

Customer's Copy

CITIZEN CREDIT CO-OPERATIVE BANK LTD.

LIC D-5 / STP(V)C.R./35/3/2011-RD

Br. Margoa.

Date 23/7/2012

Pay to : Citizen Credit Co-Op. Bank Ltd. A/c Franking

Franking Value Rs. 128000

Service Chgs (Rs. 10 per doc) Rs. 10

TOTAL Rs. 128010

Name of the stamp duty paying party m/s

Om Sai Developers

DD / Cheque No.

Drawn on Bank

(For Banks Use only)

Tran ID 128420

Franking Sn No. 100005

Cashier

CASH RECEIVED
(MORNING SHIFT)

23 JUL 2012



(Rupees One lakh twenty eight thousand only)

For **CITIZEN CREDIT**TM
Co-operative Bank Ltd.

[Signature]

Authorised Signatory

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SAPNA BERRER CO-OP, HSG SOCIETY LTD
ST. JOQUIM ROAD, BORDA,
MARGAO - GOA 403 602

D-5/STP(V)/C.R./35/3/2011-RD

भारत 02085 NON JUDICIAL
128428 JUL 23 2012



zero one two eight zero zero zero 10:46

Rs.0128000/- PB7223

INDIA STAMP DUTY GOA

Name of Purchaser...*M/s. Om Sai Developers*



PRAKASH K. KOTHARI

[Signature]

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is executed at Margao, Goa, on this 23rd day of July, 2012 - BETWEEN -

(1)(a)MR. PEDRO MIGUEL GOMINDES, son of Roque Miguel Santan Gominde, aged 44 years, businessman, PAN No. [REDACTED] and his wife (c) MRS. MARIA DAS NEVES PINTO E GOMINDES, daughter of Damasceno Pinto, aged 38 years, housewife. PAN No. [REDACTED]

[Signature]

[Signature]

[Signature]

both Indian Nationals and residents of H.No.420, Borda, Margao, Goa, hereinafter referred to as the "PROSPECTIVE VENDORS" of the ONE PART - AND -

(2) M/S.OM SAI DEVELOPERS, a partnership firm, duly registered under Indian Partnership Act. 1932, having office at 1, Osia Paradise, Dawood Baug Road, Off J.P.Road, Andheri (West). Mumbai 400 058, and local office at S-11, Osia Mall, SGPDA Market, Margao, Goa, PAN No. [REDACTED] represented herein through its authorised partner, MR. PRAKASH KAPURCHAND KOTHARI, son of late Kapurchand Kothari, aged 58 years, married, businessman, resident of G-2, Reliance Park Co-op. Housing Society, Colva, Per Seraulim, Salcete, Goa, hereinafter referred to as the "PROSPECTIVE PURCHASER" of the OTHER PART.



Each of the expressions "THE PROSPECTIVE VENDORS" and "THE PROSPECTIVE PURCHASER" herein used shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators and assigns.

WHEREAS there exists three portions of land, all adjoining one another, described in the SCHEDULES "A", "B" and "C" hereunder, together forms one property and hereinafter collectively referred to as the "said plot";

AND WHEREAS the PROSPECTIVE VENDORS are sole owners and possessors of the said plot having acquired the same, namely -

a) portion described in the SCHEDULE "A" has been acquired by Deed of Gift dt.30th March 2011 registered in the office of the Sub-Registrar of Salcete, Margao under No.MGO-BK1-01890-2011 dt. 30.03.2011;

b) portion described in the SCHEDULE "B" has been acquired by Deed of Partition and Family Settlement dt.4th April 2001 registered in the office of the Sub-Registrar of Salcete, Margao under No.1821 at pages 284 to 302A of Book No.1 Vol.1216 dt.2.7.2001;

c) portion described in the SCHEDULE "C" has been acquired by Deed of Partition and Family Settlement



dt.4th April 2001 registered in the office of the Sub-Registrar of Salcete, Margao under No.1821 at pages 284 to 302A of Book No.1 Vol.1216 dt.2.7.2001 and Deed of Gift dt. 23.03.2000 registered in the office of the Sub-Registrar of Salcete, Margao under No.1244 at pages 150 to 171 of Book No.I Vol.1081 dt. 7.6.2000;

AND WHEREAS the PROSPECTIVE VENDORS are sole owners and possessors of the said plot;

AND WHEREAS the PROSPECTIVE VENDORS have represented to the PROSPECTIVE PURCHASER that -

a) the PROSPECTIVE VENDORS are sole owners and possessors of the said plot and no other person/s have any right, title or interest therein, except three tenants occupying structures existing therein as monthly tenants;

b) the said plot is free from all encumbrances, charges, liens or defects in title whatsoever;

c) the PROSPECTIVE VENDORS have clear and marketable title to the said plot;



d) the said plot can be developed by constructing building/s for residential and commercial use as per the plans already approved by South Goa Planning and Development Authority, Margao and construction licence from Margao Municipal Council;

e) the PROSPECTIVE VENDORS have not entered into any commitments or agreements with any person/s whomsoever;



AND WHEREAS considering the said representations as true, the PROSPECTIVE PURCHASER approached the PROSPECTIVE VENDORS for purchase of the said plot for the purpose of development.

AND WHEREAS the PROSPECTIVE VENDORS have agreed to sell and the PROSPECTIVE PURCHASER has agreed to purchase the said property for total consideration of Rs.1,27,72,000/- (Rupees one crore twenty seven lakhs seventy two thousand only) which is its fair market value

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NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. In pursuance of the aforesaid agreement and in consideration of the PROSPECTIVE VENDORS agreeing to sell or otherwise transfer and convey unto the PROSPECTIVE PURCHASER or their nominees, the said plot excluding the proportionate share in land corresponding to premises reserved and/or to be constructed for the PROSPECTIVE VENDORS and further pending the conveyance permitting the PROSPECTIVE PURCHASER to develop the said plot by constructing thereon multi storeyed building, the PROSPECTIVE PURCHASER, by way of consideration shall pay to the PROSPECTIVE VENDORS Rs.62,72,000/- (Rupees sixty two lakhs seventy two thousand only) by constructing four double bed rooms flats on the second floor, namely Flat Nos.201, 202, 203 and 204 on the second floor with super built up area of 112 sq. mts each in proposed building in said plot (hereinafter referred to as the "said premises") and cash amount of Rs.65,00,000/- (Rupees sixty five lakhs only) to be paid to the Prospective Vendors in following manner:



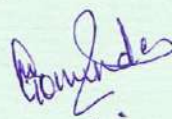
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- i) Rs.21,00,000/- before execution of this agreement, which has been paid by Cheque No.879143 drawn on Indus-Ind Bank, Margao dt. 20.02.2012;
- ii) Rs.44,00,000/- at the time of execution of this agreement, which has been paid by Cheque No.480813 drawn on IndusInd Bank, Margao Branch, dt.23.07.2012

2. It is hereby clarified by and between the parties hereto that the construction cost of the said premises and cash amount payable herein shall form the consideration for the sale of the said plot and the right to carry on development and construction, in terms of the permission and licences issued by the concerned authorities.

3. The PROSPECTIVE PURCHASER do hereby covenants with the PROSPECTIVE VENDORS as under :

a) The PROSPECTIVE PURCHASER shall be entitled to develop the said plot at their own costs, risk, expenses and responsibility by putting up thereon multi storeyed building in accordance with



laws and regulations in force, the plans and construction licence to be approved by the concerned authorities. The PROSPECTIVE PURCHASER shall be free to revise the said plans from time to time in the manner they deems fit and proper, provided that such revision are according to laws and regulations and duly sanctioned by concerned authorities and same shall not change the location and area of the premises to be allotted to the PROSPECTIVE VENDORS.

b) The PROSPECTIVE PURCHASER shall be at liberty to enter into Agreements for sale in respect of the flats and other premises in the proposed building complex to be constructed with proportionate rights in the said property at such price and on such terms and conditions and covenants as the PROSPECTIVE PURCHASER may deem fit and proper, except the said four flats to be constructed for the PROSPECTIVE VENDORS and proportionate share in land corresponding thereto. However, such agreements shall be valid and binding on the PROSPECTIVE VENDORS only if the PROSPECTIVE PURCHASER complies with the terms and conditions of this agreement and allots the said premises to be ,allotted to the



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PROSPECTIVE VENDORS as per this agreement.

c) The PROSPECTIVE PURCHASER agrees that all the sales or agreements to sell/transactions of the premises in the proposed building shall be at the risk, costs, account and responsibility of the Prospective Purchaser. It is hereby clarified that the intention of the parties hereto is that the PROSPECTIVE PURCHASER shall alone be liable and responsible to any third parties in connection with all dealings between the PROSPECTIVE PURCHASER and such parties. All proceeds of sale of various premises shall be sole entitlement of the PROSPECTIVE PURCHASER without any share/interest to the PROSPECTIVE VENDORS.

d) The PROSPECTIVE PURCHASER shall bear all the expenses concerning the construction and development of the said plot, including all taxes and other charges relating to the said construction and development. Besides the responsibility for the construction, responsibility towards workmen and all



other matters shall exclusively vest with the PROSPECTIVE PURCHASER, without any reference to the PROSPECTIVE VENDORS. However, it has been agreed between the parties that all taxes, including house tax, (service tax, electricity charges etc) in respect of the premises to be constructed and allotted to the PROSPECTIVE VENDORS shall be paid by the PROSPECTIVE VENDORS.

e) The PROSPECTIVE PURCHASER shall alone be responsible for violation of any laws, regulations, deviations from plans approved by concerned authorities and pay all outgoings regarding the proposed development of the said plot.

f) The PROSPECTIVE PURCHASER shall construct the said four flats detailed in para 1) above to be allotted and constructed to the PROSPECTIVE VENDORS as per the specifications annexed hereto and strictly to the approximate area, location and size shown in the plan annexed hereto and shall deliver the same alongwith the occupancy certificate within a period of 30 (thirty) months from the date of getting vacant possession of the said plot after



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tenants vacates the premises occpied by them.

g) The PROSPECTIVE PURCHASER shall be free the date of execution of this agreement to enter into the said plot and carry therein all works for the said development and construction including demolishings the existing structure, levelling, excavation, and all construction and development and completion of the said proposed building.

4. The PROSPECTIVE VENDORS do hereby covenant with the PROSPECTIVE PURCHASER as under:

a) That the representations held out by the PROSPECTIVE VENDORS are true and are hereby reiterated.

b) The PROSPECTIVE VENDORS shall deliver vacant possession of the said plot to the PROSPECTIVE PURCHASER on execution of this agreement. However, the possession the structure in occupation of the PROSPECTIVE VENDORS existing in said plot shall be delivered to the PROSPECTIVE PURCHASER



within 45 (forty five) days from the date of execution of this agreement.

c) That the PROSPECTIVE VENDORS shall always permit and allow the PROSPECTIVE PURCHASER from the date of handing over possession of the said plot to enter into the said plot and carry out development and construction works, which includes filling, levelling, surveying, excavations etc. The PROSPECTIVE PURCHASER will be further permitted to construct temporary structures for the stay of the labourers during the period of construction, dumping and storage of materials, fencing and carrying out all other incidental works in connection with the construction and development of the said plot.

c) The PROSPECTIVE VENDORS shall execute a Power of Attorney in favour of the Managing Partner of the PROSPECTIVE PURCHASER authorising him to perform all the lawful acts, deeds, things and matters for enabling him to obtain all permissions, licences and other requirements for the development of the said plot and to sign and execute all papers, applications, declarations, documents and other requirements.



d) The PROSPECTIVE VENDORS, upon payment of cash consideration and construction and delivering the possession by the PROSPECTIVE PURCHASER of the said premises completed in all respects and with occupancy certificate, shall execute a Deed of Sale in respect of the said plot, excluding the proportionate share in land corresponding to the said premises in favour of the PROSPECTIVE PURCHASER or their nominee/s as per this agreement. In the alternative, and if so requested by the PROSPECTIVE PURCHASER, the PROSPECTIVE VENDORS shall execute a Sale deed in respect of the said plot with a Co-operative Society or any legal entity which shall comprise the owners or financiers of various premises in proposed building complex to be constructed in the said property. If the PROSPECTIVE PURCHASER or their nominee/s so requests the PROSPECTIVE VENDORS shall execute individually sale deeds of respective flats and other premises alongwith the proportionate share in land in favour of the prospective buyers. All the costs, expenses and charges concerning the preparation, execution and registration of such deeds shall be exclusively borne by the PROSPECTIVE PURCHASER or their nominees and customers without



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any reference to the PROSPECTIVE VENDORS. In case any housing society or any other legal entity is formed, the PROSPETIVE VENDORS for whom the said premises going to be constructed and allotted, shall become members of such society or body and sign all papers, applications and other documents and make all contributions. In case any Deed of Transfer or any other deed required to be executed for conveying and transferring the said four flats in the name of the PROSPECTIVE VENDORS, the entire stamp duty, registration charges etc. for execution of such deed shall be borne by the PROSPECTIVE VENDORS.

e) Consequent upon receipt of said consideration, the PROSPECTIVE VENDORS shall have no right, title or interest in the said plot, except the said premises to be constructed and allotted to them and proportionate share in the land corresponding to the same.

f) If during the construction of proposed building/s and thereafter, the floor area ratio applica-



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ble to the said plot increases or decreases, the PROSPECTIVE PURCHASER shall be entitled for such benefits or suffer for decrease in FAR.

5. Either parties to the agreement shall be entitled for specific performance of this agreement.

6. The PROSPECTIVE VENDORS shall produce to the PROSPECTIVE PURCHASER certified copies of all title documents.

7. Either parties agree and undertake to cooperate with each other for giving effect to the terms of the present agreement and do all such acts, deeds and things as may be necessary for compliance thereof.

9. The proposed buildings complex in the said plot shall be named at the option of the PROSPECTIVE PURCHASER.

10. The PROSPECTIVE PURCHASER shall settle the claim of said three tenants, Mr. Rudolf Antonio



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Phillips, Mrs Gowhar Jan Shaikh and Mrs. Anupama Matikop, who are occupying three separate premises existing in the said plot and any amount payable to them or any premises to be allotted to them shall be on account of the PROSPECTIVE PURCHASER.

11. The PROSPECTIVE PURCHASER from the date of handing over vacant possession of the said plot by the PROSPECTIVE VENDORS shall arrange an alternate accomodation in form of one two bed rooms flat at OSIA Maple Leaf at St. Jose de Areal, Salcete, Goa till said four flats to be constructed and allotted to the PROSPECTIVE VENDORS by the PROSPECTIVE PURCHASER are delivered to them or alternatively pay an amount of Rs.10,000/- (Rupees ten thousand only) per month from the date of delivering the vacant possession of the said plot till the said four flats are allotted to the PROSPECTIVE VENDORS. The said alternate accomodation shall be vacated simultaneously at the time of taking over possession of said four flats. All electricity charges, water charges, common maintenanc charges etc in respect of the said alternate premises shall be borne by the PROSPECTIVE VENDORS.



12. That a part of the said plot has not been enclosed by compound wall and it shall be responsibility of the PROSPECTIVE VENDORS to enclose the same by compound wall at the costs of the PROSPECTIVE PURCHASER.

SCHEDULE "A"

ALL THAT plot of land admeasuring 580 sq.mts, being Plot B, surveyed under Chalta No.148 (part) of P.T.Sheet No.137 of Margao City Survey and forming part of the property without any special denomination, not described in the Land Registration Office of Salcete but enrolled in the Land Revenue Office of Salcete under Matriz No.797 and bounded on the east by the plot described in the SCHEDULE "B" herunder, on the west by plot described in the SCHEDULE "C" hereunder and on the north and south by the remaining part of the entire property.

SCHEDULE "B"

ALL THAT plot of land, admeasuring 127 sq.mts, surveyed under Chalta No.149 of P.T.Sheet No.137 of Margao City Survey and forming part of the urban property described in the Land Registration Office of Salcete under No.6457 and enrolled in the Land Revenue Office of Salcete under Matriz No.575 and 596 and bounded on the east by property surveyed

A. S. S.

R. S. S.

S. S.

JA, (INDIA)

under Chalta No.148 of P.T.Sheet No.137, on the west by property under Chalta No.92 of P.T.Sheet No.137, on the north by public road and on the south by property under Chalta No.148 of P.T.Sheet No.137.

SCHEDULE "C"

ALL THAT plot of land, admeasuring 830 sq.mts, wherein there exists houses and structures, being Plot A, surveyed under Chalta Nos.95(part), 96 to 100 of P.T.Sheet No.137 of Margao city Survey, forming part of the Plot A-2 of the under property described in the Land Registration Office of Salcete under No.6457 and enrolled in the Land Revenue Office of Salcete under Matriz Nos.575 and 596 and bounded on the east by property surveyed under Chalta No.102 of P.T.Sheet No.137, on the west by property surveyed under Chalta No.148 of P.T.Sheet No.137 and on the north and south by part of the entire property.



All the above plots are situated at Borda, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa and State of Goa.

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month, year and place first hereinabove mentioned.

PROSPECTIVE VENDORS:



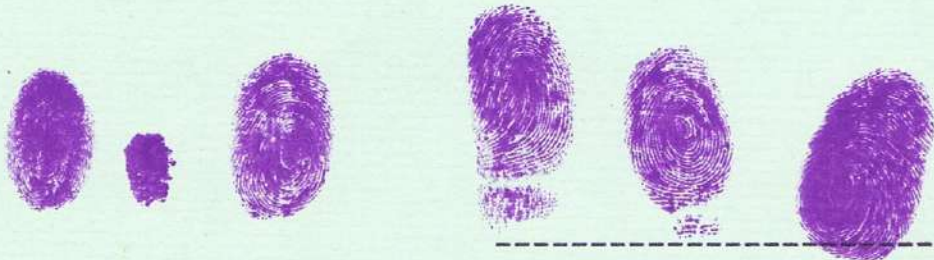
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PEDRO MIGUEL GOMINDES



right hand finger prints



left hand finger prints

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Gomendes



MARIA DAS NEVES PINTO
E GOMINDES



right hand finger prints



left hand finger prints

L. h. *Gomendes* *per*

PROSPECTIVE PURCHASER:

For OM SAI DEVELOPERS



Prakash

Partner



PRAKASH KAPURCHAND KOTHARI
Partner
For M/S. OM SAI DEVELOPERS



right hand finger prints



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L. S. Fernandes *Prakash* *Prakash*

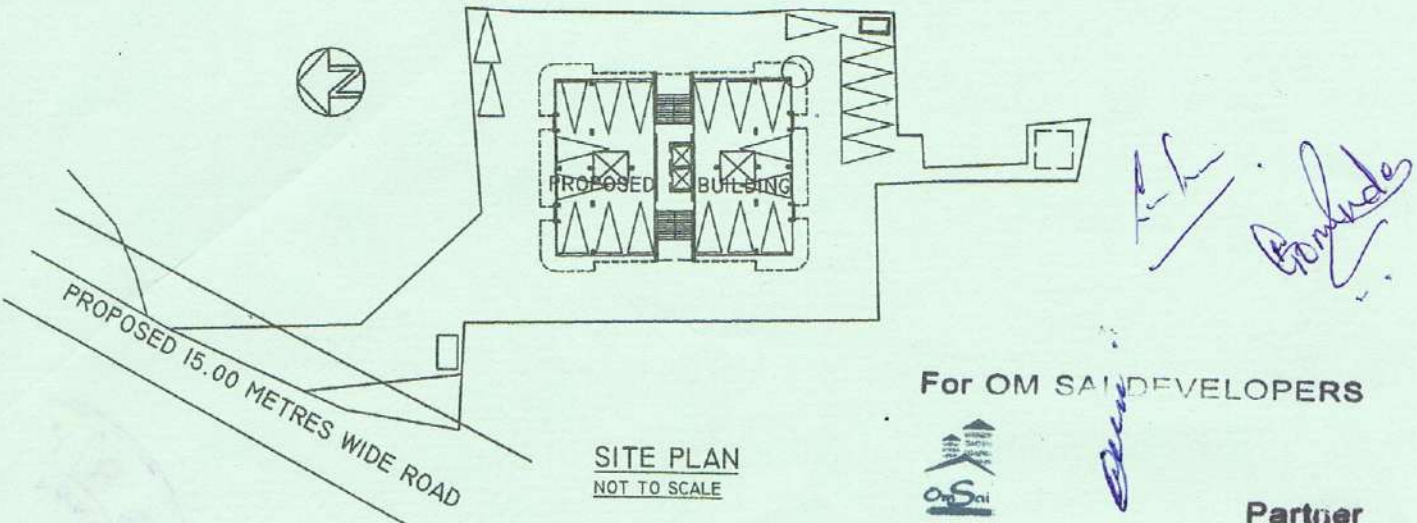
WITNESSES:

1. PRATIKSHA S. GAWADE *Gawade*

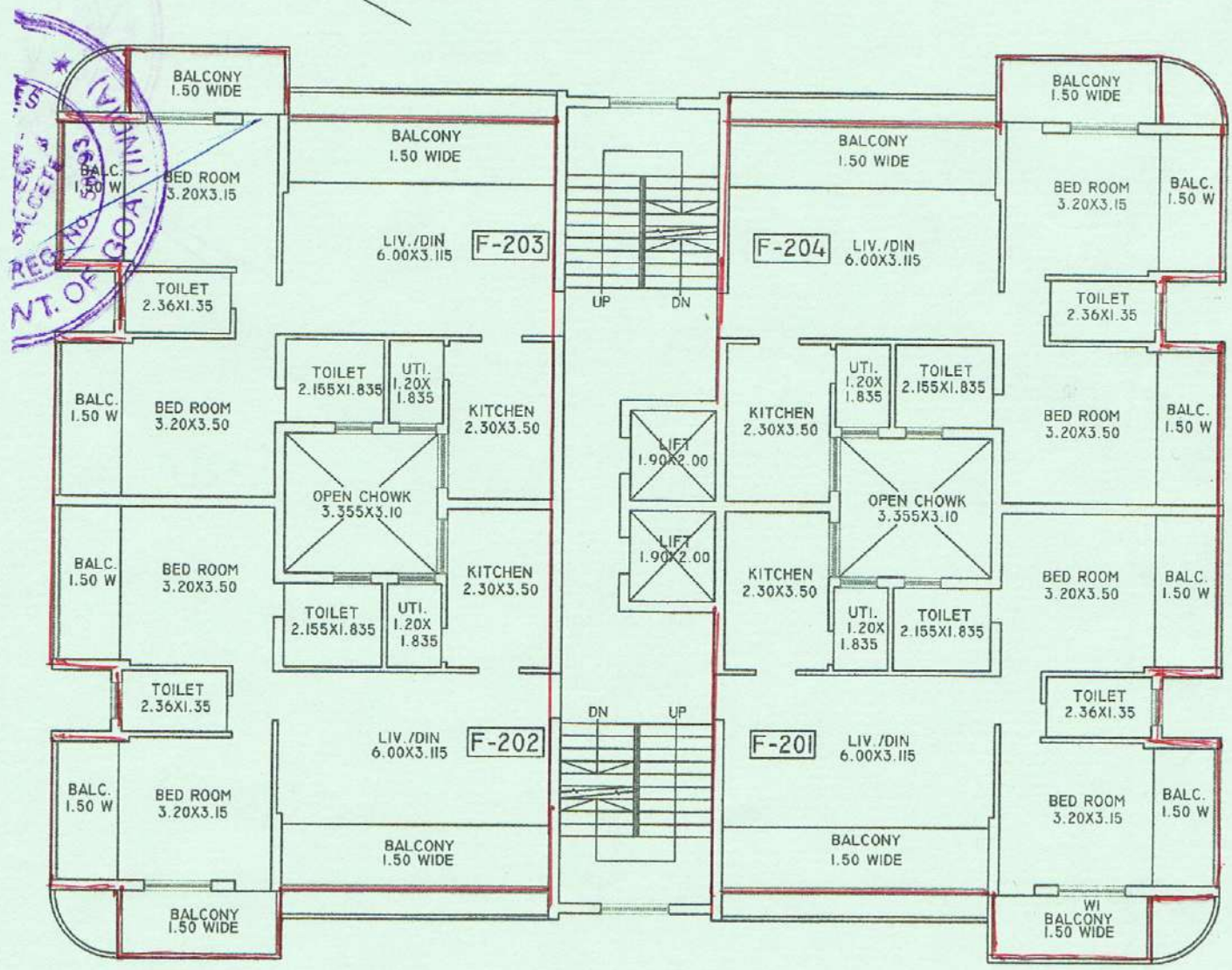
2. Melita Travasso *Travasso*



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SITE PLAN
NOT TO SCALE



REGD. OFFICE
MT. OF GOA

PROPOSED BUILDING IN THE AMALGAMATED PLOT BEARING CHALTA NOS. 95(PART), 96, 97, 98, 99, 100, 148(PART) & 149(PART) OF P. T. SHEET NO. 137 SITUATED AT BORDA - MARGAO.

SECOND FLOOR PLAN

TRUE COPY



SOUTH GOA
MARGAO PLANNING AND DEVELOPMENT AUTHORITY

4th Floor, D Wing,
Osia Commercial Arcade,
Near M.P.D.A. Market Complex,
MARGAO - GOA

Date: 27/02/08



ORDER

SGPDA
REG. NO. 4518/2997/07-08

Development Permission under Section. 44 of the Town & Country Planning Act, 1974)

Development Permission is granted for carrying out the Land Sub-division (Final) as per the enclosed approved plans in the property Zoned as S-1 zone in O. D. P. / C. D. P. and situated at Town, Bearing Survey Number - Chalta Number 148, 149 P. T. Sheet Number 137 Plot Number - approved Sub-Division reference Number/Development Permission No. SGPDA/4518/2008/07-08 dtd. 9/11/07

- 1) Any change to be effected in approved plans requires prior permission of this Authority.
- 2) The permission granted shall be revoked, if any information, plans, calculation, documents and any other accompaniments of the application are found incorrect or wrong at any stage after the grant of permission and the applicant will not be entitled for any compensation.
- 3) The developemnt permission will not entitled the applicant for making/laying any claim for water and other connection from the Government of Goa and this Authority.
- 4) The developer/applicant should display a pucca hoarding/sign board (1x.50 meter) with write up in black colour on white background at the site of development clearly indicating the order No. with date of this Authority readable from a distant point. In case of non-compliance, appropriate action shall be taken as per the provisions of the Town & Country Planning Act, 1974.
- 5) Electricity, sewerage, water supply main connections are to be made available outside every plot wherever applicable. Pipe lines should be laid as per P. W. D. specifications.
- 6) All road corners should be worked out in a smooth curve of 3mts. radius for roads upto 10 mts. and 5 mts. radius for roads above 10 mts. pavement width. In case of road intersections involving roads of differents R/W. the corners should be worked out as per the specifications prescribed for the roads having wider R/W.
- 7) All such roads shall be treated as public roads.
- 8) Cross drains and culverts shall be provided as per site conditions wherever required of pipes of minimum 300mm distance embedded in P.C.P. or R.C.C. slab drain supported on laterite masonry with P.C.C. lining at the bottom.
- 9) The open space/spaces shall be duly maintained by the owner/owners of the sub-divided plots, if, however the open space / spaces are transferred to the local authority, the responsibility of maintenance passes on to them.
- 10) The recreational open space / spaces shown on the plan are for the use of the residents of the plots of the said sub-divided land.
- 11) Prior to commencement of development work, it will be incubment upon the applicant to have valid conversion sanad of use of land as contemplated under Goa, Daman & Diu Land Revenue Code 1968.
- 12) Necessary permission shall be sought from Forest Department before cutting of any trees.

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P.T.O

