



गोवा GOA

16469 Margao 81213

148148

Value of Stamp 500/-
Name of Purchaser Supreme Realtors
Address Margao, Name of Vendor
Signature of Stamp Vendor

Nbgoppa



AGREEMENT TO SELL

THIS AGREEMENT is entered into at Margao, Goa on this 12th day of February, 2013,

[Handwritten signatures]
Santosh S.
Abhinav
Rajkumar
Anita
DMK
Dimitri
Dimitri

-BETWEEN-

1. **DAMODAR PURSHOTTAM alias LADU RAICAR**, son of Late Shri Purxotoma Damodara Raicar and his wife Late Smt. Saraswati Purxotoma Raicar, age 67 years, having Permanent Account No. APTPR5748C issued by the Income Tax Department and his wife

2. **INDIRA DAMODAR RAICAR**, daughter of Shri Mahadev Anant Chodankar, age 55 years, housewife, having no Permanent Account Number issued by the Income Tax Department

both Indian nationals and residing at Flat No. SF-4, Block 8, "Prabhakar Apartments", Opp. P.W.D., Fatorda, Salcete, Goa;

3. **RAMANAND PARISRAM RAICAR**, son of Late Shri Parisram Raikar and his wife Late Smt. Shalini Raicar, age 52 years, having Permanent Account No. AKQPR8818K issued by the Income Tax Department and his wife

4. **KAMESHWARI RAMANAND RAIKAR**, daughter of Shri Gokuldas Pandurang Raikar, age 43 years, Government servant, having Permanent Account No. abypr9205K issued by the Income Tax Department,

both Indian nationals and residing at G-3, "Mahalaxmi Apartments", near Vithal Mandir, Comba, Margao, Goa;

5. **GOURISH PARISRAM RAICAR**, son of Late Shri Parisram Raikar and his wife Late Smt. Shalini Raicar, age 51 years, , having Permanent Account No. AEIPR7823L issued by the Income Tax Department and his wife

6. **KALPANA GOURISH RAIKAR**, daughter of Shri Krishna Shankar Verlekar, age 47 years, housewife, having

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- A large signature on the left, possibly "W. S. W. S. W."
- "Kamut S.S." written above a signature.
- "Raikar" written in the center.
- "Pratik" written below "Raikar".
- "DK/K" written below "Pratik".
- "Raikar" written below "DK/K".
- "Sail" written at the bottom right.

Permanent Account No. BAMPR7600G issued by the Income Tax Department,


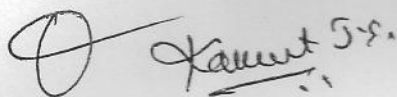
both Indian nationals and residing at F-1, "Pearl Apartments", Damodar Nagar, Fatorda, Salcete, Goa,

hereinafter jointly referred to as the "OWNERS", which expression shall, unless repugnant to the meaning or context thereto, mean and include their heirs, executors, administrators,
ON THE ONE PART

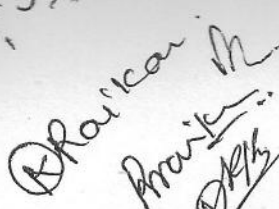
- A N D -

7. **M/S SUPREME REALTORS,**

A partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, with the Registrar of Firms of Salcete at Margao-Goa, having its permanent account number **ABDFS8549N** having its place of business at "**SUPREME**", Behind New Telephone Exchange, Opp. Bombi House, Margao-Goa, represented herein by its duly authorized partners, viz. 1) **SHRI YOGESH YESHWANT NAIK**, son of late **YESHWANT V. NAIK**, Married, 37, Businessman, Indian national, residents of E-74, "**BOMBI HOUSE**", Comba Margao Goa, (2) **SHRI ATUL MADHUSUDAN VIRGINCAR**, son of late **MADHUSUDAN VIRGINCAR**, Married, 51, Businessman, Indian national, residents of E-75, **Martinho Menezes road**, Comba Margao-Goa. (3) **SHRI EKNATH ALIAS JAGANATHSHRI KRISHNA KAMAT**, son of late **SHRIKRISHNA KAMAT**, Married 55, Businessman, Indian national, (4) **SMT. USHA JAGANATH KAMAT**, wife of









JAGANATH KAMAT, Married 51, Businessperson , Indian national, both residents of "Guruprasad", Kamat Bldg, First Floor, Malbhat Margao -Goa (5) SMT. ASMITA SANJAY HEGDE ,wife of SANJAY KRISHNA HEGDE, Married, 48 , Businessperson , Indian national, residents of 602, JUHU SAI DARSHAN, 5TH N.S.EXT. ROAD, JVPD SCHEME, MUMBAI,hereinafter referred to as the 'DEVELOPERS' (which expression, unless repugnant to the meaning or context thereof, shall mean and include the aforesaid partners of the firm for the time being and such other persons as may comprise the partners of the firm from time to time as also the assigns and successors-in-title of the firm), ON THE ONE PART



WHEREAS:-

1. The OWNERS have represented unto the PURCHASER/DEVELOPER as under:

a) That there exists an immovable property known as "BALOPA LOCU NAICALEM", situated in Village Navelim, Taluka Salcete, District South Goa, State Goa, which property is fully described in the SCHEDULE hereunder written and hereinafter referred to as "the said property".

b) That the said property originally belonged to BOGVANTA BABOIA NAIQUE and his wife RADABAI NAIQUE.

c) That vide a deed drawn up on 20th June 1963, the said property was sold by the aforesaid BOGVANTA BABOIA NAIQUE and his wife RADABAI NAIQUE in equal shares to

Kamat Srs.
W. N. Nair
R. N. Nair
Pravara
D/S
Devita
Devit

(a) LADU DAMODARA RAIKAR *alias* PURXOTOMA DAMODARA RAIKAR *married to* SARASVATIBAI RAIKAR and (b) PARISRAMO DAMODARA RAIKAR *married to* SHALINIBAI RAIKAR, which sale is duly recorded under Inscription No. 48578 dated 12th July, 1963.

d) That the aforesaid PURXOTOMA DAMODARA RAIKAR and his wife SARASWATI, both died, the former on 14th May, 2000 and the latter on 19th July, 2003, leaving behind them as their only heirs their two sons, viz. (1) Parties Nos. 1 and 2 herein (DAMODAR LADU RAIKAR and INDIRA DAMODAR RAIKAR) and (b) MAHABALESHWAR RAIKAR *married to* GAURI RAIKAR, which facts are duly recorded and certified in (1) Deed of Succession dated 30th June, 2000, drawn up by Sub-Registrar cum Notary-Ex-Officio of Salcete Taluka at Margao and recorded at Folios 13(overleaf) to 15 of Deeds Book No. 1416 and (b) Deed of Succession dated 7.10.2004, drawn up by the Sub-Registrar cum Notary-Ex-Officio of Salcete Taluka and recorded at Folios 62(overleaf) to 64 of Deeds Book No. 1469.

e) That the aforesaid PARISRAM RAIKAR *alias* PURISRAMA DAMODARA XETE RAIKAR *alias* PORISRAMA DAMODAR RAIKAR *alias* PARISRAM DAMODAR RAIKAR *alias* PORISRAMA DAMODAR RAIKAR and his wife XALINIM PARISRAMA RAIKAR *alias* XALINIBAI RAIKAR *alias* SHALINI RAIKAR, both died, the former on 13th August, 1997 and the latter on 24th November, 2002 leaving behind them their following heirs, viz. (a) two daughters (b) Parties Nos. 3 and 4 herein (RAMANAND RAIKAR and KAMESHWARI RAMANAND RAIKAR) and (c) Parties Nos. 5



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- A signature that appears to be 'Rai Kar' with 'Provis' written below it.
- A signature that appears to be 'Devi' with 'Devi' written below it.
- A signature that appears to be 'Devi' with 'Devi' written below it.

i) That on account of the aforesaid deeds and events, the said property is presently fully, exclusively AND jointly owned by the OWNERS in the following proportions/undivided shares, viz.

<u>Sr.</u>	<u>Name of OWNERS</u>	<u>Entitlement</u>
1.	Parties Nos.1 and 2 (DAMODAR LADU RAIKAR and INDIRA DAMODAR RAIKAR)	$\frac{1}{2}$ (one-half)
2.	Parties Nos. 3 and 4 (RAMANAND RAIKAR and KAMESHWARI RAMANAND RAIKAR)	$\frac{1}{4}$ (one-fourths)
3.	Parties Nos. 5 and 6 herein (GOURISH RAIKAR and KALPANA GOURISH RAIKAR)	$\frac{1}{4}$ (one-fourths)

j) That an area of 170 m² of the said property has been acquired by the Government of Goa (Water Resources Department)for construction of a canal.

2. That there are a few houses on the said property which are shown in the plan of the said property annexed hereto, which are assessed by the Village Panchayat of Navelim, Salcete as follows, viz.

a) House No. 655, assessed in favour of Mr.Caietana Miranda alias caetan Miranda , deceased, wife of Luis Gomes, occupied by their heirs.

b) House No. 654, assessed in favour of Mr. DamodarLotlikar and occupied by the said Mr. DamodarLotlikar and his family.

c) House No. 658, assessed in favour of Domingo Rosario Cardozo and occupied by his wifeMrs. AntonetteDamingoRoasrio. and her family.



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Kant S.S.
D. S. S.
D. S. S.
D. S. S.
D. S. S.

d) House No. 659, assessed in favour of Mrs. AssuncaoCaetana Rebelo and occupied by the said Mrs. AssuncaoCaetanaRebelo is the wife of SaljitAfanso.

3. The OWNERS have represented unto the PURCHASER/DEVELOPER that although the Existing Houses are occupied by the respective occupiers stated in Recital 2 and certain persons are stated as owning the Other Houses, the said occupiers have neither purchased the Existing Houses nor the Other Houses, nor are they paying any rent to the OWNERS and except for Caetana Miranda (referred to in Recital 2(a) above, who has obtained declaration as *Mundkar*), none of the other occupiers have obtained any declaration as to their status, either as *Mundcar*, tenant or otherwise howsoever.

4. The OWNERS have offered to sell the said property to the PURCHASER/DEVELOPER.

5. The OWNERS have declared and covenanted unto the PURCHASER/DEVELOPER as follows:

a) that they have an absolute right to dispose and/or sell the said property and/or deal with it in any manner whatsoever.

b) that there is no legal bar or impediment for this transaction and that the said property is free from encumbrances, liens and/or charges.

c) that other than the persons occupying the Existing Houses and the Other Houses (referred to in Recitals 2 and 3 above), there are no other *Mundcars* and/or any building or agricultural tenants



James S.
Aluka
Rajaram
Pratik
DPK
Dwight
Duke

and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy and/or any other right whatsoever in, to and/or over the said property and/or over any part thereof.

- d) that no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/had been received by and/or served upon the OWNERS in respect of the said property and/or any part thereof.
- e) that neither the said property nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- f) that neither the said property nor any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.
- g) that they are fully entitled to enter into this Agreement with the PURCHASER/DEVELOPER and that they have full rights and authority to sign and execute the same.
- h) that they have not agreed, committed or contracted or entered into any agreement for sale or lease or any other arrangement with third parties in respect of the said property.



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Ravi
Anita
Devika
Kail

i) that they have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever.

6. The OWNERS have offered to sell the said property to the PURCHASER/DEVELOPER and the PURCHASER/DEVELOPER has agreed to purchase the said property on the terms and conditions contained herein relying on the representations and covenants set out hereinabove.

7. The parties are desirous of recording in writing the terms and conditions of their agreement and understanding.

NOW THEREFORE THIS INDENTURE WITNESSETH AS UNDER:-

1. The OWNERS hereby agree to sell the said property to the PURCHASER/DEVELOPER and the PURCHASER/DEVELOPER agrees to purchase the said property from the OWNERS, for the purpose of developing the said property by constructing multi-storeyed building(s) thereon (hereinafter referred to as "the proposed building complex") and selling premises in the proposed building complex.

2. In consideration of the OWNERS agreeing to sell the said property to the PURCHASER/DEVELOPER, the PURCHASER/DEVELOPER shall pay/make good consideration of Rs. 6,19,00,000/- (Rupees six crores Nineteenlakhs only) comprising the following, viz.

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Rajesh S.
Rajesh S.
Rajesh S.
Rajesh S.
Rajesh S.
Rajesh S.



a) Rs. 3,09,50,000/- (Rupees three crores Nine lakhs and fifty thousand only) shall be paid/made good jointly to Parties Nos. 1 and 2 (DAMODAR LADU RAIKAR and INDIRA DAMODARRAICAR).

b) Rs. 1,54,75,000/- (Rupees one crore Fifty Four lakhs and seventy-five thousand only) shall be paid/made good jointly to Parties Nos. 3 and 4 (RAMANAND RAIKAR and KAMESHWARI RAMANAND RAIKAR) and

c) Rs. 1,54,75,000/- (Rupees one crore Fifty Four lakhs and seventy-five thousand only) shall be paid/made good jointly to Parties Nos. 5 and 6 herein (GOURISH RAIKAR and KALPANA GOURISH RAIKAR).

3. The consideration of Rs. 3,09,50,000/- (Rupees three crores Nine lakhs and fifty thousand only) receivable by Parties Nos. 1 and 2 (DAMODAR LADU RAIKAR and INDIRA DAMODAR RAIKAR) from the DEVELOPER shall comprise the following, viz.

a) The DEVELOPER shall construct for and allot the following built-up premises, having present value of Rs. 2,44,60,000/- (Rupees two crores forty-four lakhs and sixty thousand only), viz.

1) Flats Nos. 503 and 505 in Building "D" of the building complex known as "Supreme Colmorod County", situated at Colmorod, Margao, Goa, having an aggregate super built-up area

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① *Flats 503 & 505*
Indira Damodar Raikar
Damodar Raikar
Pratik
Devika
Pratik



of 237.05 sq. mts. and having a present value of Rs. 80,60,000/- (Rupees eighty lakhs and sixty thousand only);

2) Two (2) flats, having approximate aggregate built-up area of 100 sq. mts. in the proposed building complex and having a present value of Rs. 64,00,000/- (Rupees sixty-four lakhs only);

3) One (1) flat, having an approximate built-up area of 110 sq. mts., to be located in the building complex proposed to be put up by the PURCHASER/DEVELOPER' associate firm in a property situated at Margao, Goa which is presently surveyed under Chalta Nos. 217, 117 and 118, all of P. T. Sheet No. 215 of Margao City Survey and having a present value of Rs. 49,50,000/- (Rupees forty-nine lakhs fifty thousand only) and

4) Flat No. D-104 in Building "D" of the building complex known as "Supreme By The Woods", situated in Survey Nos. 53/1-A-1, 53/1-A and 53/1-A-2, all of revenue Village Reis Magos in Bardez Taluka, having a super built-up area of 109.73 sq. mts. and having a present value of Rs. 50,50,000/- (Rupees fifty lakhs and fifty thousand only).

b) The DEVELOPER shall pay a sum of Rs. 64,90,000/- (Rupees Sixty Four lakhs and ninety thousand only), which shall be paid as under:

1) Rs. 64,90,000/- (Rupees Sixty Four lakhs and ninety thousand only), has been paid vide Cheque No. 056501 dated 12/2/2013 drawn on Saraswat Co-operative Bank Ltd, Margao Branch, the receipt whereof Parties Nos. 1 and 2 do hereby admit and acknowledge.



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- A signature that appears to be "Santosh S.S."
- A signature that appears to be "Draikar M"
- Initials "P.M." and "D.B." below the signature
- A signature that appears to be "Draikar" and another signature below it.

4. Separate standard form agreements shall be executed between the PURCHASER/DEVELOPER and/or its associate entities on the one hand and Parties Nos. 1 and 2 herein, on the other hand, in respect of the premises referred to in Clause 3(a) above, setting out detailed terms and conditions. All these agreements shall record that the consideration for the respective premises have been duly paid by Parties Nos. 1 and 2 herein.

5. Delivery of the premises referred to in Clause 3(a) above shall be delivered within the following respective periods, viz.

a) The premises referred to in Clause 3(a)(1) shall be delivered within thirty (30) calendar months of execution of this agreement.

b) The premises referred to in Clause 3(a)(2) shall be delivered within thirty (30) calendar months of obtaining construction licence for the building in which the premises will be situated, which construction licence shall be obtained within six calendar months of execution of this agreement.

c) The premises referred to in Clause 3(a)(3) shall be delivered within thirty (30) calendar months of obtaining construction licence for the building in which the premises will be situated, which construction licence shall be obtained within six calendar months of execution of this agreement and

d) The premises referred to in Clause 3(a)(4) shall be delivered within six (6) calendar months of execution of this agreement.

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Santosh S.
Alfonso
Draivan
Anita
D.K.B.
Devika
Beir



6. The consideration of Rs. 1,54,75,000/- (Rupees one crore Fifty Four lakhs and seventy-five thousand only) receivable by Parties Nos. 3 and 4 (RAMANAND RAICAR and KAMESHWARI RAMANAND RAIKAR) from the DEVELOPER shall comprise the following, viz.

a) The DEVELOPER shall construct for and allot the following premises, having present value of Rs. 90,20,000/- (Rupees ninety lakhs twenty thousand only), viz. Flats Nos. 311 and 411 in Building "T" of the building complex known as "Supreme St. Anthony Complex", situated at Aquem, Margao, Goa, having an aggregate super built-up area of 281.90 sq. mts. and

b) The DEVELOPER shall pay a sum of Rs. 64,55,000/- (Rupees Sixty Four lakhs fifty-five thousand only), which shall be paid as under:

1) Rs. 64,55,000/- (Rupees Sixty Four lakhs fifty-five thousand only), has been paid vide Cheque No. 056502 dated 12/2/2013 drawn on Saraswat Co-operative Bank Ltd, Margao Branch, the receipt whereof Parties Nos. 1 and 2 do hereby admit and acknowledge.

7. A separate standard form agreement shall be executed between the PURCHASER/DEVELOPER' associate entity on the one hand and Parties Nos. 3 and 4 herein, on the other hand, in respect of the premises referred to in Clause 6(a) above, setting out detailed terms and conditions. This agreement shall record that the consideration for the premises have been duly paid by Parties Nos. 3 and 4 herein.

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- A large circular stamp on the left side of the page reads: "NOTARY N S KOLWALKAR SAI PATE VALSAO NO. 224 GOA (INDIA)".
- A handwritten note above the signatures says "Amount 55".
- The signatures include "Ramanand Raikar" and "Kameshwari Raikar".
- There are several other illegible handwritten signatures and initials at the bottom of the page.

8. The premises referred to in Clause 6(a) shall be delivered within three (3) calendar months of execution of this agreement.

9. The consideration of Rs. 1,54,75,000/- (Rupees one crore Fifty Four lakhs and seventy-five thousand only) receivable by Parties Nos. 5 and 6 herein (GOURISH RAICAR and KALPANA GOURISH RAIKAR) shall comprise the following, viz.

a) The DEVELOPER shall construct for and allot the following premises, having present value of Rs. 72,50,000/- (Rupees seventy-two lakhs and fifty thousand only), viz. Flats Nos. 604 and 605 in Building "D" of the building complex known as "Supreme Colmorod County", situated at Colmorod, Margao, Goa, having an aggregate super built-up area of 213.16 sq. mts., and

b) The DEVELOPER shall pay a sum of Rs. 82,25,000/- (Rupees Eighty Two lakhs twenty-five thousand only), which shall be paid as under:

1) Rs. 82,25,000/- (Rupees Eighty Two lakhs twenty-five thousand only) has been paid vide Cheque No. 056503 dated 12/2/2013 drawn on Saraswat Co-operative Bank Ltd, Margao Branch, the receipt whereof Parties Nos. 1 and 2 do hereby admit and acknowledge.

10. A separate standard form agreement shall be executed between the PURCHASER/DEVELOPER' associate



[Handwritten signatures]
Gourish Raicar
Kalpana Gourish Raicar
Davit
Davit

entity on the one hand and Parties Nos. 5 and 6 herein, on the other hand, in respect of the premises referred to in Clause 9(a) above, setting out detailed terms and conditions. This agreement shall record that the consideration for the premises have been duly paid by Parties Nos. 5 and 6 herein.

11. The premises referred to in Clause 9(a) shall be delivered within thirty (30) calendar months of execution of this agreement.

12. The premises referred to in Clauses 3(a), 6(a) and 9(a) above which the PURCHASER/DEVELOPER shall construct for and allot to the OWNERS shall hereinafter be jointly referred to as the "Owners' Premises". The Owners' Premises shall have typical specifications set out in Annexure "A" hereto. Delivery of the Owners' Premises shall be subject to the OWNERS fulfilling their obligations stipulated in Clause 20 hereunder.

13. The PURCHASER/DEVELOPER shall not incur any liability if it is unable to deliver possession of the Owners' Premises on the respective stipulated dates, if the completion of the Owners' Premises or any of them is delayed by reason of non-availability of steel and/or cement or other building materials or shortage/non-availability of water or electric power, or by reason of labour unrest, war, civil commotion or any Act of God, or if such non-delivery is caused as a result of any notice, order, rule, notification or legislation, of the Government and/or any other Public or Competent authority or for any other reason beyond the PURCHASER/DEVELOPER's control which would include delay on account of non-renewal/non-grant of building plans,



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W. N.
D. S.
D. S.
D. S.
D. S.

construction licence and occupancy certificate by the Authorities concerned, despite application therefor being duly made by the PURCHASER/DEVELOPER.

14. The OWNERS agree and undertake that if a Co-operative Society or a Limited Company or other Legal Entity is formed of the purchasers of premises in the proposed building complex for the purpose of maintenance and upkeep of the proposed building complex and the said property (hereinafter referred to as the "Said Maintenance Entity"), that the OWNERS shall become members of the Said Maintenance Entity. The PURCHASER/DEVELOPER shall be entitled to insist on the OWNERS signing all such documents, forms and other papers as may be required for the formation of the Said Maintenance Entity and/or becoming members thereof as a pre-condition for and before handing over possession of the Owners' Premises.

15. The OWNERS agree and bind themselves to pay to the PURCHASER/DEVELOPER, after possession of the Owners' Premises is handed over, regularly every month, by the fifth day of each month, until the conveyance of the said property is executed in favour of the Said Maintenance Entity, the proportionate share that may be decided by the PURCHASER/DEVELOPER or, as the case may be, by the Said Maintenance Entity, for/towards: (a) all Municipal and other taxes and outgoings that may from time to time be levied against the proposed building complex (b) water and electricity connection/consumption charges (c) charges of maintenance and management of the common lights of the proposed building complex (d) other outgoings such as collection charges, charges for



Handwritten signatures and initials:
Kumar S.S.
Rajani
Rajani
Rajani
Rajani
Rajani

watchman, sweepers and (e) charges incurred for the maintenance of accounts incurred in connection with the proposed building complex.

16. The OWNERS shall deposit and keep deposited with the PURCHASER/DEVELOPER at the time of taking possession of the said premises, such sum of money as hereinafter specified and such further sums as may be directed by the PURCHASER/DEVELOPER from time to time, towards the aforesaid expenses and outgoings. The said sum shall not carry interest and will remain with the PURCHASER/DEVELOPER until the conveyance is executed in favour of the Said Maintenance Entity, and on such conveyance being executed, the balance, if any, from the said deposit (after deducting all or any expenses as per this Clause and/or any other deduction as per any other Clause of this Agreement) shall be paid over to the Said Maintenance Entity.

17. The OWNERS shall deposit with the PURCHASER/DEVELOPER at the time of taking possession, such sum of money as hereinafter specified towards the cost, expense and fees for formation of the Said Maintenance Entity.

18. Deposits payable to the Water/Electricity Departments shall be paid/borne by the OWNERS and shall be paid to the PURCHASER/DEVELOPER as and when demanded by them. The PURCHASER/DEVELOPER shall however be entitled to collect such amounts at the time of handing over possession of the said premises to the OWNERS. In the event common meters are obtained for the proposed building complex,



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Rai
Anwar
D.K.
Sinha

the OWNERS shall bear such portion of the deposits as intimated by the PURCHASER/DEVELOPER.

19. Before handing over possession of the said premises to the OWNERS, the OWNERS shall deposit with the PURCHASER/DEVELOPER such sum as may be directed by the PURCHASER/DEVELOPER. Such sums shall be utilized by the PURCHASER/DEVELOPER for the purposes stated in Clauses 15 to 18 above as also for paying Infrastructure Tax in respect of the Owners' premises as also all other taxes, cess and/or any other levies which are payable in respect of the said premises.

20. The OWNERS shall, within 180 days from today, make out a clear, unencumbered and marketable title to the said property in respect to mutation only to the sole and exclusive satisfaction of the PURCHASER/DEVELOPER. For such purpose, the OWNERS shall get their names mutated in the Record of Rights maintained in Forms I & XIV in respect of the said property.

21. After the execution of this agreement, the PURCHASER/DEVELOPER shall be entitled to enter upon the said property, demolish all existing structures and with full right and authority to commence, carry on and complete development thereof, up to the completion of the proposed building complex in all respects and the OWNERS hereby give permission to the PURCHASER/DEVELOPER for such purpose.

D. Kamur S.S.
Albonar
Rai Kar
Pravir
Datta
Devkar
Shir



22. The PURCHASER/DEVELOPER shall position the plinth area of the proposed building complex at any place as it desires on the said property.

23. Immediately upon execution of this Agreement, the PURCHASER/DEVELOPER shall be at liberty and be entitled to sell and/or allot the premises in the proposed building complex and/or to enter into any package deal or arrangement for allotment of such premises at such price and on such terms and conditions as the PURCHASER/DEVELOPER may deem fit, and shall also be entitled to receive the monies of such sale/allotment of the premises in the proposed building complex. The PURCHASER/DEVELOPER shall also be entitled to deliver possession of such premises upon completion of construction thereof, without any liability in respect thereof to the OWNERS.

24. It is however expressly agreed and understood that the OWNERS shall not be entitled to and shall have no right to and/or claim over monies collected from sale of premises in the proposed building complex, the rights of the OWNERS being limited to receiving the Owners' Premises to the payment of the sums stipulated in Clauses 3(b), 4(b) and 5(b) above. It is hereby provided that the OWNERS shall not be responsible and/or liable in any manner whatsoever to the purchasers of premises in the proposed building complex, including to refund monies collected by the PURCHASER/DEVELOPER from the purchasers of premises in the proposed building complex, in case of any such eventuality.

Kolwadkar S.S.
Owners *Raiker*
Pravin
D/S
Devika
Shree



25. It is hereby expressly provided that the PURCHASER/DEVELOPER shall be entitled to charge, mortgage, encumber or offer as security for any loan, the said property or any part thereof or any premises in the proposed building complex(except the Owners' Premises) provided that the OWNERS shall in no event be liable in respect of the repayment of the loan for which the premises in the proposed building complex are charged, mortgaged and/or encumbered as aforesaid.



26. The PURCHASER/DEVELOPER shall be entitled to issue advertisement in newspapers and in other media in respect of sale of premises in the proposed building complex and to offer them for sale as also to erect such advertisement boards in or upon the said property.

27. The OWNERS shall, as and when required by the PURCHASER/DEVELOPER do all such acts, deeds and things as are required, necessary or expedient for the purpose of developing and constructing the proposed building complex including to sign applications for grant/renewals of construction licence and plans, to approach and appear before all Authorities concerned and to apply for/obtain water/electricity connection as also change in user of land. If so called upon by the PURCHASER/DEVELOPER, the OWNERS shall execute a Power of Attorney in favour of the PURCHASER/DEVELOPER and/or their nominee(s) for signing applications for grant/renewal of plans, licenses and for doing all other acts for constructing and completing the proposed building complex. Such Power of Attorney shall be irrevocable.

[Handwritten signatures and names]
HIN S. KOLWALKAR
W. S. ...
D. S. ...
D. S. ...
D. S. ...
D. S. ...

28. The development and the construction of the proposed building complex shall be at the entire costs, expenses and risk and on the entire account of the PURCHASER/DEVELOPER. The PURCHASER/DEVELOPER agree that it will obtain all the requisite renewals of the permissions and licenses required to develop/construct the proposed building complex, at its own cost and responsibility, but if necessary, in the name of the OWNERS. All finances for completion of the development of the proposed building complex shall be provided for by the PURCHASER/DEVELOPER.

29. At the time each of the Owners' Premises is delivered to the respective person to whom such premises have been allotted, the OWNERS shall execute an irrevocable Power of Attorney which will empower the PURCHASER/DEVELOPER to execute a Deed or Deeds of Conveyance in respect of the said property and the premises in the proposed building complex either in favour of the Said Maintenance Entity or favouring individual purchasers of premises in the proposed building complex. All such Deed or Deeds of Conveyance shall be prepared exclusively by the PURCHASER/DEVELOPER's Advocate. The stamp duty, registration Fees and all other fees, costs, charges and expenses for such Deed or Deeds of Conveyance shall be borne by the individual purchasers of premises in the proposed building complex or by the Said Maintenance Entity, as the case may be, and in no case by the OWNERS (except that the OWNERS may, as members of the Said Maintenance Entity, be required to contribute towards the stamp duty, registration Fees and all other fees, costs, charges and expenses).



Kaunt 5-5
Albans
Raihan
Raihan
Raihan
Raihan
Raihan

30. The OWNERS agree and undertake to execute the Deed or Deeds of Conveyance referred to in Clause 31 above notwithstanding that they may have executed a Power of Attorney in favour of the PURCHASER/DEVELOPER and/or its nominee(s) to execute such Deed or Deeds of Conveyance.

31. The PURCHASER/DEVELOPER shall be entitled to enter into separate contracts in its own name with the building, labour contractor(s), architects and other technical and other consultants for carrying out the construction of the proposed building complex.

32. The OWNERS shall not be liable for any accident or injuries that may be caused during the course of construction to any laboureres and/or workmen who may be engaged by the PURCHASER/DEVELOPER for the construction and/or to any third party. The OWNERS shall likewise not be liable for any damage that may be caused to any adjoining property and/or the property of any other third party during the course of construction. The OWNERS shall likewise not be liable in the event of any dispute between the PURCHASER/DEVELOPER and any of their contractors.

33. It is agreed and understood that the PURCHASER/DEVELOPER shall be entitled to name the proposed building complex with such name as may be decided by the PURCHASER/DEVELOPER at its sole discretion.

34. The PURCHASER/DEVELOPER shall settle the claims of the persons occupying the Existing Houses and the Other



Handwritten signatures:
Kant 5/5
Alshair
Drafter
Pratik
Drafter
Kant

Houses (enumerated in Recitals 2 and 3), at the PURCHASER/DEVELOPER's entire cost and expense and the OWNERS shall not be liable to make any contribution or pay any sum or be liable in this respect in any manner. However the OWNERS shall offer all cooperation to the PURCHASER/DEVELOPER in settling such claims including giving necessary authority to deal with the persons etc..


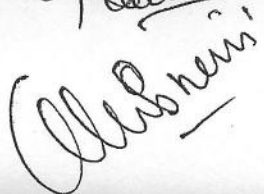
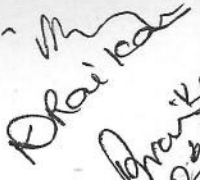
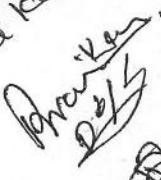


35. All parties hereto shall be entitled to specific performance of this agreement provided they have fulfilled their respective obligations hereunder.

SCHEDULE ABOVE REFERRED
[Said property]

All that immovable property known as "Balopa Locu Naicalem", situated in Village Navelim, Taluka Salcete, District South Goa, State Goa, which is described under No. 6322 at Folio 86(overleaf) of Book B 25 (Old Series), enrolled under Matriz No. 1435, surveyed under Survey No. 67/11 of revenue village Navelim of Salcete Taluka, having an area of 10,450 sq. mts. and bounded as follows:


- East: By the property of Geronimo Costa;
- West: By the coconut grove of the Coffor of Church of Margao and public access;
- North: By the coconut grove known as "Raular" of the Coffor of Church of Margao and
- South: By paddy fields "Calvade" of the Comunidade of Margao.

IN WITNESS WHEREOF the parties hereto have signed and executed this agreement at the place and on the date first hereinabove stated.

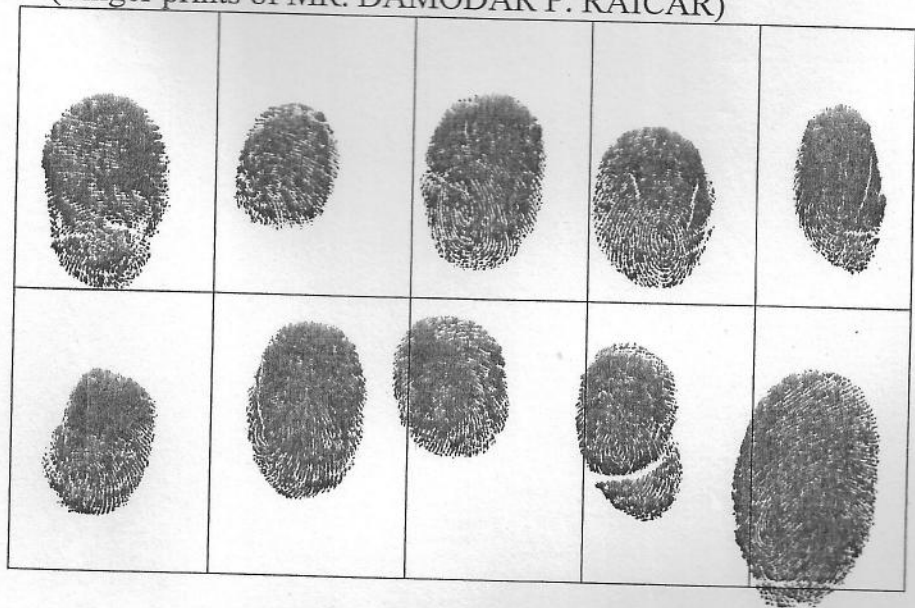


SIGNED AND EXECUTED BY THE OWNERS

	Signature: <u><i>DPR</i></u> (MR. DAMODAR P. RAICAR)
---	---



(Finger prints of MR. DAMODAR P. RAICAR)



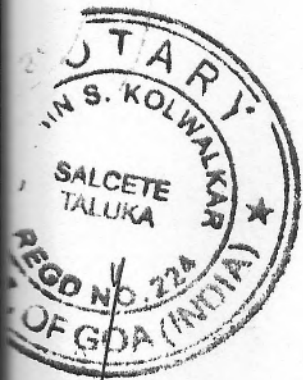
Handwritten signatures and notes:
Kant S.S. M
W. S. M
D. P. Raicar
DPR
D. P. Raicar
DPR

SIGNED AND EXECUTED BY THE OWNERS



	Signature: <u>Mrs. Indira D. Raicar</u> (MRS. INDIRA D. RAICAR)
--	--

(Finger prints of MRS. INDIRA D. RAICAR)



Handwritten notes and signatures:

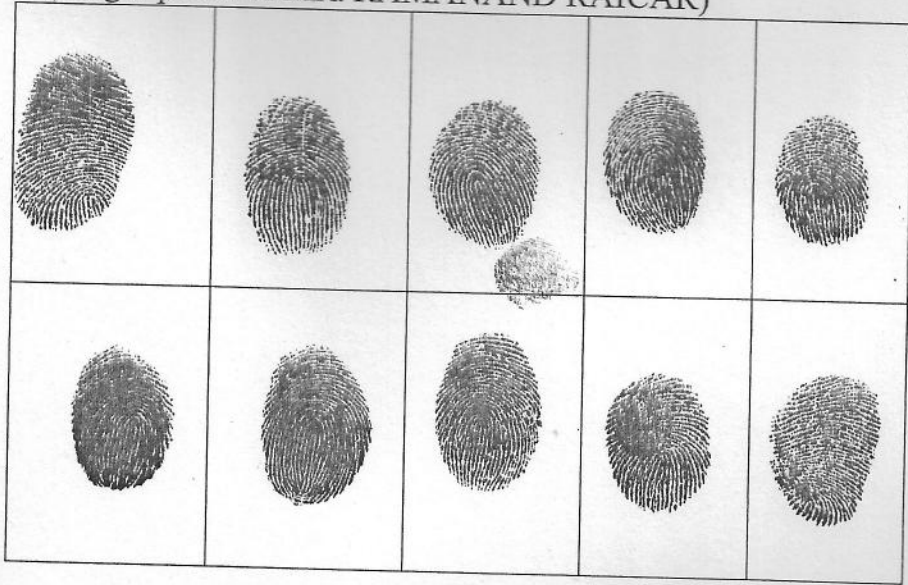
- ① Handwritten signature
- Albonas
- Raicar
- Amish
- Raicar
- Raicar

SIGNED AND EXECUTED BY THE OWNERS



A black and white portrait photograph of a man with dark hair, wearing a striped shirt. A signature is written across the bottom of the photo.	Signature: <u><i>Raicar</i></u> (MR. RAMANAND RAICAR)
--	--

(Finger prints of MR. RAMANAND RAICAR)



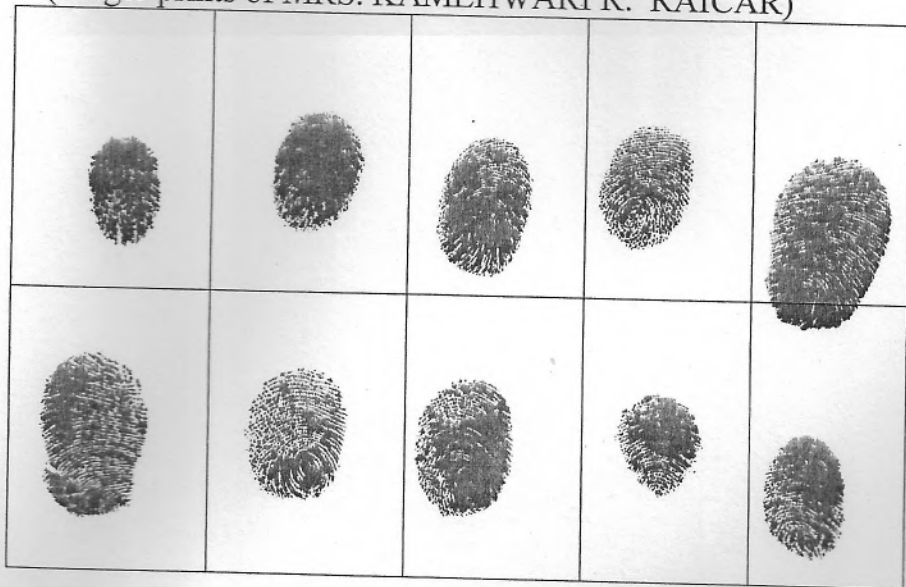
Handwritten signatures and notes:
Kant S.S.
Alphonse
Raicar
Raicar
Raicar
Raicar

SIGNED AND EXECUTED BY THE OWNERS



	Signature: (MRS. KAMEHWARI R. RAICAR)
--	--



(Finger prints of MRS. KAMEHWARI R. RAICAR)



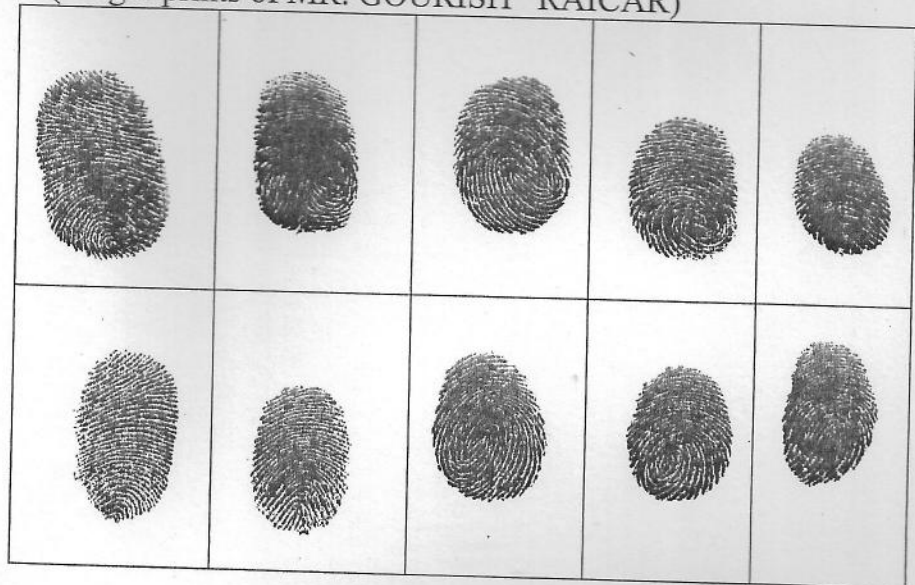
Kamehwari R. Raicar
Raicar
Raicar
Raicar
Raicar

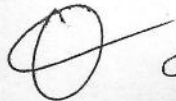
SIGNED AND EXECUTED BY THE OWNERS



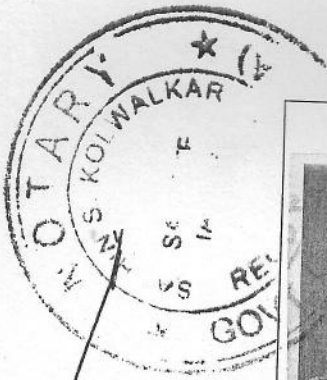
	<p>Signature:  (MR. GOURISH RAICAR)</p>
---	---


(Finger prints of MR. GOURISH RAICAR)



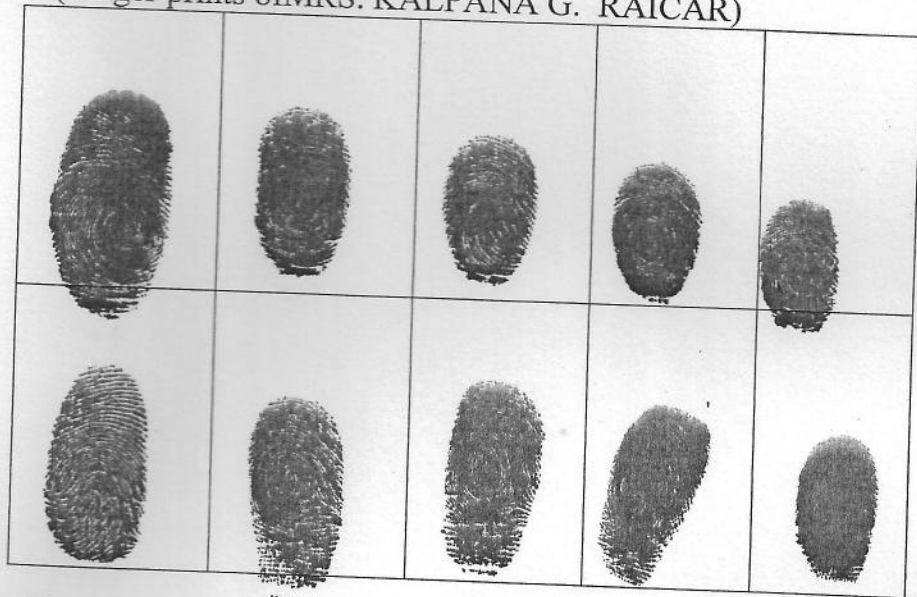
 Kaunt S.S.
Gourish Raicar
Pratik Raicar
Ravi Raicar

SIGNED AND EXECUTED BY THE OWNERS




	<p>Signature: <i>Kalpana G. Raikar</i> (MRS. KALPANA G. RAICAR)</p>
---	--

(Finger prints of MRS. KALPANA G. RAICAR)



Kant S.
Owner
Raikar
Pravara
Deit
Deit

SIGNED AND EXECUTED BY THE DEVELOPERS.

	<p>For and on behalf of M/S SUPREME REALTORS</p> <p>Signature: _____ (MR. YOGESH Y. NAIK) Partner</p>
---	---

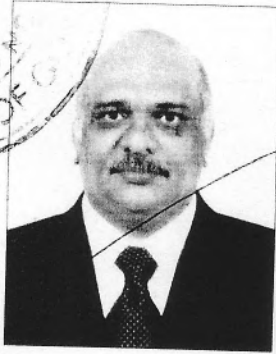


(Finger prints of MR. YOGESH Y. NAIK.)



Handwritten signatures and names:
1. *Yogesh Y. Naik*
2. *Albhan*
3. *Rajkan*
4. *Aravind*
5. *Devika*
6. *Devika*

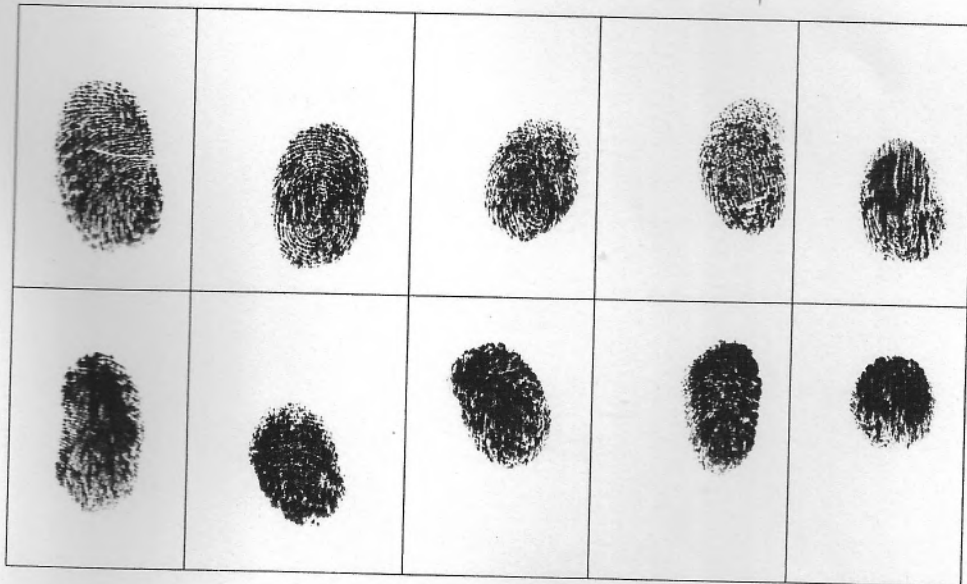
SIGNED AND EXECUTED BY THE DEVELOPERS.



For and on behalf of
M/S SUPREME REALTORS

Signature: _____
(MR. ATUL M. VIRGINCAR)
Partner


(Finger prints of MR. ATUL M. VIRGINCAR)



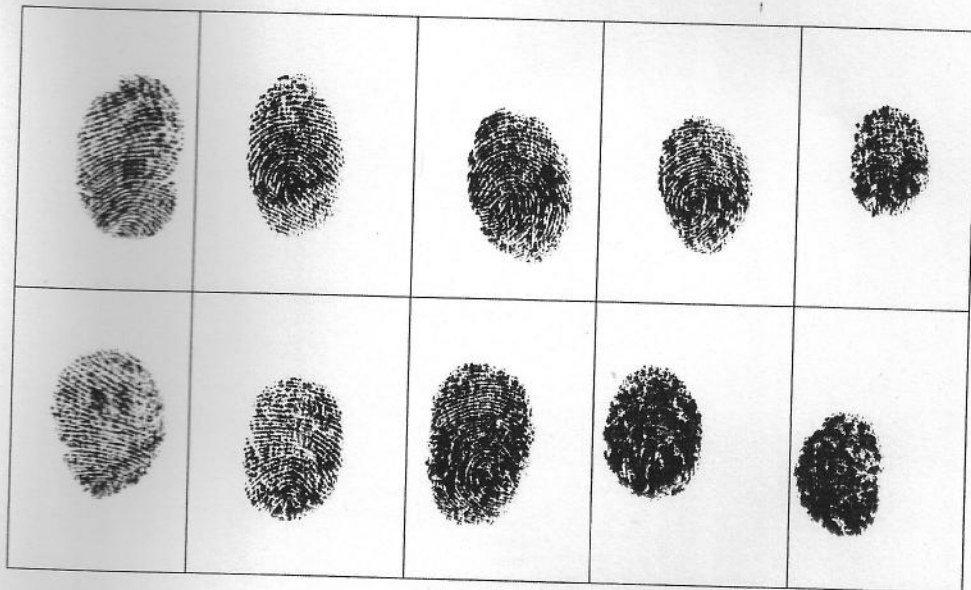
Account 55,
Albion Street,
Raipur,
Chhattisgarh,
India

SIGNED AND EXECUTED BY THE DEVELOPERS.



	<p>For and on behalf of M/S SUPREME REALTORS</p> <p>Signature: <u><i>Eknath S.S.</i></u> (SHRI EKNATH ALIAS JAGANATH SHRIKRISHNA KAMAT) (For self & Attorney of partners 4&5)</p>
---	--

(Finger prints of **SHRI EKNATH ALIAS JAGANATH SHRIKRISHNA KAMAT**)



Eknath S.S.
W. S. Kamat
Rajesh Kamat
Pravara
D. K. Kamat
Devi



WITNESSES:-

1. Raunkar

Name: Raunkhi Graunkar

Address: Ponela

2. _____

Name:

Address:

James S.S.
W. B. Nam
Raunkar
Mark
D/S
Raunkar
Ben





GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of The Inspector Of Survey & Land Records
MARGAO - GOA

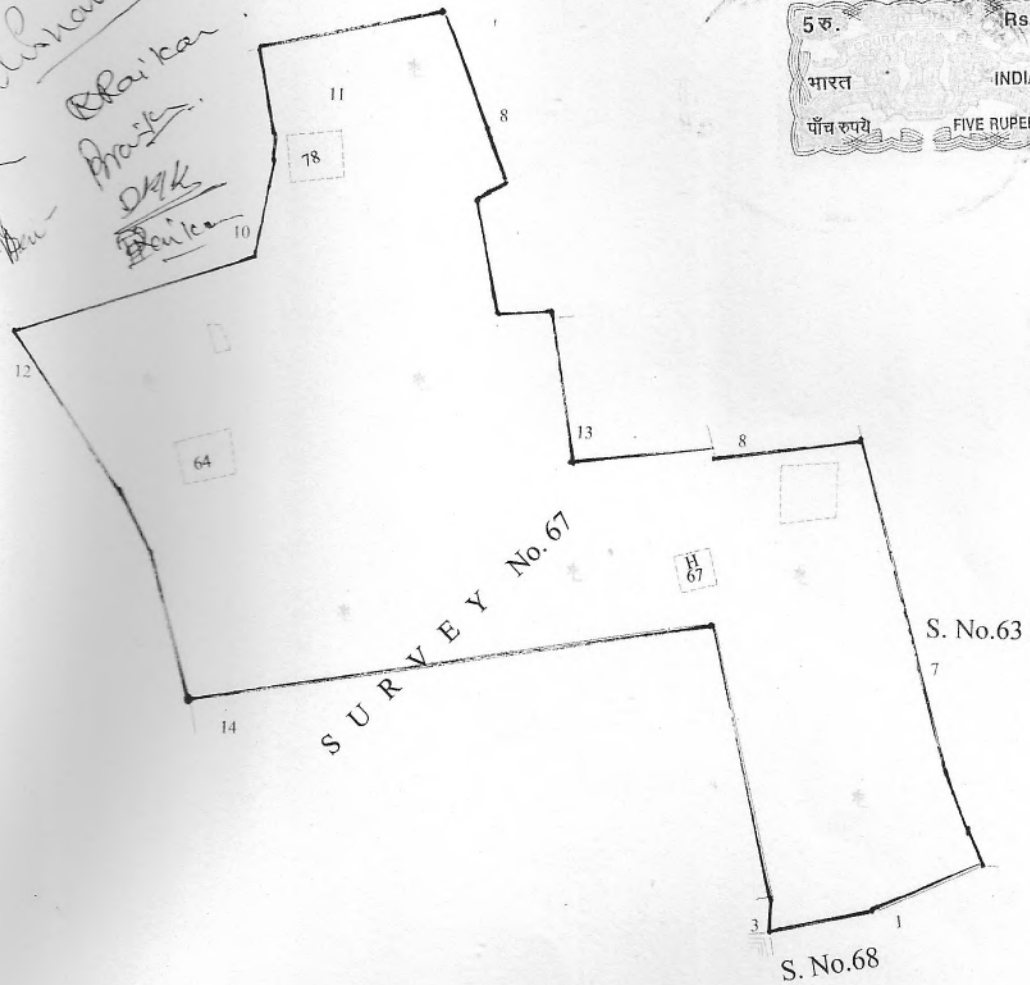
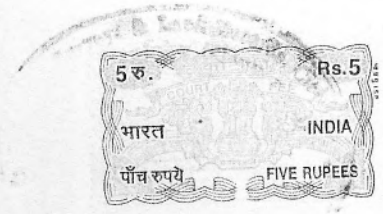


Plan showing plots situated at
 Navelim Village
 Salcete Taluka
 S.No./Sub Div No. 67/ 11
 Scale 1:1000



(Signature)
 17/6/10
 (A.V.VAIGANKAR)
 I.S. & L.R.

Handwritten notes:
 5-8
 Alkonar
 Baikar
 D.K.
 Baiker



Computer Generated by
 On 17-06-2010 *(Signature)*

(Signature)
 17/6/10
 Compared by :

SPECIFICATION OF THE FLAT

IN SUPREME ST. ANTHONY COMPLEX BUILDING 'T'

AND NAVELIM AND MARGAO

Structure : R.C.C framed structure with 8" Laterite Masonry walls and internal wall of 4 1/2" Brick walls.

Flooring : Vitrified tiles for entire Flat

Toilet : Full height of maximum 2.65mts. coloured ceramic tiles & white sanitary wares with premium quality fittings.



Kitchen : Modular Kitchen of 8ft with shutteres and trolley with granite platform and stainless steel sink, 60cms dado of ceramic tiles will be fixed above the granite platform.

Electrical : Three phase copper wiring of proper gauge shall be provided. The systems of wiring shall be casing capping/ concealed with modular switches & accessories of standard make.

The distribution of points are as follows :-

Living /Dining : 2 light points
: 1 fan points
: 2 Five Amps plug points

Kitchen : 1 light points
: 1 fan points
: 1 Five Amps plug points
: 1 Fifteen Amps plug point



K. K. K. K.
A. B. C. D.
E. F. G. H.
I. J. K. L.
M. N. O. P.
Q. R. S. T.
U. V. W. X.
Y. Z. AA. AB.

Bedroom : 2 light points
: 1 Fan point
: 1 Five Amps plug points
: 1 Fifteen Amps plug point

Bathroom : 1 light point
: 1 Fifteen Amps plug point

Balcony , Passage : 1 light point each


Water Supply : Underground sump fitted with pump and overhead tanks. Piping PVC 14 kg pipes.

Doors : Main door frame will be of teakwood & shutter will be of BST flush door duly polished. All other frames will be of Sal/Matti wood and shutters will be of 30mm flush door duly oil painted.

Windows : Window shall be of 3/4 series provided of good quality with 4 mm clear glasses. Marble sil shall be provided for window sil.

Wall Finish : External walls with double coat plaster painted with waterproof cement paint & internal walls plastered with gypsum & painted with oil bound distemper.

Roofing : R.C.C. slab with approved Indian type waterproofing and Mangalore tiles.


[Handwritten signatures and initials]
Kumar
Rajendra
Aravind
Devika
Devika

SPECIFICATION OF THE FLAT

IN SUPREME COLMOROD COUNTY BUILDING 'D'

AND SUPREME BY THE WOODS BUILDING 'D'

Structure : R.C.C framed structure with 8" Laterite Masonry walls and internal wall of 4 1/2" Brick walls.

Flooring : Vitrified tiles for entire Flat

Toilet : Full height of maximum 2.65mts. coloured ceramic tiles & white sanitary wares with premium quality fittings.

Kitchen : Modular Kitchen of 8ft with shutteres and trolley with granite platform and stainless steel sink, 60cms dado of ceramic tiles will be fixed above the granite platform.

Electrical : Three phase copper wiring of proper gauge shall be provided. The systems of wiring shall be casing capping/ concealed with modular switches & accessories of standard make.

The distribution of points are as follows :-

Living /Dining : 2 light points
: 1 fan points
: 2 Five Amps plug points

Kitchen : 1 light points
: 1 fan points
: 1 Five Amps plug points
: 1 Fifteen Amps plug point



Handwritten signatures and notes:
Kant S.S.
Alban
Dai kon
Pratik
D.S.
Denton
Kant

Bedroom : 2 light points
: 1 Fan point
: 1 Five Amps plug points
: 1 Fifteen Amps plug point

Bathroom : 1 light point
: 1 Fifteen Amps plug point

Balcony , Passage : 1 light point each

Water Supply : Underground sump fitted with pump and overhead tanks. Piping PVC 14 kg pipes.

Doors : Main door frame will be of teakwood & shutter will be of BST flush door duly polished. All other frames will be of Sal/Matti wood and shutters will be of 30mm flush door duly oil painted.

Windows : Window shall be of 3/4 series provided of good quality with 4 mm clear glasses. Marble sil shall be provided for window sil.

Wall Finish : External walls with double coat plaster painted with waterproof cement paint & internal walls plastered with gypsum & painted with oil bound distemper.

Roofing : R.C.C. slab with approved Indian type waterproofing and Mangalore tiles.



Handwritten signatures and notes:
K. S. S.
W. S. S.
Rai Kar.
Prakash.
D. S. S.
D. S. S.
D. S. S.