


- n. To sell, execute and register the sale deeds of the developed plots, flats, godowns bungalows, etc, from the said plot to their nominees, assigns or purchasers of their choice or sell the whole said plot to any party.
- o. To accept on behalf of the Vendors any notices, correspondence, memos, letters, service and to give their say, acceptance, rejection and make any statement and to any department i.e. Mamiattar, Deputy Collector, Panchayat Talathi in respect to mutations partitions, amalgamations, sub division of the sub divided plots, flats, villas, Bungalows etc.
- p. To tie up for Joint venture and to do joint development with any firm, individual, companies and to sign any documents to that effect provided the consideration in Kind which is agreed as per present Agreement is carried forwarded to the Vendors and any liability if at all arising therefrom shall be solely borne by the Purchaser / BUILDER/ DEVELOPER.
- q. To approach, apply and obtained any N.O.C's permissions from C.P.W.D (Central Public Work Department) Ministry of defense, Comunidade of Carambolim, Ministry of Environment and Pollution.
- r. The Vendors do hereby conveys with the Purchaser/ BUILDER/ DEVELOPER not withstanding any acts, deeds, of things hereto before done, executed or knowingly suffered to the contrary to the Vendors are now lawfully seized and possessed of the said plot free from any encumbrances attachments or defects in title whatsoever and that the Vendors has full power and absolute authority to sell/agree to permit development of the said Plot in the manner aforesaid and the Purchaser/ BUILDER/ DEVELOPER shall, hereafter peacefully and quietly hold, posses




For PRITHVI DEVELOPERS


Partner

and enjoy **the said Plot** for the purpose mentioned in this Agreement without any claim or demand whatsoever from **the Vendors** or any body claiming through or under him and **the Vendors** further consent to **the Purchaser/ BUILDER/ DEVELOPER** and their successors, assignors, assignees, administrators, to save, harmless, indemnify and keep indemnified there from or against encumbrances charges and equity whatsoever and further covenants to do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever and further covenants to do or execute or cause to be done or execute all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the developed plots and construction on **the said plot** and every part thereof as per directions of the Purchaser in accordance with through intent and meaning of this Agreement.

And to do all acts, deeds and things necessary for carrying out this Agreement of Sale and development in its true intent on behalf of **the Vendors**.

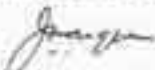
4. In consideration of the terms and conditions and stipulations herein contained and the undertaking given by **the Purchaser/ BUILDER/ DEVELOPER**, **the Vendors** shall deliver the possession of **the said plot** to the purchaser / **BUILDER/ DEVELOPER** for proceedings with the project of the **Purchaser/ BUILDER/ DEVELOPER**.
5. That **the Purchaser / BUILDER/ DEVELOPER**, its employees, representatives, contractors and workers shall at all times hereafter be free to enter upon in **the said plot** described in **Schedule II** hereto and carry on, therein, all such works like demarcating, Surveying, measuring, excavating, erecting etc., as may be deemed fit by **the Purchaser / BUILDER/ DEVELOPER**.


For **PRITHEE DEVELOPERS**


Partner 9

6. That the Purchaser/ BUILDER/ DEVELOPER may enter into any type of Agreement / Deeds with any third person/s of his choice for the sale of any structure to be constructed on the said plot described in the Schedule II hereto, save and except the said premises described in clause (2) hereinabove. All such Agreements / Deeds shall be at the instance of the Purchaser/ BUILDER/ DEVELOPER deemed fit and proper, the Vendors in such Agreements / Deeds shall be represented by the Purchaser/ BUILDER/ DEVELOPER as their Attorney. However, the Vendors shall not be responsible in any manner whatsoever to any third parties/ prospective Purchaser/s who may enter into such Agreement/s / Deed/s with the prospective Purchaser and the Purchaser/ BUILDER/ DEVELOPER do hereby indemnify the Vendors towards any such claim/s of any such Agreement/s arising out of any such Agreement/s with them.

7. The Vendors does hereby covenants with the Purchaser/ BUILDER/ DEVELOPER not withstanding any acts, deeds, of things hereto before done, executed or knowingly suffered to the contrary to the Vendors is now lawfully seized and possessed of the said Plot free from any encumbrances attachments or defects in title whatsoever and that the Vendors has full power and absolute authority to sell/agree to sell/agree to permit development of the said plot in the manner aforesaid and the Purchaser/ BUILDER/ DEVELOPER shall, hereafter peacefully and quietly hold, posses and enjoy the said plot for the purpose mentioned in this Agreement without any claim or demand whatsoever from the Vendors or any body claiming through or under them and the Vendors further covenants with the Purchaser / BUILDER/ DEVELOPER and their successors, assignors, assignees, administrators, to save, harmless, indemnify and keep indemnified there from or against encumbrances, charges and equity whatsoever and further covenants to do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever and further covenants to do or execute or cause to be done or execute all such



For PRITHVI DEVELOPERS



Partner

lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring **the said plot** of land and construction on **the said plot** and every part thereof as per directions of **the Purchaser / BUILDER/ DEVELOPER**, in accordance with thorough intent and meaning of this Agreement.

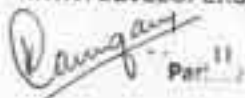
8. That the **Vendors** hereby assures to **the Purchaser / BUILDER/ DEVELOPER**, that they have not created any lien, rights nor there exists any claim of whatsoever nature including the claim of heirship to **the said plot** and that in the event of any such legitimate claim the same shall be specifically handled and settled by **the Vendors** as per law their claims in respect of their consideration without any liability to **the Purchaser/ BUILDER/ DEVELOPER**. However in the event an adverse claim is raised as to the title of the Owner, which results in the stoppage of work, such period lost during the litigation shall be excluded from the period fixed for handing over possession of the premises to **the Vendors**.

9. **The Vendors** declare as under :-

- (a) That they are the absolute owners in exclusive possession of **the said plot** and that no other person/s has any right/s, claim/s or interest/s therein of any nature, whatsoever in **the said plot**.
- (b) That **the said plot** is free from any encumbrances and that there are no pending litigations in respect thereof.
- (c) That **the Vendors** have not entered into any prior agreement in respect of **the said plot**.
- (d) That there are no other person/s who are likely to make or raise any other claim/s, demands, disputes, whatsoever, in respect of **the said plot** and **the Vendors** agree and undertake to indemnify and keep indemnified **the Purchaser/ BUILDER/ DEVELOPER** at all times regarding any such claims or



For PRITHVI DEVELOPERS



Part II

litigations, whatsoever, and to compensate the Purchaser/ BUILDER/ DEVELOPER for any losses if suffered by them at any time due to any such claims or disputes.

- (e) That the said plot is not subject to any notice or notification or proceedings under Land acquisition Act.
- (f) AND THAT there are no tenants, protected or otherwise, in respect of the said plot or any portion/s thereof and no person/s have or can claim any right of tenancy in respect of the said plot or any part thereof under the provisions of the Goa Daman and Diu Tenancy Act, 1964 and the Mundkars Act or under any other law in force in the territory.




10. That the Vendors shall deliver to the Purchaser/ BUILDER/ DEVELOPER all the documents of title of the said plot to enable the Purchaser to arrange necessary finance from any financial institution/s as may be decided by the Purchaser.
11. It is clearly understood between the parties that the Purchaser / BUILDER/ DEVELOPER is buying the said plot to construction thereon for his own use and / or to sell the premises constructed thereon.
12. That the Vendors shall execute Deed of Sale in respect of all rights in the said plot described in Schedule -II hereto or more than one Sale Deed from the part of their rights if so desired by the Purchaser/ BUILDER/ DEVELOPER. The Sale Deed/s as mentioned hereinabove shall, if so desired by the Purchaser/ BUILDER/ DEVELOPER, be executed in favour of any nominee/s including Co-operative society/ Company/ Trust/ Legal Entity as specifically indicated by the Purchaser/ BUILDER/ DEVELOPER. All costs, expenses, charges, stamp duty, registration fees, etc., in respect of such Sale deed/s shall be borne by the Purchaser/ or his nominee/s.

For PRITHVI DEVELOPERS

Partner 12

13. The Purchaser / BUILDER/ DEVELOPER shall be entitled to amalgamate any other or any part thereof as one unit and / or to undertake construction on any one plot by utilizing the floor area of the remaining plot or any other adjoining plot not referred in this agreement as may be available for construction as per Floor Area Ratio.
14. It is agreed between the parties hereto that if in future the said plot is changed into commercial zone or if due to any change in Government policy, the Floor Area Ratio is increased, than the Purchaser/ BUILDER/ DEVELOPER shall be entitled for the entire benefit of the increased Floor Area Ratio and that the Vendors shall have no claim of whatsoever nature on the said increased Floor area ratio. The Vendors shall not be entitled for any other consideration and shall remain same as in mentioned in clause (2) hereinabove.
15. All the costs and expenses that may be incurred in connection with the construction of roads, gutters, buildings or any shop, flats, office therein inclusive of the said premises agreed to be allotted to the Vendors as also any fees, levies, fines, taxes, charges, etc., shall be borne by the Purchaser/ BUILDER/ DEVELOPER.
16. All the approvals, Licences, plans, designs, layouts etc., that may be prepared by the Purchaser / BUILDER/ DEVELOPER shall be binding on the Vendors subject to however that the area and the location of the said premises agreed to be allotted to the Vendors shall not be reduced.
17. The Purchaser / BUILDER/ DEVELOPER shall construct and complete the construction of the said premises as provided in Clause (2) within a period of 30 months from the date of issuance of Final Construction Licence by the Village Panchayat Carambolim, Ilhas-Goa. And that the issuance of Occupancy certificate by concerned




For PRITHVI DEVELOPERS



Partner 11

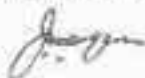
authority shall be conclusive proof of completion of such premises. However in case of delay in completion of work of the said premises, the Purchaser / BUILDER/ DEVELOPER shall be entitled take an additional period of six months for the completion of the same.



18. That the Vendors shall answer all queries raised by the Purchaser / BUILDER/ DEVELOPER and / or his advocate / successor in interest / Purchaser and in case of any defect in title, the Purchaser / BUILDER/ DEVELOPER shall be entitled to suspend its obligations under the present agreement till such defects are rectified to the satisfaction of the Purchaser / BUILDER/ DEVELOPER and / or its advocates, successor in interest/ Purchaser. In case the Vendors fails to comply with the terms hereof, the Purchaser / BUILDER/ DEVELOPER / his nominee/s shall be entitled to rescind this agreement and claim from the vendors all and whatever expenses and damages suffered by it pursuant to the execution of this agreement to any other person deemed fit and proper.

19. That the Vendors shall execute an Irrevocable Power of Attorney in favour of Shri Bhushan Sadanand Savoicar, son of Sadanand Sawaikar, resident of St. Inez, Panaji-Goa, or to any person authorized by the Purchaser / BUILDER/ DEVELOPER to facilitate the Purchaser / BUILDER/ DEVELOPER and to do all the acts mentioned in the said Power of attorney for construction and sale of flat/s / Constructed premises, constructed in the said plot to the prospective buyer/s and for all other purposes directly or indirectly or related and incidental thereto and the Vendors give their consents for the act done by the Purchasers / BUILDER/ DEVELOPER as per the said Power of Attorney.


20. That in pursuance of the said Agreement the Vendors hereby expressly authorizes the Purchaser / BUILDER/ DEVELOPER to enter upon and carry out construction activities forthwith.



For PRITHVI DEVELOPERS



Partner 14

- 
21. **The Vendors** shall render all assistance, cooperation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required to enable the **Purchaser / BUILDER/ DEVELOPER** for development of the said plot and to obtain the necessary approvals/licenses etc till such flats and premises constructed on the said plot are transferred to the prospective buyer/s.
22. That not withstanding the execution of Power of Attorney, the **Vendors** shall if required by the **Purchaser/ BUILDER/ DEVELOPER** call upon to sign such applications, petitions, papers, plans, documents, etc, required for any work of development, construction, conversion and sale of the said plot from the **Vendors** who shall do the same unconditionally.
23. That the **Vendors** hereby agrees, if called upon by the **Purchaser / BUILDER/ DEVELOPER** to transfer, convey or assign the flats, or premises constructed in the said plot in the name of the **Purchaser/** their nominee /s.
24. It is agreed and understood that the **Vendors** shall not obstruct the development work in any way to be carried out by the **Purchaser/ BUILDER/ DEVELOPER** and shall not do any act, matter or thing whereby the **Purchaser / BUILDER/ DEVELOPER** will be prevented from carrying out the Development work envisaged under this Agreement.
25. On the execution of these presents, the **Vendors** have authorized/allowed the **Purchaser/ BUILDER/ DEVELOPER** to do other acts, things therein indicating the proposed development scheme of the purchaser of the said plot.



For **PRIITHVI DEVELOPERS**



Partner 15

26. That the Value of the said plot hereby agreed to sell is Rs.1,40,00,000/- (Rupees One Crore Fourty Lakhs only), as the agreed total consideration of the said plot is Rs.1, 40,00,000/- (Rupees One Crore Forty Lakhs only) is cash and kind, accordingly stamp paper of Rs.4,06,000/- (Rupees Four Lakhs Six Thousand only) is annexed herewith by way of Franking.
27. That both the parties hereto are entitled of specific performance of this Agreement.
28. That any dispute in respect to any clause or terms of this Agreement shall be referred to an independent Arbitrators acceptable to all the parties to this agreement and in terms of the arbitration act.

SCHEDULE I

(The said property)

"AFORAMENTO" or "SAVATT" admeasuring 4575 Sq. Mts., situated at ward Gavant, "PETTER", Village Carambolim, Taluka and Sub-District of Ilhas and District North Goa, enrolled in the Land registration Office bearing No. 19090 at Ilhas, enrolled in the Matriz No. 76 & 77, presently surveyed under surveyed under Survey No. 52 Sub-Division 1 of Village Carambolim:-

- ON THE NORTH : By the Footh path.
- ON THE SOUTH : By the Survey No. 52 Sub Division 2;
- ON THE EAST : By the Survey No. 52 Sub Division 1-A of Carambolimm Village
- On the WEST : By the Road leading From Old Goa to Neura.


For PRITHVI DE... RS

F: 1ner

SCHEDULE II

("the said plot" hereby agreed to be sold)

All that property known as "AFORAMENTO" or "SAVATT" admeasuring 3975 Sq. Mts., situated at ward Gavant, "PETTER", Village Carambolim, Taluka and Sub-District of Ilhas and District North Goa, enrolled in the Land registration Office bearing No. 19090 at Ilhas, enrolled in the Matriz No. 76 & 77, presently surveyed under Survey No. 52 Sub-Division 1 of Village Carambolim, and the same is bounded as under:-

ON THE NORTH : By the Footh path,

ON THE SOUTH : By the Survey No. 52 Sub Division 2;

ON THE EAST : By the part of the same property;

On the WEST : By the Road leading From Old Goa to Neura.

That the said plot hereby agreed to be sold is for better clearness delineated on the plan thereof hereto annexed and marked thereon the boundaries of **the said plot** with red coloured lines.



FOR PRITHVI DEVELOPERS


Partner

**FORM-T- RECEIPT FOR FEE RECEIVED**

OFFICE OF THE CIVIL REGISTRAR CUM SUB-REGISTRAR, TALUKA ILHAS/TISWADI
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time: 17/Dec/2013 04:11 PM

Date of Receipt: 17/Dec/2013

Receipt No: 2469

Serial No. of the Document: 3444

Nature of Document: Agreement to sale with possession

Received the following amounts from Sri Vishal Laungani for Registration of above Document in Book-1 for the year 2013

Rs.Ps

Registration Fee	560000.00
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Processing Fees	290.00
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Total :	560290.00
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Amount in words: Rupees Five Lakh Sixty Thousand Two hundred ninety Only.

Probable date of issue of Registered Document: 11

Vishal Laungani
Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION-OPTIONAL

Please handover the Registered Document to the person named below:

Name of the Person Authorized:

Adv Chodankar

Specimen Signature of the Person Authorized

Signature of the Presenter

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to

_____ on 11

30/12/13 for
B

Signature of the person receiving the Document

Signature of the Sub-Registrar

SIGNED SEALED AND DELIVERED

by the withinnamed

"The Vendors"



Jagan

ie. THE VENDOR NO.1

FOR SLEF AND as an attorney Holder

For SMT AMY MARQUES

ie for Vendor No.2



L.H.T.I.

R.H.T.I.



Jagan

For PRITHVI DEVELOPERS

Rangany
Partner

SIGNED, SEALED AND DELIVERED
by the withinnamed
"THE PURCHASER"
For PRITHVI DEVELOPERS



PRITHVI DEVELOPERS Partner
Through their Partner / Authorised person
Shri Vishal Laungani

LHI



RHI



In the presence of:

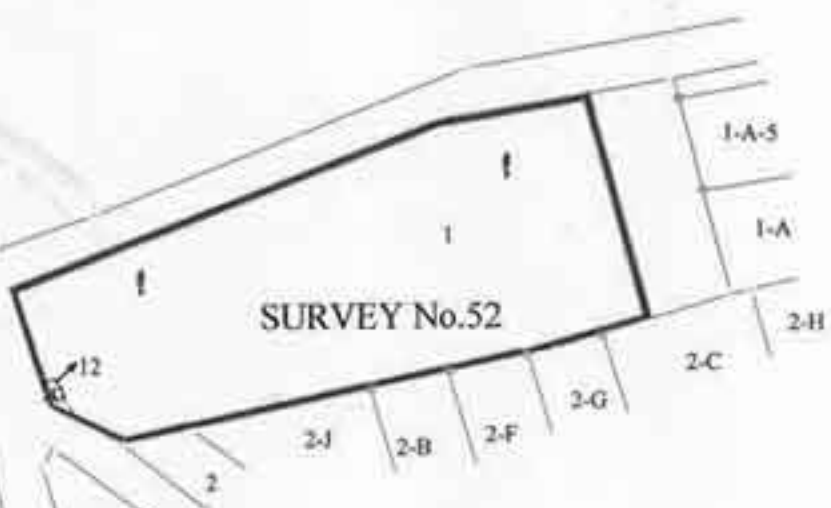
1. A NITESH NARINDER SETHI
2. Lakshmi M. Reddy

For PRITHVI DEVELOPERS

Partner



Plan Showing plots situated at
Village : CARAMBOLIM
Taluka : TISWADI
Survey No./Subdivision No. : 52/ 1



Jays

For PRITHVI DEVELOPERS

Dangam
Partner



Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Print Date & Time : 17-12-2013 04:11:53 PM

Document Serial Number : 3444




Presented at 03:52:00 PM on 17-12-2013 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	560000.00
2	Processing Fees	290.00
	Total :	560290.00

Stamp Duty Required: 140000.00

Stamp Duty Paid: 406100.00

Vishal Laungani presenter

Name	Photo	Thumb Impression	Signature
Vishal Laungani, s/o Sukhdev Laungani , Married, Indian, age 36 Years, Business, r/o 2, Laxmi Vihar, 14/ARD, Khar West Mumbai 52. The Partner and Authorised Person of Prithvi Developers a Partnership Firm, having office at 106, Bhatia Compund, Kothwadi, Opp. Khira Ngar, Santa Cruz West Mumbai 54.			

Endorsements

Executant


1 . Joseph Marques, s/o Santana Marques, Married, Indian, age 63 Years, Business, r/o H.No. E-155, Petter, Carambolim, Tiswadi Goa. For self and as POA holder for the vendor No. 2 (Amy Marques) vide POA dated 06/09/2013 executed before the Notary Ashok P. Gaykar at KalaChowki, Mumbai 400 033 bearing No. 04, Sr. No. 362 dated 06/09/2013.

Photo	Thumb Impression	Signature
		

2. Vishal Laungani, s/o Sukhdev Laungani, Married, Indian, age 36 Years, Business, r/o 2, Laxmi Vihar, 14/ARD, Khar West Mumbai 52. The Partner and Authorised Person of Prithvi Developers a Partnership Firm, having office at 106, Bhatia Compound, Kothwadi, Opp. Khira Ngar, Santa Cruz West Mumbai 54.

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Raviraj Chodankar, s/o Ramesh Chodankar, UnMarried, Indian, age 36 Years, advocate, r/o Santa Cruz Ilhas Goa.	

Scanned By:-

Signature:-


Sub-Registrar
SUB-REGISTRAR
ILHAS

Book-1 Document
Registration Number PNJ-BK1-03317-2013
CD Number PNJD27 on
Date 20-12-2013

Ilhas Tiswadi
Sub-Registrar (Ilhas/Tiswadi)

SUB-REGISTRAR
ILHAS

Scanned By:-

V. Naife

Signature:-

Ilhas



NIL CERTIFICATE OF ENCUMBRANCE ON PROPERTY

Note.— Neither Government nor the Sub-Registrar issuing this certificate guarantees the accuracy or correctness of the contents of this certificate and will not be liable for any claim for damages in respect of any information contained therein.

Certificate No. 1765 of 2013

Application No. 1765 of 2013

Joseph Marquis, Carombolim Talas Goa having applied to me for a certificate giving particulars of registered sale and encumbrances, if any, in respect of undermentioned property— (to be stated and described as given in the application)

I hereby certify that a search has been made in Book I and in the indices relating thereto for forty five year from the 12 day of November 20 1967 to the 4th day of December 2013 for sale and encumbrances affecting the said property and that on such search no sale or encumbrances affecting the said property has been found.

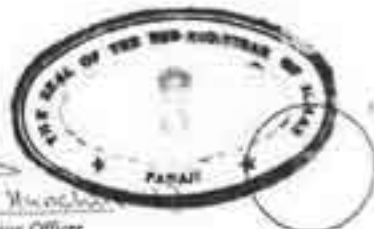
Search made and certificate prepared by (Signature)
(Designation) } AR

Search, verified and certificate examined by (Signature)
(Designation)

Office Sub-Registrar, Tirunelveli

Dated 6/12/2013

Blanchina
Sub-Registrar, Tirunelveli
Signature of Registering Officer
SUB-REGISTRAR
TIRU



Note.— (1) If the property has been described in registered documents in a manner different from the way in which the applicant has described them in the application, the respective contents of such documents will not be included in the certificate.

(2) Under Section 27 of the Registration Act, persons desiring to impart entries in the registers and indices, or requiring copies thereof, or certificate of encumbrances in specified premises should make the search themselves, when the indices will be placed before them on payment of the prescribed fee. But as in the present case the applicant has not availed himself of the search, the requisite search has been made as carefully as possible by the office.

Book 1 copy with the no. 1765 of 2013

DESCRIPTION OF THE PROPERTY

FLAT SHOP PROPERTY

1. Name of the Property:- AFORAMENTO
2. Situation:- Carombalm - Village Talwadi
3. Land registration No. (predial) 19090 B-80(N)
4. Matriz No. (revenue)
5. Survey No.:- 52/1
Area: 3975.

BOUNDARIES OF THE PROPERTY

- North :- By Jeeth Path / way
South :- By Property Bearing S.No. 52/2
East :- By Property Bearing S.No. 52/1 - (A PART OF THE SAME PROPERTY)
WEST :- By Public Road going from Old Goa to Nerma.

Handwritten signature
REGISTRAR
LULAS



CITIZEN CREDIT
CO-OP BANK LTD

Pangya
Authorized Signatory

(Rupees Four Lakhs Six Thousand and One Hundred only)

CITIZEN CREDIT CO-OP BANK LTD
1/23, 100/30 BANGALORE
PUNJAB CANTONMENT

BRANCH 14678 WITH BRANCHAL TX 701
159221 DEC 17 2013



RS. 406100/-

RS. 0406100/-

INDIA STAMP DUTY 400

Name of Purchaser Vishal Sushdau Lawngori

3444/13

406100/-



AGREEMENT FOR DEVELOPMENT AND SALE

This Agreement for Development and Sale is entered into at Panaji on this 17th December 2013.


[Signature]

For PRITHVIRAJ PANGYA

Pangya
Partner

BETWEEN

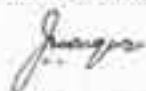
- (1) **SHRI JOSEPH MARQUES**, son of Santana Marques, age 63 years, Married, Business, Indian national, and his wife ;
- (2) **SMT AMY MARQUES**, wife of Shri Joseph Marques, Age 55 years, Married, Business, Indian National, both resident of H.No. E-155, Petter, Carambolim, Tiswadi-Goa. hereafter called **THE VENDORS** (which expression shall unless repugnant to the context or meaning thereof to be deemed to include their heirs, coheirs, executors, administrators, and assigns) of "**THE FIRST PART**".



(In this act the Vendor No 2 is duly represented by Vendor No 1 vide Power of attorney dated 6th September 2013, duly registered before Notary Ashok P. Gaykar, Abdhudaya Nagar, KalaChowaki, Mumbai-400033 bearing No. 04, Serial No. 362 dated 06.09.2013).

AND

PRITHVI DEVELOPERS, a Partnership firm, duly registered under the Partnership Act, 1936, having their office at 106, Bhatia Compound Kothwadi, Opp. Khira Nagar, Santa Cruz (W), Mumbai-54, in this act the Partnership firm is duly represented by its Partner Shri Vishal Laungani, son of Sukhdev Laungani, age 36 years, married, business, Indian National, resident of 2, Laxmi Vihar, 14/ARD, Khar (W), Mumbai-52, hereinafter called **THE PURCHASER/ BUILDER/ DEVELOPER**, (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) of "**THE SECOND PART**".



For **PRITHVI DEVELOPERS**



Partner

WHEREAS there exists larger property known as "AFORAMENTO" or "SAVATT" admeasuring 4575 Sq. Mts., situated at ward Gavant, "PETTER", Village Carambolim, Taluka and Sub-District of Ilhas and District North Goa, enrolled in the Land registration Office bearing No. 19090 at Ilhas, enrolled in the Matriz No. 76 & 77, presently surveyed under surveyed under Survey No. 52 Sub-Division 1 of Village Carambolim, which property is more described in the **Schedule I** herein under written, the above said property hereinafter shall be referred as "the said property ."

AND WHEREAS the above **said property** was inscribed in the name of one Mr. Silvester Fernandes under Inscription No. 5598. Upon the death of said Silvester Fernandes an inventory proceeding bearing No. 836/1927 was instituted in the court judicial division at Ilhas and **the said property** was allotted in the said inventory Proceeding in the following manner :-

a) $1/3^{\text{rd}}$ of **the said property** allotted to One Mr. Damasceno Fernandes alias Domnic Fernandes which is inscribed under No. 16158 of Book-G-28 at Page 95.

b) $1/3^{\text{rd}}$ of **the said property** was allotted to one Mr. Vincent Fernandes which is inscribed under No. 24639 at Book-G-38 at Page 89 V.

c) $1/3^{\text{rd}}$ of **the said property** to one Mrs. Anna Francisca Corte, Widow of Second nuptial of said Mr. Silvester Fernandes and mother of above named Mr. Vincent Fernandes which is inscribed under No. 21433 at Book-F-33 at Page No. 44 V.

AND WHERE AS it is further inscribed in favour of Vincent Fernandes the share of his mother i.e. Mr. Anna Francisca Corte under Inscription No. 21434 of Book-F33 at Page No. V44. That said Mrs. Anna Francisca Corte expired as on 19.10.1961. Accordingly said Vincent Fernandes became the owner of this $2/3^{\text{rd}}$ part/share of **the said Property**

For **PRITHVI DEVELOPERS**

Partner

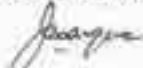
AND WHEREAS as said Vincent Fernandes and his wife gifted his share in the said property i.e the 2/3rd share in the said property to the Vendor No.1 herein vide Deed of Gift dated 14.03.1989, which deed is duly registered before the Sub-registrar of Ilhas bearing registration No. 814/ 92 of Book No.1, Volume no. 176 dated 09.07.1992.

AND WHEREAS an Inventory proceeding bearing No.103/99/A was initiated by said Vincent Fernandes which was finalized on 23rd Sept. 2009 by the Civil Judge Senior Division at Panaji, which inventory proceeding is duly registered before the Sub-registrar, Tiswadi Taluka at Panaji bearing registration No. PNJ-BK-1-02447-2010 of Book-1 document at CD No. PNJD dated 17/08/2010. In the said inventory proceeding the 1/3rd share of in the said property of said Damasceno Fernandes alias Dornic Fernandes was purchased by Joseph Marques.

AND WHERE the Vendor No.1 is married to the Vendor No.2 under Law of Communion Of Assets. Thus the Vendors are jointly entitled for the said property. That the Vendors hereby declares that they are the absolute owners and in possession of the said property.

AND WHEREAS the Purchaser/ BUILDER/ DEVELOPER have approached the Vendors with the proposal to Purchase the said plot of land admeasuring 3975 sq.mts. for a total consideration of Rs 1,40,00,000/- (Rupees One Crore Forty Lakhs only) and pursuant to the said request, the Vendors have agreed to sell to the Purchaser / BUILDER/ DEVELOPER part of the said property mentioned hereinabove, which is a part of the said property, the said plot is fully described in the Schedule II and is identified in the plan hereto annexed in red colour boundry hereinafter written, hereinafter referred as "the said plot", on the terms and conditions as set out herein below,

AND WHEREAS the Vendors has agreed to sell and the Purchaser/ BUILDER/ DEVELOPER have agreed to purchase the said plot of land



For **PRITHVI DEVELOPERS**



Partner

therein, more fully described in the **Schedule II** hereinafter written, on the following terms and conditions :-

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSES AS UNDER:-

1. That the **Vendors** shall sell to the **Purchaser/ BUILDER/ DEVELOPER** and the **Purchaser/ BUILDER/ DEVELOPER** shall **Purchase** from the **Vendors** the said plot described in **Schedule II** hereto for a total consideration in kind and cash as set out in Clause (2) herein under written.

2. That the **Purchaser/ BUILDER/ DEVELOPER** shall pay total consideration of the said plot more particularly described in the **Schedule II** hereinafter written for Rs.1,40,00,000/- (Rupees One Crore Forty Lakhs only) to the **Vendors**, which includes cash as well as kind, in the following manner :-

- (a) Rs. 80,00,000/- (Rupees Eighty Lakhs only) shall be paid to the **Vendors**, at the time of signing this present agreement through RTGS vide Cheque bearing No. 737901 drawn on Dena Bank, Marol branch, dated 17.12.2013 for an amount of Rs.80,00,000/- (Rupees Eighty Lakhs only) (subject to clearance of the above mentioned cheque) in favour of the **Vendor No.1** and balance amount shall be adjusted in kind. **The Purchaser/ BUILDER/ DEVELOPER** shall construct at their cost and consequences and shall hand over 7(seven) flats of which, 6 (six) 2BHK flats admeasuring an superbuilt up area of 83 Sq. Mts., each, 1(one) flat admeasuring super-built area of 165 Sq.mtrs. and two Shops, all the above mentioned flats and Shops shall be on the first building towards the main road and the said building shall be reserved for the **Vendors** herein including Shops if any approved by the **Purchasers / BUILDER/ DEVELOPER**. That all the flats in the said building shall have standard fittings.


For **PRITCHETT DEVELOPERS**


Part of

3. For the above consideration **THE VENDORS** agreed to transfer/assign/ convey to the **Purchaser/ BUILDER/ DEVELOPER** following right in respect of the said Plot :-

- a. To develop the said Plot and for the said purpose, sub divide partition and/or amalgamate the said plot in the manner they feel proper and appropriate.
- b. To approach and obtain for Development, all necessary approvals, No Objection Certificates, Sanads, Licences, Amenities from Government or Semi Government bodies such as P.P.D.A, Town and Country Planning Department, Panchayat of Caramboim, Public Work Department, Electricity Department, Forest Department, Directorate of Health Department or from any other authority/authorities at their own costs, either in their own name or in the name of the Vendors if needed, all not efforts, and expenses. However such N.O.C's rights Permission, Licenses shall be the sole property of the **Purchaser / BUILDER/ DEVELOPER**.
- c. To approach the concern authority/authorities for obtaining conversion of the said Plot or/for changing the Zone there of where ever necessary and sign all document on behalf of and for the **Vendors** for the said purpose.
- d. To pay all the expenses, fees fines or any other charges/amount in connection to the work of the development, to various authorities in respect of the said Plot.
- e. To undertake any construction works on the said Plot necessary for the above said development i.e constructing roads, drainages, installing water pipe lines and electric installation etc after obtaining necessary licenses, N.O.C and permission from concerned authorities.
- f. To construct, build any building structure, flat/s, godowns, shop, apartments play ground on such developed plots in consonance with the prevailing rules applicable for such construction.



For **PRITHVI DEVELOPERS**



Partner

- g. To appoint architects, engineers, evaluators, surveyor, etc. of their own choice for planning and execution of the said Developmental and construction work and to draw plans renew/alter/modify and also agree and have no objection to provide access from the internal road to the other adjoining property as per the requirement and planning point of view.
- h. To raise finance by mortgaging the said Plot in favour of bank or any financial institution public or private and obtain finance/funds which shall not create any liability on the Vendors for such loans or debts if so raised.
- i. To negotiate for sale of such flats, premises and, or any construction carried or to be carried in the said plot or part thereof and enter into such Agreement/ Agreements of Sale on such terms and conditions as the Purchaser / BUILDER/ DEVELOPER deem fit and proper with the customers of his choice independently and without interference of the Vendors.
- To appoint advertising sales and other agents to canvass and sell the same to their assigns, nominees or purchasers of their choice.
- k. To submit the plans for approval for Licences and for renewals with any government authority/semi government or private body/organizations and sign documents for such acts.
- l. And to do all acts, deeds and things necessary for carrying out this Agreement of Sale and development in its true intend on behalf of the Vendors.
- m. To obtain all documents, certificates, N.O.C's or permissions for the smooth transfer of the said plot to the nominees of the said plots or / to the nominees of the developer or to the purchasers as and when it is required.



For PRITHVI DEVELOPERS


Partner