

CITIZEN CREDIT™  
CO-OP. BANK LTD.

Authorized Signatory

CITIZEN CREDIT CO-OPERATIVE  
BANK LTD  
SANKAR BEWATER CO-OP, HSG SOCIETY LTD  
ST. JOSEPH ROAD, BORDA,  
MARGAO - GOA 403 602  
D-5/STP(V)/C.R./35/3/2011-80

भारत 00789  
114425



NON JUDICIAL गोवा  
NOV 30 2011

2ND and 3RD time live 2ND 3RD 17:39

R-0133500/- PB7223

INDIA

STAMP DUTY

GOA

Name of Purchaser M/S AVR REALTY



KAMAT

*[Signature]*

AGREEMENT FOR SALE / EXCHANGE AND  
DEVELOPMENT WITHOUT POSSESSION

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*

2

THIS AGREEMENT OF SALE / EXCHANGE AND  
DEVELOPMENT is made at Margao on this 1<sup>st</sup> day of  
December, 2011

BETWEEN

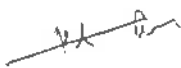
1. Mr. SIDDESH LAXIMIKANT ALVE, son of late Mr. Laximikant Alve, aged about 33 years, married, businessman, Indian National, PAN - ACTPA2812K and his wife;
2. Mrs. PURVA SIDDESH ALVE alias PURVA ANAND SHET VERENKAR, daughter of Mr. Anand Shet Verenkar, aged 29 years, married, service, PAN - CFPPS90018 both residents of H. No. 828F, Plot No. K16, Reliance Rainbow Valley, Mugalli, San Jose D'Areal, Salcete, Goa, hereinafter jointly referred to as the VENDORS of the FIRST PART;

AND

3. M/s AVR REALTY a Partnership Firm, duly constituted under the Indian Partnership Act, 1932, and registered with the Registrar of Firms, at Margao, with its office at T-3, Third Floor, Kamat Commercial, Opp. Hari Mandir, Margao-Goa, PAN - AAUFA4346H, comprising of its Partners (1) Mr. VIRENDRA VITHAL KAMAT, son of Mr. Vithal Jaganath Kamat, aged about 42 years, married, businessman; Indian national, residing at 4<sup>th</sup> Floor, Kamat Commercial, Opp. Hari Mandir, Margao, Goa, PAN - AAVPV1092N ; (2) Mr. RAMA DINANATH NAIK alias

  
Avrental

  
Rama Dinanath Naik

  
Alve

NAIK  
Rama Dinanath



RAJIV NAIK son of late Mr. Dinanath Rama Naik aged about 41 years, businessmen, married, Indian national, residing at Bombi House, E-74, Comba, Margao, Goa, PAN - ABDPN8835C ,and (3) Mr. AMIT VYANKATESH KAMAT son of Mr. Vyankatesh Kamat, aged about 40 years, bachelor, businessman, Indian National, resident of H-10, Saraswat Colony, Sitaladevi Temple Road, Mahim, Mumbai, PAN - AACPK7304F, hereinafter referred hereinafter referred to as the DEVELOPER of the SECOND PART;

AND

4. Mr. AJIT RAMNATH ALVE, son of late Mr. Ramnath Govind Alve, aged about 62 years, married, businessman, Indian National, PAN - ACSPA7925J and his wife;
5. Mrs. ANJALI AJIT ALVE, daughter of Shri Shridhar Mahadeo Shirodkar, aged about 58 years, married, housewife, Indian National, PAN - ACSPA7926M ,both residents of Francisco Luis Gomes Road, H. No. 1101, Margao, Salcete , Goa;
6. Mr. GOKULDAS RAMNATH ALVE, son of late Mr. Mr. Ramnath Govind Alve, aged about 64 years, married, businessman, Indian National, PAN - not taken and his wife;
7. Mrs. NAYAN GOKULDAS ALVE, daughter of Gokuldas Sridhar Verenkar , aged about 60 years, married, housewife, Indian National, PAN - not taken , both residents of H. No. 3 / 5742, Damodar Nagar, Behind Pearl building, , Fatorda, Margao, Goa ;

*[Signature]*  
*[Signature]*

*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*

hereinafter jointly referred to as the CONFIRMING PARTIES of the THIRD PART;

All parties hereto are Indian Nationals and each of the expressions VENDORS , DEVELOPER and CONFIRMING PARTIES herein used shall unless repugnant to the context and/or meaning thereof be deemed to include as well his/her/their/its heirs, legal representatives, partners, executors, administrators and assigns.

The Partner no. (3) of M/s AVR REALTY namely Mr. AMIT VYANKATESH KAMAT is being represented herein jointly, by the Partner no. (1) Mr. VIRENDRA VITHAL KAMAT and Partner no. (2) Mr. RAMA DINANATH NAIK alias RAJIV NAIK, of M/s AVR REALTY, by virtue of the Power of Attorney dated 16<sup>th</sup> November 2011 duly executed before the Notary Mr. Vilas Anant Naik with his office at Margao-Goa and registered under no. 6630 dated 16/11/2011.

WHEREAS there exists a Urban and Rustic Property known as "INDURBATA (1/8)" situated at Malbatta, Margao, Goa, and Parish of Margao, within the area and jurisdiction of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, wherein exists a dwelling house, and is described in the Land Registration Office of Salcete under no. 41734 of Book B 108 of new series, which property corresponds to 1/7<sup>th</sup> enrolled in the Matriz of Margao under no. 217, and surveyed under Chalta no. 172 of P.T.Sheet No. 253 of Margao City Survey. This property corresponds to an area of 905 square meters, as per the survey records. Hereinafter this property shall be referred to as the SAID PROPERTY for sake of brevity and is described in

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

the SCHEDULE hereinafter written. However the actual area is to be calculated between the parties by engaging the services of surveyor.

AND WHEREAS after the death of Shri Ramnath Govind Alve and his wife Janquibai Ramnath Alve inventory proceedings have been instituted in the Court of the II<sup>nd</sup> Addl Civil Judge, Senior Division at Margao bearing Inventory Proceedings No. 18910/75/II<sup>nd</sup> Addl;

AND WHEREAS in the above said Inventory proceedings the auction having been completed has reached the stage of preparing the Final Chart of Partition;

AND WHEREAS in the above said Inventory proceedings the Said Property described in the SCHEDULE has been auctioned jointly by three interested parties namely Mr. Ajit Alve, Gokuldas Alve the male CONFIRMING PARTIES and Siddesh Alve the male VENDOR herein for a total price of Rs. 4,00,00,000/- (Rupees four crores only) in equal proportions thereby each of them getting  $\frac{1}{3}^{\text{rd}}$  undivided rights in the said property;

AND WHEREAS the VENDORS are having  $\frac{1}{3}^{\text{rd}}$  undivided rights in the Said Property.

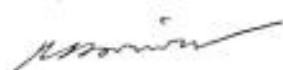
AND WHEREAS the VENDORS have to pay Rs. 1,19,24,702/- (Rupees one crore nineteen lakhs twenty four thousand seven hundred and two only) as their share of owelty money.

AND WHEREAS the VENDORS are falling short of finance of about Rs. 49,00,000/- (Rupees forty nine lakhs only) and has



Riverentay













approached the DEVELOPER for the said finance and the DEVELOPER has agreed to finance the VENDORS to the said amount of Rs. 49,00,000/- (Rupees forty nine lakhs only) provided the VENDORS agrees to sell/develop/exchange their 1/3<sup>rd</sup> undivided share in the Said Property for the purpose of development with the DEVELOPER;

AND WHEREAS the DEVELOPER has agreed with the VENDORS that he will negotiate with the CONFIRMING PARTIES, the other co-owners of the Said Property, to purchase/develop/exchange their un-divided share in the Said Property;

AND WHEREAS the DEVELOPER after verifying the title of the VENDORS relating to their 1/3<sup>rd</sup> un-divided rights in the said property and after being satisfied of the rights of the VENDORS have agreed to purchase/develop/exchange the Said Property more particularly described in the SCHEDULE.

AND WHEREAS the VENDORS have represented to the DEVELOPER that:

- a) Their 1/3<sup>rd</sup> un-divided share and the title towards the Said Property is clear, marketable, unencumbered and subsisting over the said property;
- b) That except for the finalization of the above mentioned Inventory Proceedings there is no litigation or any legal proceedings of whatsoever nature pending in respect of the Said Property.
- c) that the said property is not the subject matter of any notice/notification/ proceedings under the Land Acquisition Act and/or any other Act or requisition

*[Signature]*

*Bhaskar*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

received from the State or the Central Government or any local body or authority;

- d) that there are no Mundcars or Tenants claiming rights to the said property;
- e) there are no limitations of whatsoever nature to enter into any agreement-in respect of the Said Property, and
- f) that they have not agreed to sell or mortgage the same or any part thereof to any person or persons whomsoever.

AND WHEREAS the VENDORS have approached the DEVELOPER to develop/sell the said  $1/3^{rd}$  undivided share in the said property which is more particularly described in the SCHEDULE hereunder, and the VENDORS have agreed to sell their  $1/3^{rd}$  undivided share in the said property free from encumbrances, charges & liens, and the whole property described in the SCHEDULE is delineated in red colour lines in the plan annexed to this Deed for the total consideration of Rs. 1,33,33,333/- (Rupees one crore thirty three lakhs thirty three thousand three hundred and thirty three only), being its fair market value in the said locality;

AND WHEREAS the DEVELOPER has agreed to purchase/develop/exchange the said  $1/3^{rd}$  undivided share in the said property for the total consideration of Rs. 1,33,33,333/- (Rupees one crore thirty three lakhs thirty three thousand three hundred and thirty three only).

AND WHEREAS the VENDORS have agreed with the DEVELOPER that the value of the consideration to be paid shall be in cash and kind, and the premises to be allotted to

Attest

*Gallat*

*W. C.*

*Alive*

*W. C.*

*N. W. C.*  
*W. C.*

the VENDORS are not yet finalized for which a supplementary agreement shall be entered between the parties hereto.

NOW THEREFORE THIS AGREEMENT FOR SALE/EXCHANGE AND DEVELOPMENT WITNESSTH AS FOLLOWS:-

- 1- That the VENDORS have agreed to transfer unto the DEVELOPER their 1/3<sup>rd</sup> undivided rights in the said property own in red colour lines in the Plan annexed to this Deed more particularly described in SCHEDULE below mentioned for a total consideration of Rs. 1,33,33,333/- (Rupees one crore thirty three lakhs thirty three thousand three hundred and thirty three only).
- 2- That the DEVELOPER has agreed with the VENDORS that the value of the consideration to be paid shall be in cash and kind, the DEVELOPER shall allot the premises and hand over the possession of the same complete in all respects along with occupancy certificate, a supplementary agreement shall be entered between the parties hereto in respect of the premises to be allotted to the VENDORS by the DEVELOPER. The premises to be allotted, in the building, to the VENDORS together with the CONFIRMING PARTIES, who have jointly auctioned the said property, towards the sale/ exchange/ development of the said property, shall be in the ratio 40:60 of the total super built-up area, proportionately distributed on all floors of the building, where 40% of the total super built up area shall be allotted to the VENDORS together with the CONFIRMING PARTIES and the balance 60% to the DEVELOPER; The VENDORS are entitled to 1/3<sup>rd</sup> out of the above 40% which works out to 13.33% of the total super built-

*[Signature]*

*Freemical*

*[Signature]*

*[Signature]*

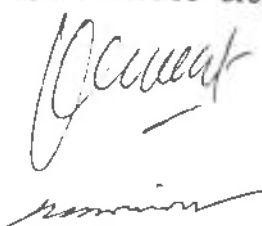
*[Signature]*



up area ; On account of the part of the value of consideration to the extent of Rs. 49,00,000/- (Rupees Forty Nine Lakhs only) being paid by the DEVELOPER in cash to the VENDORS , the DEVELOPER shall allot the premises to the VENDORS equivalent to 8.43% of the total super built up area towards the balance portion of Rs. 84,33,333/- (Rupees eighty four lakhs thirty three thousand three hundred thirty three only) payable to the VENDORS. The possession of the said premises to be allotted to the VENDORS shall be handed over to the DEVELOPER to the VENDORS complete in all respects within a period of 36 months from the date of this agreement or from the date of approval of plans which ever is later. Provided that the plans for construction are submitted for approval with the concerned authorities within a period of three months from the date of signing of this Agreement or after signing of the Agreement for development with, the CONFIRMING PARTIES, the other co-owners of the said property, or finalization of the inventory proceedings which ever is later. The Premises to be allotted by the DEVELOPER to the VENDOR is equivalent to 8.43% of the total super built up area, which admeasures 209.91 square metres, , proportionately distributed on all floors of the building, available to the said property, ; this is equivalent to the 1/3<sup>rd</sup> share of the VENDORS in the Said Property less value of consideration to the extent of Rs. 49,00,000/- (Rupees Forty Nine Lakhs only) being paid by the DEVELOPER in cash to the VENDORS; which is equivalent to the balance amount of Rs. 84,33,333/- (Rupees eighty four lakhs thirty three thousand three hundred thirty three only) payable to the VENDORS. The total super built up area of the building to be constructed in the Said Property is 2,489 square metres, free of F.A.R. like balconies, staircases, open terrace etc., and shall conform



Amir




2/10/14  
10/10/14



strictly to the plans and the specifications shall be as per the standard materials used for construction of ISI brand. However the total super built up area to be constructed in the Said Property might change as per the approved plans and 8.43% shall be calculated as per total super built-up area of such approved plan..

3- That out of the said sum of Rs. 1,33,33,333/- (Rupees one crore thirty three lakhs thirty three thousand three hundred thirty three only) the DEVELOPER shall pay the sum of Rs. 49,00,000/- (Rupees forty nine lakhs only) to the VENDORS at the time of execution of this Agreement and the VENDORS shall make arrangements to deposit the same in the court towards the owelty money payable in auction in the above referred inventory proceedings, which is payable by the VENDORS the receipt of which sum the VENDORS do hereby admit and acknowledge and the balance of Rs. 84,33,333/- (Rupees eighty four lakhs thirty three thousand three hundred thirty three only) shall be adjusted by the DEVELOPER by allotting premises to the VENDORS to be constructed in the building in the Said Property for which a supplementary agreement shall be executed between the parties as regards the premises to be allotted.

4- It is the sole responsibility of the DEVELOPER to obtain all the conversions, licenses, permissions and approvals at his own cost and if the permissions and licenses hereto submitted are required to be renewed then the DEVELOPER shall prepare necessary applications and the plan as may be required at the cost of the DEVELOPER.

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*  
NARE  
[Signature]

*[Signature]*

*[Signature]*

5- That the DEVELOPER is not entitled to assign or transfer the rights of the VENDORS to any other person or party or Company and the DEVELOPER shall endeavour to complete the project at the earliest and do the construction in the said property on his own. If the DEVELOPER is unable to or fail to give possession of the premises to be constructed by the DEVELOPER in the said property described in the SCHEDULE hereinafter appearing to the VENDORS then in such case the VENDORS shall be entitled to give notice to the DEVELOPER in which event, the DEVELOPER shall, within four weeks from the receipt of such notice, pay to the VENDOR simple interest @ 10 % p.a. on the amount of Rs. 84,33,333/- (Rupees eighty four lakhs thirty three thousand three hundred thirty three only). However if the DEVELOPER fails to start the construction of the building in the said property after obtaining all the clearances or within the period of six months after the conclusion of the Inventory proceedings which ever is later, than the VENDORS shall be entitled to give notice to the DEVELOPER terminating this agreement. The DEVELOPER shall also pay to the VENDORS a sum of Rs. 500/- (Rupees five hundred only) per day as liquidated damages in respect of such termination. The VENDORS on such termination shall within a period of four weeks refund the said sum of Rs. 39,00,000/- (Rupees thirty nine lakhs only) after deducting a sum of Rs. 10,00,000/- (Rupees ten lakhs only) as damages.

6- However the DEVELOPER shall not incur any liability if they are unable to deliver possession of the said premises by the date stipulated above, if the completion of the scheme is delayed by reasons of non availability of steel, sand, cement, and other building materials, water supply, and/or electric

*[Signature]*

*Reference*

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

power or by reasons of war, civil disturbance, or any acts of God or hindrance to the work of execution of sub-soil portion of the the project due to high water table level of the sub-soil or if non delivery of possession is as a result of any notice, order or rule, or notification of the Government and/or any other public or local authority or for other reasons beyond the control of the DEVELOPER and any of the aforesaid events, the DEVELOPER shall be entitled reasonable extension of time for delivery and possession.

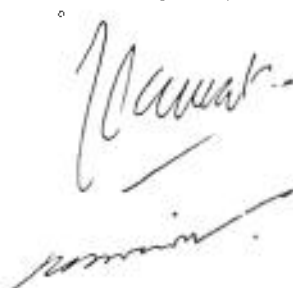
7- Upon possession of the premises being delivered to the VENDORS they shall be entitled to use and occupy or sell the Said Premises. Upon the VENDORS taking possession of the premises they shall have no claim against the DEVELOPER in respect of any item of work in the premises which may be alleged not to have been carried out or completed. Cracks to the plaster/dampness in external walls shall not be considered as defect in work unless the Architect of the DEVELOPER opines otherwise. However such defects shall be repaired by the DEVELOPER to the satisfaction of the VENDOR.

8- That the DEVELOPER is entitled to put up a building Scheme in the land agreed to be sold by the VENDORS or the Said Property described in the SCHEDULE herein after appearing; provided it does not in any way affect or prejudice the rights of the VENDORS and the DEVELOPER shall be at liberty to sell assign, transfer, and or otherwise deal with the right, title, and interest in the said Building Scheme.

9- The VENDORS shall be bound to sign all the papers and documents and do all the acts, deeds, things, and matters, as the DEVELOPER may require from time to time in



Resentay





this behalf for safeguarding, inter alia, the interests of the VENDORS and the DEVELOPER.

10- The VENDORS on the date of signing the present Agreement notify to the DEVELOPER where any letters, reminders, notices, documents, papers, etc., are to be served to them. The VENDORS shall also, from time to time, notify any change in their addresses. Any letter sent to the VENDORS at their notified addresses or at their changed address by Registered Post A.D. or under certificate of posting shall be deemed to have been lawfully served on the VENDORS.

11- The VENDORS shall execute an irrevocable power of attorney in favour of the DEVELOPER.

12- The CONFIRMING PARTIES hereby agree to sell / develop / exchange their remaining  $2/3^{\text{rd}}$  un-divided share in the said property to the DEVELOPER.

13- If at any time the floor area ratio presently applicable to the Said Plot is increased, such increase shall be for the benefit of both the parties and the VENDORS and CONFIRMING PARTIES together shall be entitled for 40 % of such increased super built up area ; the share of the VENDORS to be calculated on  $1/3^{\text{rd}}$  basis of this 40% of such increased super built-up area ; which amounts to 13.33% of which 8.43% will go to the VENDORS and 4.9% will go to the DEVELOPER as agreed upon.

14- Upon completion of the respective Building/s the VENDORS shall execute the conveyance/deed of exchange in

*[Signature]*

*Aravind*

*[Signature]*

*[Signature]*

*[Signature]*

*NAY*

*for Aravind*

*[Signature]*

respect of the premises to be constructed in the Said Property either by themselves or along with the other co-owners of the Said Property and the corresponding undivided portion of the said property, in proportion to the super built up area of their respective premises, and if need be the DEVELOPER or any of his nominees shall come forward to sign any such Deed of Conveyance or any other document as and when required.

15-a. Any taxes, charges, or outgoing levied by the Municipality, or any other competent authority and electricity and water charges, exclusively pertaining to the Said Premises to be allotted to the VENDORS shall be borne by the VENDORS from the date of the delivery of possession of the said premises.

in the event of the amount by way of premium, security deposits, betterment charges, development taxes, ~~water~~ ~~tax~~ as applicable, electricity meter deposit, ~~service~~ ~~tax~~ or any other taxes or payments of similar nature ~~whether~~ for the purpose of giving water connection or otherwise becoming payable shall be paid by the VENDORS on the premises to be allotted to the VENDORS. The VENDORS shall also be liable to pay to the DEVELOPER 10 years maintenance deposit on each of the premises to be allotted to the VENDORS

16- The VENDORS under no circumstances shall block the open spaces viz., the passages, and the staircase in the said building/s in which the premises are to be allotted to the VENDORS. Likewise the internal excess roads in the said Building scheme shall always be kept open and unobstructed.

General - ~~W. B. B.~~  
 Admin. - ~~Alce~~

von  
Kopulas ~~Abg.~~

Frank

17-. All costs, charges, expenses including stamp duty, registration charges and any other expenses in connection with the preparation, execution and registration of the deed, deeds of conveyance or for the formation of the entity or society shall be borne by the premises-holders in such proportion as may be decided by the DEVELOPER.

18-. In case an Association or the co-operative society of the occupants or the Maintenance Society in respect of the premises to be allotted to the VENDORS for the future maintenance, repairs of the building/s, where the premises are being allotted to the VENDORS then the VENDORS shall co-operate in forming such co-operative society or association and also be the member of the same and help in raising the sinking fund and or the maintenance of the building in respect of sewage, drainage, external painting and/or any other structural maintenance required to be done to the Building/s.

19. The DEVELOPER has agreed that, pending the formation of Association of the owners of the premises, or the maintenance society in respect of the premises to be constructed in the Said Property the DEVELOPER shall manage and maintain the common portions and amenities from the maintenance charges collected from the premises holders.

20- It shall be the sole responsibility of the DEVELOPER to obtain the necessary connection of electricity or water connection in respect of the said premises to be allotted by the DEVELOPER to the VENDORS and any deposit/s which are paid by the DEVELOPER in this regard to the concerned-

PER in this regard to the concerned-

Galant Moore

Alba

NAME  
of Author

Shy

department shall be reimbursed by the VENDORS to the DEVELOPER.

21- If any complaint is filed before the consumer forum or any other body, authority or the civil court by any prospective purchaser for non execution of work properly or for damages, or any other litigation in connection with the construction of the building or connected with the building then the DEVELOPER shall be solely liable for the same.

22- The CONFIRMING PARTIES hereby give their consent for the execution of this present agreement.

23- That till date the plans as regarding the building scheme are not yet drawn and approved and hence the premises to be allotted to the VENDORS shall be as per the approved plans for which the parties hereto agree to sign an ADDENDUM or SUPPLEMENTARY to the present Agreement. However on approval of the plan by the concerned authorities the DEVELOPER shall furnish a true copy of the approved plan/s and other licences to the VENDORS within a week.

24- That the VENDORS shall not deliver the possession of the  $1/3^{\text{rd}}$  undivided share in the Said property to the DEVELOPER for use and occupation of the DEVELOPER under this Agreement nor the same is secured under this Agreement and the same shall be delivered by executing a separate document or Deed of Conveyance when the DEVELOPER enters into an Agreement with the CONFIRMING PARTIES for the sale / develop / exchange of the remaining  $2/3^{\text{rd}}$  un-divided share in the Said Property and the VENDORS shall co-operate with the DEVELOPER to

*[Signature]*

*Burekay*

*[Signature]*

*ALL*

*WALL*

*[Signature]*



execute the Sale Deed or any other conveyance in respect of the Said property.

SCHEDULE  
HEREIN ABOVE REFERRED TO  
(Said Property)

Urban and Rustic Property known as "INDURBATA (1/8)" situated at Malbatta, Margao, Goa, and Parish of Margao, within the area and jurisdiction of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, wherein exists a dwelling house, and is described in the Land Registration Office of Salcete under no. 41734 of Book B 103 of new series, which property corresponds to 17<sup>th</sup> enrolled in the Matriz of Margao under no. 217, and surveyed under Chalta no. 172 of P.T. Sheet No. 253 of Margao City Survey and bounded on the (East and North by the property of the same denomination of Domingos Roque de Souza, and now by municipal road) on (the West by "Valado"/bund of the property of the heirs of Visnum Poi Raiturcar) and now by Chalta no. 380, 319, 171 of P.T. Sheet no. 253, and Chalta no. 378, 382 of P. T. Sheet no. 253 and on the (South by the property of the same denomination of the said Domingos Roque de Souza and by the property of Gregorio Santana Pereira) and now by Chalta no. 188, 189 of P.T. Sheet no. 253 and Chalta no. 173 and 175 of P.T. Sheet no. 253. This property corresponds to an area of 905 square meters, as per the survey records.

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.

*[Signature]*

*Beverca*

*[Signature]*  
*commin*

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

SIGNED, AFFIXED finger  
Impressions & DELIVERED by  
Mr. SIDDESH LAXIMIKANT  
ALVE for the within named "the  
VENDORS"  
PHOTOGRAPH AFFIXED HERETO

(Mr. SIDDESH LAXIMIKANT  
ALVE)



Left Hand finger prints



Right Hand finger prints

*[Signature]*  
Bverentay

*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
Name  
A. S. Q. S. S. S.

SIGNED, AFFIXED finger  
Impressions & DELIVERED by  
Mrs. PURVA SIDDESH  
ALVE for the within named "the  
VENDORS"  
PHOTOGRAPH AFFIXED HERETO

Purva  
Mrs. PURVA SIDDESH  
ALVE)



Left Hand finger prints



Right Hand finger prints

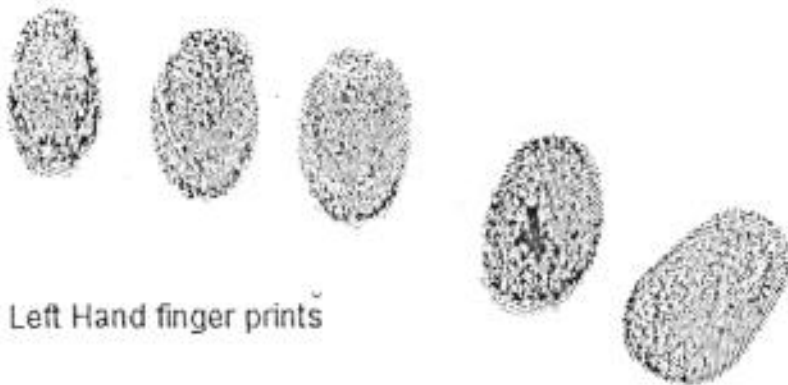
Purva

Purva  
Alve

NALVE  
Purva

SIGNED AFFIXED finger  
Impressions AND DELIVERED  
BY THE WITHIN NAMED  
DEVELOPER M/s AVR REALTY  
Represented by ITS PARTNER  
Mr. VIRENDRA VITHAL KAMAT  
for self and as constituted  
attorney for the partner Mr.  
AMIT VYANKATESH KAMAT  
PHOTOGRAPH AFFIXED HERETO

(Mr. VIRENDRA VITHAL  
KAMAT For self and as  
attorney of Mr. AMIT  
VYANKATESH KAMAT)



Left Hand finger prints



Right Hand finger prints

*[Signature]*  
Averancy

*[Signature]*  
Averancy

*[Signature]*  
Averancy

*[Signature]*

SIGNED AFFIXED finger  
Impressions AND DELIVERED  
BY THE WITHIN NAMED  
DEVELOPER M/s AVR REALTY .

Represented by ITS PARTNER  
Mr. RAMA DINANATH NAIK

for self and as constituted  
attorney for the partner Mr.  
AMIT VYANKATESH KAMAT  
PHOTOGRAPH AFFIXED HERETO

*Rama Dinanath Naik*

(Mr. RAMA DINANATH NAIK

For self and as attorney of Mr.  
AMIT VYANKATESH KAMAT)



Left Hand finger prints



Right Hand finger prints

*[Signature]*

*Averancy*

*[Signature]*  
*[Signature]*

*[Signature]* *[Signature]*

*[Signature]*  
*[Signature]*

SIGNED, AFFIXED finger  
Impressions & DELIVERED by  
Mr. AJIT RAMNATH ALVE  
for the within named "the  
CONFIRMING PARTIES"  
PHOTOGRAPH AFFIXED HERETO

(Mr. AJIT RAMNATH ALVE)



Left Hand finger prints



Right Hand finger prints

*[Signature]*

*Alexander*

*[Signature]*

*Alve*

*Alve*

*Alve*

*NAY*

*Asst. Secy*

*[Signature]*

SIGNED, AFFIXED finger  
Impressions & DELIVERED by  
Mrs. ANJALI AJIT ALVE

for the within named, "the  
CONFIRMING PARTIES"

PHOTOGRAPH AFFIXED HERETO

Mrs. Anjali Ajit Alve

(Mrs. ANJALI AJIT ALVE)



Left Hand finger prints



Right Hand finger prints

*[Signature]*

*Prerentay*

*[Signature]*  
*Alve*

*Alve*

*Alve*  
*Alve*

*[Signature]*

SIGNED, AFFIXED finger  
Impressions & DELIVERED by  
Mrs. NAYAN GOKULDAS ALVE  
for the within named "the  
CONFIRMING PARTIES"  
PHOTOGRAPH AFFIXED HERETO

Nayan G. Alve  
(Mrs. NAYAN GOKULDAS  
ALVE)



Left Hand finger prints



Right Hand finger prints

WITNESSES: -

1. Balkrishna Savant

2. \_\_\_\_\_




Balcrancy

Alve




Alve






e , D/o. Sridhar M. Xete Shirodkar , Married, Indian, age 58 Years, House-Wife, r/o Francisco Luis  
gao, Salcete - Goa

Photo	Thumb Impression	Signature
		




math Alve, S/o. Late Ramnath Govind Alve, Married, Indian, age 64  
Hno. 3/5742, Damodar Nagar, Behind Pearl Bldg, Fatorda, Margao, Goa

Photo	Thumb Impression	Signature
		

as Alve, D/o. Gokuldas Sridhar Verenkar, Married, Indian, age 60 Years, House-  
42, Damodar Nagar, Behind Pearl Bldg, Fatorda, Margao, Goa

Photo	Thumb Impression	Signature
		




al Kamat, S/o. Vithal Jagannath Kamat, Married, Indian, age 42 Years, Business, r/o 4th Floor,  
elbhat, Margao Goa. Forself as the Partner of M/s. AVR Realty at Margao, Goa. & as the POA  
vide POA dtd: 16/11/2011 executed before Notary Vilas Anant Naik, Reg No. 6630/2011

Photo	Thumb Impression	Signature
		



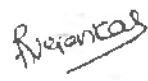
iv Dinanath Naik, s/o. late Dinanth Rama Naik, Married, Indian, age 39 Years, Business, r/o  
A, Comba, Margao Goa. Forself as the Partner of M/s. AVR Realty at Margao, Goa. & as the POA  
vide POA dtd: 16/11/2011 executed before Notary Vilas Anant Naik, Reg No. 6630/2011

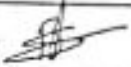
Photo	Thumb Impression	Signature
		

Alve, S/o.Late Laxmikant Alve, Married,Indian,age 33 Years,Business,r/oHno.828F,Plot  
w Valley,Mugalli,San Jose De Areal,Salcete,Goa.

	Thumb Impression	Signature
		


D/o.Anand Shet Verenkar, Married,Indian,age 29 Years,Service,r/oHno.828F,Plot  
w Valley,Mugalli,San Jose De Areal,Salcete,Goa.

	Thumb Impression	Signature
		

Witness Details	Signature
At Sawant , S/o.Jaiwant Sawant,Married,Indian,age 31 R/o.Margao,Goa.	

  
Sub-Registrar  
SALCETE

Book-1 Document  
Registration Number MGO-BK1-06346-2011  
CD Number MGD56 on  
Date 01-12-2011

  
**SUB-REGISTRAR**  
Sub-Registrar (Salsetta/Margao)

37

39

23

A

Mr. Moulhcy



Developed by C-DAC, ACTS, Pune

FOR CITIZEN CREDIT  
CO-OP BANK LTD

AUTHORISED SIGNATORY

(Rupees Two Lakh Sixty Six Thousand Seven Hundred only)

Name of Purchaser: M/S A V A Realty

(2)



Ritesh R. Riwankar

R.R.R.

AGREEMENT FOR SALE/EXCHANGE AND DEVELOPMENT  
WITHOUT POSSESSION

14/11/2014

14/11/2014

14/11/2014

14/11/2014

Nayan G. Alve

THIS AGREEMENT OF SALE/EXCHANGE AND  
DEVELOPMENT is made at Margao on this 04<sup>th</sup> day of May  
2012

*[Signature]*  
BETWEEN

*[Signature]*  
G. ALVE  
Nayan G. ALVE

*[Signature]*

- 1 Mr. GOKULDAS RAMNATH ALVE aged about 64 years, son of late Shri Ramnath Govind Alve, married businessman, Indian National, PAN – AWPXA18316, and his wife,
- 2 Mrs. NAYAN GOKULDAS ALVE daughter of Mr. Gokuldas Shridhar Xete Verenkar, aged 62 years, married, housewife, Indian national, PAN – AXAPA2636D, both residents of H No. 3/5742, Damodar Nagar, Fatorda, Margao, Salcete, Goa,
- 3 Shri AJIT RAMNATH ALVE, aged about 62 years, son of Late Shri Ramnath Govind Alve, businessman, Indian National, PAN ACSPA7925J and his wife,
- 4 Smt. ANJALI AJIT ALVE, daughter of Late Sridhar M. Xete Shirodkar, aged 58 years, house wife, Indian National, PAN – ACSPA7926M both residents of Francisco Luis Gomes Road, Margao, Salcete, Goa, hereinafter jointly referred to as "the VENDORS" (which expression, unless repugnant to the context or meaning thereof, shall mean and include his/her heirs, legal representatives, administrators, executors and assigns) of the FIRST PART.

*[Signature]*  
ALVE

*[Signature]*

*[Signature]*

*[Signature]*  
Nayan G. ALVE

AND

- 5 M/s AVR REALTY a Partnership Firm, duly constituted under the Indian Partnership Act, 1932, and registered with the Registrar of Firms, at Margao, with its office at T-3, Third Floor, Kamal Commercial, Opp. Hari Mandir Margao-Goa having PAN - AAUFA4346H, comprising of its Partners (1) Mr VIRENDRA VITHAL KAMAT, son of Mr Vithal Jaganath Kamat aged about 42 years, married, businessman, Indian national, residing at Kamal Commercial Opposite Hari Mandir, Margao, Goa PAN - AAVPV1092N, (2) Mr. RAMA DINANATH NAIK alias RAJIV DINANATH NAIK son of late Mr. Dinanath Rama Naik aged about 41 years, businessmen, married, Indian national, residing at Bombi House E-74 Comba, Margao, Goa PAN - ABDPN8835C, and (3) Mr AMIT VYANKATESH KAMAT son of Mr Vyankatesh Kamat, aged about 40 years bachelor, businessman, Indian National, resident of H-10, Saraswat Colony Sitaladevi Temple Road, Mahim, Mumbai PAN - AACPK7304F hereinafter referred hereinafter referred to as the DEVELOPER of the SECOND PART.

All parties hereto are Indian Nationals and each of the expressions VENDORS and DEVELOPER herein used shall unless repugnant to the context and/or meaning thereof be deemed to include as well his/her/their/its heirs, legal representatives, partners, executors, administrators and assigns.

The Partner no (3) of M/s AVR REALTY namely Mr AMIT

*Handwritten signatures and notes:*  
M. L. ...  
H. L. ...  
Rajiv G. D. N. E.

*Handwritten signature:*  
Rajiv

*Handwritten signature:*  
Rajiv

-4-

*[Handwritten signature]*

AND WHEREAS in the above said Inventory proceedings the

Said Property described in the SCHEDULE has been auctioned and purchased jointly by three interested parties namely Mr. Ajit Alve, Gokuldas Alve and Siddesh Alve for a total price of Rs 4,00,00,000/- (Rupees four crores only) in equal proportions thereby each of them getting  $1/3^{\text{rd}}$  undivided rights in the said property.

AND WHEREAS the VENDORS are having  $2/3^{\text{rd}}$  undivided rights in the Said Property

AND WHEREAS the  $1/3^{\text{rd}}$  share of each of the parties Mr. Ajit Alve, Mr. Gokuldas Alve and Mr. Siddesh Alve in the said property is Rs 1,33,33,333/- (Rupees one crore thirty three lakhs thirty three thousand three hundred and thirty three only)

AND WHEREAS the individual share of the VENDOR No. 1 and 2 and VENDOR No. 3 and 4 in the estate of Ramnath and Janquibai the late parents of the VENDOR no. 1 and 3 is Rs 84,51,784/- and the Said Property was auctioned in the above referred Inventory Proceedings by the male VENDOR Gokuldas and Ajit of the value of Rs 1,33,33,333/- (Rupees one crore thirty three lakhs thirty three thousand three hundred and thirty three only) each

AND WHEREAS the VENDORS No. 1 and 2 had to pay owelty money (deposit in the court) to the other interested parties in the said inventory Proceedings of an amount of Rs 48,81,549/- (Rupees forty eight lakhs eighty one thousand five hundred and forty nine only)

AND WHEREAS the VENDORS No. 1 and 2 were unable to

*Handwritten:* Gokuldas Alve  
Nayan G Alve

*Handwritten signature*

*Handwritten signature*



arrange for the payment of owelty money of Rs. 48,81,549/- (Rupees forty eight lakhs eighty one thousand five hundred forty nine only) and as such have approached the VENDORS No. 3 and 4 to arrange for the said owelty money of Rs. 48,81,549/- (Rupees forty eight lakhs eighty one thousand five hundred forty nine only) and the VENDOR No. 3 and 4 has deposited the said owelty money in the court in the name of the VENDORS of the said amount of Rs. 48,81,549/- (Rupees forty eight lakhs eighty one thousand five hundred forty nine only) on behalf of the VENDORS No. 1 and 2.

AND WHEREAS the VENDORS have approached the PURCHASER to purchase their said  $2/3^{\text{rd}}$  undivided share in the said property which is more particularly described in the SCHEDULE hereunder, and the PURCHASER has agreed to purchase their  $2/3^{\text{rd}}$  undivided share in the said property free from encumbrances, charges & liens, and the whole property described in the SCHEDULE is delineated in red colour lines in the plan annexed to this Deed for the total consideration of Rs. 2,66,66,666/- (Rupees two crores sixty six lakhs sixty six thousand six hundred sixty six only), being its fair market value in the said locality;

AND WHEREAS the PURCHASER being satisfied of the rights

M. C. C.  
 R. H. P.  
 20/10/2016  
 20/10/2016  
 20/10/2016

[Signature]  
 [Signature]

7

of the VENDORS has agreed to purchase the 2/3<sup>rd</sup> undivided rights of the VENDORS in the Said Property more particularly described in the SCHEDULE for the total consideration of Rs. 2,66,66,666/- (Rupees two crores sixty six lakhs sixty six thousand six hundred sixty six only), as their share in the estate of their deceased parents/parents-in-law.

AND WHEREAS the DEVELOPER has already entered into an Agreement with the owners of 1/3<sup>rd</sup> un-divided share in the Said Property; namely Mr. SIDDESH LAXIMIKANT ALVE, and his wife Mrs. PURVA SIDDESH ALVE alias PURVA ANAND SHET VERENKAR, with VENDORS Nos. 1, 2 ; 3, 4 as Confirming Party which Agreement is duly registered in the office of the sub-Registrar of Salcete at Margao under Book No. 1, MGO - BK1-06346 - 2011, CD Number MGOD56 on dated 01-12-2011.

AND WHEREAS the DEVELOPER after verifying the title of the VENDORS relating to their 2/3<sup>rd</sup> un-divided rights in the said property and after being satisfied of the rights of the VENDORS have agreed to purchase/develop/exchange the Said Property more particularly described in the SCHEDULE.

AND WHEREAS the VENDORS have represented to the DEVELOPER that:

- a) Their 2/3<sup>rd</sup> un-divided share and the title towards the Said Property is clear, marketable, unencumbered and subsisting over the said property;

*Handwritten signature*

*Handwritten signature*  
Nayan O. Alve

*Handwritten signature*

*Handwritten signature*

- b) That there is no litigation or any legal proceedings of whatsoever nature pending in respect of the Said Property.
- c) that the said property is not the subject matter of any notice/notification/ proceedings under the Land Acquisition Act and/or any other Act or requisition received from the State or the Central Government or any local body or authority;
- d) that there are no Mundcars or Tenants claiming rights to the said property;
- e) there are no limitations of whatsoever nature to enter into any agreement in respect of the Said Property; and
- f) that they have not agreed to sell or mortgage the same or any part thereof to any person or persons whomsoever.
- g) That there is no notification issued so far by the government for acquisition of the said property or any part thereof

AND WHEREAS the VENDORS have approached the DEVELOPER to develop/sell/exchange the said 2/3<sup>rd</sup> undivided share in the said property which is more particularly described in the SCHEDULE hereunder, and the VENDORS have agreed to sell their 2/3<sup>rd</sup> undivided share in the said property free from encumbrances, charges & liens, and the whole property described in the SCHEDULE is delineated in red colour lines in the plan annexed to this Deed for the total consideration of Rs. 2,66,66,666/- (Rupees two crores sixty six lakhs sixty six thousand six hundred sixty six only), being its fair market value in the said locality;

AND WHEREAS the members no 3 & 4 of the VENDORS are residing in the said property and conducting their business, and

*Handwritten signatures and notes:*  
 1. *At the*  
 2. *At the*  
 3. *At the*  
 4. *At the*  
 5. *At the*  
 6. *At the*  
 7. *At the*  
 8. *At the*  
 9. *At the*  
 10. *At the*  
 11. *At the*  
 12. *At the*  
 13. *At the*  
 14. *At the*  
 15. *At the*  
 16. *At the*  
 17. *At the*  
 18. *At the*  
 19. *At the*  
 20. *At the*  
 21. *At the*  
 22. *At the*  
 23. *At the*  
 24. *At the*  
 25. *At the*  
 26. *At the*  
 27. *At the*  
 28. *At the*  
 29. *At the*  
 30. *At the*  
 31. *At the*  
 32. *At the*  
 33. *At the*  
 34. *At the*  
 35. *At the*  
 36. *At the*  
 37. *At the*  
 38. *At the*  
 39. *At the*  
 40. *At the*  
 41. *At the*  
 42. *At the*  
 43. *At the*  
 44. *At the*  
 45. *At the*  
 46. *At the*  
 47. *At the*  
 48. *At the*  
 49. *At the*  
 50. *At the*  
 51. *At the*  
 52. *At the*  
 53. *At the*  
 54. *At the*  
 55. *At the*  
 56. *At the*  
 57. *At the*  
 58. *At the*  
 59. *At the*  
 60. *At the*  
 61. *At the*  
 62. *At the*  
 63. *At the*  
 64. *At the*  
 65. *At the*  
 66. *At the*  
 67. *At the*  
 68. *At the*  
 69. *At the*  
 70. *At the*  
 71. *At the*  
 72. *At the*  
 73. *At the*  
 74. *At the*  
 75. *At the*  
 76. *At the*  
 77. *At the*  
 78. *At the*  
 79. *At the*  
 80. *At the*  
 81. *At the*  
 82. *At the*  
 83. *At the*  
 84. *At the*  
 85. *At the*  
 86. *At the*  
 87. *At the*  
 88. *At the*  
 89. *At the*  
 90. *At the*  
 91. *At the*  
 92. *At the*  
 93. *At the*  
 94. *At the*  
 95. *At the*  
 96. *At the*  
 97. *At the*  
 98. *At the*  
 99. *At the*  
 100. *At the*

*Handwritten signature*

*Handwritten signature*

as requested by the DEVELOPER, the said members no 3 and 4 of the VENDORS have agreed to vacate the premises of their residence and business and business from the said property. The DEVELOPERS have agreed to provide a residential accommodation on leave & license basis to the said members no 3 and 4 of the VENDORS till the date of obtaining Occupancy Certificate for the Premises to be constructed by the DEVELOPERS for the said members no 3 and 4 of the VENDORS in the Said Property.

AND WHEREAS the DEVELOPER has agreed to purchase/develop/exchange the said  $2/3^{\text{rd}}$  undivided share in the said property for the total consideration of Rs. 2,66,66,666/- (Rupees two crores sixty six lakhs sixty six thousand six hundred sixty six only).

AND WHEREAS the VENDORS have agreed with the DEVELOPER that the value of the consideration to be paid shall be in kind, and the premises to be allotted to the VENDORS are not yet finalized for which a supplementary agreement shall be entered between the parties hereto if need be after due approval of plans by the concerned licensing authorities.

NOW THEREFORE THIS AGREEMENT FOR SALE/EXCHANGE AND DEVELOPMENT WITNESSTH AS FOLLOWS:-

1- That the VENDORS have agreed to transfer unto the DEVELOPER their  $2/3^{\text{rd}}$  undivided rights in the said property more particularly described in SCHEDULE below mentioned for

MA - 6.11

ALL

*[Signature]*

*[Signature]*

MA - 6.11  
ALL

a total consideration of Rs. 2,66,66,666/- (Rupees two crores sixty six lakhs sixty six thousand six hundred sixty six only).

2- That the DEVELOPER has agreed with the VENDORS that the value of the consideration to be paid shall be in kind, the DEVELOPER shall allot the premises and hand over the possession of the same complete in all respects along with occupancy certificate, a supplementary agreement shall be entered between the parties hereto in respect of the premises to be allotted to the VENDORS by the DEVELOPER. The premises to be allotted to the VENDORS, together with the other coowner Mr. SIDDESH LAXIMIKANT ALVE, shall be in the ratio 40:60 of the total super built-up area, proportionately distributed on all the floors of the building (payable to the VENDORS i.e.) where 40% of the total super built up area shall be allotted to the VENDORS together with the other coowner Mr. SIDDESH LAXIMIKANT ALVE, and 60% of the total super built up area to the DEVELOPER. The VENDORS are entitled to  $\frac{2}{3}^{\text{rd}}$  out of the above 40% which works out to 26.66% of the total super built-up area; 13.33% to the VENDORS Nos. 1 and 2; and 13.33% to the VENDORS Nos. 3 and 4. On account of the fact that the VENDORS No. 3 and 4 have paid for the owelty money to the extent of Rs. 48,81,549/- (Rupees forty eight lakhs eighty one thousand five hundred forty nine only) of the VENDORS No. 1 and 2, the DEVELOPER shall allot the premises to the VENDORS Nos. 1 and 2 as area equivalent to 8.43% of the total super built up area towards the amount of Rs. 84,51,784/- (Rupees eighty four lakhs fifty one thousand seven hundred eighty four only), and the DEVELOPER shall allot the premises to the

14- E-11

*[Signature]*

*[Signature]*

*[Handwritten notes and signatures]*

VENDORS Nos. 3 and 4 equivalent to 18.24% of the total super built up area towards the amount of Rs. 1,82,14,882/- (Rupees One crore eighty two lakhs fourteen thousand eight hundred eighty two only); The possession of the said premises to be allotted to the VENDORS shall be handed over by the DEVELOPER to the VENDORS complete in all respects within a period of 36 months from the date of this agreement or from the date of approval of plans which ever is later. Provided that the plans for construction are submitted for approval with the concerned authorities within a period of three months from the date of signing of this Agreement. The Premises to be allotted by the DEVELOPER to the VENDORS is equivalent to 8.43% to the VENDORS No. 1 and 2 and 18.24% to the VENDORS No. 3 and 4 of the total super built up area which admeasures 209.82 square metres, and 453.91 square metres respectively, proportionately distributed on all the floors of the building, to VENDORS No. 3 and 4 and on the ground floor, first floor, fourth floor and fifth floor to the VENDORS No. 1 and 2. However the share of the VENDORS Nos. 1 and 2 is arrived at 8.43 % of the total super built up area considering the fact that the VENDORS No. 3 and 4 have paid for the owelty money of the VENDORS No. 1 and 2 and accordingly the share of the VENDORS No. 3 and 4 in the super built up area has increased to 18.24% of the total super built up area. The total super built up area of the building to be constructed in the Said Property is 2,489 square metres, free of F.A.R. like balconies, staircases, open terrace etc., and shall conform strictly to the plans and the specifications shall be as per the standard materials used for construction of ISI brand. However the total super built up area to be constructed in the Said Property might change as per the approved plans and 26.66% shall be

Wt. to

1.82,14,882/-

day GAVE

*[Signature]*

*[Signature]*

calculated as per total super built-up area of such approved plan.

3- That time being the calculations of the super built up area to be allotted to the VENDORS on every floor by the DEVELOPER works out as per the following chart:

For VENDORS No. 1 and 2

Sr. No.	Floor	Percentage on every floor	Super built up area on each floor
1.	Ground	8.43%	25.46 sq. mts.
2.	First	8.43%	30.73 sq. mts.
3.	Second	8.43%	30.73 sq. mts.
4.	Third	8.43%	30.73 sq. mts.
5.	Fourth	8.43%	30.73 sq. mts.
6.	Fifth	8.43%	30.73 sq. mts.
7.	Sixth	8.43%	30.73 sq. mts.
8.	Seventh		
Total			209.82 sq. mts.

However the VENDOR no.1 and 2 have opted for the following allocation which is as follows

Sr. No.	Floor	Super built up area on each floor
1.	Ground	25.46 sq. mts.
2.	First	30.73 sq. mts.
3.	Fourth	53.63 sq. mts.
4.	Fifth	100.00 sq. mts.
Total		209.82 sq. mts.

For VENDORS No. 3 and 4

Sr. No.	Floor	Percentage on every floor	Super built up area on each floor
1.	Ground	18.24%	55.07 sq. mts.
2.	First	18.24%	66.47 sq. mts.
3.	Second	18.24%	66.47 sq. mts.

H. for  
M. H. C.  
G. O. M.

*[Signature]*

*[Signature]*

4.	Third	18.24%	66.47 sq. mts
5.	Fourth	18.24%	66.47 sq. mts
6.	Fifth	18.24%	66.47 sq. mts
7.	Sixth	18.24%	66.47 sq. mts
8.	Seventh	.	
Total			453.91 sq. mts

4- It is the sole responsibility of the DEVELOPER to obtain all the conversions, licenses, permissions and approvals at his own cost and if the permissions and licenses hereto submitted are required to be renewed then the DEVELOPER shall prepare necessary applications and the plan as may be required at the cost of the DEVELOPER.

5- That the DEVELOPER is not entitled to assign or transfer the rights of the VENDORS to any other person or party or Company and the DEVELOPER shall endeavour to complete the project at the earliest and do the construction in the said property on his own. If the DEVELOPER is unable to or fail to give possession of the premises to be constructed by the DEVELOPER to the PURCHASERS in the said property described in the SCHEDULE hereinafter appearing to the VENDORS then in such case the VENDORS shall be entitled to give notice to the DEVELOPER in which event, the DEVELOPER shall, within four weeks from the receipt of such notice, pay to the VENDOR simple interest @ 10 % p.a. on the amount of Rs. 2,66,66,666/- (Rupees two crores sixty six lakhs sixty six thousand six hundred sixty six only). However if the DEVELOPER fails to start the construction of the building in the

*at 6m 1*

*file*

*[Signature]*

*[Signature]*

*7-6-08*



Reddy  
in G A 16

Annex

Contest

8- That the DEVELOPER is entitled to put up a building Scheme in the land agreed to be sold by the VENDORS or the Said Property described in the SCHEDULE herein after appearing; provided it does not in any way affect or prejudice the rights of the VENDORS and the DEVELOPER shall be at liberty to sell assign, transfer, and or otherwise deal with the right, title, and interest in the said Building Scheme.

9- The VENDORS shall be bound to sign all the papers and documents and do all the acts, deeds, things, and matters, as the DEVELOPER may require from time to time on his behalf for safeguarding, interalia, the interests of the VENDORS and the DEVELOPER.

10- The VENDORS on the date of signing the present Agreement notify to the DEVELOPER where any letters, reminders, notices, documents, papers, etc., are to be served to them. The VENDORS shall also, from time to time, notify any change in their addresses. Any letter sent to the VENDORS at their notified addresses or at their changed address by Registered Post A.D. or under certificate of posting shall be deemed to have been lawfully served on the VENDORS.

11- The VENDORS shall execute an irrevocable power of attorney in favour of the DEVELOPER.

12- If at any time the floor area ratio presently applicable to the Said Plot is increased, such increase shall be for the benefit of both the parties and the VENDORS shall be entitled for 40 % of the increased super built up area, towards the share of the VENDORS to be calculated on 2/3<sup>rd</sup> basis of this 40% of such

MA 12-1

4/1/12

*[Signature]*

*[Signature]*

Asst. Secy.  
G.A. Ve

increased super built-up area, which amounts to 26.66% of which 8.43% will go to the VENDORS NO. 1 and 2 and 18.24% will go to the VENDORS NO. 3 and 4.

13- Upon completion of the respective Building/s the VENDORS shall execute the conveyance/deed of exchange in respect of the premises to be constructed in the Said Property either by themselves or along with the other co-owners of the Said Property and the corresponding undivided portion of the said property, in proportion to the built up area of their respective premises, and if need be the DEVELOPER or any of his nominees shall come forward to sign any such Deed of Conveyance or any other document as and when required.

14-a. Any taxes, charges, or outgoing levied by the Municipality, or any other competent authority and electricity and water charges, exclusively pertaining to the Said Premises to be allotted to the VENDORS shall be borne by the VENDORS from the date of the delivery of possession of the said premises.

14-b. In the event of the amount by way of premium, security deposits, betterment charges, development taxes, infrastructure tax as applicable, electricity meter deposit, service tax or any other taxes or payments of similar nature whether for the purpose of giving water connection or otherwise becoming payable shall be paid by the VENDORS on the premises to be allotted to the VENDORS. The VENDORS shall also be liable to pay to the DEVELOPER 10 years maintenance deposit on each of the premises to be allotted to the VENDORS.

*M. G. S.*

*Asst. Secy. 4/11/02*  
*Nayan GATE*

*Ammin*

*(Signature)*

15- The VENDORS under no circumstances shall block the open spaces viz., the passages, and the staircase in the said building/s in which the premises are to be allotted to the VENDORS. Likewise the internal excess roads in the said Building scheme shall always be kept open and unobstructed.

16- All costs, charges, expenses including stamp duty, registration charges and any other expenses in connection with the preparation, execution and registration of the deed, deeds of conveyance or for the formation of the entity or society shall be borne by the premises-holders in such proportion as may be decided by the DEVELOPER.

17- In case an Association or the co-operative society of the occupants or the Maintenance Society in respect of the premises to be allotted to the VENDORS for the future maintenance, repairs of the building/s, where the premises are being allotted to the VENDORS then the VENDORS shall co-operate in forming such co-operative society or association and also be the member of the same and help in raising the sinking fund and or the maintenance of the building in respect of sewage, drainage, external painting and/or any other structural maintenance required to be done to the Building/s.

18- The DEVELOPER has agreed that, pending the formation of Association of the owners of the premises, or the maintenance society in respect of the premises to be constructed in the Said Property the DEVELOPER shall manage and maintain the common portions and amenities from the maintenance charges collected from the premises holders.

*At the*

*H.H.C.*

*Attest  
Nayan GAVL*

*[Signature]*

*[Signature]*

19- It shall be the sole responsibility of the DEVELOPER to obtain the necessary connection of electricity or water connection in respect of the said premises to be allotted by the DEVELOPER to the VENDORS and any deposit/s which are paid by the DEVELOPER in this regard to the concerned department shall be reimbursed by the VENDORS to the DEVELOPER.

20- If any complaint is filed before the consumer forum or any other body, authority or the civil court by any prospective purchaser for non execution of work properly or for damages, or any other litigation in connection with the construction of the building or connected with the building then the DEVELOPER shall be solely liable for the same.

21- The name of the building to be constructed in the said property will be "AVR RAMNATH G. ALVE TOWERS" .

22- That till date the plans as regarding the building scheme are not yet drawn and approved and hence the premises to be allotted to the VENDORS shall be as per the approved plans for which the parties hereto agree to sign an ADDENDUM or SUPPLEMENTARY to the present Agreement. However on approval of the plan by the concerned authorities the DEVELOPER shall furnish a true copy of the approved plan/s and other licences to the VENDORS within a week.

23- That the VENDORS shall not deliver the possession of the 2/3<sup>rd</sup> undivided share in the Said property to the DEVELOPER for use and occupation of the DEVELOPER under this Agreement nor the same is secured under this Agreement

24- Etc.  
Nayang AWE

*[Signature]*

and the same shall be delivered by executing a separate Deed of Conveyance.

24- The VENDORS No. 3 and 4 are presently conducting the business of selling coal, salt, fire wood, etc. in the Said Property. The DEVELOPER will be constructing a multi storied building in the said property and the basement shall be utilized for car parking of the members. However the VENDORS No. 3 and 4 shall be permitted to stock coal, salt, etc., on the respective parking space allotted to them of the building to be constructed in the Said Property subject to applicable laws of Municipality.

25- The DEVELOPERS have agreed to provide alternate residential accommodation for the members No 3 and 4 of the VENDORS till date of obtaining of Occupancy Certificate for the premises to be constructed by the DEVELOPERS for the said members no.3 And 4 of the VENDORS in the Said Property.

26- The DEVELOPER or his nominee shall not sell any of the premises in the building to be constructed in the Said Property to Damodar Ramnath Alve and/or Rathnakar Krishna Kamat Maad or any of their family members or their nominees.

#### SCHEDULE

*11/1/19*

*11/1/19*  
*Ref: 11/1/19*  
*Nayan C. Alve*

*[Signature]*

*[Signature]*

HEREIN ABOVE REFERRED TO  
(Said Property)

Urban and Rustic Property known as "INDURBATA (1/8)" situated at Malbatta, Margao, Goa, and Parish of Margao, within the area and jurisdiction of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, wherein exists a dwelling house, and is described in the Land Registration Office of Salcete under no. 41734 of Book B 108 of new series, which property corresponds to 177<sup>th</sup> enrolled in the Matriz of Margao under no. 217, and surveyed under Chalta no. 172 of P.T. Sheet No. 253 of Margao City Survey and bounded on the East and North by the property of the same denomination of Domingos Roque de Souza, and now by municipal road; on the West by "Valado"/bund of the property of the heirs of Visnum Poi Raiturcar, and now by Chalta no. 380, 319, 171 of P.T. Sheet no. 253, and Chalta no. 378, 382 of P.T. Sheet no. 253 and on the South by the property of the same denomination of the said Domingos Roque de Souza and by the property of Gregorio Santana Pereira, and now by Chalta no. 188, 189 of P.T. Sheet no. 253 and Chalta no. 173 and 175 of P.T. Sheet no. 253. This property corresponds to an area of 905 square meters, as per the survey records. The property is shown marked in red in plan annexed to this deed.

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.

— M. L. L. —

*[Signature]*

*[Signature]*

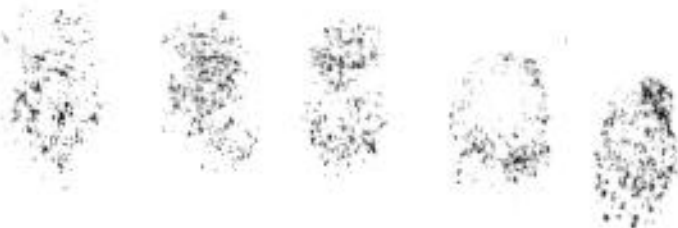
1954/1/10  
R. M. L.  
M. L. L.  
M. L. L.

SIGNED, AFFIXED finger  
Impressions & DELIVERED by  
Mr GOKULDAS RAMNATH  
ALVE for the within named "the  
VENDORS"  
PHOTOGRAPH AFFIXED HERETO

Gokuldas Ramnath  
(Mr. GOKULDAS RAMNATH  
ALVE)



Left Hand finger prints



Right Hand finger prints

Mr. Gokuldas Ramnath Alve

Gokuldas Ramnath Alve



SIGNED, AFFIXED finger  
Impressions & DELIVERED by  
Mrs. NAYAN GOKULDAS ALVE  
for the within named "the  
VENDORS"  
PHOTOGRAPH AFFIXED HERETO

Nayan G. Alve  
(Mrs. NAYAN GOKULDAS  
ALVE)



Left Hand finger prints



Right Hand finger prints

Atty - (C-1)

Atty -

Nayan G. Alve  
Nayan G. Alve  
Atty -

SIGNED, AFFIXED finger  
Impressions & DELIVERED by  
Shri AJIT RAMNATH ALVE for  
the within named "the  
VENDORS"

MA fine  
(Shri AJIT RAMNATH ALVE)

PHOTOGRAPH AFFIXED HERETO



Left Hand finger prints



Right Hand finger prints

MA fine  
AL - MA  
MA  
MA  
MA

SIGNED, AFFIXED finger  
Impressions & DELIVERED by  
Smt. ANJALI AJIT ALVE for the  
within named "the VENDORS"  
PHOTOGRAPH AFFIXED HERETO

AJ Alve  
(Smt. ANJALI AJIT ALVE)



Left Hand finger prints



Right Hand finger prints

AJ Alve


AJ Alve

For Vendor

For Vendor R. Alve  
1-1-1996 G. Alve

AJ Alve

SIGNED AFFIXED finger  
Impressions AND DELIVERED  
BY THE WITHIN NAMED  
DEVELOPER M/s AVR REALTY  
Represented by ITS PARTNER  
Mr. VIRENDRA VITHAL KAMAT  
for self and as constituted  
attorney for the partner Mr.  
AMIT VYANKATESH KAMAT  
PHOTOGRAPH AFFIXED HERETO

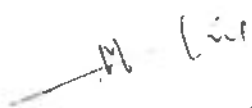
  
(Mr. VIRENDRA VITHAL  
KAMAT For self and as  
attorney of Mr. AMIT  
VYANKATESH KAMAT)

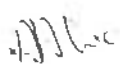


Left Hand finger prints

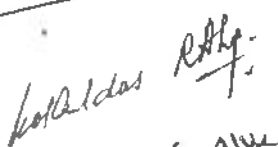


Right Hand finger prints







  
Kotaldas Ragh-  
- 1111



SIGNED AFFIXED finger  
 Impressions AND DELIVERED  
 BY THE WITHIN NAMED  
 DEVELOPER M/s AVR REALTY  
 Represented by ITS PARTNER  
 Mr. RAMA DINANATH NAIK  
 alias RAJIV DINANATH NAIK  
 for self and as constituted  
 attorney for the partner Mr.  
 AMIT VYANKATESH KAMAT  
 PHOTOGRAPH AFFIXED HERETO

*Rama Dinanath Naik*


(Mr. RAMA DINANATH NAIK  
 alias RAJIV DINANATH NAIK)  
 For self and as attorney of Mr.  
 AMIT VYANKATESH KAMAT)



Left Hand finger prints

Right Hand finger prints

WITNESSES -

1. Balkrishna Sawant 
2. \_\_\_\_\_

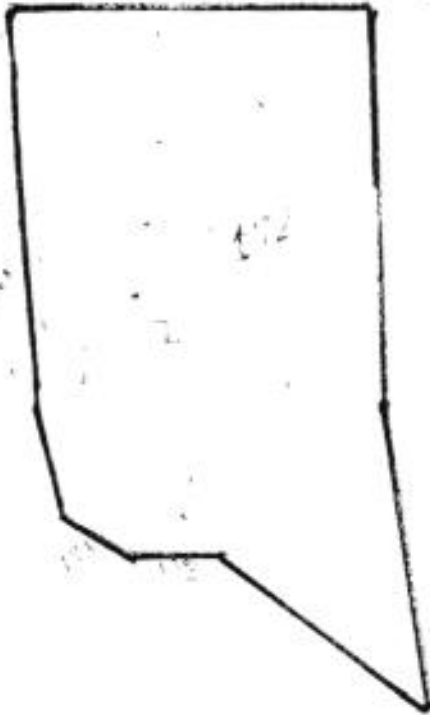
*Attest*

*Attest*

*Attest*

*Attest*

*Attest*



13  
Hepburns RAG  
Nayan G. AVE

1953

Hepburns RAG  
Nayan G. AVE

White

James

Thousand  
on hundred only

Office of Sub-Registrar Salcete/Margao  
Government of Goa

2012 03:51:13 PM




: 2711

on 08-05-2012 in the office of the Sub-Registrar( Salcete/Margao) Along with fees

Description	Rs. Ps
ee	50.00
s	390.00
	440.00

264100.00 Stamp Duty Paid: 266700.00

enter




	Photo	Thumb Impression	Signature
s/o, Shri ar , e 38 o.125, as Special S. AVR T-3, Third Opp, Hari ride POA ted before oa, under dated as Amit er of M/S, Virendra Rama Dinanath 11/20 ilas Agent ler Reg.			

Endorsements

o. Shri Ramdas U. Rivankar, Married, Indian, age 38 Years, Service, r/oH.No.125,

not  
dised only)



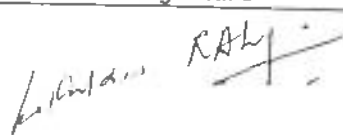
Goa, as Special POA of Partners of M/S. AVR REALTY, having office at T-3, Third Floor,  
Margao, Opp. Hari Mandir, Margao, Goa, vide POA dated 04/05/2012, executed before Sub-  
Registrar, Margao, Goa, under Reg. No.2630/12 & POA dated as constituted POA of Mr. Amit Vyankatesh Kamat,  
AVR REALTY, Through Mr. Vitendra Vitthal Kamat & 2. Mr. Rama Dinanath Naik alias Rajiv  
vide POA dated 16/11/2011, executed before Notary Vilas Anant Naik, Margao, Goa, under Reg.

Photo	Thumb Impression	Signature
		






2007



Ramnath Alve, S/o. Late Ramnath Govind Alve, Married, Indian, age 64  
Business, r/o Hno. 3/5742, Damodar Nagar, Behind Pearl Bldg, Fatorda, Margao, Goa

Photo	Thumb Impression	Signature
		



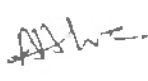
Gokuldas Alve, D/o. Gokuldas Sridhar Verenkar, Married, Indian, age 60 Years, House-  
No. 3/5742, Damodar Nagar, Behind Pearl Bldg, Fatorda, Margao, Goa

Photo	Thumb Impression	Signature
		


Ramnath Alve, S/o. Ramnath Govind Alve, Married, Indian, age 62 Years, Business, r/o Francisco Luis  
Road, Margao, Salcete - Goa

Photo	Thumb Impression	Signature
		

Ajit Alve, D/o. Sridhar M. Xete Shirodkar, Married, Indian, age 58 Years, House-Wife, r/o Francisco Luis  
Road, Margao, Salcete - Goa

Photo	Thumb Impression	Signature
		

Location

Witness Details	Signature
Krishna Jaiwant Sawant, S/o. Jaiwant Sawant, Married, Indian, age 31 Years, Service, r/o R/o Margao, Goa.	



Fix Thous  
Seven Hu  
21/11/12

Book-1 Document  
Registration Number MGO-BK1-02705-2012  
CD Number MGOD60 on  
Date 08-05-2012

Sub-Registrar (Salcete/Margao)

हस्ताक्षर

Q

pped by C-DAC, ACTS, Pune