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CO-OP BANK LTD.

Authorized Signatory

(Rupees Twenty Lakhs Only)

CITIZEN CREDIT CO-OP BANK LTD  
E-320, RUA DE OUREM  
PANAJI, GOA 403 001

भारत 19345 NON JUDICIAL ११/११  
199292 SEP 24 2014



16:17

D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

Rs. 2000000/- PB6818

Name of Purchaser M/s Devashoi Real Estate Developers

INDIA STAMP DUTY GOA

For CITIZEN CREDIT™  
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[Rupees Six Lakhs Eighty Eight Thousand Four Hundred and Thirty on

688430/-

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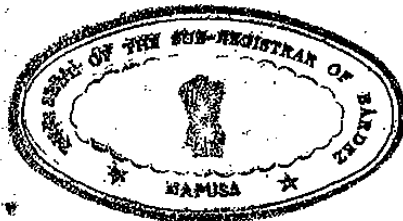
D-5/STP(V)/C.R./35/8/2006-RD(PART-III)

Rs. 0688430/- PB6818

Name of Purchaser M/s Devashoi Real Estate Developers

INDIA STAMP DUTY GOA

A133/14



4133

**AGREEMENT**

THIS AGREEMENT is made and entered at Socorro, Porvorim Goa, Bardez Taluka and Registration Sub-District of Mapusa, District of North Goa in the State of Goa, on this 24<sup>th</sup> day of September Two Thousand Fourteen (.24/09/ 2014).

M.P. de Andrade [Signature]

M.P. de Andrade [Signature]

**BETWEEN**


1A. **MRS.LUCILLE PINTO DE ANDRADE** widow of Luis Jose Pinto de Andrade, aged 87 years, having PAN No. AFDPA 1314F, housewife, Indian National, residing at 871/3, Fotquirem, behind SBI Varsha Colony, Alto- Porvorim, Bardez Goa 403 521 represented herein by her son and duly appointed Power of Attorney Holder **MR.MICHAEL PINTO DE ANDRADE** aged 61 years, married, businessman, Indian National, having PAN No. AEHPP 3468E, residing at 871/3, Fotquirem, behind SBI Varsha Colony, Alto- Porvorim, Bardez Goa 403521 authorised to sign vide Power of Attorney dated 24<sup>th</sup> July 2014 executed before Notary D. S. Petkar at Mapusa , Bardez, Goa vide Sr. No.17087/2014 dated 24<sup>th</sup> July 2014;



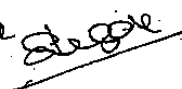
1B. **MRS.ROSALIE SRIVASTAVA** wife of Mr.Alok Harish Chandra Srivastava and daughter of late Jose Luis Pinto de Andrade, aged 60 years, service, Person of Indian Origin, having OCI Card No A373862, US National, having PAN No. CRAPS 5870F, residing at 455, Simons Avenue, Hackensack, New Jersey 07601, U.S.A represented herein by her duly appointed Power of Attorney Holder **MR.MICHAEL PINTO DE ANDRADE** aged 61 years, married, businessman, Indian National, having PAN No. AEHPP 3468E, residing at 871/3, Fotquirem, behind SBI Varsha Colony, Alto- Porvorim, Bardez Goa 403521 authorised to sign vide Power of Attorney dated 26th September 2008, executed before the Notary Public, State of New Jersey and is duly endorsed by the Additional Collector of North Goa on 30.10.2008 her husband ;

*M.P. de Andrade* 

I.C. **MR.ALOK SRIVASTAVA** son of Harish Chandra Srivastava and son in law of late Jose Luis Pinto de Andrade aged 63 years, married, occupation business, having Person of Indian Origin, having OCI Card No A 373861, Citizen of USA, having PAN No. CRAPS 5864H residing at residing at 455, Simons Avenue, Hackensack, New Jersey 07601, U.S.A represented herein by her duly appointed Power of Attorney Holder **MR.MICHAEL PINTO DE ANDRADE**, aged 61 years, married, businessman, Indian National, having PAN No. AEHPP 3468E residing at 871/3, Fotquirem, behind SBI Varsha Colony, Alto- Porvorim, Bardez Goa - 403521 authorised to sign vide Power of Attorney dated 26th September 2008 executed before the Notary Public, State of New Jersey and is duly endorsed by the Additional Collector of North Goa on 30.10.2008

 **MR.MICHAEL PINTO DE ANDRADE**, son of late Luis Jose Pinto de Andrade aged 61 years married, Agriculturist, having PAN No. AEHPP 3468E, Indian National, residing at residing at 871/3, Fotquirem, behind SBI Varsha Colony, Alto- Porvorim, Bardez Goa 403521 and his wife;

I.E. **MRS.CYNTHIA PINTO DE ANDRADE**, daughter of Domnic J.Si Ferrao, aged 51 years, consultant, married, having PAN No. ACZPA 7844F occupation housewife, Indian National, residing at 871/3, Fotquirem, behind SBI Varsha Colony, Alto- Porvorim, Bardez Goa 403521 represented herein by her husband and Power of Attorney holder **MR.MICHAEL PINTO DE ANDRADE** son of late Luis Jose Pinto de Andrade aged 61 years; married, businessman, having PAN No. AEHPP 3468E, Indian National, residing at residing at 871/3, Fotquirem, behind SBI Varsha Colony, Alto- Porvorim, Bardez Goa 403521 authorized to sign vide Power of Attorney dated 2<sup>nd</sup> August 2014 executed before Notary Smt Shilpa

M.P. de Andrade 

Salgaokar at Mapusa, Bardez Goa vide Sr.No.Registration No 2445/2014 dated 02.08.2014.

IF. **MR.CARL JOSEPH PINTO DE ANDRADE**, son of Luis Jose Pinto de Andrade, aged 56 years, divorcee, person of Indian Origin having PIO No. P0049676, PAN No. AIPPP 5008E, U.S.A. National, occupation business, residing at Dnyan Sagar, S.K. Bole Road, Dadar, Mumbai represented herein by her brother and Power of Attorney Holder **MR. MICHAEL PINTO DE ANDRADE**, son of late Luis Jose Pinto de Andrade aged 61 years married, businessman, having PAN No. AEHPP 3468E, Indian National, residing at residing at 871/3, Fotquirem, behind SBI Varsha Colony, Alto-Porvorim, Bardez Goa 403521 authorised to sign vide Power of Attorney dated 24<sup>th</sup> July 2014, executed before Notary D. S. Petkar at Mapusa, Bardez, Goa vide Sr. No.17088/2014 dated 24<sup>th</sup> July 2014 hereinafter jointly called as the **VENDORS/OWNERS** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their nominees, successors, executors, administrators and assigns) of the **ONE**



AND

2. **M/S DEVASHRI REAL ESTATE DEVELOPERS (A Division of Devashri Nirman Limited Liability Partnership)**, having PAN No. AABFD 2012N, having its Registered office at Dempo House, Campal, Panaji, Goa and its Administrative Office situated at 710-712, Seventh floor, Dempo Towers, Patta Plaza, Panaji, Goa represented in this Agreement by its **CHIEF EXECUTIVE (OPERATIONS) SHRI.KIRAN SHIVARAM HEGDE**, son of Shri.Shivaram S.Hegde, major aged 55 years, married, service, Indian National, residing at "SUPREM" Alto Bella Vista, Sangolda, Bardez, Goa, duly authorized to sign vide Power of Attorney dated 10<sup>th</sup> August, 2014 executed by its Partners Shri,Shrinivas V.

*M. P. de Andrade*

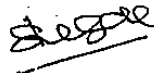
Dempo, Smt. Neela V Dempo and Mrs. Pallavi S Dempo before the Notary Smt. Kishori N. Fugro, vide Registration No. 715 dated 25-08-2014 at Panaji Goa and hereinafter referred to as the **PURCHASERS/DEVELOPERS** (which expression shall unless repugnant to the context or meaning thereof mean and include its Partners or Partners for the time being, their respective heirs, successors, executors, administrators, nominees and assigns) of the **SECOND PART**.

WHEREAS The **VENDORS/OWNERS** have specifically represented to the **PURCHASERS/DEVELOPERS** as under:-

1. THAT within the limits of the Village of Socorro in the Taluka of Bardez, in the State of Goa, there exists a property known as "**FOTQUIREACHEM GALLUM**" also known as "**FOTQUIREM**" or "**FOTKIREM**" earlier stated to be in Serula Village this property being described in the Land Registration Office of Bardez under No. 148 at page 149 of Book B-1 (New) and Inscribed under No. 67 at Page 42 of Book G-1 not found enrolled in the Taluka Revenue Office but recorded in the Record of Rights under Survey No. 361/1 of Village Socorro, Bardez Taluka, admeasuring an area of 1,875 square metres this property being hereinafter referred to as the **FIRST PROPERTY** and being described more particularly in the **Schedule I** hereunder written.

2. THAT within the limits of the Village of Socorro in the Taluka of Bardez, in the State of Goa, abutting the **FIRST PROPERTY**, there exists another property known as "**CUNGO**" not found described in the Land Registration Office of Bardez nor found enrolled in the Taluka Revenue Office but recorded in the Record of Rights under Survey No. 358/5 (part) of Village Socorro, Bardez Taluka, admeasuring an area of 8,875 square metres this property being hereinafter referred to as the **SECOND PROPERTY**

M-P. de Andrade



and being described more particularly in the **Schedule I** hereunder written.

3. THAT the **FIRST PROPERTY** along with the **SECOND PROPERTY** are hereinafter jointly referred to as the **WHOLE PROPERTY**.

4. THAT the **WHOLE PROPERTY** originally belonged to Late Antonio Jose Lobo and his wife Etelvina Amélia Pinto.

5. THAT Vide Deed of Sale dated 23.9.1882, Antonio Jose Lobo and his wife Etelvina Amelia Pinto sold the **WHOLE PROPERTY** to Mr. Hipolito Caetano Pinto.

6. THAT Mr. Hipolito Pinto expired on 8.12.1897 and upon his death Inventory proceedings were instituted in the Civil Court of Judicial Division Mapusa. In the said Inventory proceedings the heirs brought on record, were his wife Mrs. Maria Julia Francisca Vaz and 2 daughters namely Maria Estela Pinto and Maria Francisca Pulqueria Pinto. Vide Order dated 31.12.1968 made in the said Inventory Proceedings, the **WHOLE PROPERTY** was allotted to the daughter Maria Estela Pinto.

7. THAT Maria Estela Pinto alias Maria Estella Dos Dores Pinto alias Estela de Pinto de Andrade was married to Minguel Jose Pinto de Andrade. Minguel Jose Pinto de Andrade died on 20.2.1955 and Maria Estela Pinto alias Maria Estella Dos Dores Pinto alias Estela de Pinto de Andrade died on 6.7.1970, both were married without any ante-nuptial Agreement and therefore governed under the regime of Communion of Assets. Both died without any will or gift or any other testamentary disposition of their last wishes leaving behind their sole and universal heir their only son Mr. Luis Jose Pinto de Andrade married to Lucille Pinto de Andrade. Vide Deed of Succession for qualification of heirs executed on 9.8.1990 at the Office of the Notary Ex-Officio Bardez at Mapusa drawn on the

*M.P. de Andrade*

Notary Book No. 747 at Pages 53 to 55 Mr. Luis Jose Pinto de Andrade married to Lucille Pinto de Andrade were declared as the only successors of the deceased.

8. THAT Mr. Luis Jose Pinto de Andrade had executed a Will dated 8.11.1989 drawn at Page 59, of Book 156 in the Office of the Civil Registrar cum Sub-Registrar and Notary Ex-officio in the Judicial Division of Bardez at Mapusa. However the aforesaid **WHOLE PROPERTY** does not stand allotted vide the said will.

9. THAT Mr. Luis Jose Pinto de Andrade expired on 21.1.1991 and upon his death a Deed of Declaration was executed on 27.6.1994 in the Office of the Sub-Registrar and Notary Ex-officio of Bardez at Mapusa duly registered under No 620, Volume No 289, Book I dated 18.4.1995 wherein the universal heirs declared along with their share entitlement are as under



Mrs Lucille Pinto de Andrade entitled to half undivided right in the **WHOLE PROPERTY**.

Mrs. Jamilla Maria Colaco and her husband Mr Manuel Francisco Colaco entitled to 1/8<sup>th</sup> undivided right in the **WHOLE PROPERTY**.

iii) Mrs. Rosalie Shrivastava and her husband Alok Shrivastava entitled to 1/8<sup>th</sup> undivided right in the **WHOLE PROPERTY**.

iv) Mr. Michael Pinto de Andrade and his wife Cynthia Pinto de Andrade entitled to 1/8<sup>th</sup> undivided right in the **WHOLE PROPERTY**.

v) Mr. Carl Pinto de Andrade entitled to 1/8<sup>th</sup> undivided right in the **WHOLE PROPERTY**.

10. THAT upon the death of Luis Pinto de Andrade, Inventory Proceedings were also instituted in the Court of Civil Judge, Senior Division at Mapusa bearing No. 140/95/A and vide Order dated 9.2.1999, the **FIRST PROPERTY** admeasuring 61,875 sq mtrs along with **SECOND PROPERTY** know as "CUNGO"

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admeasuring 8875 sq mtrs. i.e. in all 70,750 square metres were then allotted to the heirs of late Luis Pinto de Andrade .

11. THAT a Revision Petition was filed before the Civil Judge Senior Division at Mapusa challenging this order dated 9.2.1999, being CMA No.39/99/A and an Order dated 14.2.2000 was then made by the Civil Judge Senior Division at Mapusa . During the pendency of this Revision Petition, Mrs.Jamilla Maria Colaco expired at Houston, Texas on 14.3.1999 .
12. THAT as against this Order dated 14.2.2000 made by the Civil Judge, Senior Division at Mapusa, an Appeal from Order No 20/2000 was filed by Mr.Manuel Francisco Colaco before the High Court of Bombay at Goa and this Appeal from Order No. 20/2000 was then disposed off by the High Court of Bombay vide Judgement dated 6.9.2011 as per the Consent Terms filed by the parties.
13. THAT as per the Consent Terms filed and approved by the High Court of Bombay vide its Judgement dated 6.9.2011, the allotment of the **WHOLE PROPERTY** stands agreed upon and allotted as under :
- i) Mrs. Lucille Pinto de Andrade entitled to 4/6<sup>th</sup> share equivalent to an area of 47,167 sq mtrs
  - ii) Mrs. Rosalie Shrivastava a Plot of 2,000 sq mtrs.
  - iii) Mr. Michael Pinto de Andrade a Plot of 1,000 sq mtrs.
  - iv) Mr. Carl Pinto de Andrade a Plot of 1,000 sq mtrs.
  - v) ½ (half) of the balance of **WHOLE PROPERTY** to Mr. Michael Pinto de Andrade equivalent to 9,791.50 sq mtrs
  - vi) ½ (half) of the balance of **WHOLE PROPERTY** to Mr. Carl Pinto de Andrade equivalent to 9,791.50 sq mtrs.

14. THAT this Judgement dated 6.9.2011 made in Appeal from Order No. 20 of 2000 along with the Consent Terms filed in the said Appeal from Order No. 20/2000 and along with the

*M.P. de Andrade* Legal

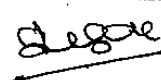


Description of the Properties and the Chart of Allotment in Inventory Proceedings No. 140/1995/A before the Civil Judge Senior Division at Mapusa Goa, was then registered in the Office of the Sub-Registrar of Bardez at Mapusa under No. 218 at Pages 235 to 329 in Book No.I Volume No.2999 on 13.7.2012

15. THAT Mr. Carl Pinto de Andrade was married to Veena Couto alias Veena Maria Couto alias Veena Pinto de Andrade and the parties filed for divorce by mutual consent under No. F-579 of 2009 before the Family Court, Mumbai at Bandra and vide Order dated 14.10.2008, a decree of dissolution of marriage under section 10 (A) of the Indian Divorce Act was made as per the Consent Terms filed by the parties .


16. THAT vide a Deed of Declaration dated 6.2.2013 registered in office of the Sub-Registrar of Ilhas at Panaji under No. PNJ-BK-00393-2013 CD No. PNJD20 on 07.02.2013, Mr. Carl Pinto de Andrade and Veena Couto alias Veena Maria Couto alias Veena Pinto de Andrade declared that they do not have any claim against each other of whatsoever nature and that they unconditionally and irrevocably renounce and surrender any rights in any and all immovable properties that were acquired during the subsistence of their marriage and further they declared that each of them shall be free to own, hold, enjoy or possess their own properties movable or immovable, self acquired or inherited or awarded as part of the said consent terms from the date of the said decree as their own and to deal with the same without interference from or reference to the other party.

17. THAT the **VENDORS/OWNERS** therefore are the absolute and lawful owners in possession, occupation and enjoyment of the **WHOLE PROPERTY**, in the manner as stated above, that there are no encumbrances or charges of any kind whatsoever on

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the **WHOLE PROPERTY**, that there are no claims against the **WHOLE PROPERTY** by any Mundkar or tenant, that the **VENDORS/OWNERS** have not entered into any Agreement for Sale, Agreement for Development, or MOU with any other person/s and that there are no legal impediments whatsoever for the **PURCHASERS/DEVELOPERS** to enter into the present transaction with the **VENDORS/OWNERS**.


AND WHEREAS, on the strength of being one of the reputed Real Estate Developers in the State of Goa the **VENDORS/OWNERS** have approached the **PURCHASERS/DEVELOPERS** with a proposal that the **VENDORS/OWNERS** have received an offer in lieu of purchase consideration of an area of 54,717 square metres from the **FIRST PROPERTY**, the offer being of an amount of 5 crores and 10,000 square metres constructed super built up area and requested the **PURCHASERS/DEVELOPERS** to better this offer and to develop out of the **FIRST PROPERTY** bearing Survey No. 361/1 of Village Socorro, Bardez Taluka, admeasuring 875 square metres, an area of 54,717 square metres, this area to be developed of 54,717 square metres being hereinafter referred to as the **SAID PROPERTY** and being described more particularly in the **Schedule II** hereunder written. The **VENDORS/OWNERS** have made it clear that the balance area of the **FIRST PROPERTY** bearing Survey No.361/1 of Village Socorro admeasuring 7,158 square metres shall be deemed to be a separate holding and does not form part of the present development and shall be exclusively owned and possessed solely by the **VENDORS/OWNERS**. The **PURCHASERS/DEVELOPERS** shall have no right or say in the said holding which is hereinafter referred to as the **SAID PLOT**, described in the Schedule - IV hereunder written and shown more particularly in Green colour on the Plan annexed hereto. The bore well existing in the **SAID PLOT** shall be the exclusive property of the **VENDORS/OWNERS** and the **PURCHASERS/DEVELOPERS** shall have no right to use the same. Similarly, the **SECOND**

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**PROPERTY** bearing Survey No.358/5 (part) of Village Socorro, Bardez Taluka, admeasuring an area of 8,875 square metres also does not form a part of the present development and shall be owned and possessed solely by the **VENDORS/OWNERS**.

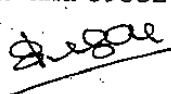
The **VENDORS/OWNERS** have desired that the shares of the **VENDORS/OWNERS** in the **WHOLE PROPERTY** admeasuring 61,875 sq.mtrs is mutually agreed upon as:

- i) Mrs.Lucille Pinto De Andrade entitled to a share equivalent to an area of 38,292 sq.mtrs.
- ii) Mrs.Rosalie Srivastava entitled to a share equivalent to an area of 2,000 sq.mtrs.
- iii) Mr. Michael Pinto De Andrade entitled to a share equivalent to an area of 10,791.5 sq.mtrs.
- iv) Mr.Carl Pinto De Andrade entitled to a share equivalent to an area of 10,791.5 sq.mtrs.

 that the shares of the **VENDORS/OWNERS** in the **SAID PROPERTY** admeasuring 54,717 sq.mtrs is mutually agreed upon as under:

- i) Mrs.Lucille Pinto De Andrade is entitled to a share equivalent to an area of 31,134 sq.mtrs.
- ii) Mrs.Rosalie Srivastava is entitled to a share equivalent to an area of 2,000 sq.mtrs
- iii) Mr.Michael Pinto De Andrade is entitled to a share equivalent to an area of 10,791.5 sq.mtrs
- iv) Mr.Carl Pinto De Andrade is entitled to a share equivalent to an area of 10,791.5 sq.mtrs

AND WHEREAS there exists a road in the **FIRST PROPERTY** as shown on the Plan annexed hereto and which bifurcates the **SAID PROPERTY** into two portions i.e. 14,835 sq mtrs on the Northern Side indicated as Plot B and 39882 sq mtrs on the Southern side

*M. P. de Andrade* 

inclusive of the area utilized for the road , indicated as Plot A. It is agreed and understood that this road shall be kept open and that the **VENDORS/OWNERS** and the **PURCHASERS/DEVELOPERS** shall have the liberty and privilege to use the same without any obstruction or hindrances. The **VENDORS/OWNERS** shall be entitled to use this road as further access to their other properties. This Plot A admeasuring 39,882 square metres is described more particularly in the **Schedule II-A** hereunder written.

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

The name of Mrs Jamila Maria Colaco stands recorded in the Form I & XIV and the **VENDORS/OWNERS** shall take urgent steps to get the same name deleted from the Form No. I & XIV.

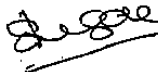
AND WHEREAS in the backdrop of the prevailing uncertainty due the non-notification of the Regional Plan 2021, as could be applicable to the **SAID PROPERTY**, the **VENDORS/OWNERS** and the **PURCHASERS/DEVELOPERS** after due deliberation and discussion have mutually agreed to better the offer, the consideration being worked out on the basis of the permissible Floor area for the **SAID PROPERTY** as being 27,358.50 sq mtrs.

*M. P. de Andrade*

AND WHEREAS the **PURCHASERS/DEVELOPERS** after discussion for the purchase of the **SAID PROPERTY** and to develop the same, have agreed to pay to the **VENDORS/OWNERS** consideration of **Rs. 5,00,00,000/-** (Rupees Five crores only) to be paid as per the modalities of payment appearing hereinafter and to construct for the **VENDORS/OWNERS** entirely at the cost of the **PURCHASERS/DEVELOPERS**, a super built up area of 11,834.64 sq metres along with one car park for each Apartment totaling in all to 12,410.64 sq.mtrs.

Further the **PURCHASERS/DEVELOPERS** have in addition offered a pattern, that for every increase in the Floor area of 100 square metres over and above the base 27,358.50 sq.mtrs Floor area, additional 40 square metres super built up area inclusive of one car park for each Apartment shall be allotted to the **VENDORS/OWNERS**. The additional super built up area in the form of Apartments and car parks would be allotted in Plot 'A' as may be accrued and approved by Authorities. The Choice of Apartments in Plot A to be decided by the **VENDORS/OWNERS** within a period of not later than 15 days from the date of intimation to select the same by the **PURCHASERS/DEVELOPERS**. This additional super built up area to be allotted is hereinafter referred to as "**SUPPLEMENTARY PREMISES**".

The **VENDORS/OWNERS** hereby specifically agree that the **PURCHASERS/DEVELOPERS** shall be entitled to make optimum utilization of the FAR admissible in a **SCHEME OF DEVELOPMENT** comprising of the Plot A and the Plot B to construct the areas as may be permitted to be constructed and that the **VENDORS/OWNERS** have no claim whatsoever as regards the same except to the extent of the super built up area and consideration entitlement of the **VENDORS/OWNERS** in


M.P. de Andrade 

respect to the constructed areas to be delivered unto the **VENDORS/OWNERS**.

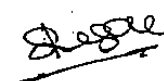
The super built up being allotted to the **VENDORS/OWNERS** would be allotted by way of 2 Bed room apartments in a cluster of buildings constructed in Plot 'B' having super built up area of **11,834.64 sq metres**, hereinafter referred to as the **SAID PREMISES** and described more particularly in the Schedule III hereunder written, along with one car park for each Apartment totaling in all to **12,410.64 sq.mtrs.**

The constructed Super Built up area being delivered to the **VENDORS/OWNERS** is inclusive of:-

- a) Carpet area of the Apartments of the "**SAID PREMISES**".
- b) Area covered by the walls bounding the carpet areas including internal walls, areas of balconies of Apartments of the "**SAID PREMISES**" wherever applicable.

 Proportionate areas chargeable to the individual Apartments of the "**SAID PREMISES**" consisting of the incidence of staircase, passage, lift area (core) and other value additions which are common utility to the floor where the said Apartments of the "**SAID PREMISES**" are located and identified.

- d) Proportionate area of the Society Office/ Club House, Lift Machine Room, the covered area below the Lift Machine Room, Ground floor entrance lobby, Ground floor Lift area (core) Generator Room, Club house, Swimming Pool which are common to the entire buildings and other common facilities which occupies the constructed/covered area chargeable to Apartments of the

*M. P. de Andrade* 

"SAID PREMISES" excluding the stilted car parking facility, which is allotted to the **VENDORS/OWNERS** in the role of **Holder**, since the area occupied for the car parking facility is not included while evaluating the super built up area of the Apartments under this Agreement.

- e) Exclusive terrace at the 4<sup>th</sup> Floor level allotted to the third floor Apartment admeasuring 106 sq mtrs is considered at 42.50 sq mtrs for the computation of super built up area
- f) The corresponding built up areas and carpet areas are given in Schedule III hereinafter.

AND WHEREAS the **VENDORS/OWNERS** have accepted the offer of the **PURCHASERS/DEVELOPERS** as aforesaid and the parties therefore have agreed to reduce the terms agreed upon in writing.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

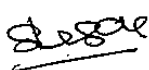
THAT the **VENDORS/OWNERS** do hereby agree to sell unto the **PURCHASERS/DEVELOPERS** for the purpose of development, a land area of 54,717 square metres from the total area of 61,875 square metres, i.e. the **SAID PROPERTY** shown more particularly on the plan annexed hereto, the same being a portion of property known as "**FOTQUIREACHEM GALLUM**" earlier stated to be in Serula Village located within the limits of the Village of Sócorro in the Taluka of Bardez, in the State of Goa, described in the Land Registration Office of Bardez under No.148 at page 149 of Book B-1 (New) and Inscribed under No.67 at Page 42 of Book G-1 not found enrolled in the Taluka Revenue Office but recorded in the Record of Rights under Survey No.361/1 of Village Socorro, Bardez Taluka from which the **VENDORS/OWNERS** shall retain for themselves the land

M.P. de Andrade *de Andrade*

area proportionate to the **SAID PREMISES** and the **SUPPLEMENTARY PREMISES**.

2. That the **VENDORS/OWNERS** have specifically declared to the **PURCHASERS/DEVELOPERS**, with respect to the **SAID PROPERTY** forming a portion of the **FIRST PROPERTY** as under :

- a) That the **VENDORS/OWNERS** are the absolute and lawful owners in possession, occupation and enjoyment of the **SAID PROPERTY** and no person other than the **VENDORS/OWNERS** has any right, share or interest in the **SAID PROPERTY**.
- b) That there are no encumbrances or charges of any kind whatsoever on the **SAID PROPERTY**.
- c) That there are no claims against the **SAID PROPERTY** by any **Municipal** under the Goa, Daman & Diu Municipal (Protection from Eviction) Control Act, or by any tenant under the Goa, Daman & Diu Agricultural Tenancy Act ;
- d) That the **VENDORS/OWNERS** have not entered into any Agreement for Sale, Agreement for Development, or MOU with any other person/s in respect to the **SAID PROPERTY** ;
- e) That the **SAID PROPERTY** is neither subject to any lien or attachment by the Government or by any Bank or Financial Institution nor forming the subject matter of any Land Acquisition of any kind whatsoever.
- f) That there are no legal impediments whatsoever for the **PURCHASERS/DEVELOPERS** to enter into the present transaction with the **VENDORS/OWNERS**.


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g) That the **VENDORS/OWNERS** do hereby agree to indemnify and keep indemnified the **PURCHASERS/DEVELOPERS** against any defect in title, differences arising out of the mutual allotment of share in the **SAID PROPERTY** than mutually agreed between the **VENDORS/OWNERS** as stated above, and liabilities arising out of taxes and outgoings on the **SAID PREMISES** in the "**SAID PROPERTY**" resulting in the development work of the **PURCHASERS/DEVELOPERS** getting suspended or coming to a standstill. In eventuality of defect in title, the **VENDORS/OWNERS** undertake to remove any defect in the title, within a period of nine months and in case of failure, to compensate the **PURCHASERS/DEVELOPERS**, to the extent of the loss suffered by the **PURCHASERS/DEVELOPERS** on account of the investment of the amount, interest of the material at site, idling of labour/personnel etc. being an amount of Rupees Ten lakhs only per month commencing on the expiry of the nine months mentioned above and subject to a maximum ceiling of Rs. Three crores only, and in case the **PURCHASERS/DEVELOPERS** opt to rescind the Agreement, then as per the terms that may be agreed upon between the parties.

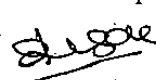
I. **PREMISES AND CONSIDERATION:-**

1) That in pursuance of this Agreement the **VENDORS/OWNERS** have agreed to sell unto the **PURCHASERS/DEVELOPERS**, the **SAID PROPERTY**, for the purpose of development by constructing thereon a cluster of residential buildings in phases for sale on ownership basis to the prospective purchasers and in lieu thereof have agreed to pay to the **VENDORS/OWNERS** the consideration as under :

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A) Payment to the **VENDORS/OWNERS** a sum of **Rs.5,00,00,000/** (Rupees Five Crores Only) in the following manner:-


- a) A sum of **Rs.2,50,00,000/-** (Rupees Two Crores fifty Lakhs only) at the time of Signing of this Agreement in the name of Mr.Michael Pinto de Andrade as desired by the **VENDORS/OWNERS**, the receipt and payment of which sum the **VENDORS/OWNERS** and each one of them do hereby admit and acknowledge;
- b) A further sum of **Rs.75,00,000/-** (Rupees Seventy five lakhs only) payable in the name of Mr.Michael Pinto de Andrade as desired by the **VENDORS/OWNERS**, after obtaining Conversion Sanad and Environment clearance from the Ministry of Environment for the **SAID PROPERTY**.
- c) A sum of **Rs.75,00,000/-** (Rupees Seventy five lakhs only) payable in the name of Mr.Michael Pinto de Andrade as desired by the **VENDORS/OWNERS**, after obtaining construction license and all other necessary licences/approvals for the commencement of the entire development of the **SAID PROPERTY**.
- d) The balance amount of **Rs.1,00,00,000/-** (Rupees One Crore only) to be retained by the **PURCHASERS/DEVELOPERS** for appropriating the same against the amounts payable by the **VENDORS/OWNERS** to the **PURCHASERS/DEVELOPERS** in respect to the constructed areas (i.e. the **SAID PREMISES** and the **SUPPLEMENTARY PREMISES**) allotted to the **VENDORS/OWNERS**, against service Tax, VAT, and any new levies that may be imposed by the Government, and when such payment or taxes as specified above is paid to the Government, a challan or receipt of the same shall be made

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available by the **PURCHASERS/ DEVELOPERS** to the **VENDORS/OWNERS**. Any payment to be paid to the Government exceeding Rs.10 lakhs would be made after giving prior intimation to the **VENDORS/ OWNERS**.

- e) It is however agreed and understood that in case the retained amount **Rs.1,00,00,000/-** (Rupees One Crore Only) is insufficient, the **VENDORS/OWNERS** shall arrange for the payment of the balance, within fifteen days of intimation from the **PURCHASERS/DEVELOPERS**.
- f) After handing over of the possession of all the constructed areas to the **VENDORS/OWNERS**, any amount remaining from **Rs.1,00,00,000/-** (Rupees one Crore only) shall be paid by the **PURCHASERS/DEVELOPERS** to the **VENDORS/OWNERS**, along with a statement indicating the appropriation done, within 3 months.
- g) The **VENDORS/OWNERS** shall not be required to pay any further amount, other than that set out in the present Agreement.
- h) Delivery unto the **VENDORS/OWNERS** free of cost the **SAID PREMISES** comprising of constructed Super built up area of 11,834.64 square metres (Eleven thousand eight hundred thirty four and point sixty four only) in the **SAID PROPERTY** on the Plot B along with one car park for each Apartment totaling in all **12,410.64 sq.mtrs** (Twelve thousand four hundred and ten point sixty four only)


The **VENDORS/OWNERS** during the progress of construction shall be entitled to enter into any Agreement/s for Sale or otherwise in respect to their Apartments in the "**SAID PREMISES**" and the **PURCHASERS/DEVELOPERS** shall execute such Agreements as a Confirming Party to confirm the delivery of the Apartments complete in all respects in

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terms agreed upon in such Agreements. A Model draft Agreement shall be finalized by the **PURCHASERS/DEVELOPERS** for this purpose in consultation with the **VENDORS/OWNERS**.

The **VENDORS/OWNERS** also specifically agree that the **PURCHASERS/DEVELOPERS** shall be entitled to enter into any Agreement for sale, lease, assignment, allotment of all the Super Built up areas constructed by the **PURCHASERS/DEVELOPERS**, if necessary, along with the undivided right, share and interest in the land, other than the Super Built up areas reserved as aforesaid for the **VENDORS/OWNERS** and as permissible in the **SAID PROPERTY** as per the "SCHEME OF DEVELOPMENT" and the **VENDORS/OWNERS** do hereby specifically confirm that they have given their express consent for the same which Agreements for Sale shall be as per the Model draft Agreement prepared by the parties, in terms of the preceding paragraph.

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

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and also to appoint agencies for maintenance and betterment

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

The Scheme of allotment of the "**SAID PREMISES**" allotted to the **VENDORS/OWNERS** is shown as per enclosed layout and marked in red hatches. The plan of typical 2 Bedroom Flat being allotted is enclosed as per drawings attached. The calculation of allotment of super built up area is enclosed as annexure.

The "**SUPPLEMENTARY PREMISES**" to be allotted to **VENDORS/OWNERS**, after due approvals from the authorities, would be reconciled between the **VENDORS/OWNERS** and the **PURCHASERS/DEVELOPERS** by way of suitable Addendum/s to this Agreement and shall be governed by the agreed terms set out in this Agreement.

- 2) The **PURCHASERS/DEVELOPERS** warrant that:
  - a) The "**SAID PREMISES**" allotted unto the **VENDORS/OWNERS** shall conform to the Standard Specifications detailed in **SCHEDULE V** of this Agreement.


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b) The **PURCHASERS/DEVELOPERS** shall allot to the **VENDORS/OWNERS** on ownership basis the "**SAID PREMISES**" admeasuring approximately **11,834.64 sq. mtrs** (including the incidence of staircase and other common facilities), corresponding to the built up & carpet areas of the "**SAID PREMISES**" as stated in detail in **Schedule III**, constructed on the Plot 'B' as per the Site Plan annexed, along with one car park for each Apartment totaling in all **12,410.64 square metres**, with such variations and alterations as may be required by any Competent Authority, to be made in them or in any of them but so as not to reduce the super built-up area of the "**SAID PREMISES**".

The **PURCHASERS/DEVELOPERS** shall not be required to take any further permission or consent of the **VENDORS/OWNERS** to carry out the completion of the "**SCHEME OF DEVELOPMENT**" on the Plot 'A' and the Plot 'B'.

**II. DELIVERY, USE AND MAINTENANCE OF THE SAID PREMISES:**

1.a) The **PURCHASERS/DEVELOPERS** shall deliver the possession of the **SAID PREMISES**, to the **VENDORS/OWNERS** in Phases, the First Phase comprising of **48** apartments totaling to super built up area of **5,917.32** sq mtrs inclusive of 6 terraces on the 4<sup>th</sup> Floor and 48 car parks, within 30 (thirty) months from the date of obtaining of Construction License, Conversion Sanad and Environment Clearance for the **SCHEME OF DEVELOPMENT**, along with the Completion Certificate of the Town & Country Planning Department.

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The **PURCHASERS/DEVELOPERS** shall deliver the possession of the **SAID PREMISES**, to the **VENDORS/OWNERS** in the Second Phase comprising of 48 apartments totaling to super built up area of **5,917.32** square metres inclusive of 6 terraces on the 4<sup>th</sup> Floor and 48 car parks, within 45 (forty five) months from the date of obtaining of Construction License, Conversion Sanad and Environment Clearance for the **SCHEME OF DEVELOPMENT** along with the Completion Certificate of the Town & Country Planning Department.

The **PURCHASERS/DEVELOPERS** have made it clear that they will endeavor to obtain the Construction license, the Conversion Sanad and the Environmental Clearance within a period of 9 (nine) months from the execution of these presents. The **PURCHASERS/DEVELOPERS** have further made it clear that they will endeavor to obtain the Occupancy certificate and permanent electricity connection for the **SAID PREMISES** (Post completion certificate from Town and Country Planning Department) within a period of 3 months beyond the time of delivery for each phase hence accordingly, the delivery of First Phase of the **SAID PREMISES** comprising of 48 Apartments along with car parks would be appropriated to 30 months for construction, 9 months for the purpose of Obtaining Construction License, Conversion Sanad and Environment clearance and 3 months for obtaining Occupancy Certificate and Electricity Connection cumulatively adding upto 42 months from the date of signing of this Agreement. Similarly the delivery of the Second Phase of the **SAID PREMISES** comprising of 48 Apartments along with car parks shall be 57 months from the date of signing of this Agreement.

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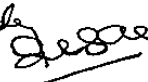
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i) It has however been clearly agreed and understood that the **VENDORS/OWNERS** shall co-operate with the **PURCHASERS/DEVELOPERS** in all matters pertaining to the construction and shall sign applications, plans, documents etc., as may be required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

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

b) **PURCHASERS/DEVELOPERS** shall by a notice in writing intimate the **VENDORS/OWNERS**, to take delivery of the **SAID PREMISES** as indicated in the Notice within seven days from the date of receipt of such notice, after which date the **VENDORS/OWNERS** shall be deemed to have taken possession and delivery of the **SAID PREMISES** as indicated in the Notice. The **VENDORS/OWNERS** agree to pay the House tax and Electricity charges of the **SAID PREMISES** to the concerned authorities from the date of Occupancy Certificate.

After the receipt of the Notice to take possession, the **VENDORS/OWNERS** shall be entitled to take inspection of the Apartments whose possession is offered, and in case the **VENDORS/OWNERS** find any item of work as set out in the

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Specifications as not to have been completed in any Apartment, the **VENDORS/OWNERS** shall be entitled to draw the attention of the **PURCHASERS/DEVELOPERS** to the item/s not completed and shall take possession only after the said item of work is completed which shall than be the date of deemed possession for the purpose of this Agreement.

It is agreed and understood that failure to take delivery of the **SAID PREMISES** on the stipulated date will not exonerate the **VENDORS/OWNERS** from their liability to pay the outgoings such as House tax, Electricity charges to the Village Panchayat, Maintenance charges, swimming pool charges, club house charges and any other taxes etc from the deemed date of Possession of the **SAID PREMISES**.

Upon the delivery of the **SAID PREMISES** to the **VENDORS/OWNERS**, in Phases the **VENDORS/OWNERS** upon the request and sole discretion of the **PURCHASERS/DEVELOPERS** shall execute suitable document/s for the Conveyance of the **SAID PROPERTY** in portions i.e. Land comprised in the **SCHEME OF DEVELOPMENT** and comprising initially of the Plot A in favour of the **PURCHASERS/DEVELOPERS** and/or the **SOCIETY/ENTITY/GENERAL SOCIETY** or alternatively if Society cannot be formed by executing Individual Sale Deeds to which the **VENDORS/OWNERS** expressly give their consent.

- c) The **PURCHASERS/DEVELOPERS** shall not incur any liability if they are unable to deliver the possession of the **SAID PREMISES** by the date stipulated in Clause No. II (1.a) hereinabove, if the completion is delayed by reason of war, or any act of God or if non-delivery of possession arises out of or as a result of any Notice

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Order, Rule or Notification or communication from any other Public or Competent Authority, or Court resulting in suspension of work, and in any of the aforesaid events occurring, the **PURCHASERS/DEVELOPERS** shall be entitled to an extension of time corresponding to the extent of the length of such event, for the delivery of possession of the **SAID PREMISES**.

The **VENDORS/OWNERS** agree to indemnify & keep indemnified the **PURCHASERS/DEVELOPERS** against any defect in title in the **SAID PROPERTY**.

If for reasons other than the above, the **PURCHASERS/DEVELOPERS** are unable to or fail to give possession of the **SAID PREMISES** to the **VENDORS/OWNERS** within the time period specified in Clause No. II (1.a), the **PURCHASERS/DEVELOPERS** shall compensate the **VENDORS/OWNERS** by an amount agreed upon as **Rs. 10,000/-** (Rupees Ten thousand only) per Flat per month of delay.

- 3) The **VENDORS/OWNERS** shall use the **SAID PREMISES** only for the purpose of residence or for any purpose which is permissible as per the prevailing laws.
- 4) The **VENDORS/OWNERS** shall from the date of possession maintain the **SAID PREMISES**, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the **SAID PREMISES** and/or common passages, or the compound which may be against the conditions or technical advice of the **PURCHASERS/DEVELOPERS**, Rules or Bye-laws of the Village Panchayat or any other Authority and shall attend to

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and answer and will be responsible for all actions and violation of any such conditions or Rules or Bye-laws.

5) The **VENDORS/OWNERS** shall permit the **PURCHASERS/DEVELOPERS** and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the **SAID PREMISES** or any part thereof at all reasonable times to view and examine the state and conditions thereof and the **VENDORS/OWNERS** shall within three days of the **PURCHASERS/DEVELOPERS** giving a notice in writing to the **VENDORS/OWNERS**, consent to that effect and permit the **PURCHASERS/DEVELOPERS** to attend to all defects, decay and requirements of repair, and also for the purpose of repairing any part of the building/s and for the purpose of making repairs, maintaining, re-building, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the said Buildings, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cable and for similar other purposes and for all other purposes contemplated by and under this Agreement.

6) The Specifications for all the Apartments to be constructed in the **SCHEME OF DEVELOPMENT** i.e. in Plot A and Plot B shall be as set out in the Schedule V annexed hereto. It is clearly agreed and understood that the Specifications for all Apartments constructed by the **PURCHASERS/DEVELOPERS** including the **SAID PREMISES** constructed for the **VENDORS/OWNERS** as also the Apartments constructed for the **PURCHASERS/DEVELOPERS** in the **SCHEME OF DEVELOPMENT** shall be with a similar elevation and having

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the same materials, fixtures and fittings unless any Individual Purchaser/Buyer opts for additional or better specifications at extra cost .

- 7) The **VENDORS/OWNERS** shall be entitled to appoint an Engineer to supervise and check the quality of material used and the construction of the **SAID PREMISES** to be allotted and delivered unto the **VENDORS/OWNERS** . Such Engineer appointed shall be allowed unobstructed access to the **SAID PREMISES** .

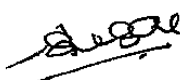
**III DEFECTS/ DEFICIENCY - EXTENT OF COVERAGE:**

- (a) Upon the **VENDORS/OWNERS** taking delivery of the "**SAID PREMISES**", the **VENDORS/OWNERS** shall have no claim against the **PURCHASERS/DEVELOPERS** in respect of any item of work in the **SAID PREMISES** which may be alleged not to have been carried out or completed.

Plaster cracks being inherent phenomena of newly constructed Apartments and shall not be considered as defective work as also shade/ colour/ size variations in painting, flooring tiles, glazed tiles shall not be considered as defective work.

The **PURCHASERS/DEVELOPERS** shall not be responsible for absorption of certain colour pigments resulting in stains for vitrified tiles and consequently the **VENDORS/OWNERS** are advised to avoid spillage of French polish, colour pigment, turmeric, kumkum etc on the tiles , after the possession of the **SAID PREMISES** have been taken over by the **VENDORS/OWNERS**.

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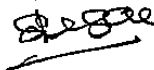
- (b) The defect liability period for the structure of the Buildings including the **SAID PREMISES** under this Agreement, shall be 12 Calendar months from the date of issuance of Occupancy Certificate / handing over possession / written intimation to the **VENDORS/OWNERS**, to take possession of the **SAID PREMISES** whichever is earlier in point of time.

Besides, the coverage of defect liability period, on the part of the **PURCHASERS/DEVELOPERS** of the **SAID PREMISES** shall be confined to first sale by the **VENDORS/OWNERS** to Prospective purchasers only and does not extend to subsequent transactions, irrespective of the fact whether the said second sale transaction takes place either before or after the stipulated period of 12 months as averred hereinabove, wherein the **PURCHASERS/DEVELOPERS** shall only be a Confirming Party.

**IV) ALLOTMENT OF CAR PARKING AREA/SLOT:**

- a) The **VENDORS/OWNERS** shall be made available adequate parking spaces comprising of at least one Parking slot for each Apartment and available on the Stilt Floor of each Building constructed by the **PURCHASERS/DEVELOPERS** for the **VENDORS/OWNERS**.
- b) No car parking area/ slot shall be held by any person who has not been allotted in his/her favour an Apartment in the **SCHEME OF DEVELOPMENT**.
- c) The **VENDORS/OWNERS** to whom the stilted car parking areas/slots are allotted by the **PURCHASERS/DEVELOPERS** agree and undertake not to allot any Car Parking area/slot to any person who has not been allotted an Apartment in the **SCHEME OF DEVELOPMENT**.

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The **VENDORS/OWNERS** agree and undertake not to enclose or put any barricades in any manner in respect of the allotted stilted car parking area/ slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at his own cost by the **VENDORS/OWNERS** to the satisfaction of the **PURCHASERS/DEVELOPERS**.

**V) TAXES AND OUTGOINGS:**

- (a) Service Tax and VAT shall be borne by the **VENDORS/OWNERS** proportionate to the extent of the super built-up area of the **SAID PREMISES** by appropriating the same from the amounts retained by the **VENDORS/OWNERS** with the **PURCHASERS/DEVELOPERS**.
- (b) Any new levy or tax of any nature demanded by local bodies/State Government Authorities / Central Government Authorities if levied or becomes due and payable after the date of signing of this Agreement on the **SCHEME OF DEVELOPMENT** shall be borne by the **VENDORS/OWNERS** proportionately to the extent of the super built-up area of the **SAID PREMISES**.
- (c) From the date of issue of the Occupancy Certificate for the **SAID PREMISES** the **VENDORS/OWNERS** shall be liable to pay the House Tax, electricity charges and all other taxes, charges, assessments, levies etc by whatever name called, as the owner of the **SAID PREMISES**. The **PURCHASERS/DEVELOPERS** shall not be responsible for any default in payment of such taxes thereafter.

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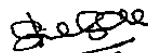
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VI) **VARIATION IN PLANS:**

- (a) It is hereby specifically agreed and consented to by the **VENDORS/OWNERS** that the **PURCHASERS/DEVELOPERS** shall be entitled, to make such variations and alterations in the Building plans or in the layout/ elevation of the buildings including relocating the open spaces/structures/buildings/ garden spaces and/or varying the location of the access to the buildings, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the **SCHEME OF DEVELOPMENT** in the Plot 'B' before getting the Occupancy Certificate, subject to the condition that the Super built up area of the **SAID PREMISES** being sold to the **VENDORS/OWNERS** are not altered and the Standard Specification set out in Schedule V hereinafter written are not altered. It is further agreed and deemed to have been explicitly consented to by the **VENDORS/ OWNERS** that the **PURCHASERS/DEVELOPERS** shall be entitled to amalgamate the **SAID PROPERTY** with one or more adjoining Properties and also to grant or to obtain access or right of way to or from such adjoining properties, if any, as also to grant an access to any adjoining properties and if required for the ultimate beneficial enjoyment of the **SAID PROPERTY** by the diverse Purchasers of Apartments therein including the **VENDORS/OWNERS** herein and the **VENDORS/OWNERS** are deemed to have consented to the same, provided the possession of the **SAID PREMISES** is handed over to the **VENDORS/OWNERS**.

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

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**VENDORS/OWNERS** for major variations in the plans, pertaining to the Plot B.

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

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

(d) In the event the **VENDORS/OWNERS** desire to make any changes or additions within the **SAID PREMISES** to the Standard Specifications detailed in Schedule No. V hereinafter written, and if permitted by the

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**PURCHASERS/DEVELOPERS** subject to the overall approval of the authorities concerned, the **VENDORS/OWNERS** shall have to pay the additional cost of such changes/additions/alterations and for the purpose of payment the same shall be considered as an 'extra item of work'. In such event the **PURCHASERS/DEVELOPERS** irrespective of the payment received for carrying out the extra item of work shall be entitled for sufficient extension of time over and above the time specified above to deliver the possession of the **SAID PREMISES**, as changes/additions/alterations would warrant additional time for the execution of work.

The functional efficiency / effectivity of such extra items of work required by the **VENDORS/OWNERS** in the **SAID PREMISES** shall not be the responsibility of the **PURCHASERS/DEVELOPERS** and shall not be covered under defect liability.

\* In the event the **VENDORS/OWNERS**, either during the subsistence of this Agreement/ or after taking over the possession of the **SAID PREMISES** makes any changes or additions in the electrical layout more particularly described in detail in **SCHEDULE V** hereinafter appearing, leading to the increase in the total electrical load over and above the electrical load originally provided by the **PURCHASERS/DEVELOPERS** for the **SAID PREMISES**, then, in such an event the **PURCHASERS/DEVELOPERS** shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings exhibiting strain due to the increased load, either in its quality or performance and the **VENDORS/OWNERS** shall be solely responsible for the same at their own risk and cost. The **VENDORS/OWNERS** also shall under no circumstances

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be entitled to make any structural changes such as to any beams, columns etc. of the **SAID PREMISES**/ Building/s for all times to come.

**VII) FORMATION OF ENTITY:**

- a) The **PURCHASERS/DEVELOPERS** shall either upon handing over of the **SAID PREMISES** to the **VENDORS/OWNERS** as per **SCHEME OF DEVELOPMENT** on the Plot B of the **SAID PROPERTY** or upon the completion of the entire development of the **SAID PROPERTY** i.e. upon completion of **SCHEME OF DEVELOPMENT** on the Plot 'A' and the Plot 'B' shall assist the **VENDORS/OWNERS** along with the Purchaser/s of Apartments in the **SCHEME OF DEVELOPMENT** in facilitating them either to form a single **SOCIETY/ENTITY/GENERAL SOCIETY** or to form two different separate Society's for owning and/or maintaining the **SCHEME OF DEVELOPMENT** and/or the **SAID PROPERTY**. The **VENDORS/OWNERS** shall also co-operate in getting conveyed the land / buildings appurtenant to the **SCHEME OF DEVELOPMENT** i.e. the Plot A and the Plot B in the name of the **SOCIETY/ ENTITY/ GENERAL SOCIETY**. In the event the **SOCIETY/ENTITY/ GENERAL SOCIETY** is not formed, the **VENDORS/OWNERS** agree to get conveyed the undivided impartible and proportionate share corresponding to the extent of the holdings of the Premises other than the **SAID PREMISES** in the name of the prospective buyers in the Scheme on the Plot B by retaining the share in the land of unsold premises and similarly in the name of the **PURCHASERS/DEVELOPERS** or the prospective buyers in Scheme on the Plot A, proportionate to their built up area in the land appurtenant to the respective Schemes and further assist in the formation of **GENERAL SOCIETY** for the

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*[Signature]*

purpose of maintenance/ upkeep of the Buildings in terms of the **SCHEME OF DEVELOPMENT** of the **SAID PROPERTY**.

In case the Sale is not made in favour of the **SOCIETY/ ENTITY/ GENERAL SOCIETY**, the **VENDORS/OWNERS** shall be entitled to retain the undivided share in the land corresponding to the FAR utilized for the **SAID PREMISES**.

- b) The decision of the **PURCHASERS/DEVELOPERS** in regard to the preceding para shall be final and binding on all the purchasers of Apartments in the Scheme on the Plot A and the Scheme on the Plot B including the **VENDORS/OWNERS** herein in respect of the **SAID PREMISES** being allotted to them.
- c) The **VENDORS/OWNERS** shall co-operate with the **PURCHASERS/DEVELOPERS** in signing all forms, applications. Deeds and other documents as may be required either for the admittance to the **SOCIETY/ ENTITY/ GENERAL SOCIETY** and for the Conveyance of the land in the Scheme on the Plot A and the Scheme on the plot B as per **SCHEME OF DEVELOPMENT**.
- d) The **VENDORS/OWNERS** to whom the **SAID PREMISES** are being sold shall be governed by and shall observe and comply with all the Bye-laws, Rules and Regulations that may be laid down by the **SOCIETY/ENTITY/GENERAL SOCIETY** as may be applicable from time to time (as and when formed).
- (e) The **VENDORS/OWNERS** hereby agree/s and undertakes to be a member of the **SOCIETY/ENTITY/GENERAL SOCIETY** in respect of the **SAID PREMISES** being sold to them and also from time to time to sign and execute all applications for

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registration and for membership and other papers and documents necessary in this regard

- (f) The **VENDORS/OWNERS** shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the **PURCHASERS/DEVELOPERS** and of the other Apartment purchasers either in the Scheme on the Plot A or in the Scheme on the Plot 'B'
- (g) The **PURCHASERS/DEVELOPERS** shall be in absolute control of Apartments in the Scheme on the Plot 'A' & Plot 'B' other than the **SAID PREMISES** allotted to the **VENDORS/OWNERS** in the Scheme on the Plot B, and if allotted to the **VENDORS/OWNERS** in Plot A as per the **SCHEME OF DEVELOPMENT**.
- (h) All papers pertaining to the admission to the **SOCIETY/ENTITY/GENERAL SOCIETY** and the rules and regulations thereof as also all the necessary Deed / Deeds of Conveyance including the subsequent sale if any in Scheme A and Scheme B till such time the admission is taken to the **SOCIETY/ENTITY/GENERAL SOCIETY** shall be prepared by the Advocate of the **PURCHASERS/DEVELOPERS** in consultation with the Advocate for the **VENDORS/OWNERS**.
- (i) All costs, charges, expenses including stamp duty, registration charges, Advocate fees/professional charges and any other expenses in connection with the preparation, execution and registration of Conveyance Deed / Individual sale deed / formation of General Society and/or other connected matters shall be borne by the **VENDORS/OWNERS** in respect of the **SAID PREMISES** allotted to them and other purchasers of Apartments in the

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Scheme on the Plot B as per the **SCHEME OF DEVELOPMENT** in proportion and to the extent of the Super built up area of the Apartment allotted by them.

**VIII) UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO:-**

- a) The **PURCHASERS/DEVELOPERS** from the date of completion of the **SCHEME OF DEVELOPMENT** till the **SOCIETY/ ENTITY/GENERAL SOCIETY** is formed and registered, shall on behalf of all the purchaser/s including the **VENDORS/OWNERS** in respect of the **SAID PREMISES** in the **SCHEME OF DEVELOPMENT**, shall manage and administer the upkeep and maintenance of the common amenities, common areas of the Scheme on the Plot 'A' and the Scheme on the Plot 'B' and the overall responsibility/liability regarding the upkeep and maintenance of the common amenities and common areas of the "**SCHEME OF DEVELOPMENT**" in the **SAID PROPERTY** shall be that of all the buyers in that scheme and **VENDORS/OWNERS** to the extent of **SAID PREMISES** allotted to them.
- b) The **VENDORS/OWNERS** of the **SAID PREMISES** therefore shall at the time of taking possession of the Apartment/s deposit in respect of each Residential Apartment with the **PURCHASERS/DEVELOPERS** as under:-
- i) **Rs.15,000/- (Rupees Fifteen Thousand Only)** as initial deposit towards defraying the expenses as referred to in Clause (c) hereinbelow
  - ii) **Rs.1,000/- (Rupees One Thousand Only)** as membership of the **SOCIETY/ ENTITY/GENERAL SOCIETY**
  - iii) **Rs.500/- (Rupees Five Hundred Only)** as out of pocket expenses & legal charges.

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*[Signature]*

c) The **VENDORS/OWNERS** agree and bind themselves to contribute in respect of the **SAID PREMISES** allotted to them by the **PURCHASERS/DEVELOPERS** such amount as may be decided by the **PURCHASERS/DEVELOPERS** till the formation of the **SOCIETY/ ENTITY / GENERAL SOCIETY** and furthermore to the **SOCIETY / ENTITY/ GENERAL SOCIETY** such amount as may be decided by the **SOCIETY / ENTITY / GENERAL SOCIETY** after its formation as the case may be, for the regular upkeep / governance and proper maintenance of the **SAID PREMISES** and the buildings standing thereon including the maintenance of common lights, water charges, Security's remuneration, maintenance of open spaces garden, lift caretaker's salary Sweeper's Salary etc irrespective of the use of these Services by the **VENDORS/OWNERS** for the **SAID PREMISES** and other owners of the Scheme on the Plot A and the Scheme on the Plot B. Accordingly therefore the obligation to pay regularly on the part of the **VENDORS/ OWNERS** herein shall start from the deemed date of possession as stated in Clause II(b) above. The **PURCHASERS/DEVELOPERS** or the **SOCIETY/ ENTITY / GENERAL SOCIETY** as the case may be, depending upon the circumstances, shall be empowered to revise any item of service for better governance of the **SAID PREMISES** as they may deem fit and proper depending upon the exigencies of the situation from time to time.

d) Provided, further, the **VENDORS/OWNERS** from the date of taking possession / deemed possession of **SAID PREMISES** i.e. Apartments shall be required to pay regularly to the **PURCHASERS/DEVELOPERS** till such time the **SOCIETY/ ENTITY / GENERAL SOCIETY** is formed or promoted and thereafter to the **SOCIETY/ ENTITY/ GENERAL SOCIETY** maintenance charges at **Rs.15/-** (Rupees Fifteen

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Only) per square metre per month of the Super built-up area of the Apartments area, due and payable in advance by the 5<sup>th</sup> of the month, along with the applicable service tax levied by the competent authorities being the obligatory maintenance charges and expenses of the **VENDORS/OWNERS's** share towards expenses incurred or and to be incurred in terms of Clause VIII(c) referred hereinabove.

- (e) It is also agreed upon that in case at any time the **PURCHASERS/DEVELOPERS** or the Society find the amounts collected to be insufficient, the **PURCHASERS/DEVELOPERS** and/or the Society shall be entitled to increase the monthly maintenance charges on the **SAID PREMISES** along with other Apartments apart from **SAID PREMISES** in the Plot 'B'.

**IX) DISCLAIMER:-**

(a) The **PURCHASERS/DEVELOPERS** hereby disclaim any responsibility after the formation of the **SOCIETY / ENTITY / GENERAL SOCIETY** and the **SOCIETY/ ENTITY / GENERAL SOCIETY** as the case may be since then, the **SOCIETY / ENTITY / GENERAL SOCIETY** shall alone be responsible and liable to pay all the aforesaid expenses stated in clause VIII towards upkeep and maintenance of the common amenities and common areas. The **PURCHASERS/DEVELOPERS** shall not be held responsible for any such alleged default in the payments occurring thereafter or otherwise by the **SOCIETY/ ENTITY/GENERAL SOCIETY**.

- (b) It is clearly agreed and understood by the **VENDORS/ OWNERS** in respect of the **SAID PREMISES** being allotted to them along with the purchasers of Apartments in Scheme A and Scheme B as per the **SCHEME OF DEVELOPMENT** that the **PURCHASERS/ DEVELOPERS's** responsibility during

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the above period till such time the SOCIETY / ENTITY / GENERAL SOCIETY is formed shall only be confined to the extent of managing, administering and effecting payment of the above expenses towards the above expenses towards the upkeep common amenities and common areas in the **SCHEME OF DEVELOPMENT**. The **PURCHASERS/ DEVELOPERS** shall not be held responsible or accountable for non compliance of insurance of the building, elevator, insurance of generator, third party insurance or any accidents or mishaps of any nature either in swimming pool, club house, internal roads and thefts that may occur within the **SCHEME OF DEVELOPMENT**.

- (c) The **VENDORS/OWNERS** in respect of the **SAID PREMISES** being sold to them, understand that the **PURCHASERS/DEVELOPERS** shall not be held responsible on account of deficiencies of manufactured items of construction material used in the **SAID PREMISES** such as electrical goods, bath fittings, sanitary ware and accessories tile, electrical goods however a warranty certificate for a period equivalent to the defect liability period i.e. 12 months in respect of the manufactured goods shall be obtained and handed over to the **VENDORS/OWNERS** in respect of the manufactured items as stated above used in the **SAID PREMISES**.

**X) CLUB HOUSE/ SOCIETY OFFICE:**

- (a) The **PURCHASERS/DEVELOPERS** shall construct two CLUB HOUSES which shall also serve as an Office for the Society to be formed with all the essential equipments as per the **SCHEME OF DEVELOPMENT**, one within the Plot 'A' and the other within the Plot 'B'. The **PURCHASERS/ DEVELOPERS** shall also construct a Swimming Pool. The said CLUB HOUSE

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inclusive of Gymnasium facility and the Swimming Pool as a value addition shall ultimately be transferred to the SOCIETY/ ENTITY / GENERAL SOCIETY for the beneficial use of all the Apartment purchasers in the Scheme on the Plot A and the Plot B respectively. The VENDORS/OWNERS and the allottees of the Apartments sold to them by the VENDORS/OWNERS, shall be entitled to use the Club House, swimming pool, garden and such other recreational facilities as provided by the PURCHASERS/ DEVELOPERS in the Plot B and the VENDORS/ OWNERS or VENDORS/OWNERS family members shall abide by the rules and regulations framed by the PURCHASERS/DEVELOPERS or the SOCIETY/ENTITY/ GENERAL SOCIETY for this purpose from time to time.

(b) The maintenance charges towards the CLUB HOUSE shall be payable by each of the Purchaser of the Apartments as well as the VENDORS/OWNERS in respect of the SAID PREMISES being retained by the VENDORS/ OWNERS at the rate of Rs.750/- per Apartment per month, towards upkeep and maintenance of the facilities. The use of CLUB HOUSE will be restricted only to the VENDORS/ OWNERS and the owners of Apartments and his/her family. Family members in this particular case is defined as the Purchaser and his/her wife/husband and their dependent children. The maintenance charge is due and payable from the date of deemed occupancy of the respective Apartment.

**XI) GENERAL:**

(a) The VENDORS/OWNERS hereby confirm having taken inspection, to their full satisfaction, of the requisite plans/ approvals/ license relating to the WHOLE/SAID PROPERTY and the SCHEME OF DEVELOPMENT.

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(b) The **VENDORS/OWNERS** hereby specifically agree that the **PURCHASERS/DEVELOPERS** shall be entitled to make optimum utilization of the FAR admissible to construct the areas as may be permitted to be constructed and that the **VENDORS/OWNERS** shall have no claim whatsoever as regards all areas constructed, save and except to the extent of the **SAID PREMISES** and the **'SUPPLEMENTARY PREMISES'** as applicable unto the **VENDORS/OWNERS**.

(c) It is also understood and agreed by and between the parties that Independent terrace, if any, is not a common amenity and shall be allotted on exclusive basis as a value addition for the Flats as shown in the Annexure appended hereto. However, no construction is permitted nor any roof garden is allowed to be put up in order to ensure the safety and to prevent probable damages (leakages etc) to the Slab beneath the open terrace.

d) The **PURCHASERS/DEVELOPERS** shall be entitled to sell, assign, transfer or otherwise deal with the right, title and interest to ALL constructed areas in the Plot 'A', as also shall be entitled to sell, assign, transfer or otherwise deal with the right, title and interest to the balance Super built up area in the Scheme on the Plot B, other than the **SAID PREMISES** allotted in the **"SCHEME OF DEVELOPMENT"** to the **VENDORS/OWNERS** and without affecting the rights of the **VENDORS/OWNERS** in respect of the **SAID PREMISES** i.e. the Super Built up area constructed in the Scheme on the Plot B, and the **VENDORS/OWNERS** specifically declare that they have No Objection for the same. It is however agreed and understood that in case the **VENDORS/OWNERS** are entitled to additional Super Built up area on account of the availability of additional FAR, the **VENDORS/OWNERS** shall be allotted the **SUPPLEMENTARY PREMISES** in Plot 'A' and

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any further Apartments in the Plot 'A' of the **SCHEME OF DEVELOPMENT**. ALL constructed areas remaining in the Plot B after the allotment unto the **VENDORS/OWNERS** the constructed areas as aforesaid/agreed upon along with the proportionate share in the land in Plot B shall be owned and possessed and dealt with by the **PURCHASERS/DEVELOPERS** and the **VENDORS/OWNERS** do hereby specifically declare that they have No Objection for the same.

- e) The **VENDORS/OWNERS** shall be bound to sign all the papers and documents and do all the things and matters as the **PURCHASERS/DEVELOPERS** may require from them from time to time in this behalf for safeguarding, interalia, the interest of the **PURCHASERS/DEVELOPERS** and the **VENDORS/OWNERS** as well.
- f) The **VENDORS/OWNERS** address for communication under this Agreement, shall be as under:

**M. Michael Pinto de Andrade**  
**871/3, Fotquirem, Behind SBI Varsha Colony,**  
**Alto- Porvorim, Bardez Goa 403521**

The **VENDORS/OWNERS** shall also, from time to time notify any change in his/their address to the **PURCHASERS/DEVELOPERS**. Any letters, reminders, notices, documents, papers etc sent at the aforesaid notified address or at the changed address by hand delivery or Registered A.D. or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to the **VENDORS/OWNERS**.

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- g) The **VENDORS/OWNERS** hereby consent to the **PURCHASERS/DEVELOPERS** herein as well as the diverse Purchasers of Apartments in Scheme A as well as prospective buyers in Scheme B to raise loans from any Bank / Financial Institution wherein the **PURCHASERS/DEVELOPERS** shall issue a NOC as required by the Bank / Financial institution for mortgaging the premises allotted, without affecting in any manner the Apartments being allotted to the **VENDORS/OWNERS** in the Scheme on the Plot B and their proportionate undivided right of the **SAID PROPERTY** on the basis of an Irrevocable Power of Attorney of **VENDORS/OWNERS** in favour of **PURCHASERS/DEVELOPERS**.
- h) That the **VENDORS/OWNERS** are entitled to sell/transfer assign the **SAID PREMISES** in favour of any third party, however the **VENDORS/OWNERS** shall by written intimation inform the **PURCHASERS/DEVELOPERS** the details of the party to whom the units would be sold/assigned in order to facilitate the **PURCHASERS/DEVELOPERS** to properly administer, manage the premises in the **SCHEME OF DEVELOPMENT**. The **VENDORS/OWNERS** shall also ensure that the **PURCHASERS/DEVELOPERS** are a Confirming Party to any such Agreement.
- i) The **VENDORS/OWNERS** shall obtain from the **PURCHASERS/DEVELOPERS** till the formation of the **SOCIETY/ENTITY/GENERAL SOCIETY** and later on from the **SOCIETY/ENTITY/GENERAL SOCIETY** prior NOC towards No Dues Certificate in respect of and before the units are being sold / assigned. The **PURCHASERS/DEVELOPERS** shall issue such N.O.C. within 7 days from the date of intimation.

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- j) The **VENDORS/OWNERS** hereby undertake to deliver to the **PURCHASERS/DEVELOPERS** certified copies of all the documents of title of the "**SAID PROPERTY**" at the time of delivery of the second phase of the **SAID PREMISES** of the **VENDORS/ OWNERS**.
- k) It is clearly agreed and understood that in view of the **PURCHASERS/DEVELOPERS** having effected substantial payment and further having made expenses towards the planning and construction of the Project, the **PURCHASERS/DEVELOPERS** shall be entitled to the specific performance of this Agreement, and the **VENDORS/OWNERS** shall not be entitled to terminate this Agreement on any grounds whatsoever. The **VENDORS/OWNERS** also being entitled to seek specific performance of this Agreement to the extent of receiving the consideration as clearly agreed upon herein. Time shall be the essence of this Agreement.
- l) The **PURCHASERS/DEVELOPERS** shall be entitled to name the Project as desired by them and the **VENDORS/OWNERS** have no Objection for the same. However the scheme at Plot B shall bear a pre-fix as "**DEVASHRI'S PINTO VILLE**".
- m) The **VENDORS/OWNERS** shall be entitled to appoint an Advocate for the purposes of the carrying of the documentation in respect to the **SAID PREMISES** and also in respect to the Agreements to be entered into various buyers of the Apartments . So far as the documents and deeds relating to the **SAID PROPERTY**, the same shall be prepared by the Advocate for the **PURCHASERS/DEVELOPERS** in consultation with the Advocate for the **VENDORS/OWNERS**
- n) It has been clearly agreed and understood that this agreement is understood to be binding on the parties for all times to come. Consequently, in case of the demise of any of

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the **VENDORS/OWNERS**, this Agreement shall be binding and enforceable as against the heirs of the deceased **VENDORS/OWNERS** and they shall be bound to honour this agreement and comply with all the terms and conditions of this Agreement, and shall not be entitled to demand any further consideration, but along with the remaining **VENDORS/OWNERS** shall be entitled to the constructed areas in the **SAID PREMISES** in terms agreed upon herein .

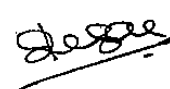


The **VENDORS/OWNERS** have their residential house in the Plot 'A' and which on the Plans submitted has been indicated as to be demolished . The **VENDORS/OWNERS** at the taking over of the possession of the First Phase Apartments (comprising of 48 Apartments as stated above) shall hand over the vacant possession of the said residential house to the **PURCHASERS/DEVELOPERS** to enable the **PURCHASERS/DEVELOPERS** to demolish the same and plan further construction at that place.

- p) The list of Manufacturers/Suppliers is enclosed as Annexure.
- q) This Agreement shall supercede all previous arrangement or understanding between the parties.

**XII) DISPUTES/ SETTLEMENT/ LITIGATION/ JURISDICTION:**

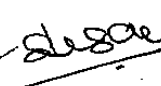
- (a) In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this Agreement, or any thing arising out of it, and /or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement, the Court at Mapusa, Goa or in North Goa shall have the jurisdiction.

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- (b) In the event there is any litigation concerning the **SAID PROPERTY** and/or in relation to the title of the **VENDORS/OWNERS** to the **SAID PROPERTY**, it shall be the duty of the **VENDORS/OWNERS** to settle the same entirely at their costs and responsibility and without any liability to the **PURCHASERS/DEVELOPERS**. Any delay resulting from such disputes shall make available additional time to the **PURCHASERS/DEVELOPERS** for the completion/delivery of the **SAID PREMISES**.

XIII) The **VENDORS/OWNERS** have vide the Clauses below conferred on the **PURCHASERS/DEVELOPERS** Irrevocable Powers and constituted the **PURCHASERS/DEVELOPERS**, and their Officers **SHRI KIRAN SHIVARAM HEGDE**, and **SHRI NANDAN KAMAT HELEKAR** authorizing the **PURCHASERS/DEVELOPERS** and/or their Officers to perform all the lawful acts, deeds, things and matters more particularly stated herein below:-

- i) To sign and execute all papers, plans applications and other documents for the obtaining of the Permission/License/N.O.C. from the competent Authorities for the carrying of the construction on the **SAID PROPERTY**.
- ii) To apply for and obtain all Permissions/Licenses/N.O.C.'s that may be required from the Collector of North Goa, the Addl. Collector, the Dy. Collector, the Mamlatdar, the Village Panchayat of Socorro, Forest Department, Electricity Department, P.W.D, The Town & Country Planning Department, the Planning & Development Authority and from any other Authority or Department for the carrying of the construction activity on the **SAID PROPERTY**.


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

iv) To apply for the connection for water supply, the connection for electricity supply for the construction on the **SAID PROPERTY** or in the construction that may be carried out on the **SAID PROPERTY** .

v) To sign and execute any Agreement of Sale, Deed of Rectification, Deed of Ratification or any Deed or document in connection with the construction on the **SAID PROPERTY** with the Prospective Purchasers , other than the constructed areas reserved for us .

To sign and execute the Deed of Sale in respect to the **SAID PROPERTY** either in full or in parts.

vii) To sign and execute any document/Deeds as aforesaid before the Notary or the Sub-Registrar in the State of Goa or any other Authority , concerning the **SAID PROPERTY** and to admit the execution before the said Authority.

viii) To represent us before the Village Panchayat, the Mamlatdar for Mutation, Ministry of Environment Clearance, Forest Department, Town and Country Planning Department, Electricity Department, Public Works Department and any other Government Department, Semi-Government Department, Authority and/or Body as also all Courts, Civil, Criminal and Revenue in connection with any matter concerning the **SAID PROPERTY** .

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ix) To make any letter, application, representation, or any other writing in our name and to represent our interests in any matter concerning the **SAID PROPERTY** and for the carrying of the construction on the **SAID PROPERTY**.

It is clearly agreed and understood between the parties that the **PURCHASERS/DEVELOPERS** shall be entitled to execute the Deed of Sale in respect to the **SAID PROPERTY** after handing over the constructed areas in the **SAID PREMISES** and **SUPPLEMENTARY PREMISES** if accrued to the **VENDORS/OWNERS** and to the extent of the area entitlement in the **SAID PROPERTY** on the basis of the constructed areas handed over unto the **VENDORS/OWNERS**.



XIV The **VENDORS/OWNERS** on execution of this Agreement have hereby handed over to the **PURCHASERS/DEVELOPERS** the possession of the **Plot A** of the **SAID PROPERTY** comprising of an area of 39,882 square metres shown more particularly on the Plan annexed hereto and described more particularly in the Schedule II-A, which is corresponding to the area where Part of the **SCHEME OF DEVELOPMENT** is to be constructed. The **VENDORS/OWNERS** have also created in favour of the **PURCHASERS/DEVELOPERS** an exclusive licence to enable the **PURCHASERS/DEVELOPERS** to enter upon and construct the Buildings in the Scheme on the Plot 'B'.

XV The constructed area of 12,410.64 square metres shall be conveyed by a Deed of Conveyance indicating the price at not less than Rs. 15,000/- per square meter.

XVI The **VENDORS/OWNERS** have represented that all the Power of Attorney's executed are subsisting and **PURCHASERS/**

*M. P. de Andrade*

*[Signature]*

**DEVELOPERS** have accepted the same with an understanding that the same is true.

**XVII** This agreement is valued at **Rs.16,16,69,600/-** and accordingly stamp duty of **Rs.46,88,430/-** (Rupees Forty six lakhs eighty eight thousand four hundred thirty only) is paid thereon.

M.P. de Andrade *Stgale*



**SCHEDULE I ABOVE REFERRED TO**  
**(DESCRIPTION OF THE WHOLE PROPERTY)**

**DESCRIPTION OF THE FIRST PROPERTY**

All that Property known as "FOTQUIREACHEM GALLUM" also known as "FOTQUIREM" or "FOTKIREM" earlier stated to be in Serula Village this property being described in the Land Registration office of Bardez under No.148 at page 149 of Book B-1 (New) and Inscribed under No.67 at Page 42 of Book G-1 not found enrolled in the Taluka Revenue Office but recorded in the Record of Rights under Survey No.361/1 of Village Socorro, Bardez Taluka, admeasuring an area of 61,875 square metres situated at Ambirna , Village of Socorro, Bardez , Goa , the same being bounded on or towards the :



- EAST : By property bearing survey no. 357/1 to 6 of Village of Socorro and partly by property bearing Survey No 358/5
- WEST: By property bearing survey no. 360/1 of Village of Socorro and by a public road
- NORTH: By property bearing survey no. 359/1 of Village of Socorro
- SOUTH: By property bearing survey no. 362/1 of Village of Socorro and by a public road

**DESCRIPTION OF THE SECOND PROPERTY**

ALL that property adjoining the **FIRST PROPERTY**, known as "CUNGO" situated at Ambirna , Village of Socorro, Bardez-Goa admeasuring an area of 8875 square meters bearing Survey No. 358/5 part.

M-P. de Andrade

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**SCHEDULE II ABOVE REFERRED TO**

**(DESCRIPTION OF THE SAID PROPERTY)**

ALL that property admeasuring an area of 54,717 square metres forming a portion of the **FIRST PROPERTY** bearing Survey. No. 361/1 of the Village of Socorro in Bardez Taluka in the State of Goa , bifurcated by a road and forming two portions being Plot A inclusive of the area utilized for the road admeasuring 39,882 square metres and area on other side of the road being Plot B admeasuring 14,835 square metres , this entire area of 54,717 square metres being bounded on or towards the :

EAST : By part of the property bearing Survey No 359/1 part and survey No 357/5 and 6 of Village Socorro and partly by remaining portion of Survey No 361/1 of Village Socorro.



WEST : By the property bearing survey No Survey No 360/1 of the Village of Socorro and by a public road

NORTH: By the property bearing survey No 359/1 of the Village of Socorro

SOUTH: By the property bearing survey No 362/1 of the Village of Socorro and by a public road

The **SAID PROPERTY** is delineated in red boundary lines marked in the plan annexed herewith.

M. P. de Andrade Legal

**SCHEDULE II-A ABOVE REFERRED TO**  
**(DESCRIPTION OF PLOT A IN THE SAID PROPERTY)**  
**(AREA BEING CONVEYED TO PURCHASERS/DEVELOPERS)**

ALL that Southern Portion of the SAID PROPERTY admeasuring 54,717 square metres described more particularly in the Schedule II hereinabove written, denoted as PLOT 'A' and admeasuring an area of 39,882 square metres inclusive of the area utilized for the road, this Plot 'A' admeasuring 39,882 square metres being bounded on or towards the :

EAST : By part of the property bearing Survey No. 359/1 part and survey No 357/5 and 6 of Village Socorro and partly by remaining portion of Survey No 361/1 of Village Socorro.

WEST : By the property bearing survey No Survey No. 360/1 of the Village of Socorro and by the public road ;

NORTH: By the Plot B of Survey No. 361/1 of the Village of Socorro ; and

SOUTH: By the property bearing survey No 362/1 of the Village of Socorro and by a public road

**SCHEDULE NO.III**  
**(DESCRIPTION OF THE SAID PREMISES)**  
**(AREA TO BE DELIVERED TO VENDORS/OWNERS)**

ALL THAT Apartments having a total Super Built up area of 11,834.64 square metres more particularly described in Annexure I at pages 1 to 6 and shown in the Plans annexed at Annexure II pages 1 to 18 along with allotted 96 car parks, admeasuring an area of approx. 576 square metres which along with the area of 11,834.64 square metres admeasures 12,410.64 square metres .

M. P. de Andrade

*[Signature]*

**SCHEDULE NO.IV**  
**(DESCRIPTION OF THE SAID PLOT)**

ALL THAT PLOT OF LAND comprising of the balance area of the **FIRST PROPERTY** bearing Survey No.361/1 of Village Socorro admeasuring 7,158 square metres, shown more particularly in Green colour on the Plan annexed hereto .

**SCHEDULE NO. V**  
**STANDARD SPECIFICATIONS**  
**STANDARD SPECIFICATION OF APARTMENTS**



- STRUCTURE:** The Buildings consists of a reinforced Cement Concrete framed structure. The masonry in plinth is of laterite stone in cement mortar. The masonry in superstructure is 20 cm thick laterite masonry in cement mortar. All partition walls are of brick burnt masonry in cement mortar.
2. **PLASTER:** The Internal plaster is in one coat of cement mortar and finished with neeru. The external plaster in general is in two coats of cement mortar.
3. **FLOOR FINISH:** EACH APARTMENT except the toilet is finished with Vitrified tiles (basic rate of tiles: Rs. 500/- per sq. mt. ). The flooring of the toilet is finished with ceramic tile in floor (Basic rate of ceramic tiles: Rs. 500/- per sq.mt), Dado is provided upto full height with glazed tiles (Basic cost of glazed tile: Rs. 500/- per sq. mtr). The terrace slab is waterproofed and finished with Indian patent stone above it. The passages is provided with ceramic tile flooring (Basic cost Rs. 500/- per sq.mtr).

*M. P. de Andrade* Signature

4. **WINDOWS:** The Windows in general are of powder coated aluminum sliding type mounted on salwood frame. The toilet ventilators are in aluminium frame and glass louvered type mounted on salwood frame.
5. **DOORS:** Main door are of teak wood panelled shutter along with teak wood frame. All bedroom and balcony doors are flush doors. Toilet door's shutter are of HDPE. All door frames are of teak wood. All doors are provided with SS Fittings and SS Hinges. Main door accessories are in Brass.
6. **PAINTING:** Internal walls and ceiling are painted with 2 coats of Acrylic base Oil Bound Distemper. External walls are painted with 2 coats of water proof cement paint over a coat of primer.
7. **KITCHEN:** Cooking Platform with a stainless steel sink at one end is provided in the kitchen. The Platform is finished with black granite stone. The dado above platform and sink is provided with glazed tile upto 60 cm ht. The standard length of kitchen platform including sink is 9 Rft.
8. **TOILET/BATH:** Toilet is provided with European style W.C pan. The floor is of ceramic tile and having a glazed tile dado upto ceiling. **Part portion in one toilet is provided with RCC loft.** Wash basin is provided in Toilet.
9. **DRAINAGE:** All sewage water is connected to the septic tank/sewerage line as per the requirements of the Local Authority.
10. **WATER SUPPLY:** Water is supplied to every Apartment through a common overhead tank provided for each Building

*M. P. de Andrade* Signature

which services all the Apartments. One underground sump and one electric pump is provided.

11. **ELECTRICAL INSTALLATION:** All wiring is in copper wire concealed in walls and slabs.

Electrical load of Each APARTMENT is distributed in the following manner:

i) **Hall / Dining:** 3 Nos- 5 amps points, 4 Nos lighting points, 2 Nos fan points, 1 No. T.V Point (However it is to be noted that no provision for A.C Point has been provided in the Hall/Dining).

ii) **Bedrooms :** 1 No - 5 amps point, 2 Nos light points, 1 No fan point, 1 No- 15 amps point for the provision of A.C



iii) **Kitchen :** 2 Nos - 5 amps point, 3 Nos - 15 amps points, 2 Nos light points, 1 No. fan point (No provision is made for A.C point in the kitchen)

iv) **Toilets :** Each Toilet is provided with 1 No.- 5 amps point, 1 No. -15 amps point for water heater, 1 No.light point.

1 No - 5 amps point and light point is provided near the wash basin in the passage.

v) **General :** 1 No light point in the passage leading to the hall, 1 No light point above the entrance door, 1 No light point each in the balcony, 1 No light point in the passage outside the toilet have been provided.

M. P. de Andrade *[Signature]*



The total consumption load of electricity for EACH APARTMENT is designed, as per the abovesaid electrical layout for 5 Kilo watts load. The **VENDORS/OWNERS** clearly understands the abovesaid electrical layout and expressly agrees to abide by the same and not make any variation which are likely to increase the design load, since the entire electric system comprising of switches, MCBs, main distribution box, internal wiring as well as wiring from the DB to the Electric Meter has been designed and installed taking into consideration the above load.

12. **GENERAL:** The **PURCHASERS/DEVELOPERS** shall obtain the electric connection for the **SAID PREMISES** from the respective Government Departments.



The **PURCHASERS/DEVELOPERS** shall get prepared the electrical test report of the **SAID PREMISES** and get the works executed as per Government Regulations.

13. **EXTRA WORKS:** Any additional works desired by the **VENDORS/OWNERS**, if permitted by the **PURCHASERS/DEVELOPERS** subject to overall approval of the authorities concerned, if need be, shall further be executed by the **PURCHASERS/DEVELOPERS** subject to further extension of reasonable period of time purely at the sole discretion of the **PURCHASERS/DEVELOPERS**, provided the **VENDORS/OWNERS** furnishes the details of extra items of work sufficiently well in advance before taking up internal works and the **VENDORS/OWNERS** shall have to pay additional cost for such extra item work, in advance.

- 14) **SOCIETY OFFICE/ CLUB HOUSE:** The **VENDORS/OWNERS** towards the membership of the Society and the Club shall also pay towards maintenance, staff salary of the Club House, Electricity Consumption, Water Consumption, Equipment

M. P. de Andrade *[Signature]*

Maintenance Charges @ Rs.750/- per Apartment per month for EACH APARTMENT.

**LIST OF MANUFACTURERS**

1) **FLOORING:**

- a) Vitrified Tiles : Kajaria/ Simpolo / Somany or equivalent
- b) Ceramic Tiles : Kajaria/ Somany or equivalent
- c) Glazed Tiles : Kajaria/ Somany or equivalent

2) **WINDOWS:**

- a) Aluminum : Jindal or equivalent
- b) Powder coating : E.P Industries, Bicholim
- c) Accessories : EPCO or equivalent

3) **DOORS:**

- a) Flush doors : Apple, Century or equivalent
- b) Teakwood : First class African Teak wood
- c) Flush Door/HTPE Doors for Toilet : Apple/ Century or equivalent

4) **PAINT:**

- a) Internal : ICI or equivalent OBD
- b) External : ICI Weather Sheild or equivalent

5) **KITCHEN SINK:**

: Nirali or equivalent

6) **TOILET BATH FITTINGS/  
KITCHEN SINK FITTINGS**

: Jaquar Florentine series or Equivalent

7) **SANITARY FITTINGS**

: Cera/ Hindware or equivalent

*M. P. de Andrade*

*G. G. G. G.*

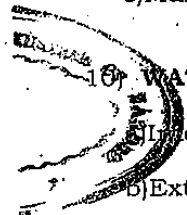
8) **ELEVATOR** : OTIS or equivalent.

9) **ELECTRICALS**

a) Switches / Sockets : Legrand (Myline) or equivalent

b) Cables and wires : Finolex/ Anchor or equivalent

c) Main distribution Board/MCBs : Legrand or equivalent



10) **WATER SUPPLY:**

a) Internal : CPVC Astral Make or equivalent

b) External : UPVC Astral Make or equivalent

11) **DRAIN PIPES**

a) Sewage line : Finolex 15 kg/cm<sup>2</sup> or equivalent

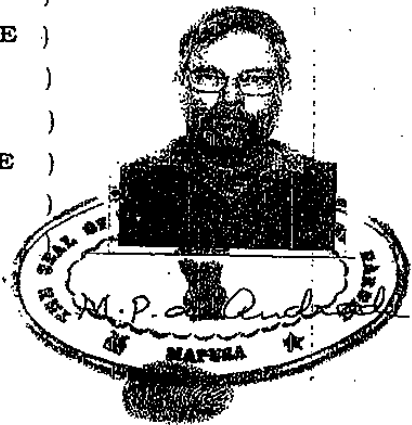
b) Rain water : Finolex 6 kg / cm<sup>2</sup> or equivalent

M. P. de Andrade

*[Handwritten signature]*

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

SIGNED AND DELIVERED BY THE )  
withinnamed VENDORS/OWNERS )  
MR.MICHAEL PINTO DE ANDRADE )  
For self and as Attorney of )  
MRS. LUCILLE PINTO DE ANDRADE )  
MRS. ROSALIE SRIVASTAVA )  
MR. ALOK SRIVASTAVA )  
MRS.CYNTHIA PINTO DE ANDRADE )  
MR.CARL PINTO DE ANDRADE )  
of the FIRST PART



1.....	1.....
2.....	2.....
3.....	3.....
4.....	4.....
5.....	5.....

M. P. de Andrade de Andrade

SIGNED AND DELIVERED BY )  
THE withinnamed PURCHASERS/ )  
DEVELOPERS M/s DEVASHRI REAL )  
ESTATE DEVELOPERS.( A Division )  
of Devashri Nirman Limited Liability )  
Partnership ) represented herein by )  
their Power Of Attorney Holder )  
SHRI.KIRAN SHIVARAM HEGDE )  
of the SECOND PART



1.....  
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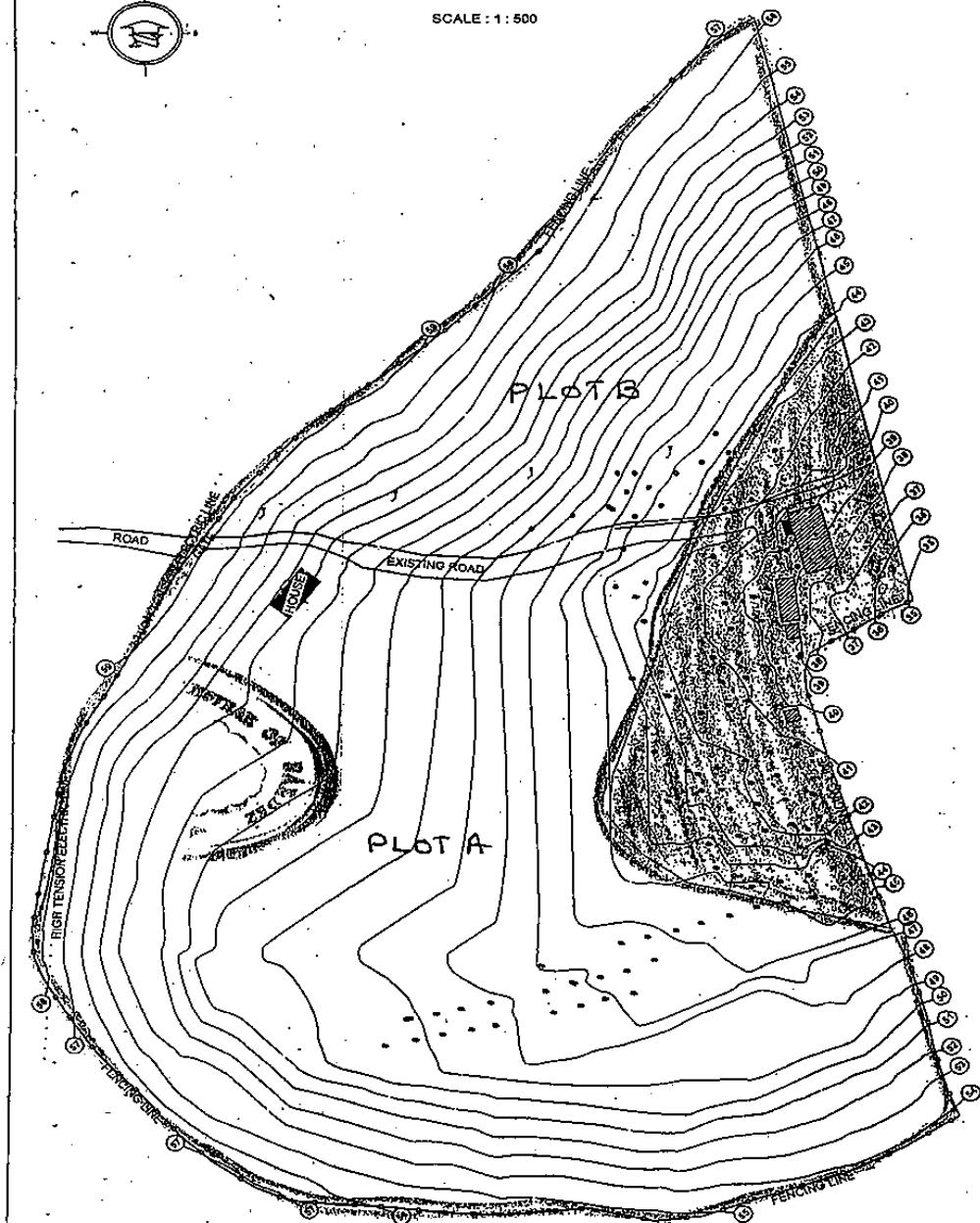
IN THE PRESENCE OF :

1. GOKULDAS M. SAWANT. Sawant  
2. Rudresh S. Vazarkar Vazarkar  
M.P. de Andrade de Andrade

CONTOUR PLAN OF SURVEY NO. / SUB DIV. NO. 361 / 1

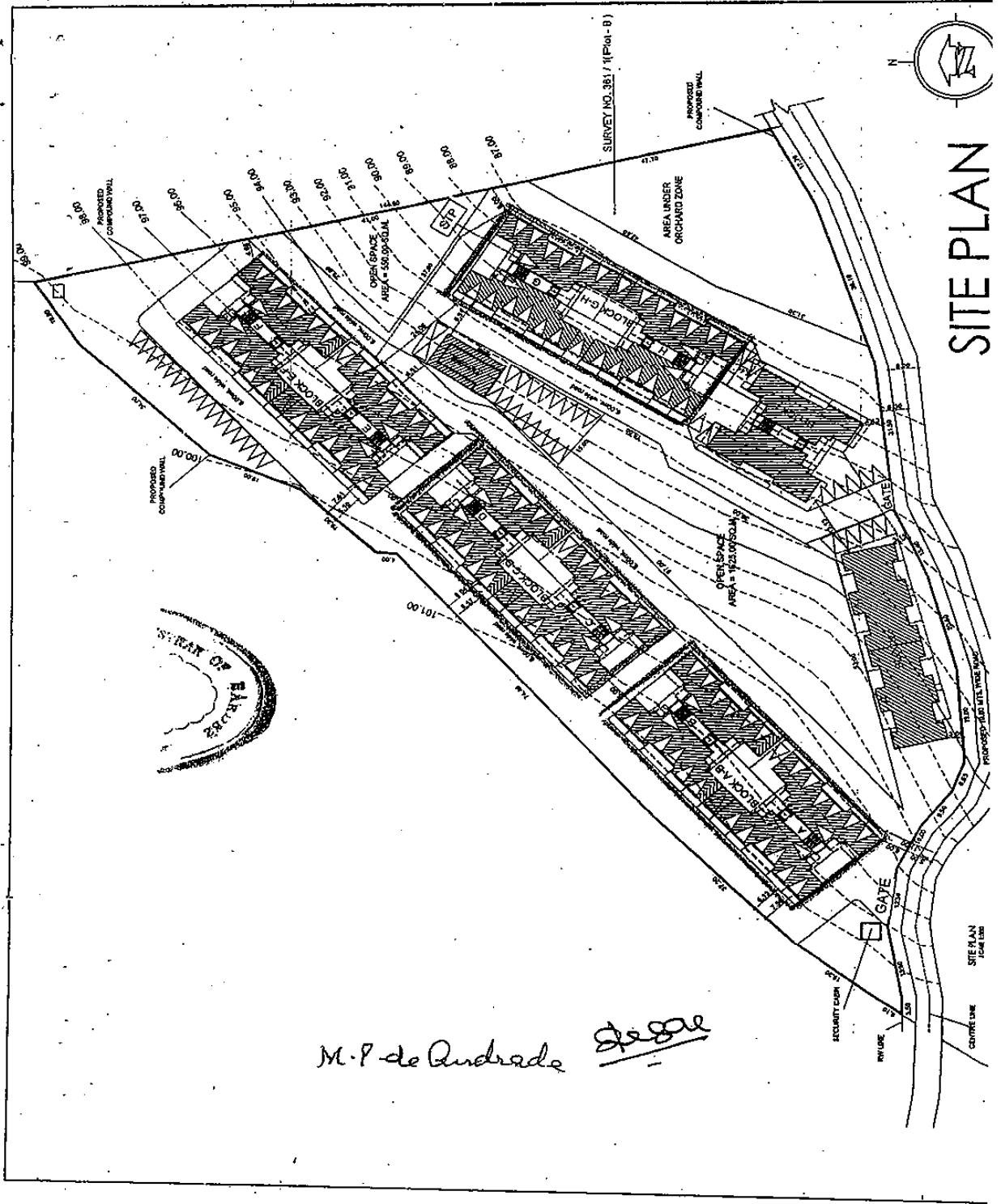
OF SOCCORRO VILLAGE OF BARDEZ TALUKA

SCALE : 1 : 500



M. P. de Andrade

Sege



# SITE PLAN

M. P. de Andrade *[Signature]*

"Annexure I"

SUMMARY OF BUILDING AREAS

BUILDING	CARPET AREA	BUILT UP AREA	SUPER BUILT UP AREA	CAR PARK (Equivalent in BUA)	Exclusive (Terrace)
A	1,503.12	1,681.66	1,887.44	96.00	85.00
B	1,503.12	1,681.36	1,887.44	96.00	85.00
C	1,503.12	1,681.36	1,887.44	96.00	85.00
D	1,503.12	1,681.36	1,887.44	96.00	85.00
G	1,503.12	1,681.36	1,887.44	96.00	85.00
H	1,503.12	1,681.36	1,887.44	96.00	85.00
TOTAL			11,324.64	576.00	510.00

TOTAL SBUA (M2) 12,410.64

M. P. de Andrade

*de Andrade*





AREA STATEMENT- SOCCORO

Sr No.	Bldg	Floor	Type of Apartment	Apt No	Carpet Area M2	Built up Area (M2)	Super Built up Area (M2)	Terrace Area (M2)	Carpark (Equivalent in BUA in M2)
1	A	GF	2 BED	GF1	98.09	109.46	122.46		6.00
2	A	GF	2 BED	GF2	94.63	105.88	118.72		6.00
3	A	UGF	2 BED	001	98.09	109.46	122.46		6.00
4	A	UGF	2 BED	002	94.63	105.88	118.72		6.00
5	A	UGF	2 BED	003	93.26	104.37	117.21		6.00
6	A	UGF	2 BED	004	89.80	100.63	113.47		6.00
7	A	FIRST	2 BED	101	89.80	100.63	113.47		6.00
8	A	FIRST	2 BED	102	93.26	104.37	117.21		6.00
9	A	FIRST	2 BED	103	98.09	109.46	122.46		6.00
10	A	FIRST	2 BED	104	94.63	105.88	118.72		6.00
11	A	SECOND	2 BED	201	94.63	105.88	118.72		6.00
12	A	SECOND	2 BED	202	98.09	109.46	122.46		6.00
13	A	SECOND	2 BED	203	93.26	104.37	117.21		6.00
14	A	SECOND	2 BED	204	89.80	100.63	113.47		6.00
15	A	THIRD	2 BED	301	89.80	100.63	113.47	42.50	6.00
16	A	THIRD	2 BED	302	93.26	104.37	117.21	42.50	6.00
					1,503.12	1,681.36	1,887.44	85.00	96.00



M. P. de Andrade *[Signature]*

AREA STATEMENT- SOCCORO


Sr No.	Bldg.	Floor	Type of Apartment	Apt No	Carpet Area M2	Built up Area (M2)	Super Built up Area (M2)	Terrace Area (M2)	Carpark (Equivalent in BUA in M2)
1	B	GF	2 BED	GF1	98.09	109.46	122.46		6.00
2	B	GF	2 BED	GF2	94.63	105.88	118.72		6.00
3	B	UGF	2 BED	001	98.09	109.46	122.46		6.00
4	B	UGF	2 BED	002	94.63	105.88	118.72		6.00
5	B	UGF	2 BED	003	89.80	100.63	113.47		6.00
6	B	UGF	2 BED	004	93.26	104.37	117.21		6.00
7	B	FIRST	2 BED	101	93.26	104.37	117.21		6.00
8	B	FIRST	2 BED	102	89.80	100.63	113.47		6.00
9	B	FIRST	2 BED	103	94.63	105.88	118.72		6.00
10	B	FIRST	2 BED	104	98.09	109.46	122.46		6.00
11	B	SECOND	2 BED	201	98.09	109.46	122.46		6.00
12	B	SECOND	2 BED	202	94.63	105.88	118.72		6.00
13	B	SECOND	2 BED	203	89.80	100.63	113.47		6.00
14	B	SECOND	2 BED	204	93.26	104.37	117.21		6.00
15	B	THIRD	2 BED	301	93.26	104.37	117.21	42.50	6.00
16	B	THIRD	2 BED	302	89.80	100.63	113.47	42.50	6.00
					1,503.12	1,681.36	1,887.44	85.00	96.00



M.P. de Andrade *[Signature]*

AREA STATEMENT- SOCCORO

Sr No.	Bldg	Floor	Type of Apartment	Apt No	Carpet Area M2	Built up Area (M2)	Super Built up Area (M2)	Terrace Area (M2)	Carpark (Equivalent in BUA in M2)
1	C	GF	2-BED	GF1	94.63	105.88	118.72		6.00
2	C	GF	2-BED	GF2	98.09	109.46	122.46		6.00
3	C	UGF	2-BED	001	94.63	105.88	118.72		6.00
4	C	UGF	2-BED	002	98.09	109.46	122.46		6.00
5	C	UGF	2-BED	003	93.26	104.37	117.21		6.00
6	C	UGF	2-BED	004	89.80	100.63	113.47		6.00
7	C	FIRST	2-BED	101	89.80	100.63	113.47		6.00
8	C	FIRST	2-BED	102	93.26	104.37	117.21		6.00
9	C	FIRST	2-BED	103	98.09	109.46	122.46		6.00
10	C	FIRST	2-BED	104	94.63	105.88	118.72		6.00
11	C	SECOND	2-BED	201	94.63	105.88	118.72		6.00
12	C	SECOND	2-BED	202	98.09	109.46	122.46		6.00
13	C	SECOND	2-BED	203	93.26	104.37	117.21		6.00
14	C	SECOND	2-BED	204	89.80	100.63	113.47		6.00
15	C	THIRD	2-BED	301	89.80	100.63	113.47	42.50	6.00
16	C	THIRD	2-BED	302	93.26	104.37	117.21	42.50	6.00
					1,503.12	1,681.36	1,887.44	85.00	96.00

M. P. de Andrade 

AREA STATEMENT- SOCCORO

Sr No.	Bldg	Floor	Type of Apartment	Apt No	Carpet Area M2	Built up Area (M2)	Super Built up Area (M2)	Terrace Area (M2)	Carpark (Equivalent in BUA in M2)
1	D	GF	2 BED	GF1	98.09	109.46	122.46		6.00
2	D	GF	2 BED	GF2	94.63	105.88	118.72		6.00
3	D	UGF	2 BED	001	98.09	109.46	122.46		6.00
4	D	UGF	2 BED	002	94.63	105.88	118.72		6.00
5	D	UGF	2 BED	003	89.80	100.63	113.47		6.00
6	D	UGF	2 BED	004	93.26	104.37	117.21		6.00
7	D	FIRST	2 BED	101	93.26	104.37	117.21		6.00
8	D	FIRST	2 BED	102	89.80	100.63	113.47		6.00
9	D	FIRST	2 BED	103	94.63	105.88	118.72		6.00
10	D	FIRST	2 BED	104	98.09	109.46	122.46		6.00
11	D	SECOND	2 BED	201	98.09	109.46	122.46		6.00
12	D	SECOND	2 BED	202	94.63	105.88	118.72		6.00
13	D	SECOND	2 BED	203	89.80	100.63	113.47		6.00
14	D	SECOND	2 BED	204	93.26	104.37	117.21		6.00
15	D	THIRD	2 BED	301	93.26	104.37	117.21	42.50	6.00
16	D	THIRD	2 BED	302	89.80	100.63	113.47	42.50	6.00
					1,503.12	1,681.36	1,887.44	85.00	96.00



M. P. de Andrade *[Signature]*

AREA STATEMENT- SOCCORO

Sr No.	Bldg	Floor	Type of Apartment	Apt No	Carpet Area M2	Built up Area (M2)	Super Built up Area (M2)	Terrace Area (M2)	Carpark (Equivalent in BUA in M2)
1	G	GF	2 BED	GF1	94.63	105.88	118.72		6.00
2	G	GF	2 BED	GF2	98.09	109.46	122.46		6.00
3	G	UGF	2 BED	001	89.80	100.63	113.47		6.00
4	G	UGF	2 BED	002	93.26	104.37	117.21		6.00
5	G	UGF	2 BED	003	98.09	109.46	122.46		6.00
6	G	UGF	2 BED	004	94.63	105.88	118.72		6.00
7	G	FIRST	2 BED	101	94.63	105.88	118.72		6.00
8	G	FIRST	2 BED	102	98.09	109.46	122.46		6.00
9	G	FIRST	2 BED	103	93.26	104.37	117.21		6.00
10	G	FIRST	2 BED	104	89.80	100.63	113.47		6.00
11	G	SECOND	2 BED	201	89.80	100.63	113.47		6.00
12	G	SECOND	2 BED	202	93.26	104.37	117.21		6.00
13	G	SECOND	2 BED	203	98.09	109.46	122.46		6.00
14	G	SECOND	2 BED	204	94.63	105.88	118.72		6.00
15	G	THIRD	2 BED	301	89.80	100.63	113.47	42.50	6.00
16	G	THIRD	2 BED	302	93.26	104.37	117.21	42.50	6.00
					1,503.12	1,681.36	1,887.44	85.00	96.00

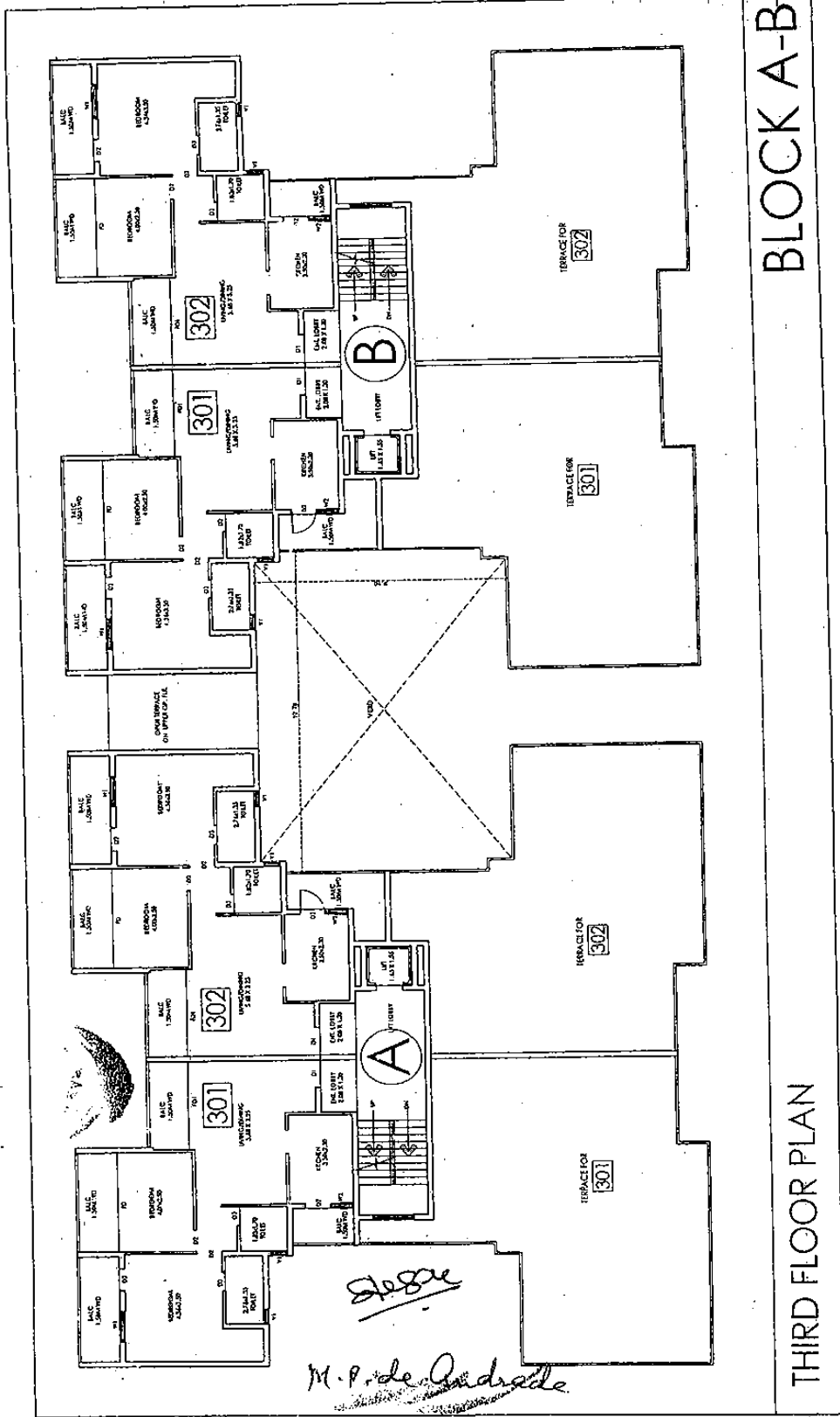


M. P. de Andrade *[Signature]*

AREA STATEMENT- SOCCORO

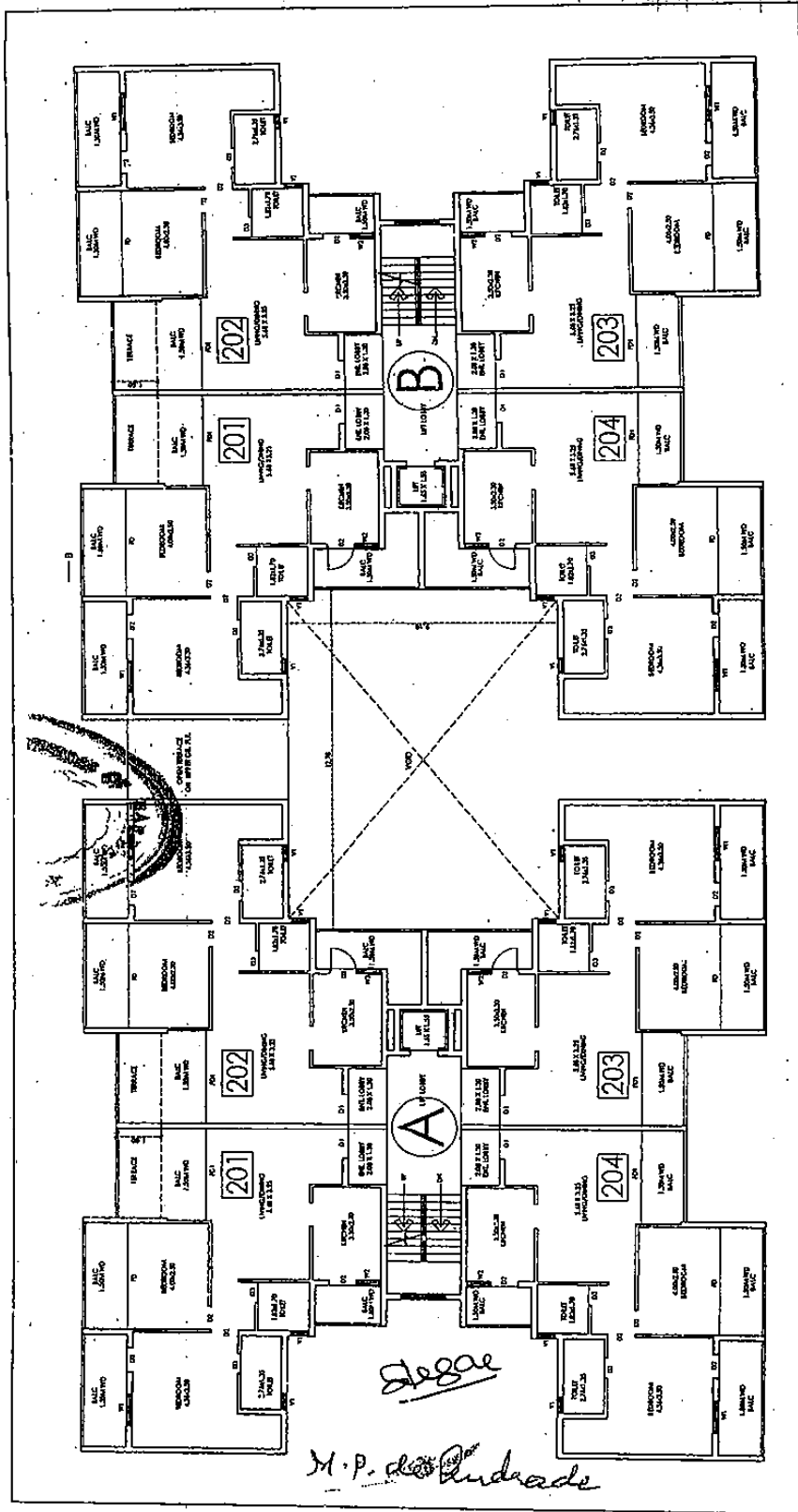
Sr No.	Bldg	Floor	Type of Apartment	Apt No	Carpet Area M2	Built up Area (M2)	Super Built up Area (M2)	Terrace Area (M2)	Carpark (Equivalent in BUA in M2)
1	H	GF	2 BED	GF1	98.09	109.46	122.46		6.00
2	H	GF	2 BED	GF2	94.63	105.88	118.72		6.00
3	H	UGF	2 BED	001	93.26	104.37	117.21		6.00
4	H	UGF	2 BED	002	89.80	100.63	113.47		6.00
5	H	UGF	2 BED	003	94.63	105.88	118.72		6.00
6	H	UGF	2 BED	004	98.09	109.46	122.46		6.00
7	H	FIRST	2 BED	101	98.09	109.46	122.46		6.00
8	H	FIRST	2 BED	102	94.63	105.88	118.72		6.00
9	H	FIRST	2 BED	103	89.80	100.63	113.47		6.00
10	H	FIRST	2 BED	104	93.26	104.37	117.21		6.00
11	H	SECOND	2 BED	201	93.26	104.37	117.21		6.00
12	H	SECOND	2 BED	202	89.80	100.63	113.47		6.00
13	H	SECOND	2 BED	203	94.63	105.88	118.72		6.00
14	H	SECOND	2 BED	204	98.09	109.46	122.46		6.00
15	H	THIRD	2 BED	301	93.26	104.37	117.21	42.50	6.00
16	H	THIRD	2 BED	302	89.80	100.63	113.47	42.50	6.00
TOTAL AREA					1,503.12	1,681.36	1,837.44	85.00	96.00

M. P. de Andrade *[Signature]*



BLOCK A-B

THIRD FLOOR PLAN



BLOCK A-B

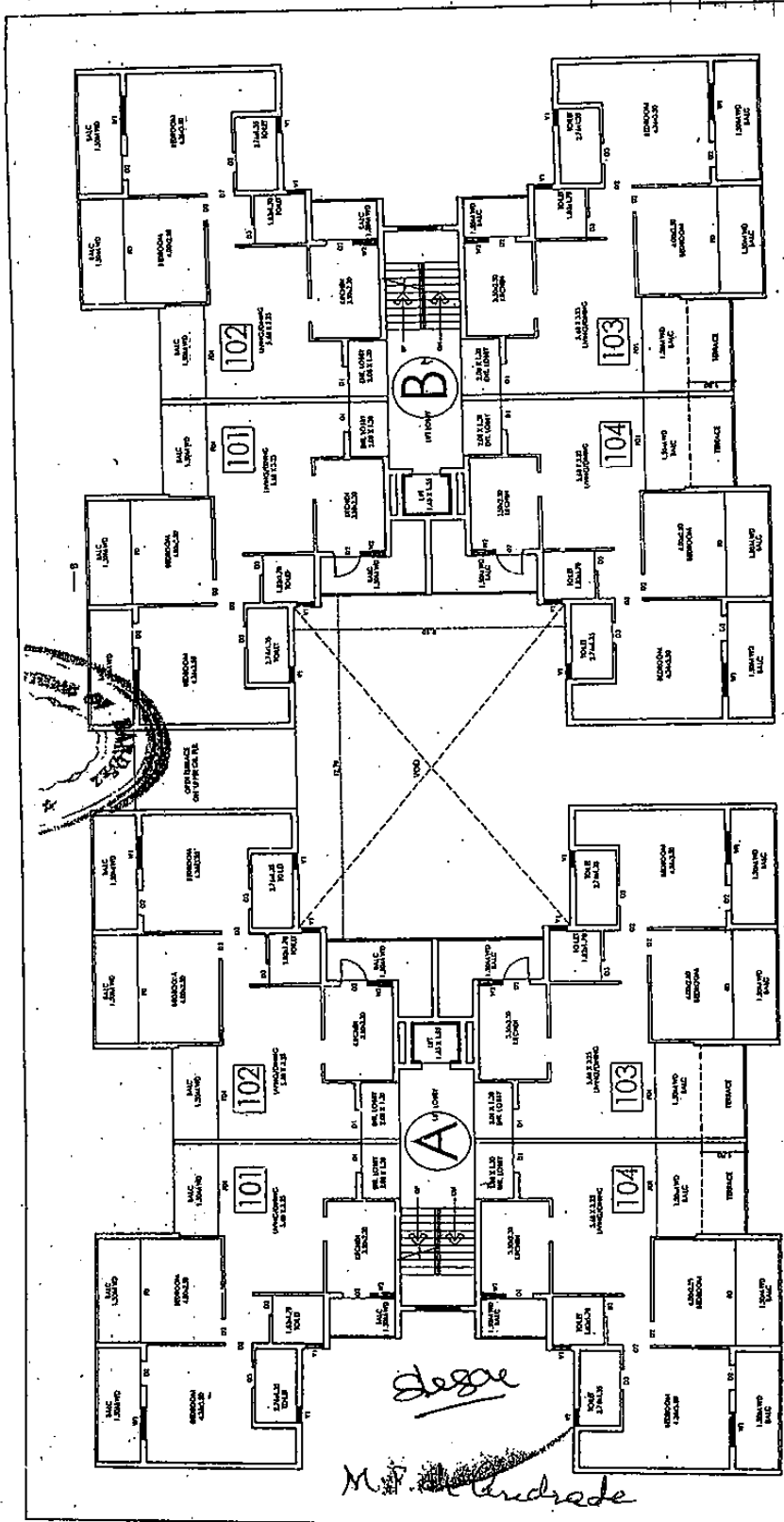
SECOND FLOOR PLAN

*Steele*

*M.P. Andrade*

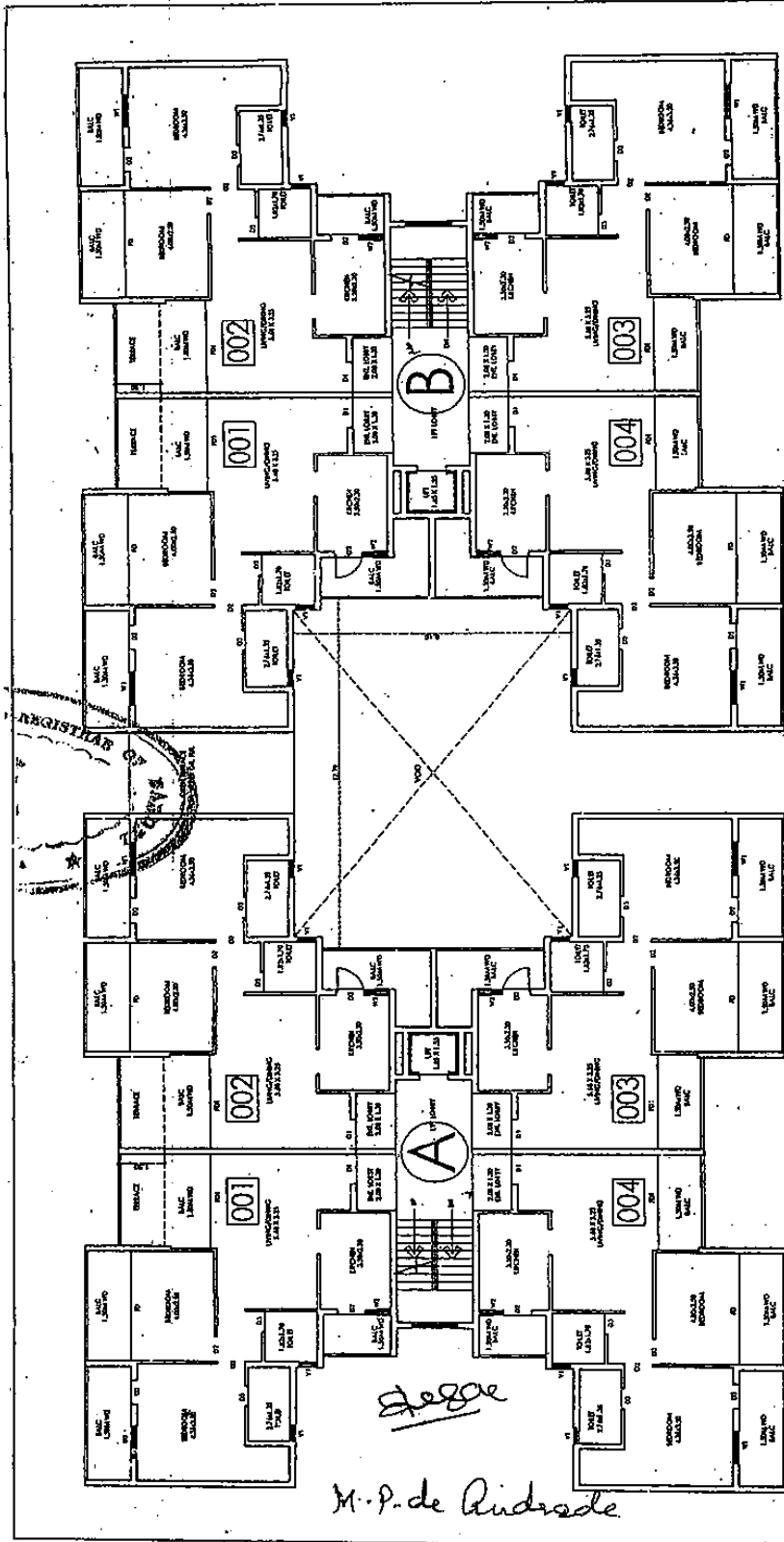
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BLOCK A-B

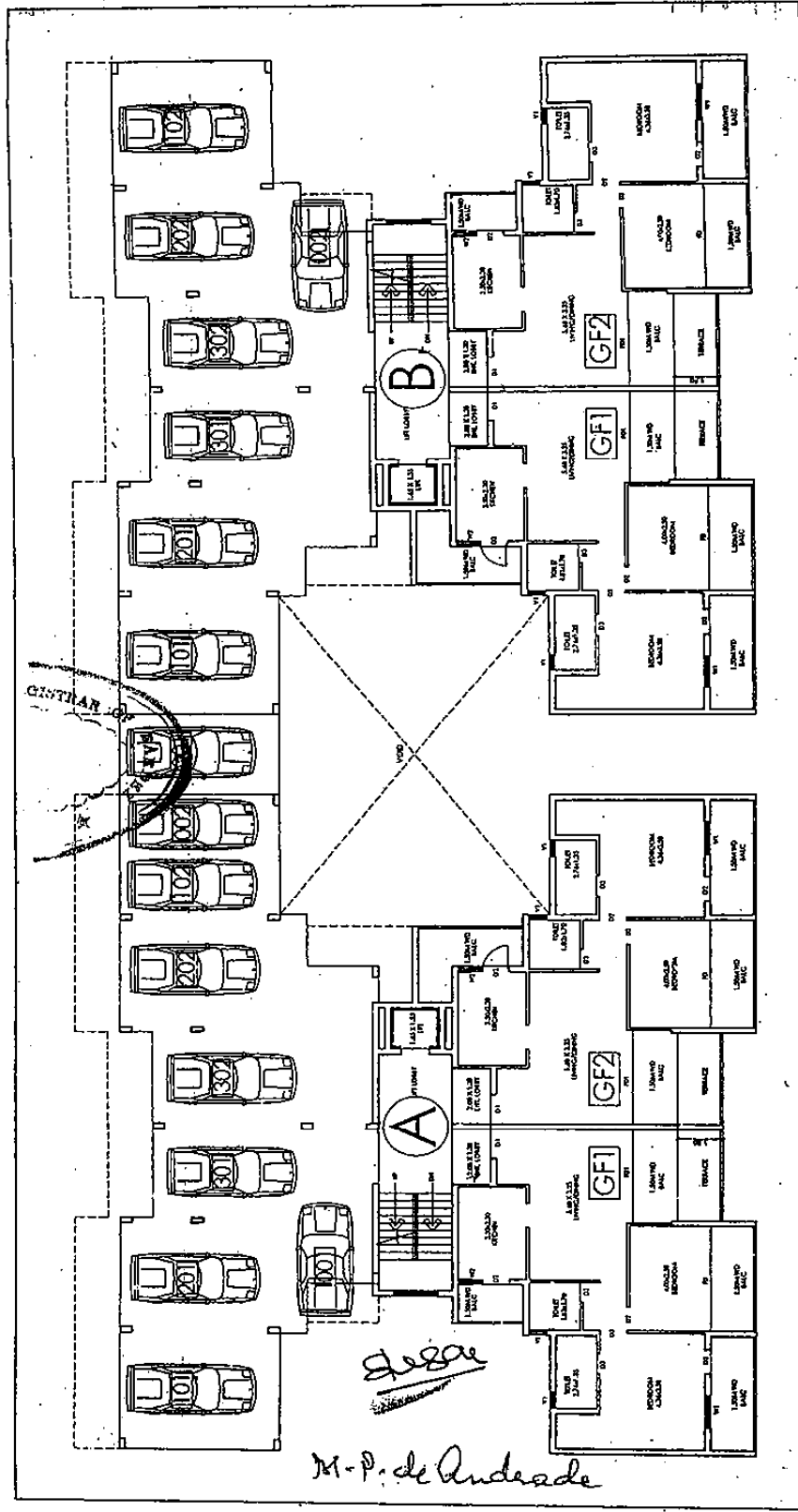
FIRST FLOOR PLAN



BLOCK A-B

UPPER GROUND FLOOR PLAN

*Stegge*  
*M. P. de Andrade*

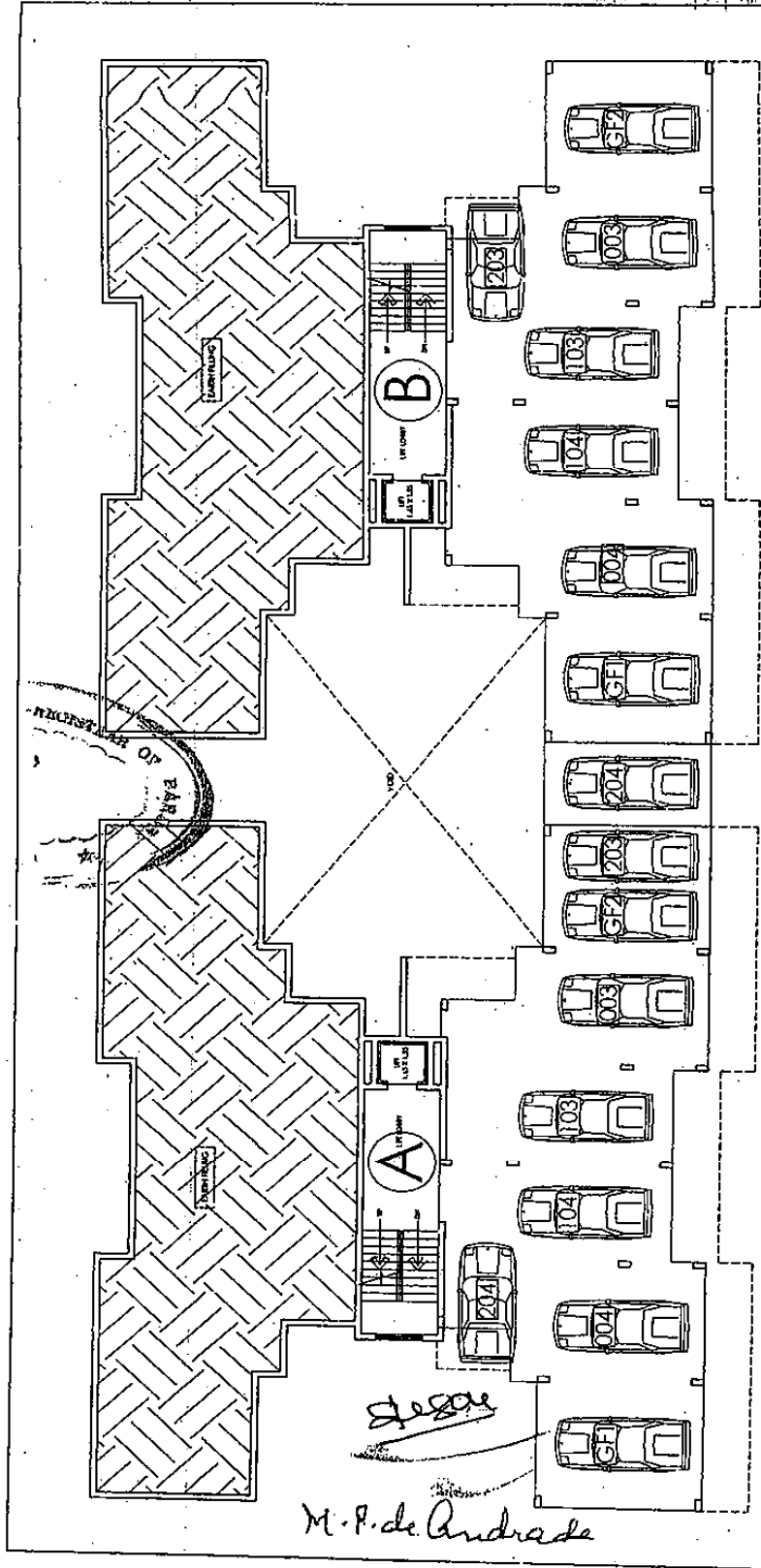


BLOCK A-B

GROUND FLOOR PLAN

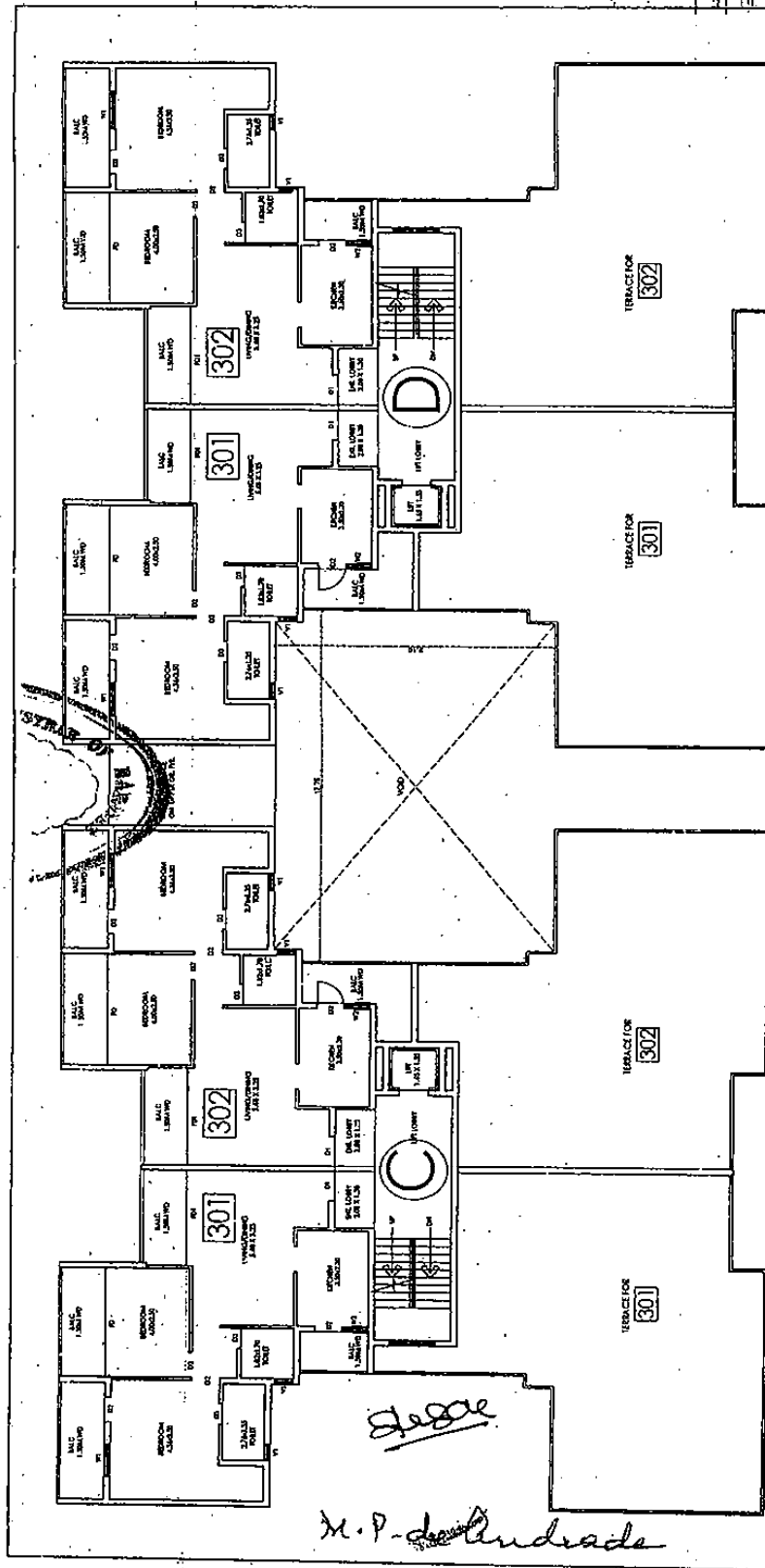
M.P. de Andrade

2/8/02



BLOCK A-B

LOWER GROUND FLOOR PLAN



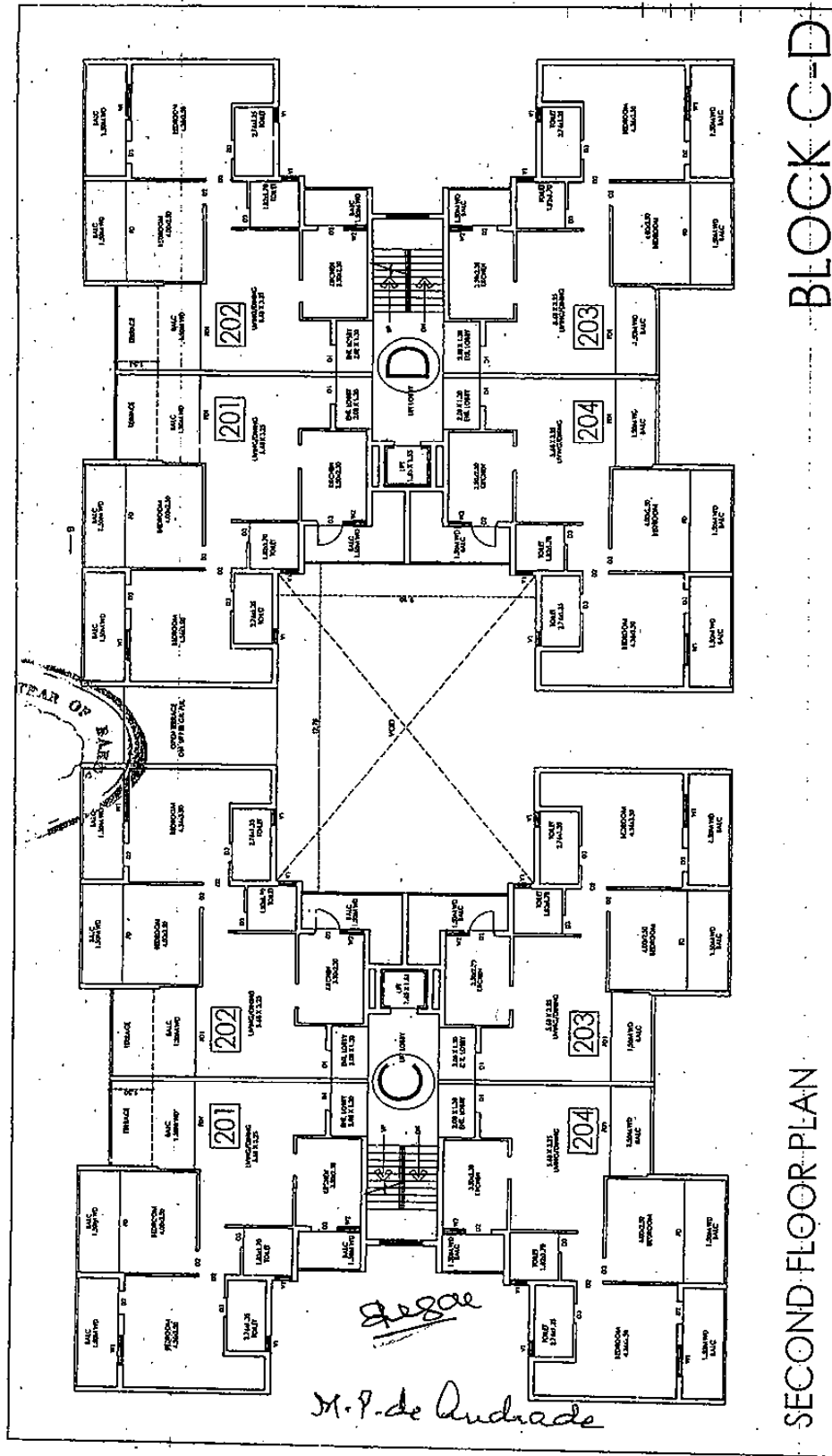
BLOCK C-D

THIRD FLOOR PLAN

M.P. de Andrade

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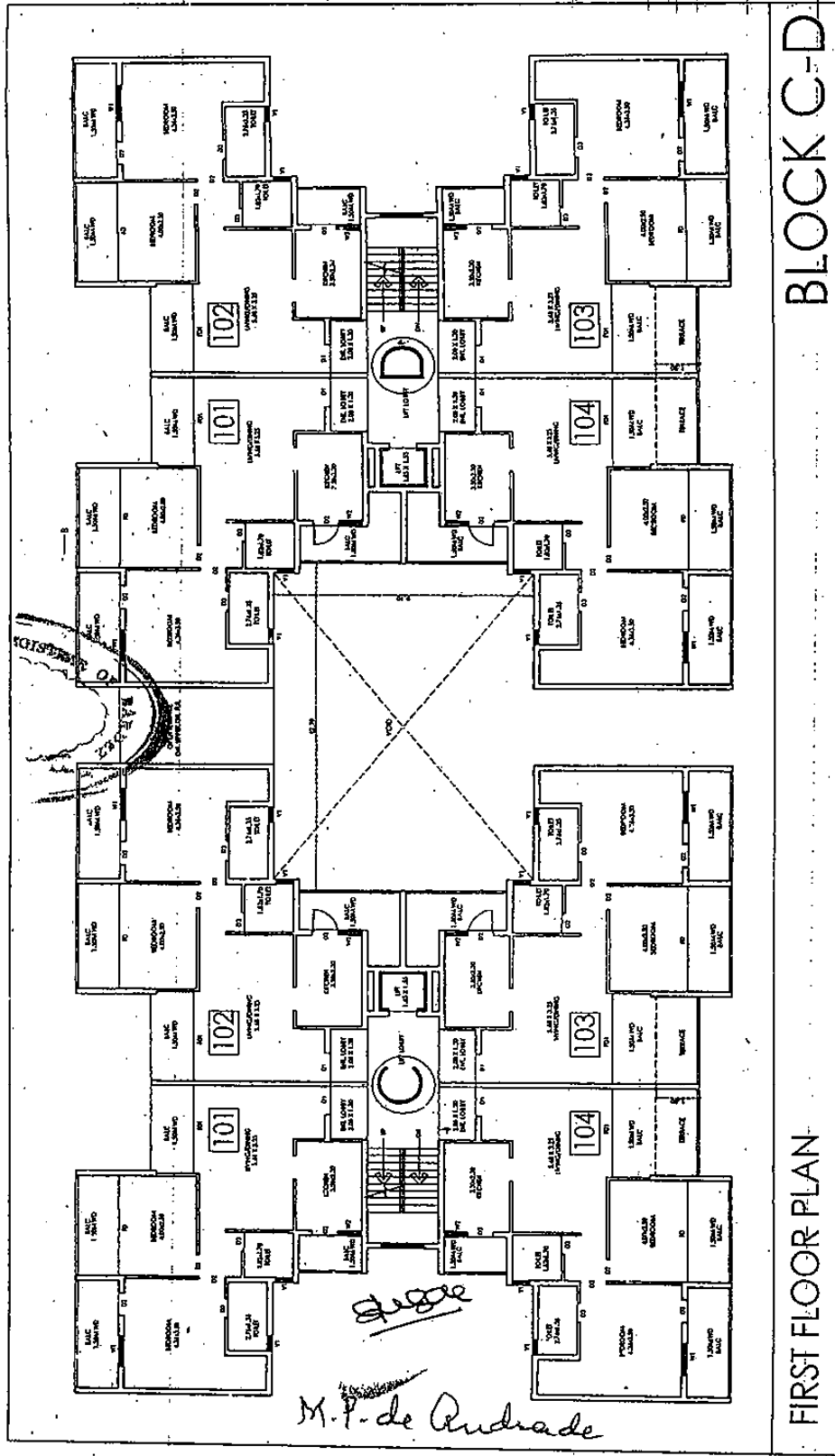


SECOND FLOOR PLAN

BLOCK C-D

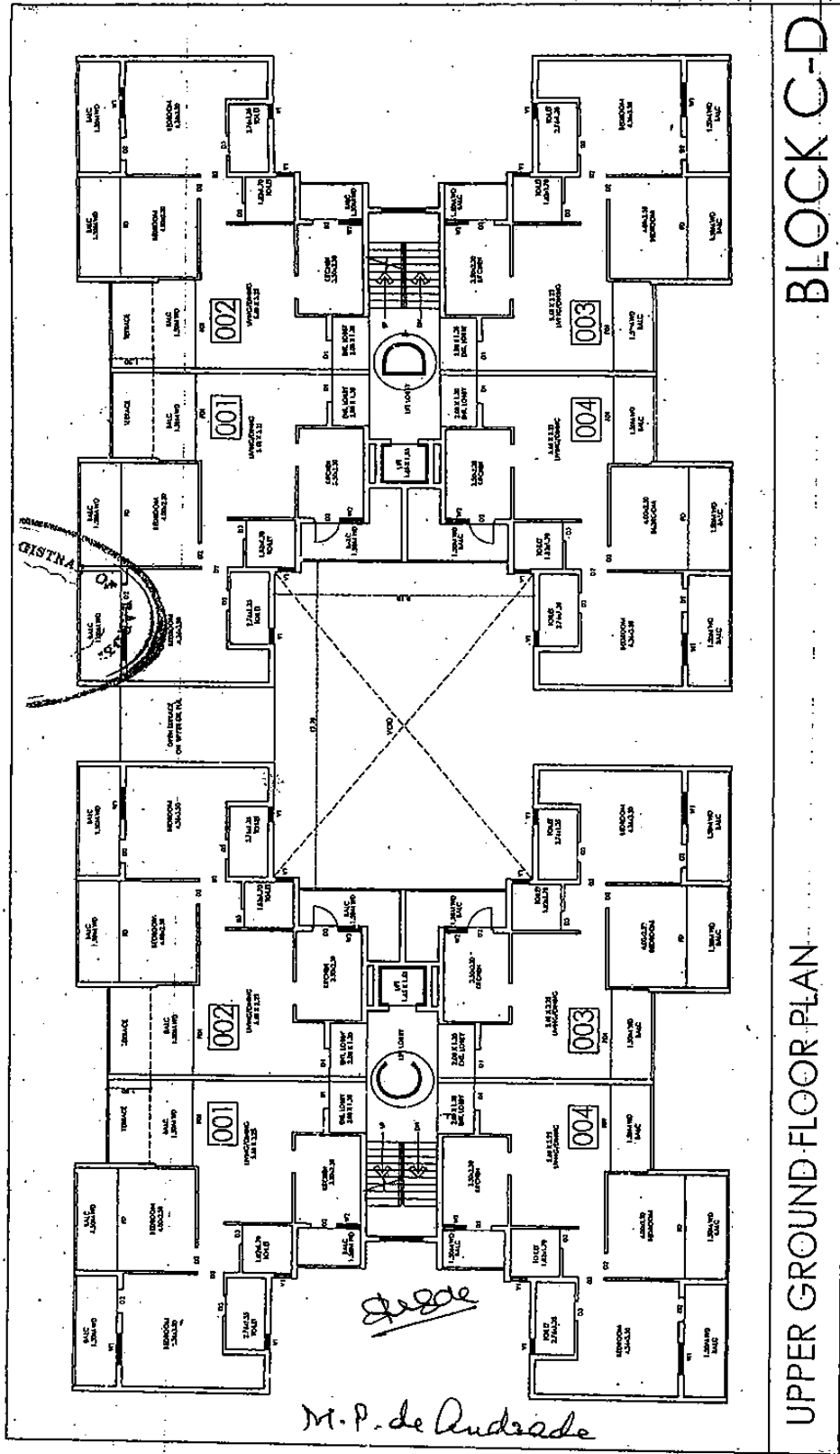
M.P. de Andrade

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BLOCK C-D

FIRST FLOOR PLAN



BLOCK C-D

UPPER GROUND FLOOR PLAN

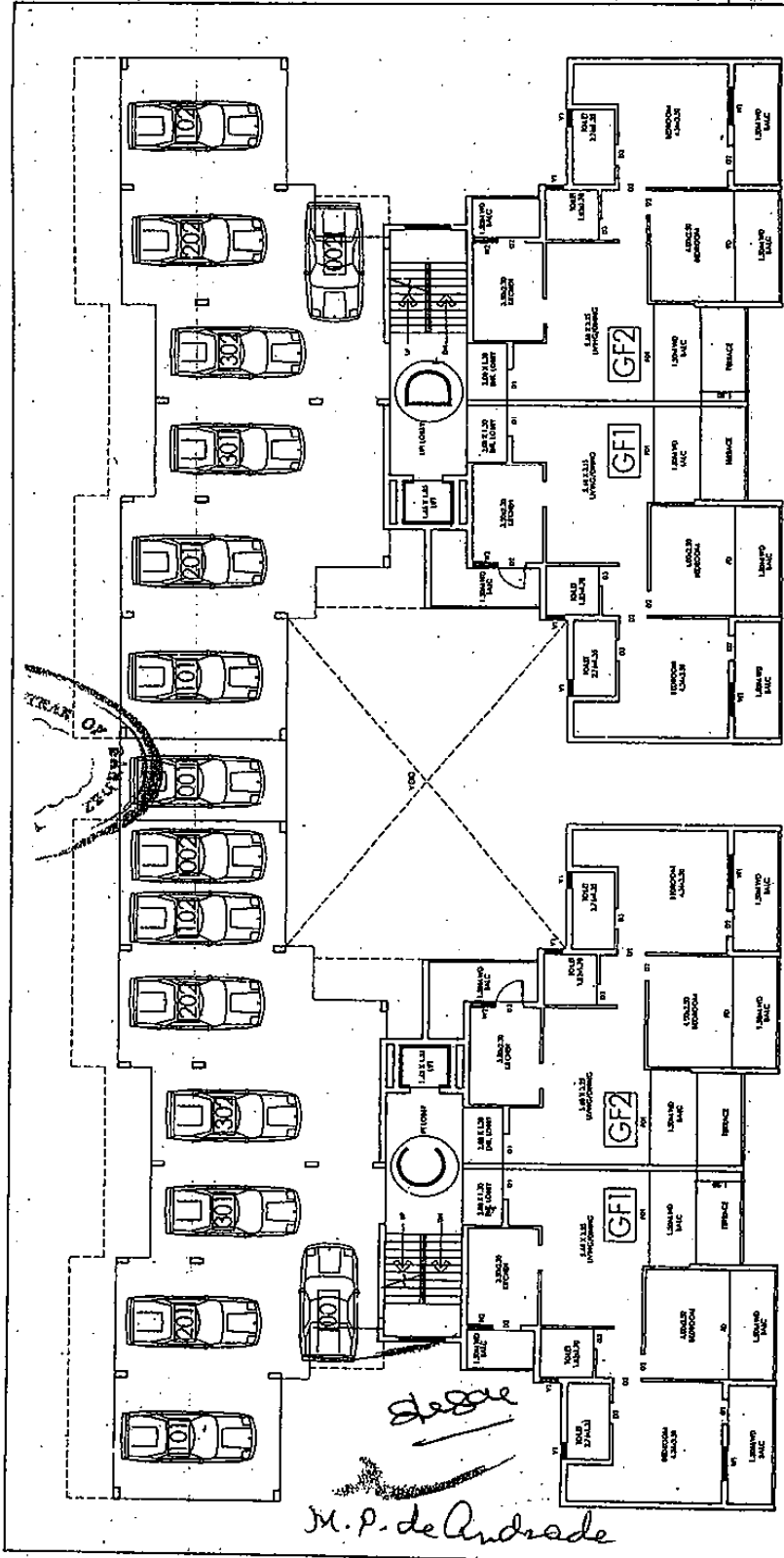
M.P. de Andrade

Rude

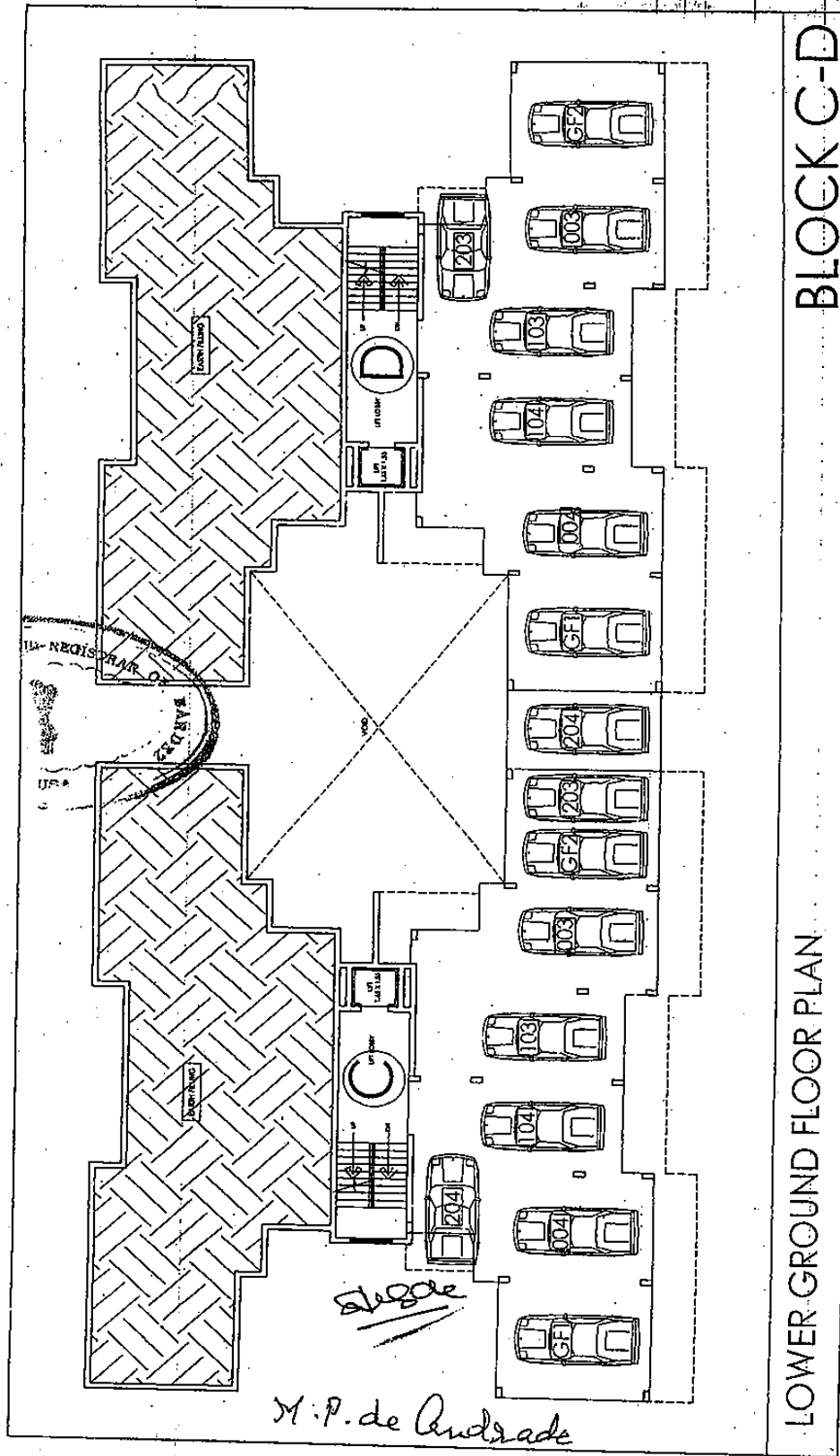
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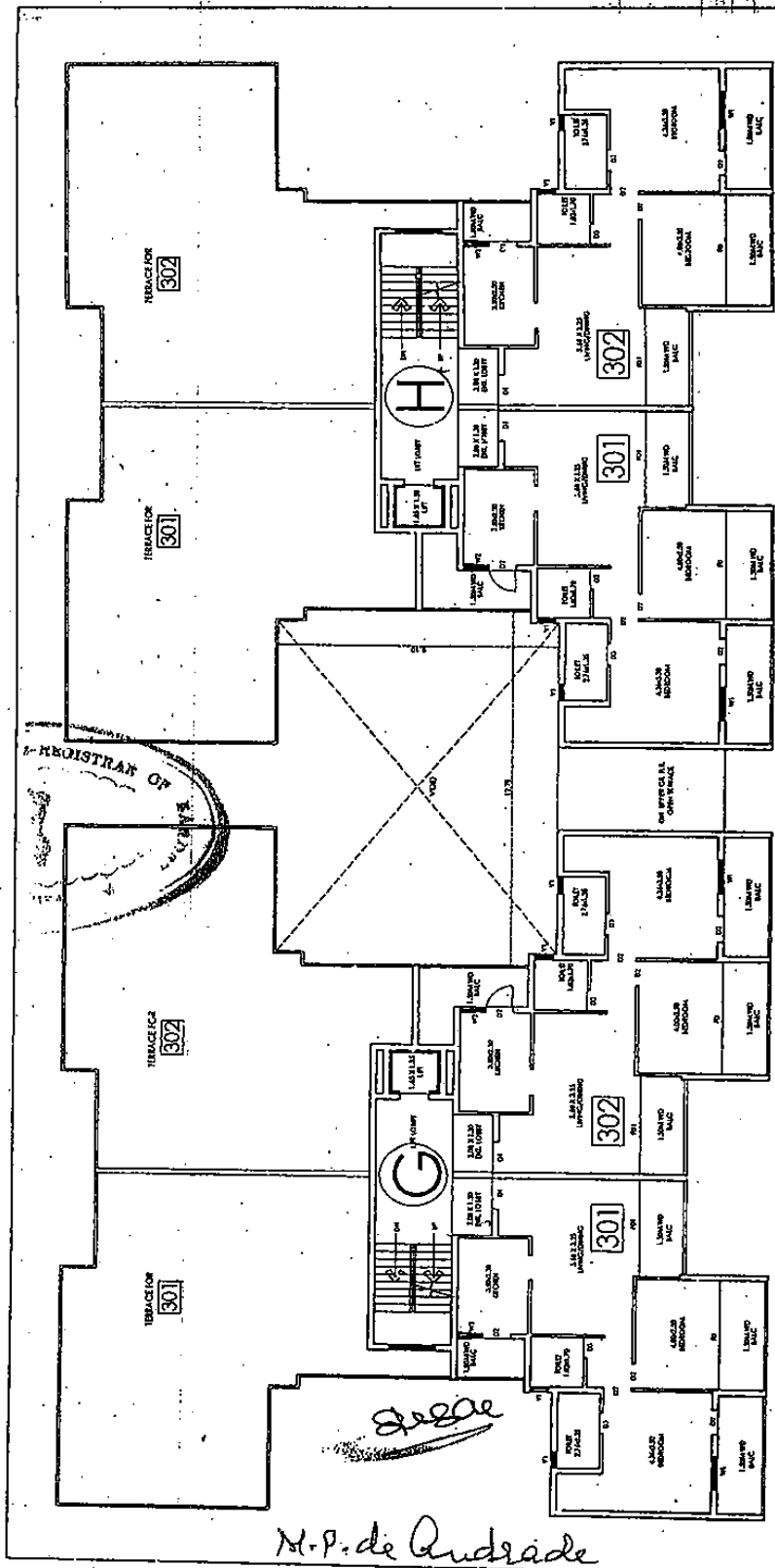
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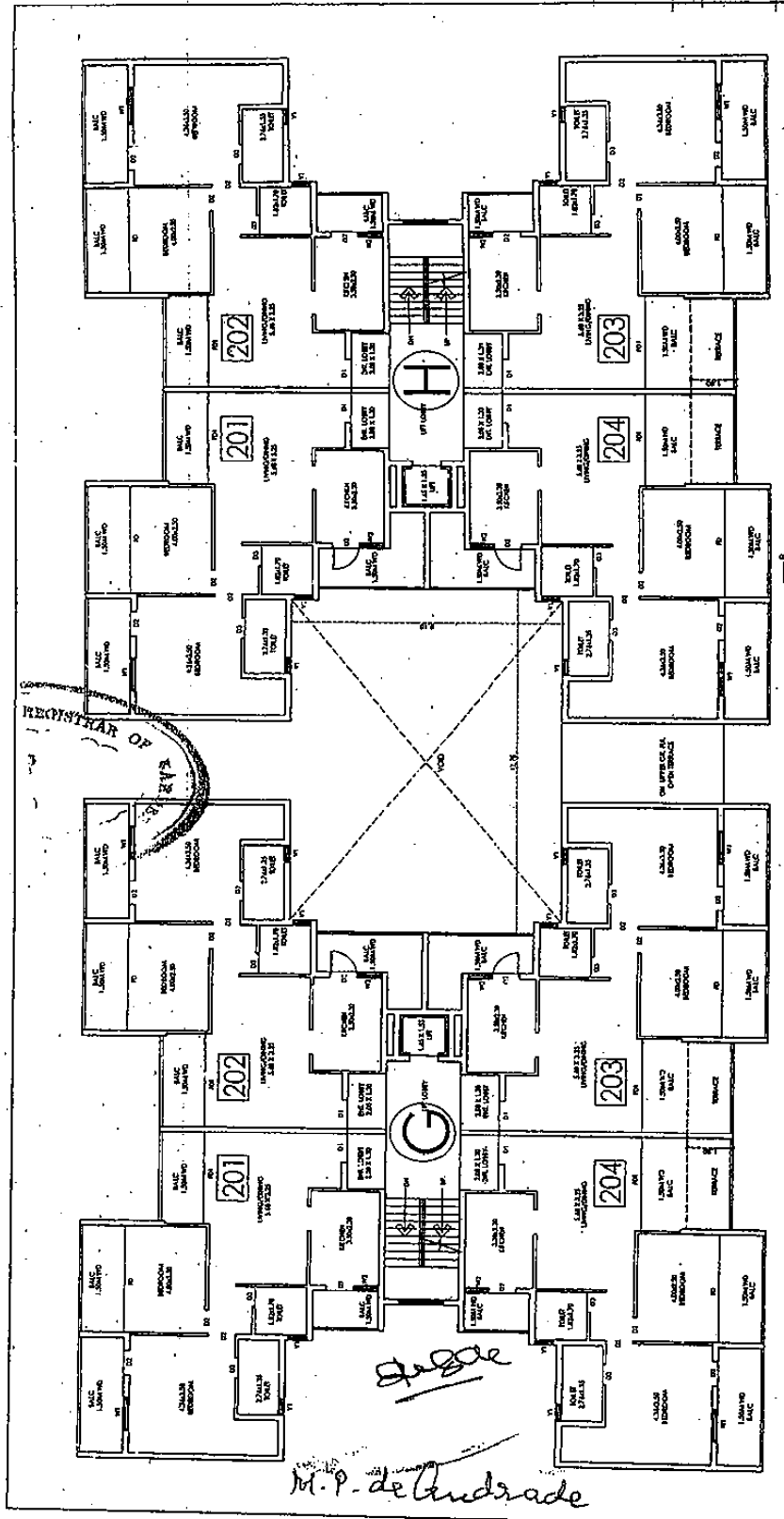
GROUND FLOOR PLAN BLOCK C-D



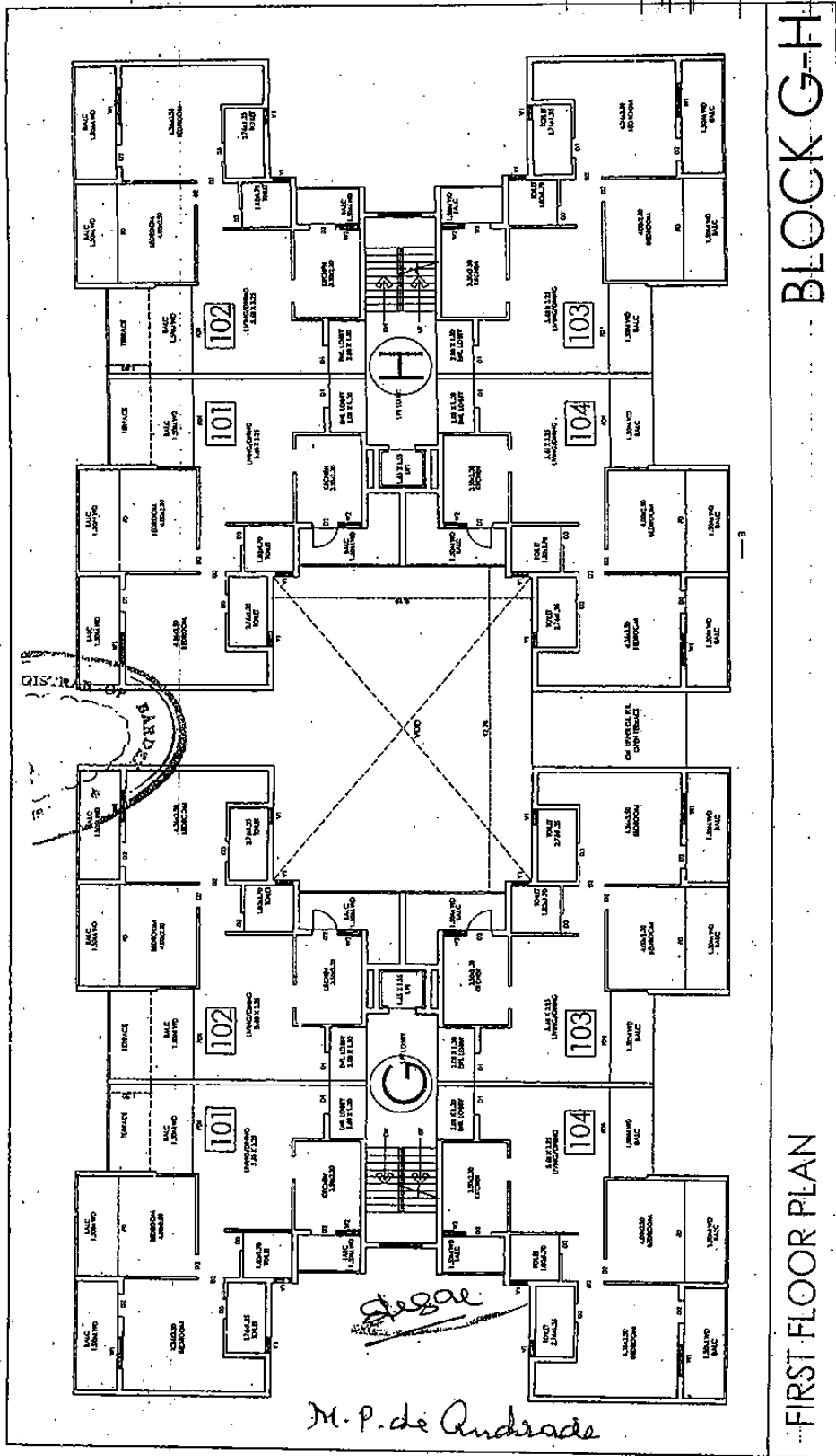


THIRD FLOOR PLAN BLOCK G-H

813



SECOND FLOOR PLAN BLOCK G-H

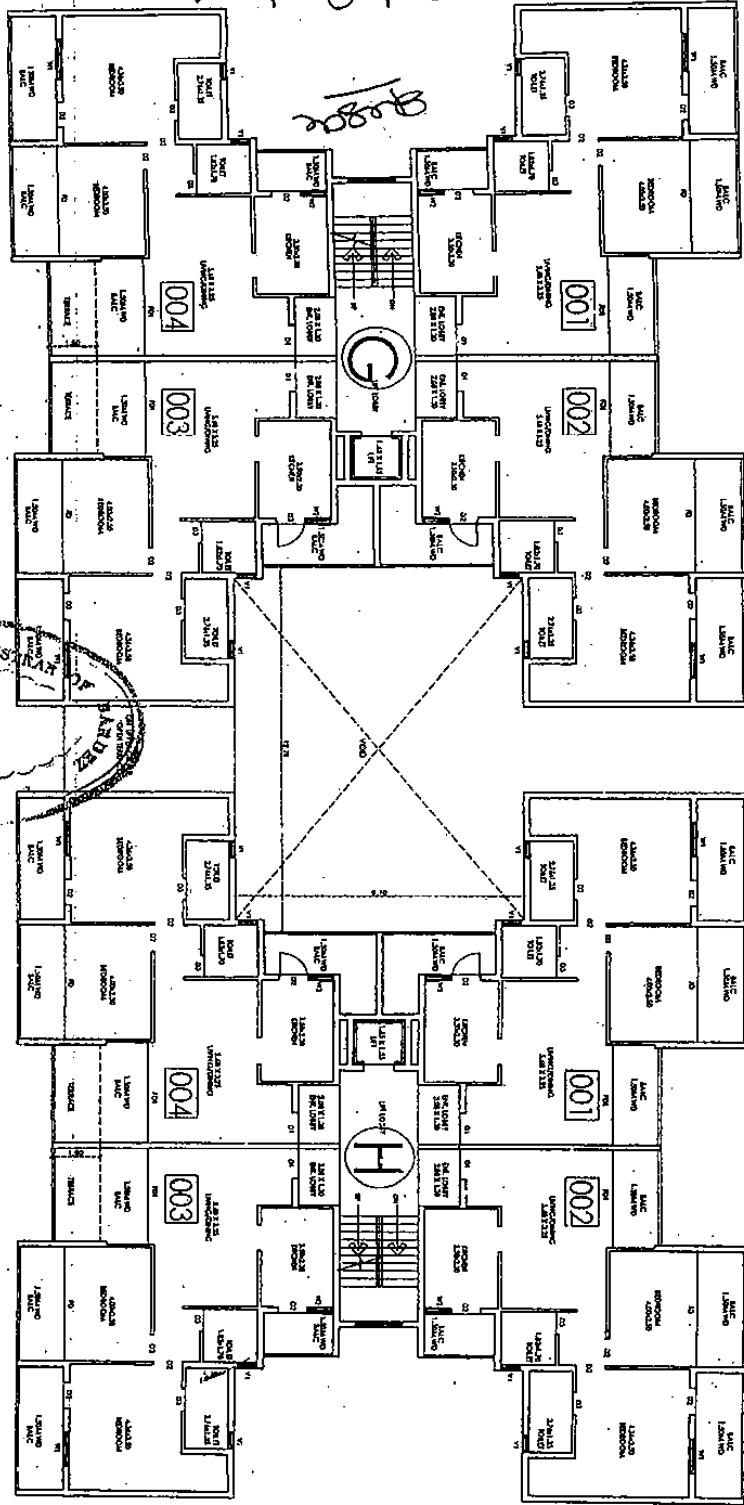


BLOCK G-H

FIRST FLOOR PLAN

UPPER GROUND FLOOR PLAN

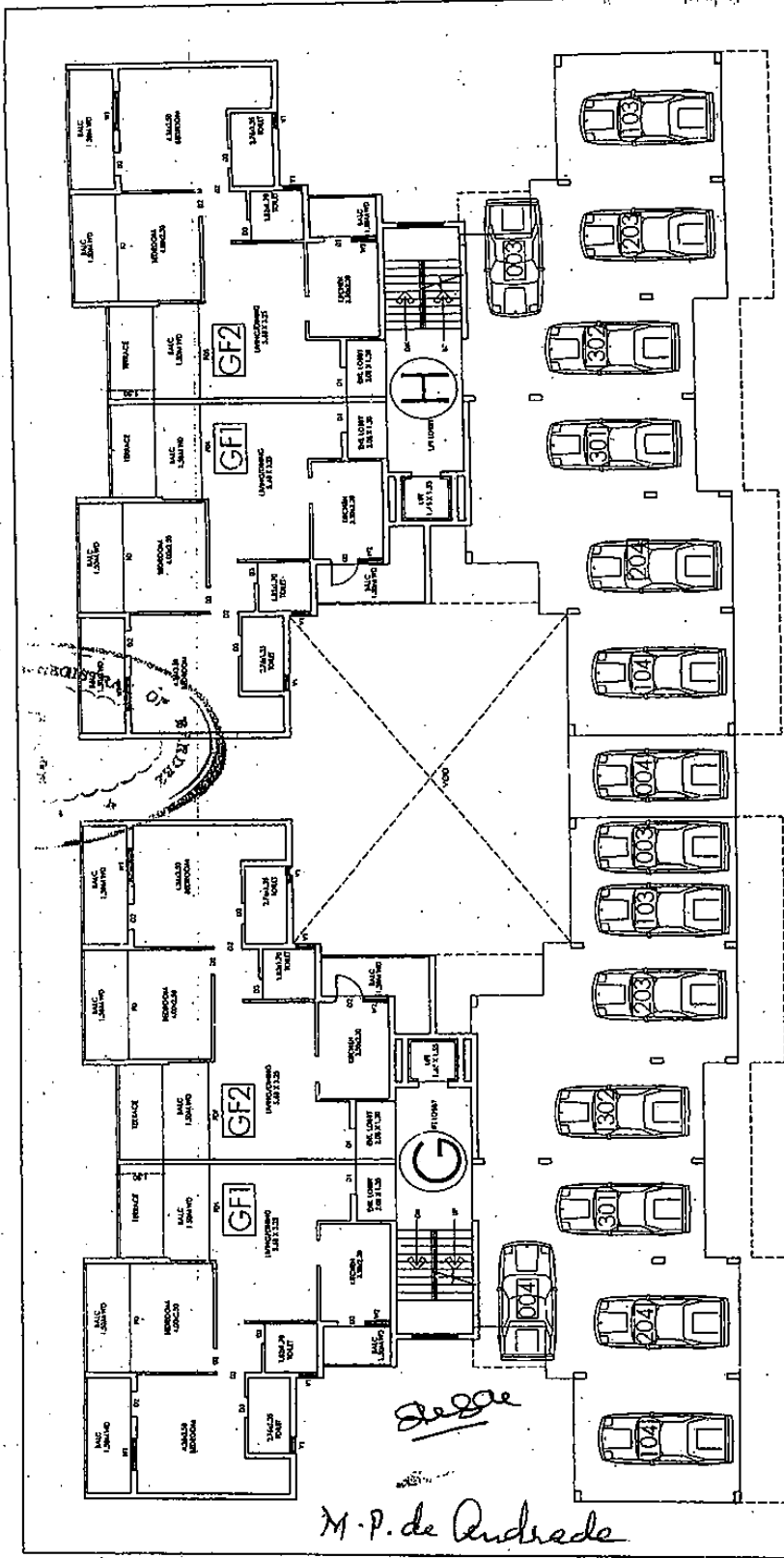
BLOCK G-H



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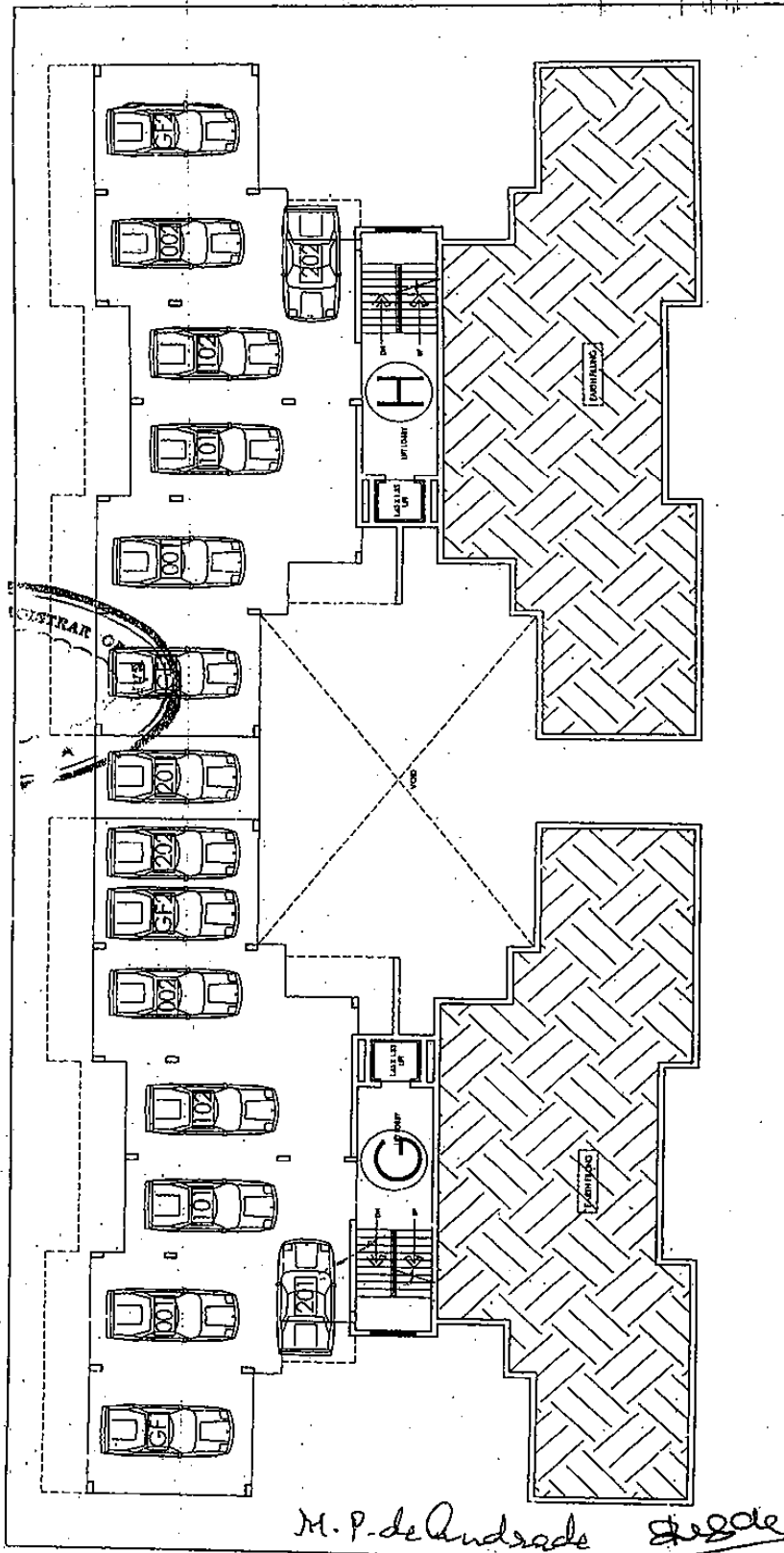


BLOCK G-H

GROUND FLOOR PLAN

M.P. de Andrade

817



BLOCK G-H

LOWER GROUND FLOOR PLAN





Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 25-09-2014 10:52:17 AM

Document Serial Number : 4133

Presented at 09:32:00 AM on 25-09-2014 in the office of the Sub-Registrar( Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1.	Registration Fee	6466790.00
2	Processing Fees .	1420.00
	Total :	6468210.00

Stamp Duty Required: 4688419.00 Stamp Duty Paid: 4688430.00



Kiran Shivaram Hegde presenter

Name	Photo	Thumb Impression	Signature
Kiran Shivaram Hegde, s/o Shivaram S. Hegde , Married, Indian, age 55 Years, Service, r/o Suprem Alto Bella Vista Sangolda Bardez Goa Chief Executive of M/s Devashri Real Estate Developers (A Division of Devashri Nirman Limited Liability Partnership) having pan No. AABFD2012N, Office at Dempo House Campal Panaji Goa Vide POA Dated 10.08.2014 executed before Notary Adv. Kishori N. Fugro vide Reg. No. 715/ 2014			

Endorsements

Executant

1 . Kiran Shivaram Hegde, s/o Shivaram S. Hegde, Married, Indian, age 55 Years, Service, r/o Suprem Alto Bella Vista Sangolda Bardez Goa Chief Executive of M/s Devashri Real Estate Developers (A Division of Devashri Nirman Limited Liability Partnership) having pan No. AABFD2012N, Office at Dempo House Campal Panaji Goa Vide POA Dated 10.08.2014 executed before Notary Adv. Kishori N. Fugro vide Reg. No. 715/ 2014

Photo	Thumb Impression	Signature

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2 . Michael Pinto De Andrade, s/o Late Luis Jose Pinto De Andrade, Married, Indian, age 61

Years, Agriculturist, r/o 871/3, Fotquirem behind SBI Varsha Colony Alto - Porvorim Bardez Goa 403521 Pan No. AEHPP3468E For Self and POA for Lucille Vide POA dated 24.07.2014 executed before Notary D.S Petkar at Mapusa Bardez Goa vide Sr. No. 17087/ 2014., POA for Vendor Rosalie Vide POA dated 26.09.2008 executed before the Notary Public, State of New Jersey and duly endorsed by the Additional Collector North Goa on 30.10.2008, POA for Alok Vide POA dated 26.09:2008 executed before the Notary Public, State of New Jersey and duly endorsed by the Additional Collector North Goa on 30.10.2008, , POA for Cynthia Vide POA dated 2.08.2014 executed before Notary Smt. Shilpa Salgaonkar at Mapusa, Vide Sr. No. 2445/2014 and POA for Carl Vide POA Dated 24.07.2014 executed before Notary D.S Petkar at Mapusa Bardez under Sr. No. 17088/2014

Photo	Thumb Impression	Signature
		<i>M. P. de Andrade</i>

Identification

Sr. No.	Witness Details	Signature
1	Joaquim Araujo , S/o Sebastiao Araujo, Married, Indian, age 65 Years, Service, r/o Nr. Loutalim Church Loutalim Goa	<i>Joaquim</i>
2	Nandan Kamat Helekar , S/o Late Dr. Govind Kamat Helekar, Married, Indian, age 39 Years, Service, r/o Building No 9 UG1 Kamat Plaza St. Inez Panaji Goa	<i>Helekar</i>

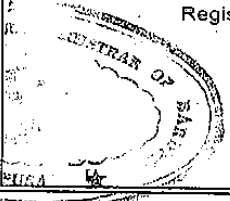
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Signature:-

Designed and Developed by C-DAC, ACTS, Pune

*[Signature]*  
Sub-Registrar  
SUB REGISTRAR  
BARDEZ

Book-1 Document  
Registration Number BRZ-BK1-04287-2014  
CD Number BRZD734 on  
Date 26-09-2014



**SUB REGISTRAR**  
Sub-Registrar (Baldar)  
**BARDEZ**

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

*[Handwritten Signature]*  
Delivered by  
*[Handwritten Signature]*  
7/10/14