

1524

(Rupees Twenty Lakhs Only)
CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

भारत 03734 NON JUDICIAL गेवा
188296 MAY 31 2011

For CITIZEN CREDIT™
CO-OP. BANK LTD.

Annex L.L.M.S
Authorized Signatory

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



11:56

R. 2000000/- PB6818

INDIA

STAMP DUTY

GOA

Name of Purchaser Indo Saigon Agency

(Rupees Five Lakhs Sixty One Thousand Three Hundred
Fifty Only)
CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

भारत 03735 NON JUDICIAL गेवा
196293 MAY 31 2011

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



11:57

R. 0561350/- PB6818

INDIA

STAMP DUTY

Name of Purchaser Indo Saigon Agency For CITIZEN CREDIT™
CO-OP. BANK LTD.

Annex L.L.M.S
Authorized Signatory



DEED OF SALE AND CONVEYANCE

This Deed of Sale and Conveyance is made at Panaji, Goa on this 31st day of the month of May in the year 2011.

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BETWEEN

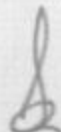
Goan Real Estate and Construction Pvt. Limited, a Private Limited Company duly registered under the Indian Companies Act, 1956 with PAN No. AAACG6924A having its registered office at Dynamix House, Yashodham, Gen. A.K. Vaidya Marg, Goregaon (East) Mumbai - 400063 Maharashtra State represented herein by their authorized signatory and director Projects, Brig. S. C. K Puri, Retd, son of late Mr. D. L. Puri, aged 66, married, Indian National, resident of 127, Orchid Avenue, "Aasra", Aldeia de Goa, P.O. Goa University, Bambolim, Goa authorized as such by a resolution of the Board of Directors passed at its meeting held on 02-04-2008, hereinafter referred to as "the Vendors" (which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include their successors and assigns) **OF THE ONE PART.**

AND

Indo Saigon Agency, a partnership firm, having its PAN Card no. AAAF11349C and registered office at 4th Floor, Commerce House, 421, Nagindas Master Road, Fort, Mumbai, 400001, represented herein by its firm partner Mr. Ram Kaliandas Daryanani, aged 68 years, business, married, son of Shri. Kaliandas Daryanani, Indian National, holder of Pan Card no.AABPD2283R, resident of 1/A, Sterling Apartment, Pedder Road, Mumbai, 400026, hereinafter referred to as "the Purchasers" (which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include their successors and assigns) **OF THE OTHER PART.**

WHEREAS:

A. The Vendors were the Sole and absolute Owners in possession of, or otherwise well and sufficiently entitled to, a large property



consisting of various contiguous pieces and parcels of land or properties bearing S.Nos. 12/1, 12/2, 14/1, 14/2, 15/1, 16/1, 17/1, 17/2&3, 18/1, 19/1,2&3, 20/1, 2&3, 21/1 to 8, 31/1 - A, 34/1 & 4, 35/1, 35/2 & 5, 95/1, 96/1, 99/2, 100/1 and 101/1, of village Bambolim, Taluka Tiswadi, Goa, hereinafter referred to as "the said Larger Property".

B. The Vendors have transferred and conveyed an area of 86603 sq.meters out of the said larger property being 12/1 (part) admeasuring 76248 sq.meters, 99/2 (full) admeasuring 7530 sq.meters and 12/2 (full) admeasuring 2825 sq.meters to Goan Hotels and Clubs Pvt.Ltd. by a deed of sale and conveyance dated 04/11/2006 registered in the office of the sub-registrar of Ilhas Taluka, under registered no. 2940 at pages 1 to 511 of Book I Volume 1710 on 07/11/2006, for putting up thereon a hotel project.

C. The Vendors have proposed a development scheme of "the said Larger Property" (excluding) hotel project as a composite manifold development scheme named as "Aldeia De Goa" consisting of sub-division of the land and also to put up, or cause to be put up constructions/carry out other permissible development thereon in a phased manner as may be determined by the Vendors and duly permitted by the authorities concerned from time to time, with statutory common amenities, facilities, internal roads, open spaces and other necessary statutory requirements for approval of such development scheme by the authorities concerned.

D. The Vendors have already completed Phase I of the aforesaid Development scheme consisting of sub-divided sub-plots in the part of the said larger property bearing survey No.31/1-A for which the Sale Deed and Conveyance of plots have already been carried out.

E. The Vendor had initiated Phase II of the said development scheme in the part of said larger property having survey nos. 15/1, 16/1, 35/1, 17/3, 19/2, 20/2, 21/1, 21/3, 21/5, 14/1, 19/3, 17/2, 18/1, 19/1, 20/1, 21/2, 20/3, 21/4, 21/6, 21/7 and 21/8 of different separate properties purchased under six Deeds of Sale and Conveyance, totally admeasuring 1,80,750 sq.mtrs as listed below fully mentioned and described in the Schedule I hereunder written hereinafter collectively referred to as "the said property".

a) Property having survey no. 15/1 & 35/1 (40,875 sq. mtrs) by a Deed dated 7th Feb 1991 at Panaji registered in the office of the sub-registrar of Ilhas Taluka under no. 444/93 filed in book I Vol 222 dated 12th March 1993.

15/1

Property situated at Bambolim Village, within the Panchayat of Curca Bambolim, Santan, Tiswadi Taluka Goa, described in Land Registration office under no. 2350 at folio 255 V of book B - 27, and enrolled in Matriz Predial (Revenue) Nos. 169, 170 and 171 and in recent survey surveyed under no.15, sub-division 1 of village Bambolim admeasuring 33,425 sq.mts.

35/1

All that property called Rautalem Zin or Santalem Bata, situated at village Bambolim, Taluka Tiswadi Goa and described in the Land Registration office under no. 2350 at folio 255 V of Book B - 27 and enrolled in the Matriz Predial (Revenue) Nos. 169, 170 and 171 and in recent survey surveyed under Nos. 35, Sub-division No.1 admeasuring about 7,450 sq.mts.

b) Property having survey no. 16/1 (39,425sq.mtrs) by a Deed dated 7th November 1991 at Panaji registered in the office of the sub-registrar of Ilhas Taluka under no. 249/93 book no. I Vol 215 dated 16th Feb 1993.

J. The Vendors having been granted the aforementioned provisional N.O.C for the said sub-division of the said property by the Village Panchayat of Curca, Bambolim, Talaulim, as indicated above, have completed the development of said sub-division in accordance with the conditions set out in the respective order/s of the Panaji Planning and Development Authority. Consequent to satisfaction of the above mentioned provisional N.O.C issued by said Village Panchayat of Curca, Bambolim and Talaulim, the said Town & Country Planning has issued a final order under reference no.TIS/3801/BAM/07/1775 dated 24/10/2007 and the Village Panchayat has issued the final N.O.C under reference no. VP/CBT/2007-08/655 dated 02/11/2007.

K. The Purchasers being desirous of purchasing sub-plots nos. 340, 341, 342, 343, 344, 345 and 346 (said sub-plots) totally admeasuring 3049 sq.meters situated in survey no. 16 in the said sub-division have booked and agreed to purchase sub-plots based on Memorandum of Understanding dated 24th May 2011 between the prospective vendors and the purchasers to purchase said sub-plots upon the terms and conditions made known to them the purchasers since they have not entered into a formal agreement with the Vendors. The said sub-plot fully mentioned and described in the Schedule II hereunder written and shown in the approved sub-division plan annexed hereto in orange colour shading hereinafter referred to as "the sub-plot". The Purchasers have paid a total consideration for said sub-plots of **Rs.8,53,72,000/- (Rupees Eight Crores Fifty Three Lacs Seventy Two Thousand Only)** vide cheque no. 928826 dated 27/05/2011 drawn on Oriental Bank of Commerce, Goregaon (East) Mumbai - 400063 as per the booking application form, which is more than the notified price of the said sub-plot as per Govt. Gazette.

L. The Purchasers agree and undertake to pay to the Vendors and/or any other entity formed or person/s appointed by the Vendors proportionate charges and expenses with other Purchasers in respect of the maintenance, security and upkeep of the common areas and open spaces including Gardens, Play Grounds etc., within "the said Larger Property".

Property situated at Bambolim Village, within the village Panchayat of Curca Bambolim, Santana, Tiswadi, Taluka, sub-district Ilhas, District Goa, described in Land Registration office under no. 2350 at folio 255 V of Book B - 27 and enrolled in Matriz Predial (Revenue) Nos. 169, 170 and 171 and in recent survey surveyed under no. 16/1 sub-division 1 of Village Bambolim admeasuring 39,425 sq.mtrs.

The above two properties a and b are enrolled in the Taluka Revenue Office under Matriz Predial (Revenue) Nos. 169, 170 and 171.

c) Property having survey no. 17/3, 19/2, 20/2, 21/1, 21/3, and 21/5 (35,325 sq. mtrs) by a Deed dated 8th Nov 1993, at Panaji registered in the office of the sub-registrar of Ilhas Taluka under no. 821 at pages 269 to 585 book no. I Vol no. 301 dated 17th June 1994.

'A' All that property known as "Vanealem Bata" situated at Bambolim village within the village Panchayat of Curca, Bambolim Santana described as a whole in the Land Registration office at Tiswadi Taluka at Panaji, under no. 13218 at folios 13 of Book B - 35 New and enrolled in the Revenue office of Ilhas Taluka, Panjim, Goa under Matriz Predial (Revenue) nos. 172, 173, 175, 176, 179, 180, 183, 185 and 188.

All that property known as "Nauchecho Cudco" situated at Bambolim village within the village Panchayat of Curca, Bambolim, Santana described in as a whole in the Land Registration office of Tiswadi Taluka at Panaji under no. 13217 at folios 12V of Book B - 35 New and enrolled in the Revenue office of Ilhas Taluka, Panjim, Goa, under Matriz Predial (Revenue) nos. 172, 173, 175, 179, 180, 183, 185 and 188.

All that property known as "Vanealem Bhatt" described in the Land Registration office of Tiswadi Taluka, Panaji under no. 20704 at folio 102 of Book 35 New consisting of coconut grove which is one of the property described in the land Registration office of Tiswadi Taluka at Panaji under no. 13218 at folio 13 of Book 35 New and forms a distinct property by itself.

'B' All that property known as "Nauchecho Cudco" described in the Land Registration office of Tiswadi Taluka, Panaji, under no. 20705 at folio 103 of Book 55 new situated at Bambolim village consisting of coconut grove being one part of two additions of the whole property described under no. 13217 at folio 12V of Book 35 New forming property described by itself.

Both the properties (A) and (B) are inscribed in the name of Subraya Pandurang Camotim Mamai alias 'Xaba' and his wife Smt. Satyabhama Camotim Mamai under No. 22861 at folio 30 of book G 36 and are surveyed under nos. 19/2, 17/3, 21/1, 21/3, 21/5 and 20/2 having a total area of 35,325 sq.mts and enrolled in the Matriz Predial (Revenue) office of Ilhas, Tiswadi Taluka, Panjim, Goa under Matriz Predial (Revenue) Nos. $\frac{1}{2}$ of 172, $\frac{1}{2}$ of 173, $\frac{1}{2}$ of 175, $\frac{1}{2}$ of 176, $\frac{1}{2}$ of 179, $\frac{1}{2}$ of 180, $\frac{1}{2}$ of 183, $\frac{1}{2}$ of 185 and $\frac{1}{2}$ of 188 each.

Both these properties bearing land registration no. 20704 and 20705 are surveyed under no. 17/3, 19/2, 20/2, 21/1, 21/3 and 21/5.

d) Property having survey no.14/1 and 19/3, (20,575 sq. mtrs) by a Deed dated 24th July 1991 at Panaji registered in the office of the sub-registrar of Ilhas Taluka under no. 587 at pages 550 to 630 book no. 1 vol no. 591 dated 28th April 1997.

All that property known as "Sancoacho" situated at Bambolim village, within the Panchayat of Curca, Bambolim Santan, Tiswadi Taluka - Goa described in the Land Registration office of Tiswadi at Panaji under no. 13216 at folio 11. 12 V and 13 of Book B - 35 New, and enrolled in Matriz Predial (Revenue) Nos. 172, 173, 175, 176, 179, 180, 183, 185 and 188 and in recent survey surveyed under no. 14/1, 14/2 and 12/2.

All that property known as "Nauxecho Cudco" situated at village Bambolim, Taluka Tiswadi - Goa, and described in the Land Registration office under no. 13217 at folio 12V of Book B - 35 New and enrolled in the Matriz Predial (Revenue) under nos. 172, 173, 175, 176, 179, 180, 185 and 188 and in recent survey surveyed under no. 19/3.

All that property known as "Vanealem Bata" situated at Village Bambolim, Taluka Tiswadi, Goa and described in the Land Registration office under no. 13218 at folio 13 of Book B - 35 New, and enrolled in Matriz Predial No. 172, 173, 175, 176, 179, 180, 185 and 188 and in recent survey surveyed under no. 17/1 .

e) Property having survey no. 17/2, 18/1, 19/1, 20/1, 20/3, 21/2, 21/4, 21/6 and 21/7 (43,275 sq.mtrs) situated within the Village Panchayat of Bambolim by a Deed dated 16th March 1990 and registered in the office of the sub registrar of Ilhas Taluka under no. 242/91 filed in book no. I vol 126 dated 11th Feb 1991 and is described in the Land registration office, Tiswadi, at Panaji under no. 3580 at page 34 of Book B - 10 New, bearing Matriz Predial (Revenue) Nos. 174, 177, 178, 181, 182, 184, 186 and 187.

f) Property having survey no. 21/8 (1275 sq. mtrs) by a Deed dated 29th April 1992 registered in the office of the sub registrar of Ilhas Taluka under no. 599/93 book no I Vol 229 dated 21st April 1993.

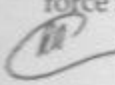
"All that property known as "Satpal" situated at Bambolim village, within the Panchayat of Curca Bamolim Santan, Tiswadi Taluka - Goa, described in Land Registration office of Tiswadi at Panaji under no. 15632 at folio 88 of book B - 41 New. The property is inscribed under No. 8753 at folio 88 of Book G - 17 of Tiswadi, Panaji Goa. The property is not enrolled in Matriz Predial (Revenue) in the Taluka Revenue office.

F. The Vendors have converted the said property from Agricultural to Non-Agricultural use and have obtained the respective Land Conversion Sanads.

G. The Vendors have sub-divided the said property into sub-plots of various areas, sizes and dimensions and laid down roads, open spaces etc. common for layout /developments of said phase I, Phase II and Phase V. Plot holders together with identically reserved/earmarked areas in Phase I and II for which the Village Panchayat of Curca, Bambolim and Talaulim has granted provisional N.O.C under Ref. No. VP/CBT/2004-05/193 dated 1st July 2004, consequent to the order of the Panaji Planning and Development Authority dated 11th June 2004 pursuant to which the Vendors have offered the sub-divided sub-plots of the provisionally approved sub-division to prospective purchasers thereof.

H. The terms and conditions mentioned as common amenities, facilities, internal roads, open spaces and other statutory requirements etc as set out in the order of the PPDA Panaji - Goa, under ref No. PPDA/TIS/Dev/238/1470/04 dated 11th June 2004 are concomitants and incidents or incidental to secure the final N.O.C for the proposed sub-division mentioned above and for benefits of all plot holders in Phases I, II and Phase V of the development scheme.

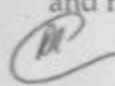
I. The Vendors having obtained the afore mentioned Provisional N.O.C. as stated above, offered the Sub-Plots out of the Sub-Division of "the said Property" as part of Phase II of the said Composite Development Scheme to prospective Purchasers, willing to purchase the same upon the terms and conditions and at or for a consideration mutually agreed and incorporated in the respective Agreements for Sale of the sub-plots and restricted further to design and Architectural parameters in respect of use of the said sub-plots as set out therein and various sanctions, permission, statutes relevant for the purpose and in force from time to time.



M. The Purchasers in addition to the aforesaid sum have accordingly paid to the Vendors a "Corpus Fund" of Rs.15,24,500/- (Rupees Fifteen Lacs Twenty Four Thousand Five Hundred Only), on or before execution hereof, as and by way of Deposit @ of Rs. 500/- per square meter of area of said sub plots, to be maintained in a separate account named "Aldeia De Goa Plot Owners Association (Proposed)" and another Rs. 5,000/- per plot totally amounting to Rs. 35,000/- (Rupees Thirty Five Thousand Only) by way of deposit with the Vendors for formation of an organization of a body or entity to look after and maintain the common amenities in the said scheme of the Vendors.

N. The Purchasers have not entered into any formal agreement with the Vendors and therefore relying on aforementioned Memorandum of Understanding dated 24th May 2011 between the prospective vendors and the purchasers, this deed of Sale and Conveyance have been made directly with the Purchasers incorporating certain restrictions and covenants appearing herein below.

O. The Purchasers are aware that the Vendors have expressed their intention to put up future Special, advantages, features, Amenities and Facilities such as gardens with pavilions amphitheatre, tennis court, jogging track, walkway, view points, children play area and adventure area, party lawn, picnic spot, washrooms; security, club house with swimming pool, gymnasium, steam bath, washrooms, meditation hall (functional at present) and a full fledged club house with swimming pool, tennis courts, badminton court (covered), squash court, billiard room, table tennis, cards room, bar, restaurant, gymnasium and health spa (to be constructed based on pace of development); separate swimming pools and multi utility rooms for each Pod in Phase V is within "the said Larger Property" and the Purchasers herein and/or its nominee (in case of Firm/Company) shall so long as they own and possess the said Sub Plots, will be entitled to membership of such Club House and to use the said Special Amenities and Facilities as per rules and regulations framed by the Vendors and/or its nominee (in case of

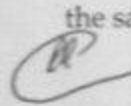


Firm/Company) for the purpose and subject to payment of costs, charges & expenses stipulated in that behalf. The membership of Purchasers or its nominee (in case of Firm/Company), as the case may be, shall be only for themselves and his/her spouse. The management and control of the said Special Amenities and Facilities shall remain with the Vendors and/or any person/s or entity, as the Vendors may determine in their sole discretion. As for the said common areas and open spaces, the Vendors initially and on completion of the development on "the said Larger Property", an Apex Body or Company or Association of Persons as may be formed of all Plot Owners, Premise Owners or their Society, shall be entrusted with the management and control thereof.

P. The Purchasers undertake to perform and observe the conditions of the sanctioned Layout/Sub Division Scheme and the terms and conditions made known to them and acknowledged by them including Permissions and Sanctions and Building Plans in respect of the construction that may be put up by the Purchasers on "the said sub plots" and to use "the said sub plots" only for residential Purpose subject to design, Parameters of Architectural Control annexed hereto as **Annexure "A"**.

Q. The Purchasers also undertakes that they neither independently by themselves nor along with any other occupants of the other sub-plots, Units, Building/s, Premises etc., in "the said Larger Property" i.e Development Scheme "Aldeia De Goa", shall intervene, interfere, disturb or obstruct in any manner, the activities of the Vendors including the use of machinery and equipments, passage of vehicles, employees, servants, agents etc., through the common areas, internal roads etc, as shall be deemed fit and proper by the Vendors for the development of "the said Larger Property".

R. The Purchasers have inspected "the said sub plots" and have found the same to their satisfaction and in consonance with terms agreed



while making payment of the said total consideration sum including with respect to its present dimensions and area as aforesaid sub-plots and shall not at any time raise any dispute, requisition or objection regards the same and the Purchasers upon being so satisfied, have requested the Vendors to execute these presents, based on Memorandum of Understanding dated 24th May 2011 between the prospective vendors and the purchasers and subject to the foregoing obligations and undertakings on the part of the Purchasers, the Vendors have acceded to the said request of the Purchasers.

NOW THEREFORE THIS DEED OF SALE AND CONVEYANCE
WITNESSES AS UNDER:

1. That pursuant to the said Memorandum of Understanding dated 24th May 2011 between the prospective vendors and the purchasers to purchase the said sub-plots and in consideration of the total sum of **Rs.8,53,72,000/- (Rupees Eight Crores Fifty Three Lacs Seventy Two Thousand Only)**, paid by the Purchasers to the Vendors according to the aforesaid, (the receipt of which sum the Vendors do hereby, admit acknowledge and confirm and of and from the payment of the same hereby acquit and forever give full discharge to the Purchasers concerning this sum), and on the basis of the representations, undertakings and agreements by the Purchasers as recited heretofore and subject further to Design and Architectural Parameters annexed hereto as **Annexure "A"**, the Vendors do hereby grant, convey, transfer and assign, free from encumbrances, charges, liens, claims and demands of whatsoever nature, save as setout herein, absolutely and forever by way of sale and conveyance to the Purchasers "the said Sub Plots" nos. 340, 341, 342, 343, 344, 345 and 346 totally admeasuring 3049 sq.mts as fully mentioned and described in detail in Schedule II hereunder written and shown in the approved final sub-division plan annexed hereto in orange colour shading together with all and singular areas, ways, paths, passages, waters, water courses, ditches, plants, trees, liberties, easements, profits, privileges, advantages, rights,

members and appurtenances whatsoever to the said Sub-plots belonging or in any way appertaining thereto or with the same or any part thereof now or at any time heretofore usually held, used, occupied and enjoyed or known as part and member thereof or be appurtenant thereto and all the rights, title, use, property, possession, benefit, claim, demand whatsoever both at law and in equity of the Vendors, into, out of or upon "the said sub-plots" hereby granted, conveyed, sold, transferred and assured, To Have And To Hold the same with its and every one of its rights unto and to the use and benefit of the Purchasers absolutely forever, SUBJECT ALWAYS TO payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may hereafter become chargeable and payable from time to time, in respect of the same to the Government, the Village Panchayat of Bambolim, Tiswadi, Goa or any other public body or local authority and FURTHER SUBJECT ALWAYS TO any development on the said sub plots restricted to only for residential purpose and FURTHER SUBJECT ALWAYS TO the Purchasers and all who hereafter own/possess/occupy "the said sub plots" observing and performing diligently the warranties, undertakings, representations and covenants and obligations on the part of the Purchasers to be observed and performed as made aware by the Vendors and set out herein in these presents as COVENANTS RUNNING WITH LAND under the provisions of the Transfer of Property Act and amendments thereto from time to time, as though deemed to be reproduced verbatim herein.

2 And the Vendors do hereby covenant with the Purchasers that notwithstanding any act, deed, matter or thing whatsoever by them the Vendors or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them, made, done, committed or knowingly or willingly suffered to the contrary, the Vendors now have in themselves good right, full power and absolute authority to grant, sell, assign, release, convey and assure by way of sale and conveyance "the said sub plots", as in the manner hereby granted, sold, assigned,

released, conveyed, assured and confirmed and intended so to be unto and to the use and benefit of the Purchasers in the manner set out in these presents and the Purchasers shall and may at all times hereafter subject to these presents peaceably and quietly enter upon, have, occupy, possess and enjoy "the said sub plots" and receive rents, issues, profits thereof and every part thereof, for their own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Vendors or their successors, legal representatives or by any person or persons lawfully and equitably claiming or to claim by, from, under or in trust for them.

3. And the Vendors do hereby covenant with the Purchasers that they the Purchasers shall subject to these presents be entitled to hereafter hold "the said sub-plots" free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendors, well and sufficiently saved, defended and kept harmless and indemnified of from against all former and other estates, titles, and other charges, encumbrances whatsoever, had, made, done, executed, occasioned or suffered by the Vendors and all persons lawfully and/or equitably claiming or to claim, by, from, under or in trust for them.

4. And the Vendors do hereby further covenant with the Purchasers that they the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever, in "the said sub-plots" as and in the manner hereby conveyed, or any part thereof, from, under or in trust for the Vendors or their successors, legal representatives or any of them shall and will from time to time and at all times hereafter at the request and costs entirely of the Purchasers do and execute or cause to be done and executed all such further acts, deeds, matters, things, conveyances, and assurances in law whatsoever for the better and more perfectly assuring the said sub plots unto and to the use and benefit of the Purchasers their heirs, executors, administrators and assigns as shall be reasonably required.

5. AND the Purchasers hereby covenant with the Vendors that they shall become members of the apex body/association to be Organized, formed and registered by the Vendors of various sub plots Owners/Society/ies in "the said Larger Property", to look after the maintenance, security and up-keep of the said common areas and common open spaces within "the said Larger Property" AND further the Purchasers agree and undertake to promptly and punctually bear and pay to the Vendors initially and ultimately to said Apex Society/Body their proportionate share in the taxes, expenses and outgoings, in respect of the maintenance, security and up-keep of the said common areas and said common spaces and amenities/facilities and the Vendors and/or the said Apex Society/Body, as the case may be, are entitled for defraying the same, out of interest earned from the said "Corpus Fund" and to recoup any shortfall from the Corpus Fund AND they the Purchasers hereby undertake to pay to the Vendors/Apex Society or Body, as the case may be, any deficit or additional charges proportionately for the maintenance, security and upkeep of the said common areas and the common open spaces as is determined by the Vendors or such Society/Association as the case may be from time to time and for which if the interest earned from the said "Corpus Fund" is found to be insufficient in any financial year, regularly and promptly within 30 (Thirty) days of the end of such financial year, commencing from the end of current financial year in ensuing March, so as to enable the Vendors and/or the said Apex Society/Association (when formed), to manage and maintain the common areas and common open spaces uninterruptedly for the benefit of the members and occupants of its member and member societies AND the Purchasers hereby further covenant with the Vendors that they the Purchasers shall accordingly as aforesaid contribute towards the expenditure for the maintenance, upkeep and security of the said common areas and the common open spaces and shall also contribute proportionately to all cost, charges and expenses of renovation, modernization and replacement of such common areas and

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the common open spaces and to observe and perform the rules and regulations framed by the Vendors and/or the said Apex Society/Association to regulate the use and enjoyment of the said common areas and common open spaces, which on completion of the development of "the said Larger Property", the Vendors have agreed to convey in favour of the said Apex Society (excluding the areas to be conveyed to local authorities) and the Purchasers herein do hereby affirm their undertaking and consent for the same.

6. AND further, these presents are also subject to covenant of the purchasers, to also bear and pay the proportionate costs, charges and expenses including the stamp duty and registration charges of the Conveyance to be executed in favour of the Apex Society in respect of the recreation grounds and other common areas and common open spaces/facilities as may be forming part of "the said Larger Property" on completion of the development but excluding only after handing over the same, all such areas under D.P. Roads, Internal Roads and Reservations if any as stipulated by local authorities that are to be handed over to them.

7. AND further that the Purchasers covenant with the Vendors to observe and perform and implement the Terms and Conditions of the different approvals and permissions of the said sanctioned Sub Division Scheme while development and use of "the said sub plots" and as applicable to "the said sub-plots" in relation to sanctions/permissions obtained/to be obtained by the Vendors with regards to development of "the said Larger Property" and the Building Plan as may be sanctioned by the authorities concerned in respect of the development to be carried out by the Purchasers at their own costs, risk and expenses on "the said sub plots" and the Purchasers hereby confirm the entitlement of the Vendors to carry on development on the remaining portions of "the said Property" and "the said Larger Property" in the manner as per the said Sub Division/Layout of said

larger property and relevant phases as determined by Vendors that are sanctioned/to be sanctioned and/or permitted to be amended by the authorities concerned from time to time which shall always be without reference or recourse to Purchasers and/or said apex, body/society.

8. AND it is hereby agreed and declared by the Purchasers for themselves their heirs, administrators, legal representatives and assigns that they shall neither object to nor interfere with the right of the Vendors to utilise the F.A.R (Floor Area Ratio) /Further F.A.R. (Floor Area Ratio) and/or any other benefits etc., as permissible in respect of "the said Larger Property", as may be approved by the authorities concerned from time to time, on any part or portion of "the said Larger Property" excluding that permissible in respect of "the said sub plots" and shall extend their fullest co-operation to the Vendors for utilization of the same including during the course of the construction work which may be subsequently commenced and carried on by the Vendors and such NOC and consent herein is and shall be deemed always to be covenant running with the land i.e "the said sub plots" and be binding on Purchasers and said Apex Society/Body.

9. AND the Purchasers do hereby further covenant with the Vendors, that they shall not either by themselves or by or through or along with other purchasers/occupants, said apex body/society and or its office bearers, servants or agents etc, interfere with the right of the Vendors at all times hereafter to pass to and fro with their employees, workmen, agents and representatives with or without articles, machineries, equipments, vehicles, etc., over the said common areas, ways, paths, roads, etc. maintained by the Vendors/Apex Society or any Ad-Hoc Committee, as the case may be, for the purpose of developing and completing the construction work on "the said Larger Property" as permitted/permissible by the authorities concerned and amendment thereto from time to time and also to use and enjoy the common amenities, advantages, common areas of interest comprising of common water and electricity supply, internal roads, gardens, street

lights, storm water drains, drainage system etc. without any costs, charges and expenses and without causing any injury or loss to the Purchasers for use and enjoyment of "the said Sub-Plots" hereunder transferred sold and conveyed to the Purchasers.

10. AND further that the Purchasers covenant with the Vendors to promptly carry out and comply with the terms, conditions, covenants and stipulations imposed by the statutes, government or other authorities concerned while sanctioning of Plans or issuing Occupation Certificate/Completion Certificate in respect of the said proposed Building on "the said sub plots" if any constructed by the Purchasers and confirm that they shall not commit breach of any of the terms, conditions, covenants and stipulations imposed by the said Authority/ies and/or statutes and shall indemnify and always keep indemnified the Vendors their successors and assigns in all respects of, from and against the same and any losses, damages, claims or demand or litigation and all cost, charges and expenses etc as may be suffered or be called upon to be suffered by Vendors and/or any person claiming by, through, under or in trust for Vendors, on account of any breach or breaches by Purchasers and/or any person/s claiming by through under or in trust for Purchasers including any of Purchaser's contractors, architect, consultants, servants, agents, etc. of any of the terms/covenants of these presents.

11. AND it is hereby agreed and declared that the Purchasers have notice of and hereby accept and confirm that this Deed of Conveyance of the portion of the land i.e. "the said sub plots" fully mentioned and described in the Schedule II hereunder written is only on restrictive basis by the Purchasers as herein mentioned and the Purchasers undertake to use and enjoy the same accordingly.

12. AND it is finally agreed by and between the parties hereto that all out of pocket expenses and costs, charges, expenses of and incidental to these presents including Stamp Duty and Registration Charges shall be

borne and paid by the Purchasers alone and that the consideration herein mentioned is inclusive of the proportionate consideration of the common areas and common open spaces as may be provided by the Vendors in "the said Larger Property", that are to be ultimately conveyed to the said Apex Society or Body as herein mentioned upon completion of the development of "the said Larger Property".

SCHEDULE - I

All that part of the larger Property forming parts of the different properties mentioned at recitals "E" above surveyed under nos. 15/1, 16/1, 35/1, 17/3, 19/2, 20/2, 21/1, 21/3, 21/5, 14/1, 19/3, 17/2, 18/1, 19/1, 20/1, 21/2, 20/3, 21/4, 21/6, 21/7 and 21/8 of Village Bambolim, Taluka Tiswadi, Goa Totally admeasuring 1,80,750 sq.mts. in area and bounded as under.

North : By survey no. 32.

South : By River Zuari.

East : By Public road.

West : By survey no. 31-1-A.

SCHEDULE - II

All that sub-plots Nos. 340, 341, 342, 343, 344, 345 and 346 located in survey no. 16 of village Bambolim, Taluka, Tiswadi, Goa as shown in the Sub-Division Plan annexed hereto in orange shading totally admeasuring 3049 sq.mtrs in area and bounded as follows:-

Sub Plot No. 340.

North by : Partly by 252 & 254.

South by : 8 meter wide road.

East by : Plot no. 341.

West by : Plot no. 339.

Sub Plot No. 341.

North by : Partly by 254 & 256.

South by : 8 meter wide internal road.

East by : Plot no.342.

West by : Plot no. 340.

Sub Plot No. 342.

North by : Partly by 256 & 258.

South by : 8 meter wide internal road.

East by : Plot no. 343.

West by : Plot no. 341.

Sub Plot No. 343.

North by : Partly by 258 & 260.

South by : 8 meter wide internal road.

East by : Plot no. 344.

West by : Plot no.342.

Sub Plot No. 344.

North by : Partly by 260 & 262.

South by : 8 meter wide internal road.

East by : Plot no. 345.

West by : Plot no. 343.

Sub Plot No. 345.

North by : Partly by 262.

South by : 8 meter wide internal road.

East by : Plot no. 346.

West by : Plot no. 344.



Sub Plot No. 346.

North by : Partly by 262, 266 & 268.

South by : 8 meter wide internal road.

East by : 8 meter wide internal road.

West by : Plot no. 345.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on the day and year first hereinabove written in the presence of witnesses.



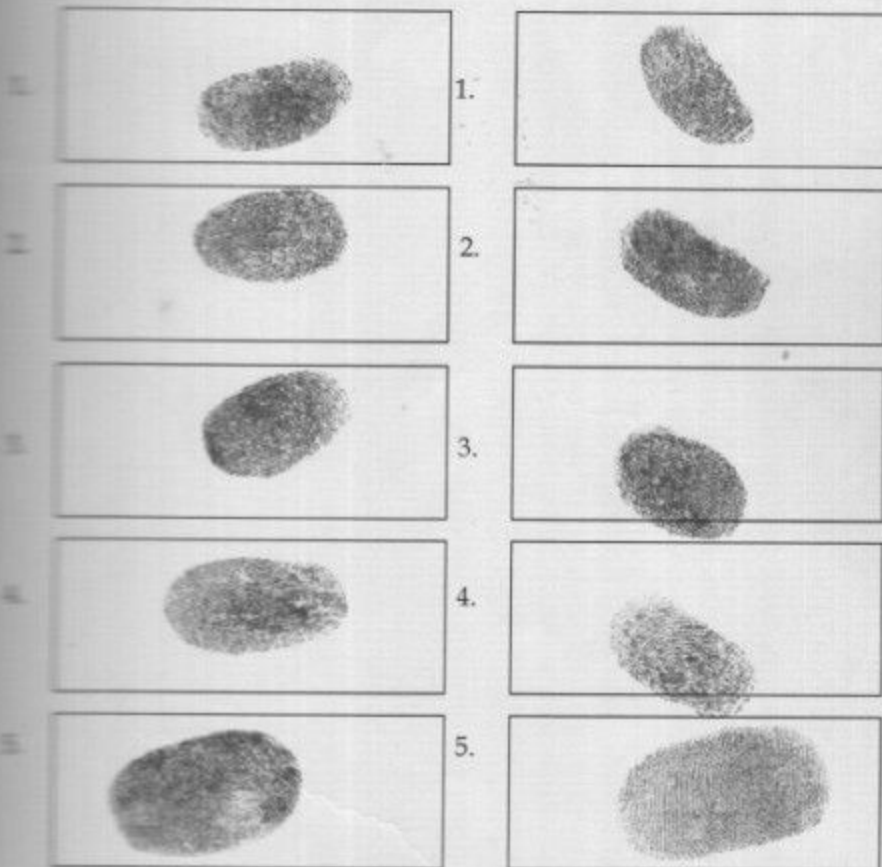
Signed, executed and delivered
for and on behalf of the
within named Vendors Goan Real
Estate and Construction Pvt. Ltd.
by their authorized signatory
and Director Projects
MR. S.C.K.PURI. (RETD)
Left hand finger prints



[Handwritten signature]

BRIG. S.C.K.PURI. (RETD)

Right hand finger prints



[Handwritten mark]

[Handwritten mark]



Signed executed and delivered for and)

on behalf of within named Purchasers)

Indo Saigon Agency)

by their firm Partner)

Mr Ram Kaliandas Daryanani)

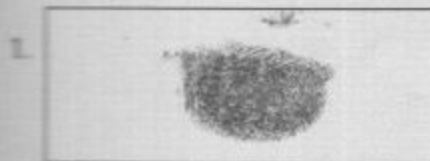
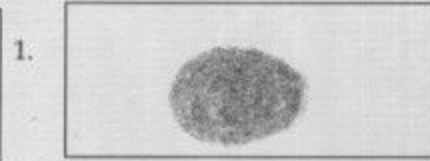
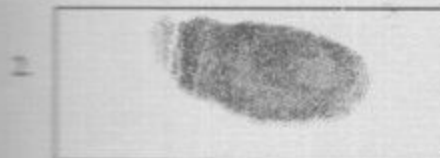
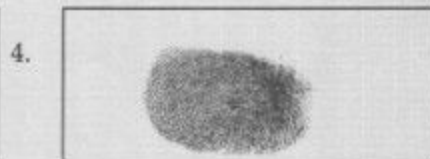
MR.RAM KALIANDAS DARYANANI

FOR INDO SAIGON AGENCY,

Mr Ram Kaliandas Daryanani
PARTNER

Left hand finger prints

Right hand finger prints

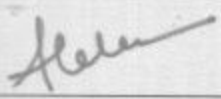


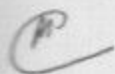
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Witnesses:

1.  (PRAVIN FERNANDEZ)

2.  (AARON TELES)





ALDEIA DE GOA.

Bambolim, Goa.

GUIDELINES FOR PLOT HOLDERS ON DESIGN PARAMETERS OF ARCHITECTURAL CONTROL.

GENERAL

1. M/s Goan Real Estate and Construction Limited have developed a Residential Enclave "Aldeia de Goa" at Bambolim, Goa, on the bank of River Zuari. The enclave has a breath taking panoramic view of the beach and beyond. The total number of the residential plots in the Aldeia de Goa is about 340.
2. In order to ensure that the built-up environment does not ruin the scenic quality of the area, to control density of development, to establish a visual/aesthetic harmony of development and to prevent this prime residential area from degenerating into another concrete jungle, it is found necessary to introduce the "Concept of Architectural Control" for the buildings that would be constructed on the residential plots of Aldeia. The architectural control will also prevent the residential buildings on any plot from blocking the view of the buildings constructed on the plots located in its rear.

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The Architectural Control is proposed to be enforced on all the buildings proposed to be constructed with in Aldeia de Goa through control of the key design parameters described in the following paras.

PARAMETERS OF ARCHITECTURAL CONTROL.

One Plot – One Villa.

Only one dwelling unit (a villa) shall be permitted on each plot. Flats, apartments) guest houses, hostels, etc. are not permitted.

Setbacks.

A setback of 3 mts (minimum) from the plot boundary shall be maintained around the building at all levels – on sides, front and rear.

Following projection shall be permitted with in the setbacks.

(a) Front Setback.

An unstoried porch/canopy/provided that a minimum setback of 2 mts clear is left between the Right of Way of the road and the extreme edge of the projection including roof projection and no columns are located within the setback.

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Cantilevered Balconies, cantilevered verandah & stair landing projection, floor projection which are cantilevered, are permitted provided that 2.00 mts clear setback is left between the Right of Way of the road and such projection and 2.50 mts minimum between the ground and bottom of such projections.

No structure on Ground shall be permitted within the setback – including retaining walls of height exceeding 90 cms above the road level. (Refer Sketch at Annexure. 1)

Side and Rear Setback.

Cantilevered weather board /sun shades / chajjas, balconies, canopies or stair landings projections are permitted provided that they are at a minimum height of 2.50 mts from the Ground and not more than 1.50 mts in depth, which includes the roof/weather board of the cantilevered balcony.

Height of the Building.

Height of the Building upto the topmost part (ridge) of the roof shall be restricted to 9 mts above the average plot level. (which will be calculated as the average of the levels of all corners of the plot).

Q

The levels of the corners of the plot shall be as provided by the Company.

No projection of any kind (water tank, machine room of the lift, etc) shall be permitted beyond the 9 mts level described above.

Further, the building at every point shall generally be restricted to minimum Ground + One Storey only. Provision of basement, semi-basement, area on stilt, attic under roof, etc. shall be considered on the basis of their merit, within the overall height restriction at any point.

Architectural Style.

Goan (including modern Goan) Architectural Style with a sloping roof - at least in part - shall be incorporated in the design of the villa.

Proposed Plot Levels.

- (1) The proposed plot levels around the buildings, clearly indicating on the building/layout plans, should be such that at no point the height of the retaining wall necessary to attain that level should exceed 1.50 mts above the ground level of the neighboring plot on sides and rear. The height of the compound wall on side and rear should not exceed 2.50 mts above the level of the neighboring plot at any point in such cases.

(11)

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- (b) The proposed plot level in front should be such that the height of the retaining wall necessary to attain that level does not exceed 90 cms above the road level at any point as mentioned earlier in para 2.2 above. The height of the front compound wall should, not exceed 2.10 mts at above the road level at any point along the frontage.

Compound Wall.

- (a) A uniform given design of compound wall shall be adopted for the front compound wall (Ref. Annexure. 2a and 2b).
- (b) While location of the Gate shall be decided by the plot holder, it will be a cast iron or M.S. (powder coated) gate, with a transparent given design, and shall not exceed 1.50 mts in height on the side and 1.80 mts in the center above the road level (Ref. Annexure. 3).
- (c) The compound wall shall be painted in white colour and C.I or M.S Grills (including the Gate), powder coated in black colour.
- (d) The compound wall height on the sides and rear shall not exceed 2.00 mts at maximum, as per the Town Planning Regulations or shall follow the one given in para 2.4(a) above, where a retaining wall is involved.
- Handwritten marks: A circled 'M' and a large '2' are visible below the text.*

- (e) The height of the compound wall in front (including wall + grills) shall not exceed 1.50 mts and the pillar height should not exceed 1.85 mts as given in Annexure. 2. Where a retaining wall is involved, the height of the front compound wall should follow the one given in para 2.4(b) above.
 - (f) Transition of compound wall height in front to be height on the sides shall be carried out gradually within the stretch of 3 mts from the Front boundary of the plot (Ref. Annexure. 4).
 - (g) For corner plots, compound wall at street junction should be constructed so as to maintain minimum sight distance as prescribed under Planning and Development Authority Regulations. Along the intersections of streets, no compound wall shall be raised to a height more than 0.90 mts from the crown of the road for a length prescribed under Planning & Development Regulations.
 - (h) The Villa number and the Name Plate shall be uniform as per the given pattern – in size and shape (Ref. Sketch at Annexure. 2). The material shall be preferably white ceramic tiles, printed predominantly in blue colour.
- (Handwritten signature/initials)*
- (Handwritten number 2)*

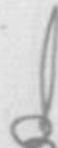
26 External Colour Scheme.

Adoption of Goan Colours for the exterior – which include aquamarine blue, ochre yellow, terracotta/brick red, white, etc. shall be made for the villas. Use of exposed laterite, for the exterior surface, however, shall also be permitted.

27 Landscaping.

While aesthetically designed landscaping with in the plots is, of course, necessary, it shall be ensured that no plant material includes trees and including trees and shrubs, should have a height of more than 2.00 mts. To ensure this frequent pruning shall have to be resorted to. This restriction is introduced in order to protect the scenic view available to the plots from getting blocked by high trees and shrubs.

PROCEDURE FOR OBTAINING ARCHITECTURAL CLEARANCE.

- 3.1 A plan showing the existing topography of the plot with levels of the plot corners as well as contours at 1 mt. Interval, as also required under Planning & Development Regulations, should be submitted at a scale of 1:200, also indicating the levels of the road on which the plot has a frontage (two roads in case of a corner's plot).
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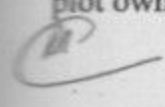
THIS TOPOGRAPHIC PLAN MUST BE BASED ON THE SAME LEVEL FRAMEWORK WHICH IS SUPPLIED BY THE COMPANY.

- 32 The Building Plans submitted for Architectural Clearance should clearly show the proposed levels of every floor of the building, level of the top most part (usually the ridge of the roof) of the building, proposed levels of the plot around the building and the levels of the road on which the plot has a frontage (two in case of a corner plot), with reference to the topographic plan referred to the para 3.1.
- 33 Elevations of the entire length of the compound wall proposed to be constructed along the side and rear of the plot must be given vis-à-vis the existing and proposed plot levels, also showing the stepping, if any .

Elevation of the entire length of the front compound wall must be given with reference to the road level, clearly showing the stepping, if any.

- 34 The Building plans shall be first submitted to the company in triplicate for architectural clearance.

The architectural clearance (approval) stamp of the Company Architect shall be put on every plan, once the plans are approved and one set of approved plan shall be returned to the plot owners.



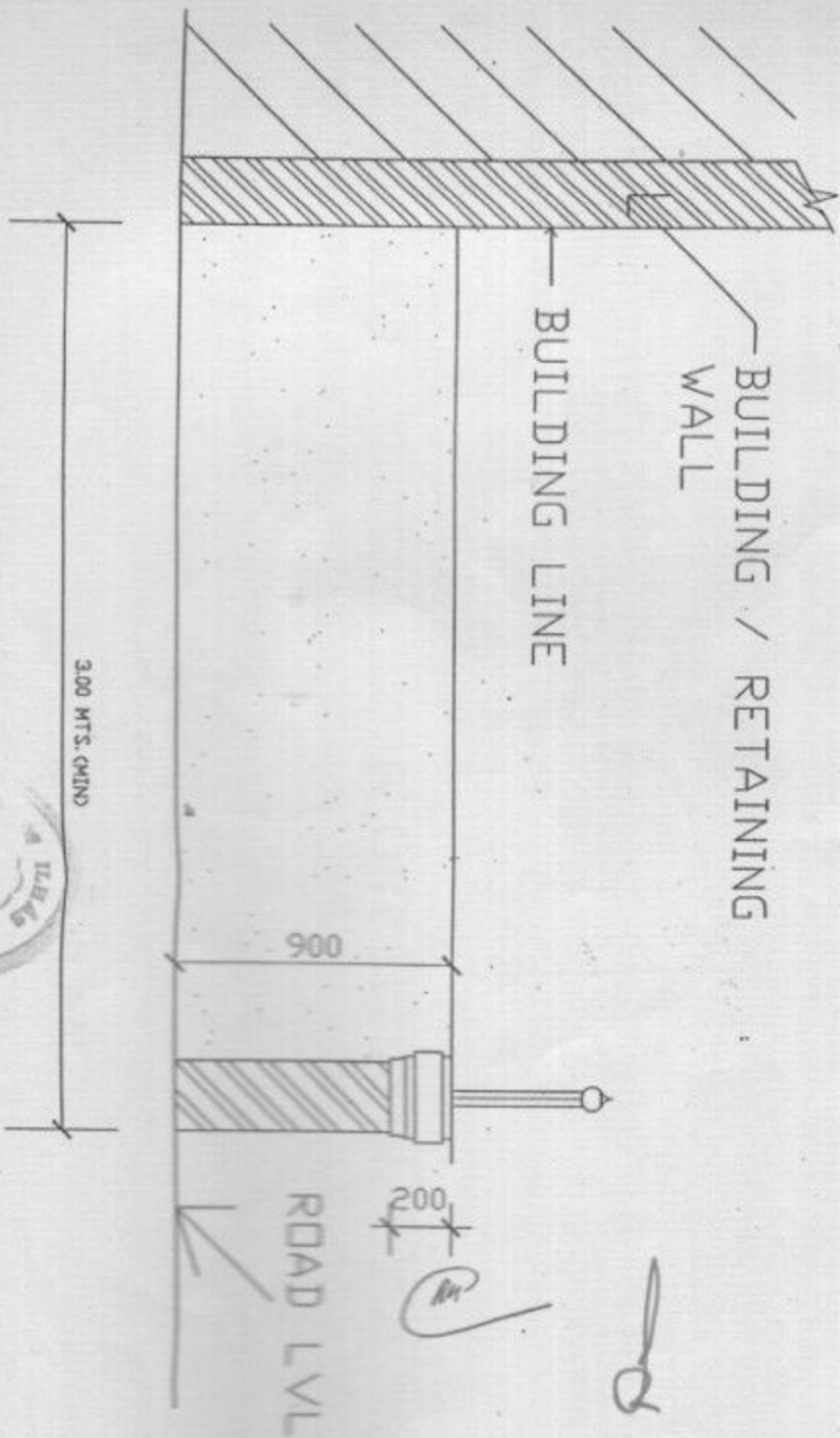
The plot owners thereafter shall submit 6 sets of plans to the company who will put their stamp of approval on each of them thereafter, before they are submitted to the Village Panchayat for Building Licence. The Village Panchayat has been advised by the Company not to accept any application for Building Licence for construction of a villa in Aldeia de Goa, without the architectural clearance/approval stamped there on.

ENFORCEMENT OF ARCHITECTURAL CONTROL GUIDELINES.

1. During execution of Construction of the villa, company personnel shall monitor the construction to ensure that the building is constructed strictly in accordance of the approved plans, incorporating the architectural control guidelines in toto.
2. The Company officials have a full right to stop any construction, if carried out in contravention to the approved plans. The construction shall be allowed to be resumed only after the defaults (vis-à-vis architectural control) are eliminated to the satisfaction of the company officials.

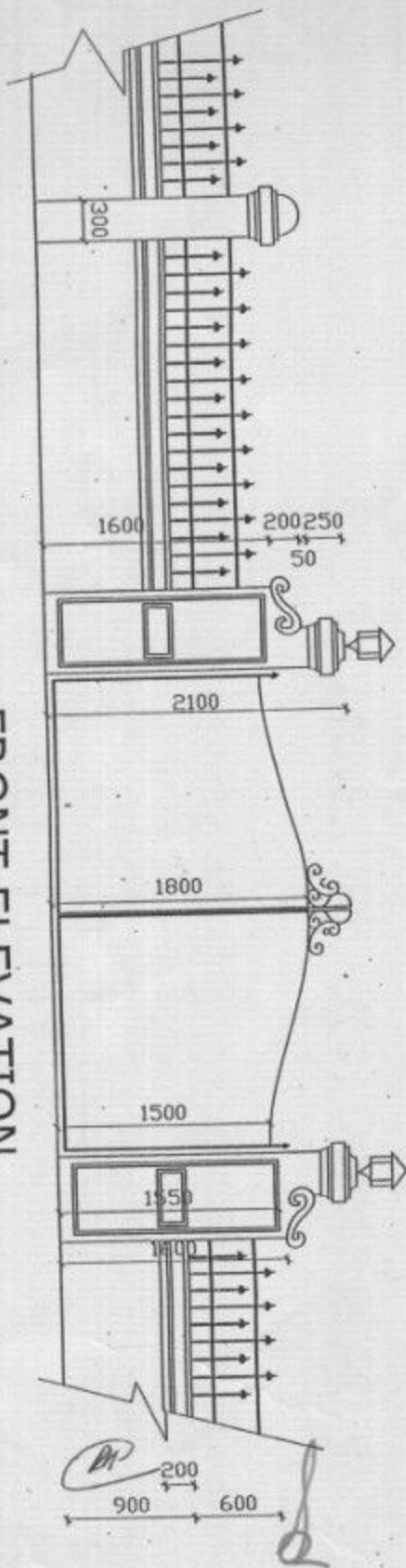
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ANNEXURE -1 NORMS FOR RETAINING WALL IN FRONT



ANNEXURE -2(a) Details of compound wall

FRONT ELEVATION



GATE



PLAN