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



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GOA

Name of Purchaser Tanmay Ureas Kholkar



2835/17
6/11/17

AGREEMENT FOR SALE AND DEVELOPMENT

Sumi

Shrin

Pratik Vaidya

This Agreement is made and executed, on this 06th day of November, 2017 at Panaji, Goa.

BETWEEN

1. MR. BOANERGES F. D'MELLO ALVIM, son of late Mr. Duarte Alvim, aged about 55 years, married service, having Pan Card No. [REDACTED], Aadhar Card No. [REDACTED], Email id: [REDACTED], mobile No. [REDACTED] and his wife.

2. MRS. IRENE JUSTINA ALVIM, wife of Mr. Boanerges Alvim, service, having Pan Card No. [REDACTED], Aadhar Card No. [REDACTED], Email id: [REDACTED], mobile No. [REDACTED] both Indian National, r/o H.No.220, Fondvem, Ribandar Tiswadi-Goa, Flat Owners of Flat No. G-1 (hereinafter jointly referred to as VENDORS) AND;

AND

M/S MANAS DEVELOPERS, a sole proprietorship concern, having its office at plot No.22/B, GFI Happy Home Housing Society, La Campala, Miramar, Panaji, Goa-403001, herein represented by its sole proprietor, MR. TANMAY ULHAS KHOLKAR alias JEVOTAM ULHAS KHOLKAR, son of Mr. Ulhas Mahabaleshwar Kholkar, aged about 42 years, married, business, Indian National, residing at Block A, Adwailpalkar Shelter, Caranzalem, Taleigao, Tiswadi Goa. Having Pan Card No. [REDACTED], Aadhar Card No. [REDACTED], Email id: [REDACTED], Telephone No. [REDACTED] hereinafter referred to as "PURCHASER" (which expression shall unless repugnant to context or meaning thereof include his heirs' successors legal representative, transferor and assigns) of the SECOND PART.

Whereas:

1. There exists a property identified as Plot No. 15 admeasuring 485.25 sq.mts, situated at Campal, Miramar within the Registration Sub-District of Ilhas, Tiswadi Taluka North Goa, more particularly described in **SCHEDULE-1** and delineated

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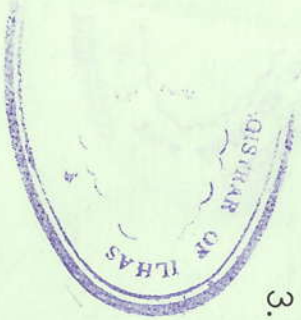
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in red colour boundary on the plan annexed hereto as ANNEXURE A (herein after referred to as the "**SAID PLOT**").

2. The SAID PLOT forms part of an approved sub - division known as and hereinafter referred to as "Caculo's A Scheme" duly approved by the Town and Country Planning Department and by the erstwhile Panjim Municipal Council as per letter no PMC/TS/387/79 DATED 31/01/1979.

3. The said "Caculo's A Scheme" comprises of 3 larger properties adjacent to each other namely:

- (i) Property known as "Palmar Gaspar Dias" described in the Land Registration Office at Panaji, Goa under no. 16060, of Book B-42 (new) and registered in the Taluka Revenue Office at Panaji, Goa in the Revenue Register (Matriz Predial) under no. 1219, presently surveyed under Chalta No. 2, P.T sheet No. 116 of city Survey of Panaji, Goa;
- (ii) Property known as "Uncultivated plots "B" and "C" alias "Bailiivalli alias "Varzea Bailem Xeta Terceiro Cunto" described in the said land Registration Office under No. 901 of Book B-3(new) and registered in the Revenue Register under No. 138, presently surveyed under Chalta No. 2, P.T sheet No. 116 of City Survey of Panaji, Goa; the said property is inscribed in the name of Sridora Sinaí Bobo e Caculo under Inscription No. 28.235 at pages 10v of Book G-42; and
- (iii) Plot known as "Uncultivated plots "B" and "C" of Fazenda, described in the Land Registration Office at Panaji under No. 20427, of Book B-54(New) and registered in the Revenue Register (Matriz Predial) under No. 147, presently surveyed under Chalta No. 2, P.T. Sheet No. 116 of City Survey of Panaji . The said property is inscribed in the name of Sridora Sinaí Bobo e Caculo under Inscription No. 28.235 at pages 10v of Book G-42, all of which are more particularly describe in **SCHEDULE-II**, hereunder written.



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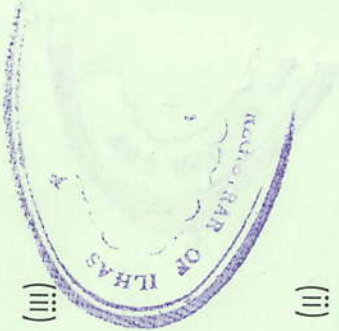
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4. The VENDORS have represented to the PURCHASER that:

(i) The SAID PLOT originally belonging to Shri. Sridora Sindai Bobo e Caculo and his wife and upon their death were inherited by his two sons Shri. Mohandas S. B. Caculo and Shri. Pandurang S. B. Caculo.

(ii) In and upon the SAID PLOT, M/s M. S. B. Caculo and Associates, a Partnership firm, constructed a building known as and hereinafter referred to as "Swapna Apartment", consisting of eight Flats on the ground floor and the first floor.



(iii) That in the said building "Swapna Apartment", there exists an old flat bearing flat no. G-1, admeasuring 52.50 sq.mts, located on the ground floor, herein after referred to as the "SAID FLAT". more particularly described in **SCHEDULE-III**, hereunder written and delineated in red colour boundary on the plan annexed hereto at Annexure B.

(iv) That M/s M. S. B. Caculo and Associates with the consent of Shri. Mohas M. S. B. Caculo and Shri. Pandurang M. S. B. Caculo, vide a Deed of Sale dated 14/05/1979, duly registered in the office of Sub-Registrar of Ilhas Panaji, Goa, under no. 332 at pages 38 to 45 of Book No. 1, Volume No. 140 dated 20/07/1979, sold the SAID FLAT to Mrs. Myra Menzie, together with the proportionate 1/8th undivided rights to the SAID PLOT.

(v) That the said Mrs. Myra Menzie, vide a Deed of Sale dated 24/07/1979, duly registered in the office of Sub-Registrar of Ilhas, Panaji, Goa, under No. 1323 at pages 505 to 526 of Book No. 1 Volume No. 530 dated 30/07/1996, sold the SAID FLAT together with the proportionate 1/8th undivided rights to the SAID PLOT to Mr. Ashok Ignatius Lobo and his wife Mrs. Vinita Maria Hortencia Lobo.

(vi)

That the said Mr. Ashok Ignatius Lobo and his wife Mrs. Vinita Maria Hortencia Lobo, vide Deed of Sale dated 31/10/2002, duly registered in the office of Sub-Registrar of Ilhas, Panaji, Goa under no. 2932 at pages 330 to 355 of Book No. 1, Volume No.1144 dated 26/12/2002, through their constituted attorney Mr. Ralph Augusto Noronha alias R.A. Noronha, vide Power of Attorney, dated 14/04/2001, duly executed before Notary Public Mr. D.S. Petkar, Bardez, Mapusa, Goa, under registration no.900 dated 14/04/2001, sold the SAID FLAT together with the proportionate 1/8th undivided rights to the SAID PLOT to Mr. Boanerges F.D'Mello Alvim and his wife Mrs. Irene Justina Alvim i.e the VENDORS herein.



(vii)

The VENDORS are thus the absolute owners in possession of the SAID FLAT together with the proportionate 1/8th undivided rights to the SAID Plot and are otherwise well and sufficiently entitled to the same; That besides the VENDORS, no other person has any right, title, interest or claim to the SAID FLAT or to the VENDORS 1/8th undivided rights to the SAID PLOT and the VENDORS are capable of transferring a clear and marketable title to any purchaser thereof.

5. The said building "Swapna Apartments" has outlived its life and is in a dilapidated condition in need of urgent attention. The VENDORS together with other unit holders of "Swapna Apartments" are therefore desirous of offering for sale the SAID PLOT for re-development.

6. Based on the above representations, the Purchaser has agreed to purchase the SAID FLAT along with the 1/8th undivided rights to the SAID PLOT, for a total sale consideration of Rs.15,75,000/-(Rupees Fifteen Lakhs Seventy Five Thousand only), which offer has been accepted by the VENDORS on the following terms and conditions, which are mutually agreed to by both the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. That for a total sale consideration of Rs15,75,000/- (Rupees Fifteen Lakhs Seventy Five Thousand only), payable by the PURCHASER to the VENDORS in the manner given below the VENDORS do hereby agree to sell, transfer and convey the SAID FLAT along with the 1/8th undivided rights to the SAID PLOT unto the PURCHASER free from all encumbrances.

2. The PURCHASER agrees that upon signing agreements of sale of all the remaining 7 flats in "Swapna Apartments", together with the remaining 7/8th undivided rights to the SAID PLOT from its respective owners, the PURCHASER will demolish all the flats or the structure that is "Swapna Apartments", and shall undertake the construction of a new building on the SAID PLOT to be known as and hereinafter referred to as "MANAS MIRAMAR TOWER" after obtaining all the necessary development permissions and construction licenses required.

3. The PURCHASER agrees that in lieu of payment of the aforesaid sale consideration of Rs. 15,75,000/- (Rupees Fifteen Lakhs Seventy Five Thousand Only) to the VENDORS, the PURCHASER shall construct for the VENDORS one residential flat premises admeasuring about 90 sq. mts of super built up area on the 3rd floor of the new building "MANAS MIRAMAR TOWER", more particularly described in SCHEDULE-IV hereunder and hereinafter referred to as the "SAID NEW FLAT" to have and to hold the same as absolute owners thereof.

4. The PURCHASER agrees that the "SAID NEW FLAT" shall have a carpet area of 70 sq.mts and shall be constructed as nearly as possible in accordance with the specifications mentioned in SCHEDULE-V and in accordance with the plan and design at ANNEXURE-B.

5. The PURCHASER agrees to allot to the VENDORS at the time of handing over possession of the "SAID NEW FLAT" one Car Park on stilt/basement, which will have an area of approximately of 12.5 sq.mts. The VENDORS agrees that the Said Stilt/basement Car Park shall only be used for parking one car and a two wheeler and shall not be



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used for storage or holding any other goods or things and shall not be covered on any of the sides.

6. The **Vendors** agree that they shall not have any right, title, interest or claim over any other premises constructed in "MANAS MIRAMAR TOWER", other than the "SAID NEW FLAT" and further agree that all the other premises shall belong solely and absolutely to the PURCHASER and that the PURCHASER shall be free to deal with or dispose off the same in any manner deem fit and proper as the PURCHASER without the need to seek or obtain any consent, permission, opinion or No Objection Certificate of the VENDORS.

7. The VENDORS agree to deliver to the PURCHASER the vacant possession of the SAID FLAT and their 1/8th undivided share in the SAID PLOT on or before 30th November 2017.

8. All things, good and materials left by VENDORS in the SAID FLAT or forming part of the building to be demolished, including the debris, regardless of its value, shall belong to the PURCHASER and the PURCHASER shall be free to dispose of the same in any manner deem fit and proper by the PURCHASER and the VENDORS agree not to claim any right or interest over the same.

9. Immediately upon the VENDORS handing over possession of the SAID FLAT to the PURCHASER, the PURCHASER shall pay to the VENDORS an amount of Rs. 18,000/- (Rupees Eighteen Thousand only) per month as sustenance allowance. The PURCHASER shall continue to pay to the VENDORS Rs. 18,000/- (Rupees Eighteen Thousand only) per month till such time as the PURCHASER hands over the possession of "SAID NEW FLAT" to the VENDORS in terms of their agreement.

10. From 01/12/2017, the PURCHASER shall be free to enter into the SAID PLOT and carry out therein all works required for the development and construction, including demolition of existing structure, levelling



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excavation and all construction and development and completion of the said proposed building after executing the Agreement for Sale in respect of the remaining 7 flats in Swapna Apartments.

11. The PURCHASER shall be entitled to develop the **said Plot** at his own costs, risk, expenses and responsibility by putting up there on a multi storied building in accordance with laws and regulations in forces the plans and construction license to be approved by the concerned authorities. The PURCHASER may revise the said plans from time to time in the manner the PURCHASER deems fit and proper, provided that such revision is according to laws and regulations and duly sanctioned by concerned authorities prior to obtaining Occupancy Certificate and such revision shall not change the location and area and/ or specification of the premises to be allotted to the VENDORS.



12. The PURCHASER shall be entitled to enter into Deeds/agreements for sale/Lease or other use deal or dispose off the remaining premises in "MANAS MIRAMAR TOWER", along with the undivided rights to the said Plot proportionate to the area of such premises and on such terms and conditions and covenants as the PURCHASER may deem fit and proper. However, such Deeds/agreements shall be binding on the Vendors only if the PURCHASER complies with the terms and conditions of this agreement and gives the SAID NEW FLAT to the VENDORS as per this agreement.

13. The VENDORS agree and declare that in the event necessary, the VENDORS shall execute and admit execution of all papers and deeds required for more perfectly assuring the title of the SAID PLOT and/or the proportionate undivided rights to the SAID PLOT in favor of the PURCHASER and/or the PURCHASERS transferees of remaining premises/units in "MANAS MIRAMAR TOWER". The VENDORS agree and declare that they have no objection to the PURCHASER or the prospective

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purchasers of the remaining premises in "MANAS MIRAMAR TOWER", obtaining any loan or advance from any bank or financial institution by mortgaging the remaining premises including the proportionate undivided rights to the SAID PLOT provided it does not in any manner encumber the SAID FLAT or their extent of the proportionate undivided rights to the SAID PLOT.

14. The VENDORS hereby agree to sign, execute and deliver any and every document, letter, plan etc. if required for the purpose of applying and obtaining permissions and licenses for demolition of the old building and for construction of a new building and other things ancillary to the same as and when necessary.



15. The PURCHASER agrees that all the sales or agreements to sell/transactions of the remaining premises in MANAS MIRAMAR TOWER, shall be at the risk, costs, accounts and responsibility of the PURCHASER. It is hereby clarified that the intention of the parties hereto is that the PURCHASER shall alone be liable and responsible to any third parties in connection with all dealings between the PURCHASER and such parties. All proceeds of sale of the remaining premises in MANAS MIRAMAR TOWER, shall be the sole entitlement of the PURCHASER without any share/interest therein to the VENDORS.

16. The 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 of the construction, responsibility towards workmen and all the other matters shall exclusively vest with the PURCHASER without any reference to the VENDORS.

17. The PURCHASER shall alone be responsible for violation of any laws, regulation, deviation from plans approved by concerned authorities and pay all

outgoing regarding the proposed development of the said PLOT.

18. The PURCHASER shall deliver the possession of the SAID NEW FLAT to the VENDORS after obtaining the Occupancy Certificate thereof within 36 months from the date of obtaining all the approvals/permissions from the respective authorities for construction of the new building. The PURCHASER shall immediately after obtaining occupancy certificate apply for the Electricity/Water connection with the concerned Government Departments and shall actively pursue the same. Whenever required and if need arises the VENDORS shall render their cooperation to the PURCHASER for obtaining the same.

19. The PURCHASER shall obtain the connections as regards Electricity in the name of the VENDORS and the fees/ charges for obtaining the said Electricity connections from the respective Government Departments shall be exclusively borne by the VENDORS.

20. The VENDORS, in respect of SAID FLAT and their 1/8th share to the SAID PLOT do hereby covenant with the PURCHASER that.

a. The VENDORS have not done or committed any acts, deed or things by virtue of which they are in any manner precluded from entering the present Agreement with the PURCHASER.

b. The VENDORS have not entered into nay agreement, arrangement, undertaking, document, instrument concerning the SAID FLAT or their 1/8th Share in the SAID PLOT nor have agreed to sell or otherwise transfer their rights, share or interest in the SAID FLAT or the SAID PLOT in any manner whatsoever, to any person other than the PURCHASER.



- c. The SAID FLAT or the SAID PLOT or any part thereof is not a subject matter of any pending litigation. There are no legal impediments to the present agreement for sale.
- d. The SAID FLAT or the SAID PLOT or any part thereof is not a subject matter of acquisition or requisition under any law.
- e. There are no outstanding encumbrances, mortgages, charges, liens in respect of the SAID FLAT or the SAID PLOT. No right of way or easement runs in, upon or over the SAID PLOT.
- f. The VENDORS hereby declare that they have subsisting title and legal possession of the SAID FLAT and of the SAID PLOT and have not created any encumbrances or charges whatsoever as such title is clear and marketable.



21. Simultaneously with the execution of this Agreement, the VENDORS shall execute a specific special power of Attorney in favour of the PURCHASER authorizing the PURCHASER to the perform all the lawful acts, deeds, things, and matters for enabling him to obtain all the necessary permission, Licence, approvals, NOC's for the development of the SAID PLOT etc.
22. If at any time the Floor Area Ratio applicable to the said property increases or decreases, the PURCHASER shall be entitled for such benefits. However, neither the increase nor the decrease in the FAR shall affect the **Vendors** with regard to the area of the SAID NEW FLAT.
23. That in case the possession of the SAID NEW FLAT is delayed beyond the stipulated period of 36 months, the **Vendors** may condone the delay by claiming compensation at rate of Rs. 10,000/- (Rupees Ten Thousand Only) per month or part thereof till the SAID NEW FLAT is delivered to the VENDORS in terms of this Agreement and the said amount shall be paid every

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month till the time of delivery of possession of the SAID NEW FLAT.

24. That in case the PURCHASER abandons the works of the said development and/or fails to complete the SAID NEW FLAT within the period of 36 months as per Clause 18 above, The **Vendors** shall be free to terminate this agreement, in which case the PURCHASER shall have no claim or right to any construction and development shall belong to the VENDORS, who shall be free to develop the same or entrust to any other developer and complete the same and/ or deal with the same as they like without any claim, interference or demand from the PURCHASER. In case of such termination the cost of development already completed shall be determined by Mr. Neeten Sant, the Purchasers Engineer, who shall determine the value of such completed (part) development value and such amount shall be refunded to the PURCHASER after deducting a sum of 25% from the said amount as damages.



25. It shall be the duty and liability of the PURCHASER, with the assistance of the VENDORS to inform the Corporation of City of Panaji, after the demolition of the existing Building and obtain the cancellation and discontinuance of the house Tax registration in respect of the SAID FLAT. The **Vendors** agree and undertake to pay and clear all their dues if any, of House tax to the Corporation of City of Panaji, and of electricity and water charges before handing over the possession of SAID FLAT to the Purchaser and will provide the PURCHASER the payment receipts.

26. During the subsistence of this agreement the VENDORS agree and declare the they shall not enter any negotiations, dealings or agreement in respect of the SAID FLAT or their 1/8th undivided rights to the SAID PLOT with any third party and any such negotiations, dealing or agreement undertaken shall be void.

27. The VENDORS shall be entitled to terminate this agreement if the PURCHASER does not start the

construction of the new building within 6 months from the date of obtaining all approvals from concerned authorities.

28. The PURCHASER shall be entitled to terminate this agreement prior to demolition of the old building without assigning any reason whatsoever.

29. The termination of this Agreement shall be by way of a written notice sent by Registered AD Post, by the aggrieved party to the other party, calling upon, the other party to cure, make good, do or comply with the matters stated in the notice within a period of 1 month from the date of receipt of such notice, failing which the termination shall take effect upon the expiry of 1 month from the date of receipt of the notice by the other party, unless this period is enlarged by the aggrieved party in writing.



30. Upon termination of this agreement in term above, the VENDORS shall not be entitled to use or adopt any of the plans, drawing or concept prepared by the PURCHASER for construction of the new building and shall only be entitled to use the permission and Licence, if any, obtained till then after reimbursing and compensating the PURCHASER for all the costs incurred by him or his agents, contractors or employee in obtaining the same.

31. The VENDORS covenant that in case any defect is found in the title of the VENDORS to the SAID FLAT or their 1/8th undivided rights to the SAID PLOT then VENDORS do hereby agree and undertake to obtain necessary clearance and execute necessary deeds of rectification or ratification or any other deed or deed or documents and papers for curing the defects.

32. The VENDORS agree to identify and keep indemnified the PURCHASER and his transferees against any loss, damages, cost, charges, expenses, if any, suffered by reason of defect of title of the VENDORS or any breach of the Covenants of his agreement.

33. In respect of the SAID NEW FLAT the following terms and conditions shall apply.

34. CHANGES:

- a. Changes, modification, additions or extra items, if required by the VENDORS to the SAID FLAT may be accepted at the sole discretion of the PURCHASER, cost of which shall be paid extra, in advance, by the VENDORS to the PURCHASER and in the manner determined by the PURCHASER. In all such cases, the date for handing over the SAID NEW FLAT shall stand revised as decided by the PURCHASER.
- b. All such changes, modification, additions or extra items shall be requested in writing by the VENDOR to the PURCHASER and the PURCHASER may accept the same in writing to VENDORS. Unless accepted in writing and until payment in respect of the same is received in advance by the PURCHASER, the PURCHASER shall not be responsible nor be held liable to make any changes, modification, additions or provide any extra items.
- c. In the event any changes, modification, additions, or extra items, requires the prior permission/approval of the City of Corporation of Panaji or other competent Authorities, it will be duty and responsibility of the PURCHASER to obtain the same, costs for the same shall be exclusively borne by the VENDORS.
- d. Upon taking possession of the SAID NEW FLAT, the VENDORS shall not carry out any structural alterations to the exterior of the SAID NEW FLAT, without the prior written permission taking down or construction of any external walls.
- e. The VENDORS agree and undertake not to block any open spaces or passages or staircases and to keep



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open and unobstructed all the access roads of
"MANAS MIRAMAR TOWER".

- f. The VENDORS shall not carry out any external plumbing works or take electricity lines or wiring from outside the SAID NEW FLAT except upon prior written permission of the PURCHASER.
- g. Any liability, penalty, fine or other consequence attracted or levied by the City Corporation of Panaji or any other competent Authority, Court or Tribunal as a result of, or owing to, the making of any requested changes, modifications, additions or extra items, will be exclusively borne by the VENDORS and the VENDORS shall indemnify, compensate the PURCHASERS in respect of the same.
- h. Upon taking possession of the SAID NEW FLAT the VENDORS shall not carry out any structural alterations to the SAID NEW FLAT, without the prior written permission of the PURCHASERS and the relevant authorities, including taking down or construction of any walls.
- i. The VENDORS shall not be entitled to obtain separate water or electricity connections to the SAID NEW FLAT.

35.

COMPLETION OF VENDORS PREMISES:

- a. The PURCHASER shall complete the construction of the SAID NEW FLAT within the stipulated date subject to an extension of six months, provided all the amounts due and payable by the Vendors by or under this agreement are paid by the VENDORS to, and received by, the PURCHASER on time.
- b. The PURCHASER shall, by a notice in writing, intimate the completion of the SAID NEW FLAT to the VENDORS calling upon the VENDORS to take delivery of possession of the SAID NEW FLAT within 15



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days of receipt of such written intimation. The VENDORS shall be deemed to have taken and accepted delivery of possession of the SAID NEW FLAT on the expiry of 15 days from the date of receipt of such written intimation. However, the physical possession of the SAID NEW FLAT shall be handed over to the VENDORS only after receipt of all outstanding amounts due and payable by or under this agreement.

c. The delivery of possession shall be acknowledged in writing by the VENDORS to the PURCHASER. The delivery of possession will be given simultaneously to the VENDOR or his agents, signing and handing over the letter of acknowledgment of delivery of possession to the PURCHASER.

d. The PURCHASER shall not incur any liability if the purchaser is unable to complete or deliver the possession of the SAID NEW FLAT by the date stipulated if the completion of the building scheme is delayed by war, civil commotion or an act of god or if non-delivery of possession is due to or is result of any act, Rule, Regulation, Notice, Order, Notification or Circular of the Government of a Goa or the Government or any reason beyond the control of the PURCHASER.



36.

USE AND MAINTENANCE:

a. The VENDORS shall use the SAID NEW FLAT only for the purpose of residence. The vendors shall not carry out any act or activity which is obnoxious, anti-social, immoral, illegal or prejudicial to the norms of decency or etiquette or which cause or is likely to cause nuisance or inconvenience to the other unit holders in MANAS MIRAMAR TOWER.

b. The VENDORS shall from the date of delivery of possession maintain, at his/her cost and expenses, the SAID NEW FLAT, the walls, internal walls, sewers, drains,

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pipes, and appurtenances thereto, in good and tenable repair and condition and shall not do or suffer to be done anything in or to the SAID NEW FLAT and/or common passages, compound or any other common area(s) of MANAS MIRAMAR TOWER, which may be against the conditions, rules or bye-laws of the City Corporation of Panaji or any other authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions, rules or bye-laws.

c. The VENDORS from the date of delivery of possession shall not do suffer to be done anything to external facade and get up of the SAID NEW FLAT and shall not change or alter the external of the SAID NEW FLAT or the building or by part thereof. The VENDORS shall be bound to maintain the externals of the SAID NEW FLAT in uniformity with the other flats/premises of "MANAS MIRAMAR TOWER" as regards the colour, wood work, grills etc. The grills, if any, put up by the VENDORS shall strictly conform to the grill design approved by the PURCHASER for "MANAS MIRAMAR TOWER" so as to ensure uniformity in the aesthetics and design of "MANAS MIRAMAR TOWER".

d. The VENDORS shall not let, sub-let, sell, transfer, assign or part with his/her interest by or under, or benefit of, this agreement or part with the possession of the SAID NEW FLAT until all the dues payable by VENDORS to the PURCHASER under this agreement are fully paid up and that too only if the VENDORS have not been guilty of breach or non-observance of any of the terms and conditions of this agreement. The VENDORS shall not, until the execution of the Deed of Sale of the SAID NEW FLAT in favour of the VENDORS or the ENTITY, let, sublet, transfer, assign or part with his/her interest by or under or the benefit of this agreement or part with the possession of the SAID NEW FLAT without obtaining prior written consent of the PURCHASER. The transferee and/or the user/occupier of the SAID NEW FLAT shall be bound by all the obligations of the VENDORS in



respect of the SAID NEW FLAT as set out in this agreement.

e. The VENDORS shall not be entitled to assign or transfer their rights under this agreement to any person until after taking possession of the SAID NEW FLAT and fulfilling all their obligations under this Agreement.

f. The VENDORS shall permit the PURCHASER and its surveyors, agents, with or without workmen and other person(s), at all reasonable times, to enter into and upon the SAID NEW FLAT, or any part thereof, to view and examine the state and condition thereof and also for the purpose of repairing any part of the said "MANAS MIRAMAR TOWER" and for the purpose of repair, maintenance, re-building, clearing, lighting, and keeping in order and condition, all service, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the said "MANAS MIRAMAR TOWER" complex and also for the purpose of laying maintaining repairing and testing drainage and water pipes and electric wires and cables and for all other purposes contemplated by this agreement. The VENDORS shall make good, within three month of the PURCHASER giving a notice in writing to the VENDORS all defects, decays and wants of repairs.

37. DEFECTS:

a. The VENDORS shall inspect, verify and satisfy him/herself of the quality of construction of the SAID NEW FLAT and that the same confirms to the details/specifications agreed herein, and that the SAID NEW FLAT is free from all defects and deficiencies.

b. The VENDORS and the VENDORS shall at the time of taking delivery of the SAID NEW FLAT, inspect, verify, the SAID NEW FLAT or cause the same to be inspected, verified, and satisfy him/herself, that the VENDORS FLAT is complete in all respects and free from all defects or deficiencies.



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A handwritten signature in blue ink, appearing to read "A. Kumar".

A handwritten signature in blue ink, appearing to read "S. Kumar".

- c. The PURCHASERS shall not be responsible for colour/size variations in painting, flooring tiles, glazed tiles or any natural stones like marbles, granite, or any sanitary fitting etc. Cracks/dampness shall not be considered as defective work unless the Architect of the PURCHASER opines the same in writing.
- d. Under no circumstances the VENDORS be entitled to claim or the PURCHASER be made liable to pay any amount towards the cost, expenses or charges of repairing or curing any defects undertaken or carried out by the VENDORS, without the prior written consent of the PURCHASER. The VENDORS shall not be entitled to deduct, adjust or set off any amount due to the PURCHASER from the VENDORS on account of such claims, if any.
- e. No claim(s) shall be entertained by the PURCHASER unless all amount due and payable by or under this agreement have been paid by the VENDORS to the PURCHASER.
- f. The structural defects to the SAID NEW FLAT if any shall be informed to the PURCHASERS by the VENDORS within 24 months from the date of delivery of possession of the SAID NEW FLAT in writing addressed to the Purchaser at his registered address as mentioned above and the same shall be repaired by the Purchaser only if the Purchaser's Structural Engineer certifies that there is a structural defect to the SAID NEW FLAT which requires repair to be borne by the PURCHASER.

38. OUTGOINGS:

- a. Infrastructure tax or any development or betterment charges, fees or deposits if demanded by to be paid to the Corporation of City of Panaji or to any other competent authority for the purposes of the sanctioning the plans or issuing the commencement certificate or occupation certificate or completion certificate or for giving water connection, electricity connection including installation of Transformer, drawing of electrical lines from the nearest sub-station to the building, all labour and supervision charges

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levied by the Department or the provision, rendering or sanctioning of, any service for the SAID NEW FLAT in "MANAS MIRAMAR TOWER" shall be payable by the VENDORS in proportion to the area of their flat. The VENDORS agree to pay the same to the PURCHASER, within seven days of demand made in writing by the PURCHASER such proportionate share of the VENDORS of such charges, taxes, fees, or deposits.

b. Any taxes, fees, charges, or outgoing levied by the Corporation of city of Panaji or other competent authority exclusively pertaining to the SAID NEW FLAT, or any common area held and enjoyed by the VENDORS shall be exclusively borne by the VENDORS from the date of taking delivery or deemed delivery. The house Tax shall be paid by the VENDORS from the date of grant of occupancy certificate by the City Corporation of Panaji.

c. The VENDORS agrees and does hereby give consent to insure the SAID NEW FLAT and other common area of "MANAS MIRAMAR TOWER" and agrees to pay insurance premium proportionate to the share of the VENDORS as per the area of the SAID NEW FLAT.



39. VARIATIONS IN PLANS:

a. It is hereby agreed that the PURCHASERS shall be entitled and is hereby permitted and authorized to make such variations and alternation in the "MANAS MIRAMAR TOWER" building plans or in the layout/elevations of building including relocating the open spaces/all structures/building/garden spaces and/or varying the location of the access of the building as the exigencies of the situation or the circumstances of the case may require provided however the same shall not affect the VENDORS rights with regard to the SAID NEW FLAT and the proportionate undivided rights in the said plot corresponding to the SAID NEW FLAT. The VENDORS do hereby give consent to the same and this clause shall be considered as consent in writing of the VENDORS as required by the law.

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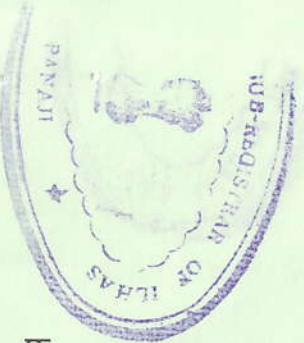
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- b. The PURCHASER shall be entitled to unilaterally revise the specifications relating to the exterior of "MANAS MIRAMAR TOWER" and/or all common structure, areas amenities in and around "MANAS MIRAMAR TOWER" provided however the same shall not affect the VENDORS rights with regard to the SAID NEW FLAT.

40. FORMATION OF ENTITY:

- a. The PURCHASER shall along with the VENDORS and other unit owners in MANAS MIRAMAR Tower form a cooperative housing society or a maintenance co-operative society or a limited company or an association of persons or such other entity (hereafter referred to as an ENTITY) for owning and/or maintaining the SAID PLOT and/or "MANAS MIRAMAR TOWER" and/or the premises therein, including the SAID NEW FLAT; the decision of the type of entity shall be entirely at the discretion of the PURCHASER.
- b. The VENDORS and the person(s) to whom the SAID NEW FLAT is let, sub-let, transferred, assigned or given possession of, shall be governed by and shall observe and comply with all bye-laws, rules and regulations that may be laid down by the ENTITY from the time to time and shall also be governed by the laws which may be applicable to the ENTITY and until such time as the ENTITY is formed shall abide and follow all directions issued by the PURCHASER from time to time.



- c. The VENDORS hereby agree and undertake to be a member of ENTITY to be formed and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY and return to the PURCHASER the same within the 10(ten) days of the same being intimated to the VENDORS.

- d. No objection shall be taken by the VENDORS if any changes, modifications, additions or deletions are made in

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the bye-laws or rules and regulations framed by the ENTITY as may be required by any competent authority.

e. The VENDORS shall be bound, from time to time, to sign all deeds, papers, documents and to do all acts, deeds and things as may be necessary from time to time for safeguarding the interest of the PURCHASER and of the other unit owners in MANAS MIRAMAR TOWER or deletions are made in the bye-laws or rules and regulations framed by the ENTITY as may be required by any competent authority.

f. The PURCHASER shall be in absolute control of those premises in MANAS MIRAMAR TOWER" which are unsold or the construction of which is not financed by the any person. Should the PURCHASER decide to retain any portion in MANAS MIRAMAR TOWER" they shall join the ENTITY along with the VENDORS and other Flat/Premises Holders.

g. All papers pertaining to the formation of the ENTITY and the rules and regulation thereof as also all necessary deeds shall be prepared by the PURCHASER or the Advocate of the PURCHASER.

h. All cost, charges, fees, expenses including stamp duty, registration charges and other expenses in connection with preparation, execution and registration and/or for the formation of the ENTITY shall be borne and paid by the VENDORS, together with other Flat/Premises Holders in proportion to the area of their Flat/Premises.

41. TRANSFER:

a. Upon completion of the construction of the SAID NEW FLAT and " MANAS MIRAMAR TOWER "and upon execution of Deed of Sale of area hereinbefore mentioned of the SAID PLOT by the VENDORS to the PURCHASER and/or his nominees/transferees and upon all other amount due and payable by or under this Agreement by the VENDORS to the PURCHASER, the PURCHASER



shall at its sole discretion, convey the SAID PLOT in favour of the ENTITY; costs and expenses whereof to the extent of the VENDORS share shall be borne by the PURCHASER including the advocate fees, stamp duty, registration and other applicable charges.

42. PAYMENT FOR COMMON EXPENDITURE AND MEMBERSHIP FEES:

- a. The VENDORS agree to pay the Purchasers the following amount/charges at the time of taking possession of the SAID NEW FLAT as under:
 - i. An amount equivalent to Rs. 1,25,000/- (Rupees One Lakhs Twenty-Five Thousand Only) shall be paid by the VENDORS to the PURCHASERS to meet the expenditure pertaining to common electricity charges/bills, water charges/bills of common area, such as staircase, security, elevator, gardens, parking area, etc. of MANAS MIRAMAR TOWER" and such other common expenses as the PURCHASERS may decide to be utilized for maximum period of 5 years from the date of taking possession or such earlier period until the said amount is exhausted. In the event the ENTITY is formed prior to the expiry of 5 years then the PURCHASERS shall hand over to the ENTITY the amount remaining after deducting the amount spent on the, maintenance and expenditure as stated above of the ENTITY.
 - ii. Rs. 5000/- (Rupees Five Thousand Only) towards costs, charges and expenses, including administrative cost and charges for formation and membership of the ENTITY.
- b. The PURCHASER shall be required to keep and maintain account and receipt/bill of the expenditure incurred on maintenance and the VENDORS shall not be entitled to seek account, receipts, bills or other information about the expenditure incurred on maintenance of a period prior to one accounting year.
- c. Any delay in payment of the aforesaid amount shall make the VENDORS liable to pay the same with interest at 18% per annum.



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43. ELECTRICITY AND WATER CONNECTION:

- a. The PURCHASER shall obtain release of water and electrical connection from the Government. The VENDORS agrees and undertakes to sign and deliver to the PURCHASER all forms, paper and Documents required for this purpose. The cost of such water and electricity connections shall be exclusively borne by the VENDORS.
- b. The PURCHASERS shall assist the VENDORS and other vendors of premises in "MANAS MIRAMAR TOWER" to obtain release of water and electrical connection from the Government. The VENDORS agrees and undertakes to sign and deliver to the PURCHASERS all forms, papers and documents required for this purpose. The VENDORS understands that the release of water and electrical connection by the Government is beyond the actual control of the PURCHASERS and any delay in obtaining the same shall not give rise to any right in the VENDORS to either refuse taking delivery of possession, payment of balance consideration or any monies payable by or under this agreement, including maintenance money or make any claim of compensation against the PURCHASERS.

44. General:

- a. The VENDORS agree that the PURCHASERS shall have the unqualified and unfettered right to sell or allot, on ownership basis or otherwise, to any person(s) of their choice, the terrace forming part of the penthouse of the building in "MANAS MIRAMAR TOWER", subject to permitting the necessary means of access for reaching the water tank, lift room, water pipelines, and such other common facilities/ amenities, if any, of "MANAS MIRAMAR TOWER" that require the terrace access. The purchaser(s) to whom such terrace is sold or allotted, shall be entitled to make use the same for purposes permissible by law. The purchaser(s) however shall not enclose or cover the said terrace without the written permission, approvals, license, NOC of the



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PURCHASERS and/or the ENTITY, as the case may be, and of the concerned authorities.

b. The VENDORS agrees that the terrace space in front of or adjacent to the terrace flats in "MANAS MIRAMAR TOWER", if any, shall belong exclusively to the respective purchaser(s) of such terrace flat and such terrace spaces are intended for the exclusive use of the respective purchasers. The said terrace space shall remain open to the sky and shall not be enclosed or covered without the written permission, approvals, license, NOC of the PURCHASERS and/or the ENTITY, as the case may be, and of the concerned authorities.

c. If the VENDORS commit(s) default in payment of any money payable by or under this agreement, and/or in observing or performing any of the terms or conditions of this agreement and/or in observing or performing the bye-laws rules or regulations of the ENTITY and till such time as the ENTITY is formed observing or performing any directions issued by the PURCHASER regarding the use, occupation or maintenance of the SAID NEW FLAT or other structures or areas of "MANAS MIRAMAR TOWER", the PURCHASER shall, without prejudice to the other right, be entitled to terminate this agreement in so far as it pertains to the SAID NEW FLAT and its proportionate undivided rights to the SAID NEW FLAT.

d. Without prejudice to the rights of the PURCHASER under this agreement and/or in law the VENDORS shall be liable to pay to the PURCHASERS interest at the rate of 18% per annum on all amounts which become due and payable by such set of VENDORS under this agreement, if any such amount remains unpaid for seven days or more after becoming due.

e. Any amount payable by and under this agreement by the VENDORS to the PURCHASER will create a lien, charge, claim, and interest, in and on the SAID NEW FLAT in favour of the PURCHASER. The



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PURCHASER shall have the first lien, charge, claim and interest on the SAID NEW FLAT, in the respect of any amount payable by the VENDORS to the PURCHASER under the terms or conditions of this agreement

a. The VENDORS shall be bound to sign all the papers and documents and do all the things and matters as the PURCHASER may require from PURCHASERS from time to time, interalia, for safeguarding the interest of the PURCHASER or the VENDORS or the unit owners in MANAS MIRAMAR TOWER.

b. All letters, notice and communications to the VENDORS by or under this agreement or otherwise shall be addressed on the addresses mentioned above of the VENDORS. Any change in the above addresses shall be notified to the PURCHASER, in writing, by the VENDORS. Until and unless the communication of such change in address is received by the PURCHASER the above address shall be deemed to be valid and existing address of the VENDORS. Any letters, reminded, notice, documents, paper etc. sent on the above address or the changed address by Registered AD shall be deemed to have been duly served onto the VENDORS.

c. The stilt car park space or parking, space allotted by the PURCHASER to the VENDORS within the compound of "MANAS MIRAMAR TOWER" shall be used by the VENDORS only for parking a vehicle and under no circumstances shall be permitted for storage of any good, items, or for any other use. No vehicle which is unused or in a scarp condition shall be permitted to be parked in such or at any other place in "MANAS MIRAMAR TOWER". The VENDORS undertakes not to park any vehicle at any place other than the space allotted to them.



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d. The VENDORS agree and hereby gives express consent to the PURCHASER to raise any loan mortgage, or create a charge or security interest against the SAID PLOT and "MANAS MIRAMAR TOWER" with the exclusion of the SAID NEW FLAT and their proportionate undivided share in SAID PLOT corresponding to SAID NEW FLAT from, to and in favour of bank(s) or Financial institution(s) etc. This consent is on the express understanding that any such liability shall be cleared by the PURCHASER at their expenses before the SAID NEW FLAT is handed over to the VENDORS or before the entire TOWER building scheme of "MANAS MIRAMAR TOWER" is completed, whichever is later.

e. The VENDORS agrees that the PURCHASER shall be entitled in their absolute discretion to make any reservation (including the benefit of any increase in FSI/FAR of the land), in their favour and/or exceptions or grants in respect of the SAID PLOT or any part thereof at any time hereafter in favour of any person/s without prior reference or intimation to the VENDORS and the VENDORS shall not object thereto in any manner provided it does not adversely affects in any manner the SAID NEW FLAT and their proportionate undivided share in said PLOT corresponding to SAID NEW FLAT, its full and beneficial use or occupation and the right of the VENDORS.

f. Notwithstanding that by the present agreement the VENDORS are also entitled to proportionate undivided rights to the SAID PLOT in proportion to the area of the SAID NEW FLAT, the PURCHASER shall not be required to seek the consent or NOC of the VENDORS to deal or dispose of in any manner the remaining share/rights in the SAID PLOT. The VENDORS does hereby expressly gives their consent for the same.

g. If any time, whether prior to or after the execution of Deed of conveyance of the SAID PLOT or



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proportionate undivided rights thereto in favour of the ENTITY or the VENDORS, the floor Area Ratio (F.A.R) presently applicable to the SAID PLOT is increased, all benefits of such increase shall be for the exclusive use, advantage and utilization of the PURCHASER, without any rebate, concession or benefit to the VENDORS provided it does not adversely affect in any manner the SAID NEW FLAT.

h. The PURCHASER shall, without the need to take any consent or permission of the VENDORS or the ENTITY be entitled to:

(a) Utilize such additional F.A.R by way of transfer of development rights on any other land in Goa.

(b) Carry out any additional construction on the SAID PLOT at any time making use of such FAR/FSI or increased FAR/FSI and shall also be entitled to carry out any additional construction of any additional floor/s to such building at any time even after handing over of possession of the SAID NEW FLAT to the VENDORS, provided the same does not in any manner affect the area of the SAID NEW FLAT It is further agreed by the VENDORS that the plan which will be approved by the authorities, is subject to further changes, revisions, alternations, modifications and /or additions and at no time the VENDORS shall claim any promissory estoppel or other like rights or claims against the PURCHASER on the basis of the said plans provided it does not adversely affect in any manner the area of the SAID NEW FLAT or the proportionate undivided share in said Plot corresponding to SAID NEW FLAT.

i. The VENDORS hereby admit that the title and interest of the VENDORS to the undivided proportionate land of the SAID PLOT shall be joint and impartible and the VENDORS shall not be



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entitled for demarcation/partition of his /her right in or to the land of the SAID PLOT.

j. The VENDORS agree that at all times the name of the building scheme shall be "MANAS MIRAMAR TOWER" or other name as decided by the PURCHASER and the VENDOPRS shall not be entitled to change or seek to change the name of the building scheme to any other name, whether individually or by majority of premises holders.

k. The VENDORS agrees and fully understands that the brochure and/or other advertisement of "MANAS MIRAMAR TOWER" caused to be printed or published by the PURCHASER and all pictures or visual representations showed therein are purely conceptual and the artists' illustration of the proposed development. The actual development may not conform to the pictures/visual representations and may differ, vary, including but not limited to, colour, size, design, layout, plans, etc. of the open spaces, gardens, building or premises in "MANAS MIRAMAR TOWER".

l. The non-observance of any one or more clause of this Agreement by the PURCHASER shall not be construed/treated as a waiver of, or preclude the PURCHASER from invoking another clause.

m. If any one or more of the clause of this Agreement, for any reason, are held to be invalid, illegal or unenforceable, such offending clause shall not affect the other clause and this agreement will be binding and valid in all other respects except such offending clauses.

n. Disputes between the parties shall be subject to the jurisdiction of God court(s) only having jurisdiction over the SAID PLOT.

45. The parties do hereby declare that they do not belong to Schedule Caste/ Schedule Tribe Community



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and the sale of the SAID PLOT is not affected by the Notification No. RD/LAND/LRC/318/77 DATED 21/08/1978.

46. This is the entire agreement between the parties and all previous understanding offers or agreements, if any, stand superseded by this agreement.
47. The above recitals shall from an integral part of this agreement between the parties.
48. The parties hereto are entitled to specific performance of the all the terms of this agreement.
49. The VENDORS have furnished to the PURCHASER certified copies of all the title documents.
50. All the parties agree and undertake to cooperate with each other for giving effect to the terms of the present agreement and do all such acts, deed and things as may be necessary for compliance thereof.
51. The cost of construction of the said new flat is calculated at the rate of Rs. 18000/- per sq. mtr, which amounts to Rs, 16,20,000/-. The Stamp duty is calculated on the Land Value and the Construction cost of the Premises i.e on Rs. 31,95,000/- (Rupees Thirty One Lakhs Ninety Five Thousand only) @ 2.9% and registration fees is calculated on the land value i.e Rs. 15,75,000/- (Rupees Fifteen Lakhs Seventy Five Thousand Only).
52. The amount of Rs. 15,75,000/- (Rupees Fifteen Lakhs Seventy Five Thousand Only) being the consideration of sale herein is the fair market value of the SAID FLAT along with the proportionate 1/8th undivided rights to the SAID PLOT considering that the SAID FLAT is in a dilapidated condition and is a very old building and accordingly the stamp duty of Rs, 97,440/- (Rupees Ninety seven Thousand Four Hundred Forty Only) is paid herewith on this Agreement for Sale along with the appropriate



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registration charges of Rs. 32,000/- (Rupees Thirty Two Thousand Only) is also paid herewith.

SCHEDULE - I
(SAID PLOT NO.15)

All that property identified as plot No. 15, admeasuring 485.25, sq.mts, forming part of the subdivision of "Caculo's A Scheme" consisting of the properties described in Schedule-II hereunder and bounded as under.

East: By Plot No. 16 of the Caculo's A Scheme;
West: By property of the heirs of Felipe A. Pinto;
North: By 10.00 mts wide road and plot No.14 of the said Caculo's A Scheme;
South: By property of the heirs of Felipe A. Pinto.

The said Plot is situated at Miramar, within the limits of the Corporation of city of Panaji, Goa, Sub-District of Ilhas, Tiswadi Taluka, North Goa District, state of Goa.



SCHEDULE - II
ABOVE REFERRED TO:
(DESCRIPTION OF THE PROPERTIES OF CACULO'S SCHEME)

All that Caculo's A Scheme constituted by the properties:

1) Property known as "Palmar Gaspar Dias" described in the Land Registration Office at Panaji, Goa under No. 16060, of book B-42(new) and registered in the Taluka Revenue Office at Panaji, Goa in the Revenue Register (Matriz Predial) under no.1219, presently surveyed under **CHALTA NO.2, P.T SHEET NO.116 OF CITY SURVEY OF PANAJI**, and is bounded aa under:

Gaspar Dias

Chalta No. 2

East: by property of Hindu Undivided Family of Shridar
Bobo Caculo's;

West: by property of Hindu Undivided Family of Shridar
Bobo Caculo's;

North: by property of Panaji Church;

South: by property of Hindu Undivided Family of Shridar
Bobo Caculo's.

- 2) Property known as "Tonca Parte of Property" alias "bailii Valli" alias "BALLY Veli" alias "Varzea Bailem Xeta TercerioCunto", described in the said land Registration Office under No.901 at pages 53v of Book B-3(new) and registered in the Revenue Register **UNDER NO.138 ADMESURING 10189 SQ.MTS SURVEY OF PANAJI**; and is bounded as under:

East: by property of Panaji Church (Confraria of Pangim);

West: by property of Filipe Armindo Pinto (and of his wife Nina Noemia Pinto Rebelo);

North: by property of Hindu Undivided Family of Shridar
Bobo Caculo and public road;

South: by second division belonging to the heirs of Rogerio Jose Pinto.



- 3) Plot known as "Uncultivated piece of land of lotes "B" and "C" of Fazenda, described in the land Registration Office at Panaji, under No. 20427, at page no.145v of Book B-54(new)and registered in the Revenue Registrar (Matriz Predial()) under No.147, admeasuring 11,963.62 sq.mts, presently surveyed under **CHALTA NO.2, P.T.SHEET NO.116 OF CITY SURVEY OF PANAJI**, and is bounded as under:

East: by property of Hindu Undivided Family of Shridar
Bobo Caculo;

West: by sea shore;

North: by property of Assencia Beliza Pinto alias Assensa Belisa Pinto;

South: by property of the heirs of Cristivam Pinto.

All the aforesaid three properties are adjoining to each other and now constitution one district property known as "Caculo's A Scheme" and is situated at Miramar, Within the limit of the Erstwhile Municipal Council of Panjim and presently in the limits of Corporation of City of Panjim, Panaji, Goa, Sub-District of Ilhas (Tiswadi). North Goa District, State of Goa.

SCHEDULE – III SAID OLD FLAT

All that old and dilapidated flat premises bearing flat no. G-1, admeasuring 52.50 sq.mts, located on the ground floor of the dilapidated building "Swapna Apartment", together with the proportionate 1/8th undivided rights to the said plot.

SCHEDULE – IV

All that premises identified as and to be known as VENDORS Flat No.301 admeasuring about 90 sq.mts of super built up area which includes the incidence of staircase, elevator, landing and other common area on the 3rd floor, and delineated in red color boundary on Plan-II annexed herewith (hereinafter referred to as the "SAID FLAT NO.301")



SCHEDULE – V (Plans)

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SCHEDULE – VI
SPECIFICATIONS OF THE VENDORS FLATS
 (FIXTURES, FITTINGS AND AMENITIES)

STRUCTURE:

The Structure shall be stilt plus Three floors with RCC frames as per designs approved by the authorities.

WALLS:

The external walls shall be of 23 cm, laterite or concrete/clay blocks and internal wall in single brick type masonry in cement mortar.

Wall tiling in Bathrooms- Ceramic/ Vitrified Tiles of reputed brand.

FLOORING:

Apartment interior Tiling – Ceramic / Vitrified Tiles of reputed Brand

Staircase Area, Passage – Antiskid/ Natural Stone

Car Park – Pavers/ Heavy Duty Tiles

FITTINGS:

Sanitary Fittings: - American Standard or equivalent brand.

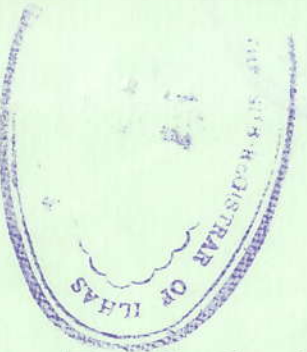
Bath Fittings:- Jaquar or Equivalent brand.

Electrical Fittings:- Anchor or equivalent Brand.

PAINT:

Premium paints- Asian Paints or equivalent brand.

DOORS:



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Mr. D. S. D. S.

Entrance Door – Teakwood frame & Teak Veneer Finished door with all fittings

Internal Doors – Timber core flush doors with teak veneer on one side. or equivalent.

WINDOWS:

Powder Coated Aluminium sliding windows.

Toilet window will be powder coated aluminum adjustable louvers with 4mm frosted glass.

ELECTRICAL INSTALLATION:

3 phase electrical connection with premium quality concealed wiring of Finolex make and modular switches of Anchor/Romex.

The installation shall be in concealed wiring as follows:

Bedroom: All bedrooms will have 2 light points, 1 fan point, 1 AC point and 3 Nos 5Amp Points.

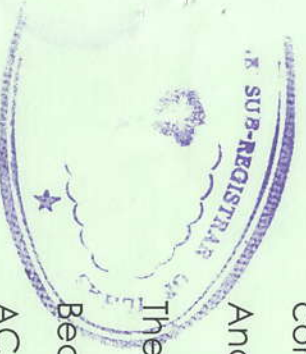
Living/Dining : 2 Light points, 1 fan point, 1 TV point, 3Nos 5Amp Points, 1 Bell Point, 1 Telephone Point.

Kitchen: 1 Light Point, 1No 15Amp Point, 1No 5Amp Point, 1No 5Amp Point for water purifier/Washing machine point.

Toilet: 1No Light Point, 1No 15Amp power point for geyser.

Water Tank: A Common underground sump with common electric pump and a common overhead will be provided.

Amenities: i) Covered Car parking, ii) Common Lighting, iii) Lifts iv) Society Office, v) Landscaping



In witness whereof the parties hereto have set their respective hands on the date aforementioned in the presence of the undersigned witness.

SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED

VENDOR NO.1



MR. BOANERGES F.D' MELLO ALVIM

L.H.F.P

R.H.F.P









SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED

VENDOR NO.2

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MRS. IRENE JUSTINA ALVIM

L.H.F.P



R.H.F.P



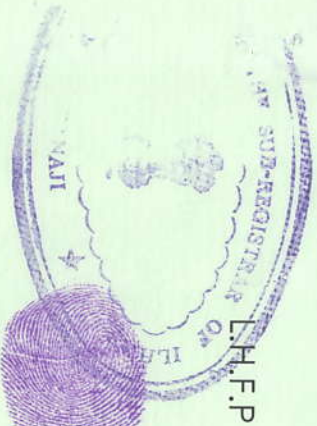
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SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASER
M/S MANAS DEVELOPERS,
Through its sole proprietor,

MR. TANMAY ULHAS KHOLKAR

Alias JEVOTAM ULHAS KHOLKAR,
(Builder/Developer)





L.H.F.P

R.H.F.P



In the presence of the following witnesses:

1. SUHAS D. NATHK 

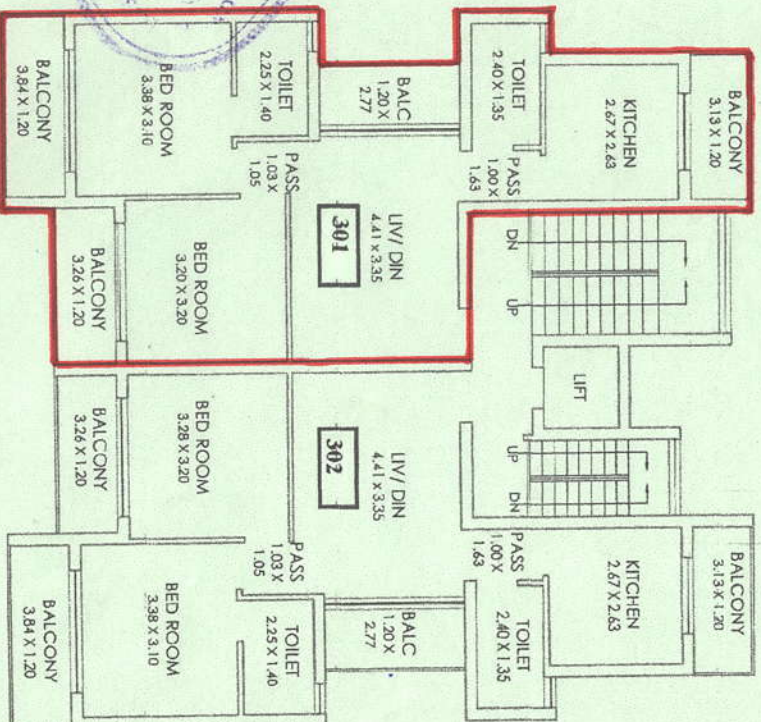
2. MARUTI G. TALWAR 




Alina


Ajay Chavhan

TYPICAL FLOOR PLAN – PROPOSED PLANS (OPEN TO APPROVAL FROM RELEVANT AUTHORITIES)
@ 1:100



John

Alvin

Ng Wei Jie

REG_1_24483_1

Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 06-11-2017 11:38:06 AM

Document Serial Number : 2835




Presented at 11:16:00 AM on 06-11-2017 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	34800.00
2	Processing Fees	530.00
Total :		35330.00

Stamp Duty Required: 97440.00

Stamp Duty Paid: 97440.00

Tanmay Ulhas Kholkar alias Jevottam Ulhas Kholkar presenter

Name	Photo	Thumb Impression	Signature
Tanmay Ulhas Kholkar alias Jevottam Ulhas Kholkar , S/o Ulhas Kholkar , Married, Indian, age 42 Years, Business, r/o Flat No. FHT-1, 5th Floor, Adwalpalkar Shelter, Block A, 5th Floor, Caranzalem, Miramar - Goa PAN No. ADRPK1581A. The Sole Proprietor of M/S. Manas Developers, office at Plot No. 22/B, GFI Happy Home Hsg. Society, La Campala Miramar, Goa.			

Endorsements

Executant

1 . Boanerges F.D'Mello Alvim , S/o Late Duarte Alvim , Married, Indian, age 55 Years, Service, r/oH. No 220 Fondvem , Ribandar Ilhas Goa . PAN CARD NO ATDPA1071F

Photo	Thumb Impression	Signature
		



2 . Irene Justina Alvim , W/o Boanerges Alvim , Married, Indian, age 55 Years, Retired , r/oH. No 220 Fondvem , Ribandar Ilhas Goa PAN CARD NO CKUPA4692N


Photo	Thumb Impression	Signature
		

3. Tannmay Ulhas Kholkar alias Jevottam Ulhas Kholkar , S/o Ulhas Kholkar, Married, Indian, age 42 Years, Business, r/o Flat No. FHT-1, 5th Floor, Adwalpalkar Shelter, Block A, 5th Floor, Caranzalem, Miramar - Goa PAN No. ADRPK1581A. The Sole Proprietor of M/S. Manas Developers, office at Plot No. 22/B, GFI Happy Home Hsg. Scoiety, La Campala Miramar, Goa.

Photo	Thumb Impression	Signature
		

IDENTIFICATION

Sr No.	Witness Details	Signature
1	Maruti Talwar , S/o Gangaram Talwar , Married, Indian, age 28 Years, Service, r/o H. No. 1132, Admin Colony , Porvorim , Bardez Goa .	
2	Suhas Naik , S/o Dina Naik , Married, Indian, age 43 Years, Service, r/o H. No 70, Mala Panaji Goa	


Sub-Registrar

Sub-Registrar
ULHAS

Book-1 Document

Registration Number PNJ-BK1-02708-2017

CD Number PNJD60 on

Date 06-11-2017

Sub-Registrar (Rhas/Tiswadi)

Scanned By:-

Kanje

Signature:-



Designed and Developed by C-DAC, ACTS, Pune