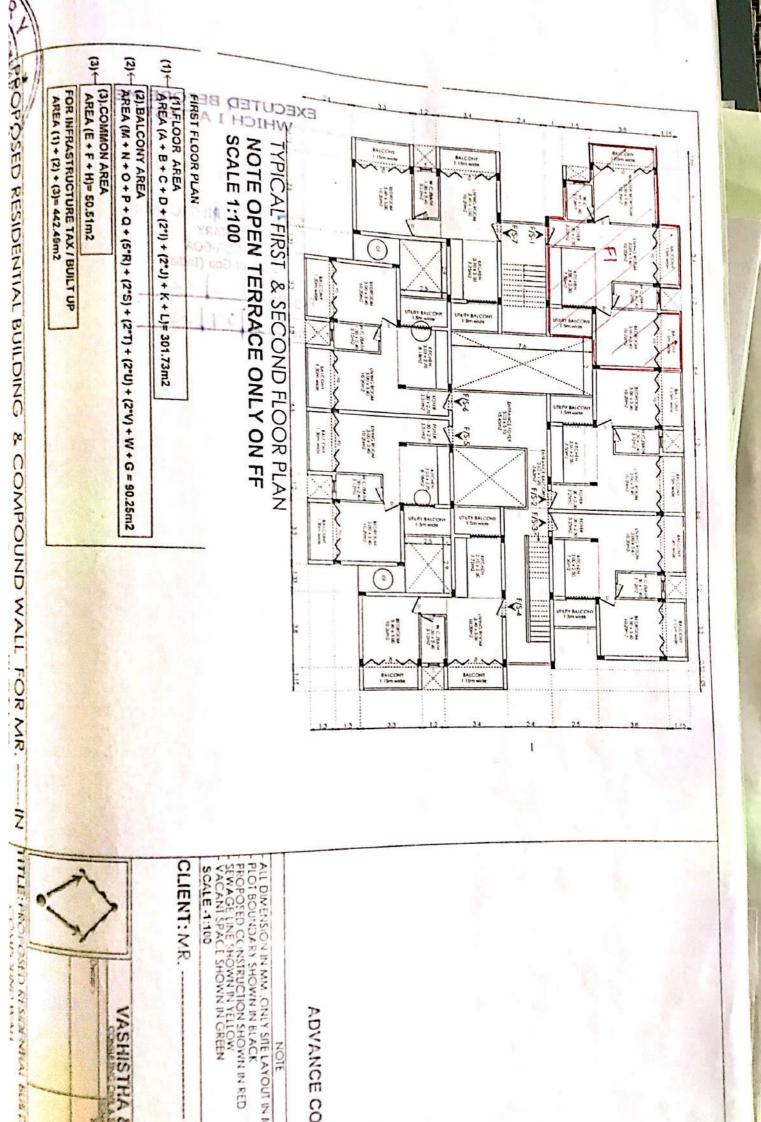
By Pratibha Borkar

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Securated on 07/07/2022 14:34:22 as per Online Ref No.5062. This record is valid without any signature as per Govt of Goa Notification No. 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website https://egov.goa.nic.in/dslr.









# GOVERNMENT OF GOA REGISTRATION DEPARTMENT OFFICE OF THE CIVIL REGISTRAR CUM SUB REGISTRAR, PONDA Ponda – Goa



1163/2002

#### STAMP DUTY CERTIFICATE

#### **ENDORSEMENT**

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

STAMP DUTY OF ₹ 192500/- (RUPEES ONE LAKH NINETY TWO

THOUSAND FIVE HUNDRED ONLY)

PAID <u>VIDE E -RECEIPT NO 202200572305</u> DATED: <u>07/07/2022</u> IN THE GOVERNMENT TREASURY.

HANUMANT DESSAI
CIVIL REGISTRAR CUM SUB REGISTRAR, PONDA

PON-POA Register-12-2022

DOCL	M	ENT DETAILS
NATURE OF THE DOCUMENT	:	POWER OF ATTORNEY
PRE REGISTRATION NUMBER	:	20220000025859
DOCUMENT SERIAL NUMBER	:	2022-PON-1167
DATE OF PRESENTATION	:	11 <sup>th</sup> JULY 2022
DOCUMENT REGISTRATION NUMBER	:	PON-POA Register-12-2022
DATE OF REGISTRATION	1:	11 <sup>TH</sup> JULY, 2022
NAME OF THE PRESENTER	:	Mr. KAPIL DIGAMBER SINAI BORKER
REGISTRATION FEE PAID	:	₹1000/-
PROCESSING FEES PAID	:	₹ 1280/-
MUTATION FEES PAID	:	NIL/-

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**POWER OF ATTORNEY** 

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KNOW ALL MEN TO WHOM THIS PRESENT SHALL COME THAT WE:

(1) MR ANTONIO FRANCISCO SOCORRO CARVALHO alias
ANTHONY F. S. CARVALHO, S/o Late Salvador Carvalho,
aged about 58 years, married, occupation business, Indian
National, having PAN:
, AADHAAR NO.:

and his wife,

(2) MRS EUGENIA CARVALHO, D/o Cristev Rodrigues, aged 55 years, married, housewife, Indian National, having PAN:

, AADHAAR NO.: , both R/o

H. No. 750, Daidar, Shiroda, Ponda Goa and hereinafter jointly and severally referred to as the "EXECUTANTS", do hereby SEND GREETINGS:

WHEREAS Executants are Owners in Possession of the Landed Property being Portion of Land admeasuring 1176 sq. mts. of the property known as 'DUCTOREM" also known as "DUPTOLEM" alias "SOTIAMOLA" situated at village Shiroda within Jurisdiction of Village Panchayat of Shiroda of taluka and Sub district of Ponda of South Goa district of the state of Goa and which property is described in the land registration office at Ilhas Goa under no.324 of book B of the Old series and enrolled in the matriz records under no. 458, to 461 and 537 and now surveyed under No. 270/10-B of village Shiroda and which portion of land as a separate and distinct unit is bounded as Under:

North: by Plot bearing New Survey No. 270/10 and partly by 270/10-C,

South: by Public Road,

East: by property bearing New Survey No. 270/10,

West: by property bearing New Survey No. 270/10-A.

hereinafter referred to as "SAID PLOT" and more particularly described in SCHEDULE written hereunder.

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AND WHEREAS we, the Executants herein have now decided to develop said plot which is admeasuring an area of 1176 sq. mts. and for the purpose of the proposed scheme of development over the said Plot, it will be necessary to obtain various kind of permissions as also to follow up various matters with various government departments and public offices including offices of public bodies like Panchayat, Municipality, Planning and Development Authorities, Town and Country Planning Department, RERA Authorities, Collectorate and other offices as also enter into and execute all or any Agreement, Deeds, Declarations, Affidavits or any other document.

AND WHEREAS the Executants shall retain the premises delineated in RED in the Plans annexed to this Power of Attorney and the Attorney is entitled to sell the premises delineated in GREEN on plans annexed to this Power of Attorney.

and whereas the Executants herein are required to do several acts for purpose of development of said plot which the Executants are unable to attend to on day to day basis, and therefore the Executants are desirous of appointing a fit and proper person to facilitate obtaining of licences, permissions, NOC, approvals, etc. from concerned authority for the entire construction as well as to facilitate sale of premises delineated in GREEN on plans annexed to this Power of Attorney to third party purchasers and to facilitate availing housing loan or finance by third party purchasers, save and except, signing of the plans, revised plans, in support of the proposed building which act then the Executants shall do personally.

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AND WHEREAS for the aforesaid purposes we, the EXECUTANTS herein are desirous of appointing MR KAPIL DIGAMBER SINAI BORKER, S/o Digamber Vasudev Sinai Borker, age 37 years, married, business, Indian National, holding Pan No.

and Aadhar No.

, R/o H. No. 37, Adulshem, Borim, Ponda Goa to act on our behalf as our Attorney for both of us or any one of us singly.

NOW THEREFORE BY THIS DOCUMENT OF POWER OF

ATTORNEY WE; (1) MR ANTONIO FRANCISCO SOCORRO

CARVALHO alias ANTHONY F. S. CARVALHO, and his

wife, (2) MRS EUGENIA CARVALHO, do hereby nominate,

constitute and appoint said MR KAPIL DIGAMBER SINAI

BORKER, S/o Digamber Vasudev Sinai Borker, age 37 years,

married, business, Indian National, holding Pan No.

and Aadhar No. , R/o H. No.

37, Adulshem, Borim, Ponda Goa to act on our behalf, to do any one, more, or all of the following acts, deeds and/or things for and on behalf of both of us or any one of us i.e. tosay:

1. To agree to sell, to sell and to deal with in any manner with prospective purchasers of the Premises viz. Apartments/Flats in GREEN on plans annexed to this Power of Attorney, in the said building to be constructed on the said Plot more particularly described in **SCHEDULE** written hereunder and for which purpose to sign, make, admit, execute and present for registration before any Sub-Registrar any Agreement/s, documents, deed/s including Sale deed, Mortgage Deed for Housing/Commercial loan with respect to Premises delineated in GREEN on plans annexed to this Power of Attorney, Partitions deed/s,

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Transfer Deed, Exchange Deed, Rectification deeds, Ratification Deed, Deed of Assignment of Rights, Deed of Transfer, Gift Deed, Partition, Exchange Deed and to admit execution of such documents and to issue valid receipt of acknowledging the receipt of all or any payment received including consideration received for the sale of premises viz., Apartments/Shops/Offices delineated in GREEN on plans annexed to this Power of Attorney, in the said building to be constructed on the said plot SAVE AND EXCEFT the premises reserved for the Executants delineated in RED in the plans annexed to this Power of Attorney and more particularly described in SCHEDULE-II written hereunder.

- To represent us before the concerned Sub-Registrar 2. and to present, execute and admit execution of any agreement/s and/or deed/s including sale, mortgageof the premises delineated in GREEN on plans annexed to this Power of Attorney by prospective purchasers, partition, gift, transfer, exchange, rectification, ratification etc. either executed by us or our Attorney on our behalf for sale of Apartments, shops, offices and/or any premises delineated in GREEN on plans annexed to this Power of Attorney in the said building to be constructed on the said plot more particularly described in SCHEDULE-I written hereunder SAVE AND EXCEPT the premises reserved for the Executants delineated in RED in the plans annexed to this Power of Attorney and more particularly described in SCHEDULE-II written hereunder.
- To agree to create and to create mortgage, charge or lien on the premises to be constructed on the said plot more particularly described in SCHEDULE-I written hereunder

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with any financial institutions/banks in order to raise finance for carrying out the development and construction work on the said plot more particularly described in **SCHEDULE-I** written hereunder.

- 4. To deposit the title deeds in respect of the said plot more particularly described in **SCHEDULE-I** written hereunder for inspection with any financial institutions/banks for creation of any mortgage, charge or lien with respect to the premises to be constructed on the said plot more particularly described in **SCHEDULE-I** written hereunder.
- 5. To execute memorandum of equitable mortgage, power of attorney, declaration, promissory note, memorandum of term loan agreement, arrangement letter and all other documents required by the financial institutions/banks for creation of valid mortgage, charge r lien on the premises to be constructed on the said plot more particularly described in **SCHEDULE-I** written because.
- 6. To sell the premises viz.; Apartments/Flats delineated in GREEN on plans annexed to this Power of Attorney in the building proposed to be constructed in said plot alongwith undivided proportionate right in the said plot to any prospective customer and to agree to mortgage such premises delineated in GREEN on plans annexed to this Power of Attorney for Housing/Commercial Loan alongwith undivided right in said plot proportionate to such premises delineated in GREEN on plans annexed to this Power of Attorney to any financial institutions/banks and to execute such agreements to sell, mortgage as also Deed of Mortgage

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mortgaging such premises delineated in GREEN on plans annexed to this Power of Attorney alongwith proportionate undivided right in said plot described in SCHEDULE-I hereunder SAVE AND EXCEPT the premises reserved for the Executants delineated in RED in the plans annexed to this Power of Attorney and more particularly described in SCHEDULE-II written hereunder and to admit execution of such documents, agreements, deeds etc. before Sub-Registrar, notary or any other office.

- 7. To do, execute and perform all such acts, deeds and things, concerning the sale of Premises viz., Apartments/Shops/Offices to be constructed on the said plot more particularly described in **SCHEDULE-I** written hereunder **SAVE AND EXCEPT** the premises reserved for the Executants delineated in RED in the plans annexed to this Power of Attorney and more particularly described in **SCHEDULE-II** written hereunder.
- 8. To apply for, pursue, obtain, receive, recover all kinds of licenses, permissions, clearance, approvals, sanctions, construction licenses, non-agricultural sanads, no-objection certificate, permissions from all concerned authorities inclusive of forest departments for cutting and/or transporting of any trees and to obtain their renewals and/or extension from time to time.
- 9. To represent us before all kinds of Government offices, Panchayat, Municipalities, Mamlatdar, Deputy Collector, Addl. Collector, Collectorate and other offices, Town and Country Planning Department, Planning and Development authorities, RERA Authorities and all kinds of Public bodies, public and private institutions and sign any

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forms, any plans and maps, of any building to be constructed on the said plot more particularly described in **SCHEDULE-I** written hereunder.

- To prosecute or proceed with any legal action or 10. defend any legal action or to commence, institute, file defend, compromise, pursue, compound, withdraw all kinds of legal proceedings, civil, criminal and revenue and for those purpose to sign, execute, verify, file all kinds of statements. written complaints pleadings. plaints, applications, execution appeal, of memorandum compromise terms, vakalatnamas, depositions, statements on oath and other kind of papers and documents required in any legal proceedings.
- 11. To sign, execute, verify, file, submit, withdraw, refile all kinds of applications, plans, revised plans, maps, forms, letters and receipts for effective development of the said plot tore particularly described in **SCHEDULE-I** written Threunder.
- 12. To give evidence on our behalf and to represent us before all kinds of courts, quasi-judicial authorities, tribunals, survey authorities, plot revenue authorities.
- 13. To engage engineers, architects, contractors, masons, carpenters, plumbers, laborers, etc. and to enter into any agreements with them to sign such agreements with them and to sign such agreements and contracts as our said attorney may deem fit and to effect payment of money towards the services engaged of such persons.
- 14. To engage, appoint and terminate the services of

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advocates and other professionals and for those purpose to sign necessary documents.

To appoint any person/s as my/our attorney/s and to 15. delegate to him/them all or any of the foregoing powers.

AND GENERALLY to do, execute and perform all other acts, Deeds, matters and thingp in respect of the said plot more particularly described in SCHEDULE-I written hereunder, which in the opinion of our said Attorney ought to be done, executed and performed in relation to the afore said as fully and effectually in all respects as we ourselves could do the same, if personally were present without incurring any liability to us.

AND WE agree and undertake to ratify and confirm all and whatever our said Attorney shall do or purport to do by virtue of these presents.

For the purpose of Stamp Duty this Specific Power of Attorney is valued at Rs. 55,00,000/- (Fifty Five Lakhs Only) and appropriate stamp duty is paid herewith.

## SCHEDULE - I (DESCRIPTION OF THE SAID PLOT)

ALL THAT Portion of Land admeasuring 1176 sq. mts. of the property known as 'DUCTOREM" also known as "DUPTOLEM" alias "SOTIAMOLA" situated at village Shiroda within Jurisdiction of Village Panchayat of Shiroda of taluka and Sub district of Ponda of South Goa district of the state of Goa and which property is described in the land

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registration office at Ilhas Goa under no.324 of book B of the Old series and enrolled in the matriz records under no. 458, to 461 and 537 and now surveyed under No. 270/10-B of village Shiroda and which portion of land as a separate and distinct unit is bounded as Under:

North: by Plot bearing New Survey No. 270/10 and partly by 270/10-C,

South: by Public Road,

East: by property bearing New Survey No. 270/10,

West: by property bearing New Survey No. 270/10-A.

#### SCHEDULE-II

Two 2 BHK Flats being Flat No. G2 admeasuring of 79.78 sq. meters on the Ground floor and F1 admeasuring 80. 65 sq. mts on the Upper Ground floor and Parking Slot bearing No. 2 and 11 more particularly shown and marked on the Plan annexed.

subscribed our hands on the day and place herein below mentioned in the presence of witnesses.

Executed before the Sub-Registrar of Ponda, Taluka Ponda at Ponda Goa, on this Eighth day of July, 2022.

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**EXECUTANTS**:

(MR ANTONIO FRANCISCO SOCORRO CARVALHO alias ANTHONY F. S. CARVALHO)





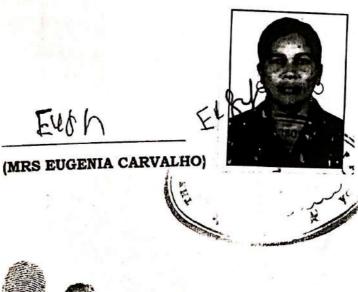
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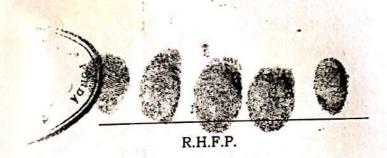


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I ACCEPT; SIGNATURE OF ATTORNEY:

PIL DIGAMBER SINAI BORKER)





(L.H.F.P.)



In presence of:

1. Adv S. S. Pilgaonkar

2. As vaisher V. Nzik Rlo Ponde Goz

Sudv.

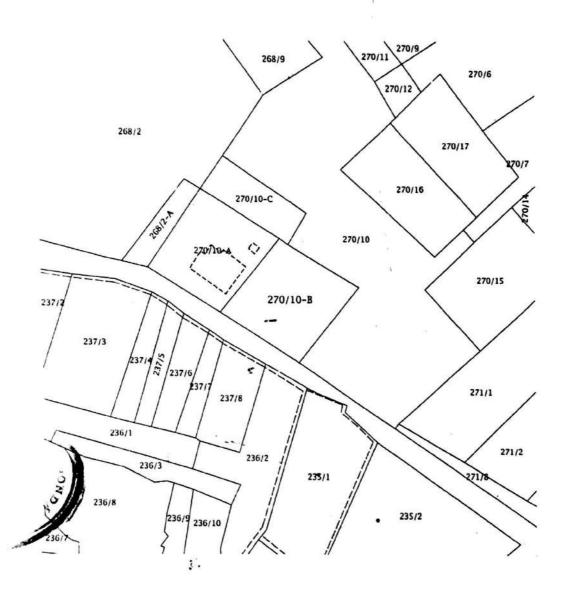
# **Government Of Goa**

Directorate of Settlement and Land records
Plan

Appln Date :07-07-2022

Ref. No.: 5062

Scale 1 1000



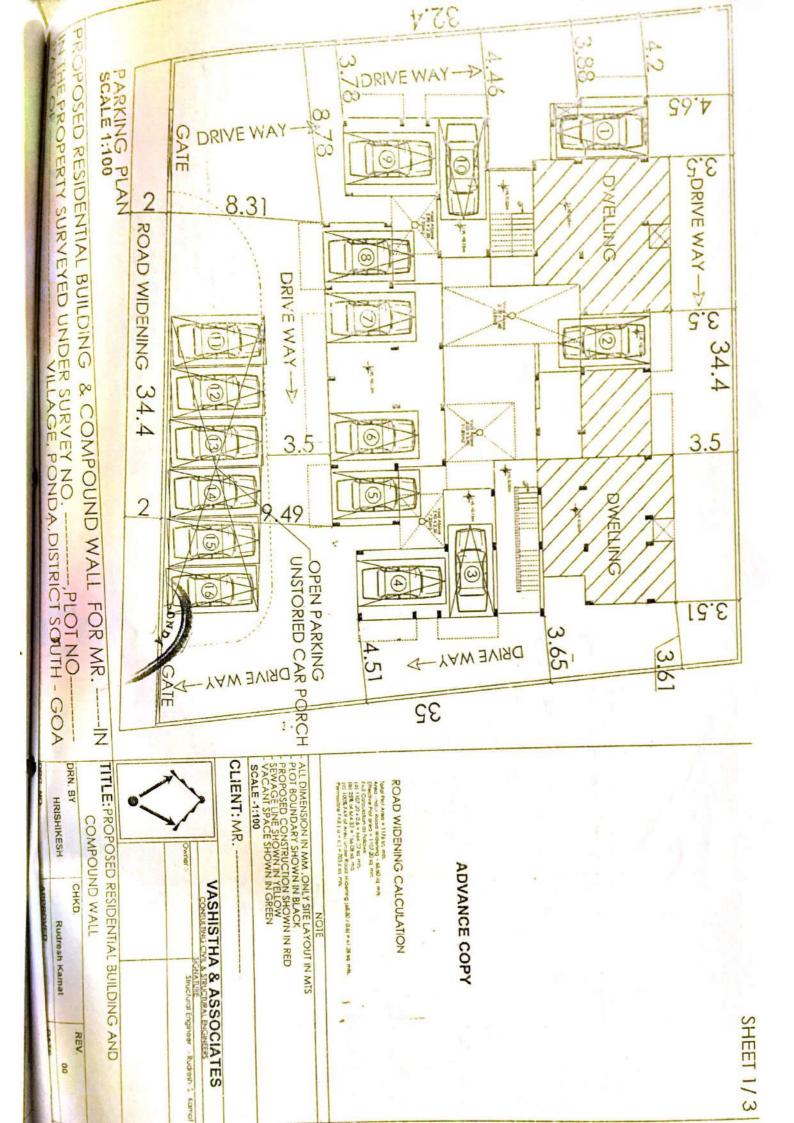
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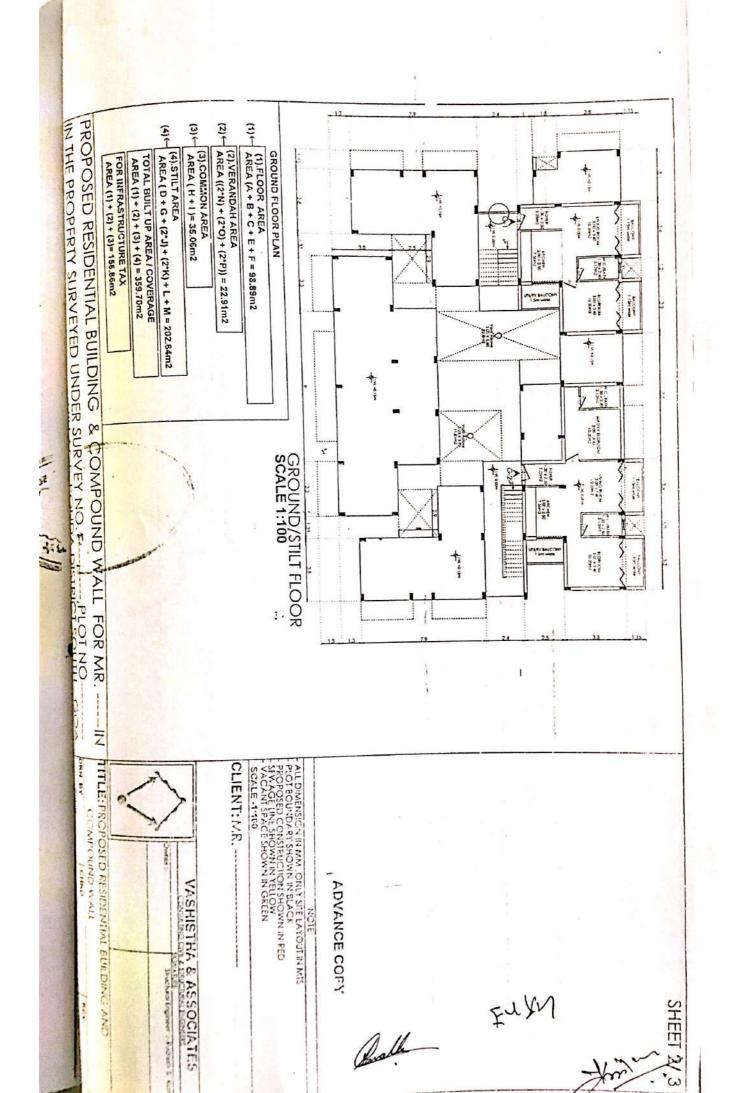
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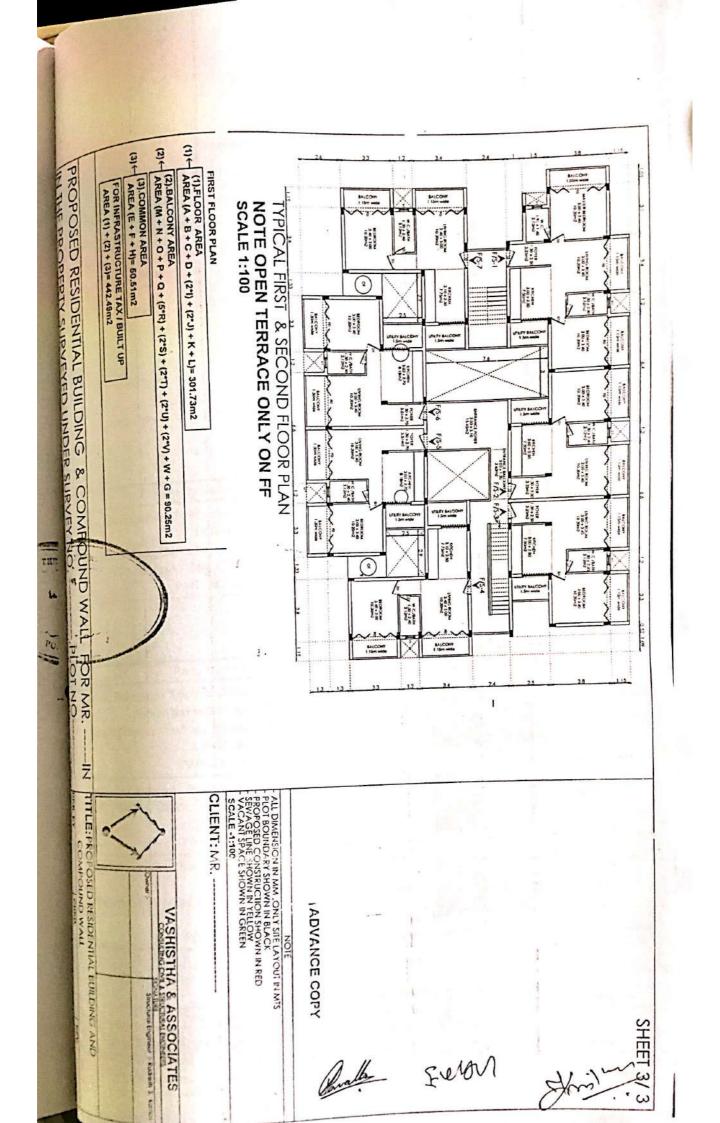
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## **Government of Goa**

# **Document Registration Summary 2**

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

<sub>pale & Time</sub> : - 11-Jul-2022 11:49:13 am

rent Serial Number :- 2022-PON-1167 rent Senat 1:41:55 am on 11-Jul-2022 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Ponda

ith fees paid as follows	Description	Rs.Ps
Sr.No	Stamp Duty	192500
1	Registration Fee	1000
2	Processing Fee	1280
3	Total	194780

Stamp Duty Required :192500/-

Stamp Duty Paid: 192500/-

enter	Dhata	Thumb	Signature
Party Name and Address	Photo	mamo	
Kapil Digamber Sinai Borker ,Father Name:Digamber Sinai Borker,Age: 37,  Marital Status: Married ,Gender:Male;Occupation: Business,  Address1 - Borim Ponda Goa, Address2 - ,  PAN No.:	100000		Hay.

	Photo	Thumb	Signature
Party Name and Address  Intonio Francisco Socorro Carvalho Alias Anthony F S Carvalho , Father Name:Salvador Carvalho, Age: 58,  Marital Status: Married ,Gender:Male,Occupation: Business, Shiroda Ponda Goa, PAN No.:			Day
Eugenia Carvalho , Father Name: Cristev Rodrigues, Age: 55, Marital Status: Married ,Gender: Female, Occupation: Housewife, Shiroda Ponda Goa, PAN No.:			Eudh
Kapil Digamber Sinai Borker , Father Name:Digamber Sinai Borker, Age: 37,  Marital Status: Married ,Gender:Male,Occupation: Business, Borim Ponda Goa,			Shing
PAN No.:		•	

<sup>1d</sup>vidually/Collectively recognize the Executant, Acceptor,

	Photo	Thumb	Signature
Party Name and Address	1 1-1-5	MAL PGE	ω >
Name: Vaibhav V Naik, Age: 31, DOB: 1991-03-30 , Mobile: 9822155647 , Email: , Occupation: Advocate , Marital status : Married , Address: 4u3401, Ponda, Ponda, SouthGoa, Goa	LAST.		(Manne)

Signature Party Name and Address Thumb Photo Name: Anusha Ramesh Nambiar, Age: 24, DOB: , Mobile: Name: Allusia. Occupation: Advocate, Marital status: 7030874143, Email: ,Occupation: Advocate, Marital status: 1030874143 , Address: 403401, Ponda, Ponda, SouthGoa, Goa Sub Registrar SUB - REGISTRAN PONDA Document Serial Number :- 2022-PON-1167 1.

NGDRS: National Ceneric Document Registration System

sument Serial No:-2022-PON-1167

Book :- POA Register Document

Registration Number :- PON-POA Register-12-2022

Date: 11-Jul-2022

REGISTRAN

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