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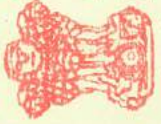
Sanjiv
Authorized Signatory

(Rupees One Lakh Forty Five Thousand only)

CITIZEN CREDIT CO-OP BANK LTD
SURVEY NO. 125/2, PLOT NO. 158
NEAR TEEN BUILDING
ALTO, PORVORIM
BARDEZ - GOA - 403521

347271 03334
174938

NON JUDICIAL
OCT 09 2013



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R 0145000/- PB7147

D-5/STP(V)/C.R./35/34/2011-RD

INDIA

STAMP DUTY

GOA

Name of Purchaser ANTONETA VIJAY KRISHNAN



Serial No
23572013

Presented at the Office of the
Sub-Registrar of
between the hours of 10:00 AM
and 10:00 PM on 23/10/2013

Accepted fees for Rs. N. P.
Registration
Copying (Folios) 400
Copying Endorsements
Postage

100000.00
600.00
10.00
100010.00

Total Rs

100010.00

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AGREEMENT OF DEVELOPMENT CUM SALE

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THIS AGREEMENT OF DEVELOPMENT CUM SALE is made at Mapusa, Goa, on this 24th day of the month of October in the year Two Thousand Thirteen.

BETWEEN

(1) MR. SACRAFAMILIA POLICARPO PERPETUO DE SOUZA, s/o Doreto Caetano Francisco de souza, aged 53 years, married, Business, Portuguese National, holding O.C.I. Card No. A 730118 and (2) MRS. MARY ESPERANCA PEREIRA E DE SOUZA, w/o Mr. Sacrafamilia Policarpo Perpetuo De Souza, aged 47 years, housewife, holding PAN Card No. BKKPP0345L, Indian Nationals and both r/o H.No. 66/C, Xell, Bastora, Bardez, Goa, Shall hereinafter referred to as the "OWNERS/VENDORS" (which expression shall include all their heirs, executors, administrators and assigns) of the FIRST PART

AND

MRS. ANTONETA VIJAYAKRISHNAN, w/o M. B. Vijaykrishnan, aged 62 years, married,

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business, holding PAN Card No. AMVPV0357Q, r/o 486, Posrem Bhat, Taleigao, Tiswadi, Goa, hereinafter called the "PURCHASER/DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include her heirs, successors, administrators, and assigns) OF THE SECOND PART.

AND

SHRI. SHAIKH BABUSAB alias BABUSAHB SUAKAT SHAIKH, s/o Shri. Shaikh Shaukat, aged 44 years, married, businessman, holding PAN Card No. APWPF3988Q, r/o Flat No. UG2, Building No. 9A, Models Legacy, Taligao, Ilhas, Goa, hereinafter called the "CONFIRMING PARTY" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, administrators and assigns) OF THE THIRD PART.

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AND WHEREAS the OWNERS/VENDORS have represented to the PURCHASER that they are is the absolute owners in possession of the property known as "ARADI" also known as "ZOGLEM BATA", admeasuring an area of 1000 sq. mtrs., bearing S.No.38/5, situated at Paliem, Bardez, Goa, which property is found Inscribed in the Land Registration Office under No. 12056 at Folio 52 of F 14, and Described under No. 32085 at folio 133 reverse of B82, which property is fully described and identified in the Schedule-I hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the said property Originally belonged to Mr. Agostinho de Souza and his wife Mrs. Piedade Assuncao Fernandes.

AND WHEREAS upon the death of said Mr. Agostinho de Souza and his wife Mrs. Piedade Assuncao Fernandes, Deed of Partition Division and Gift dated 22/03/1930 registered before the Notarial Office of Mapusa, under Folio 58 reverse onwards of

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Book No.285 of the notes of the then Interim Notary Public came drawn and by the said Partition Deed larger property of which the said property formed a part came to be partitioned and the said property came to be allotted to Mrs. Maria Vitoria Fernandes widow of late Caitano Batista de Sosa and in turn she gifted the same to her daughter Rozaria Izabel de Souza and her husband Mr. Jacinto Policarpo de Souza alias Pedro Xavier de Souza.

AND WHEREAS after the above mentioned gift Deed the came to be inscribed in the name of Mrs. Rosaria Isabel de Souza alias Rozaria Izabel de Souza under No.12056 at folio 52 of F14 as a lease holder of Comunidade of Paliem with respect to the SAID PROPERTY.

AND WHEREAS the said Mrs. Rosaria Isabel de Souza alias Rozaria Izabel de Souza and her husband Mr. Jacinto Policarpo de Souza alias Pedro Xavier de Souza expired leaving behind Mr. Doreto Catano Francisco

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Dsouza married to Mrs. Arcanja Faria D'Souza as their only legal heir.

AND WHEREAS Mr. Doreto Catano Francisco Dsouza expired on 13/06/1998 and his wife Mrs. Arcanja Faria D'Souza expired on 31/07/2001, at Bastora, Goa.

AND WHEREAS by Deed of Succession dated 19/07/2013, executed before the Notary Ex-Officio of Sattari under Registration No.38/13, Book No. 18, at pages 77v dated 19/07/2013, Mr. Sacrafamilia Policarpo Perpetuo De Souza married to Mrs. Mary Esperanca Pereira E De Souza were declared as the sole universal heirs of late Mr. Doreto Catano Francisco Dsouza expired on 13/06/1998 and his wife Mrs. Arcanja Faria D'Souza.

AND WHEREAS annual lease rent due to the Comunidade of Paliem was paid on 02/08/2013 and certificate dated 02/08/2013 was issued by the comunidade stating the

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receipt of payment and stating that there were no dues on the said property.

AND WHEREAS subsequent to the succession Mr. Sacrafamilia Policarpo Perpetua De Souza, the VENDOR No. 1, herein got the mutation done in respect of the SAID PROPERTY and his name is duly figuring in the Form No. I and XIV.

AND WHEREAS by Memorandum of Understanding dated 8th June 2011, executed before and attested by Notary Adv. Iftikhar Agha, under registration No. 101/2011 the VENDORS Mr. Sacrafamilia Policarpo Perpetuo De Souza and Mrs. Mary Esperanca Pereira e De Souza allowed the CONFIRMING PARTY to develop the said property.

AND WHEREAS the CONFIRMING PARTY is unable to develop the said property.

AND WHEREAS the VENDORS are desirous of developing and selling their ownership rights in the said property described in Schedule-I hereunder written.

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AND WHEREAS the PURCHASER/DEVELOPER has approached the VENDORS and the CONFIRMING PARTY with an offer to purchase and DEVELOP the SAID PROPERTY.

AND WHEREAS the DEVELOPER/ PURCHASER has planned to develop the said property described in the SCHEDULE-I and have agreed to develop and purchase the owners rights in the said property and to put up building /buildings thereon at her own cost and expenses, which the OWNERS have agreed to do on certain terms and conditions mutually agreed upon by and between them.

AND WHEREAS the OWNERS have agreed to allow the DEVELOPER to develop the said property for consideration of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) and with a condition that PURCHASER/DEVELOPER shall construct for the VENDORS Mr. Sacrafamilia Policarpo Perpetuo De Souza, and Mrs. Mary Esperanca Pereira e De Souza, 2 double bedroom flats having super built up area of approximately 65 sq. mts each, One located on the first floor and other on the

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second floor.

AND WHEREAS the VENDOR No.1 is represented in this act by his duly constituted attorney, the VENDOR No.2 herein, by virtue of power of attorney dated 11/10/2013, executed before and attested attested by Asstt. Consular Officer, High Commission of India, London, which is duly countersigned by the Additional Collector-I of North Goa Panaji on 18/10/2013.

AND WHEREAS the parties hereto are desirous of recording the said terms and conditions in the manner hereinafter appearing.



NOW THEREFORE THIS AGREEMENT OF DEVELOPMENT CUM SALE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1.The OWNERS, do hereby agree to sell and transfer their right and interest in the said property to the PURCHASER, for the purpose of carrying out developmental activity in the SAID property, for the total

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consideration. Rs. 20,00,000/- (Rupees Twenty Lakhs Only) in addition to certain construction to be allotted to the OWNERS as an guarantee till the completion of the project which is specified below, i.e. to say;

- i) 2 double bedroom flats having super built up area of approximately 65 sq. mts each, One located on the first floor and other on the second floor

The specification of the above construction to be allotted to the OWNERS till the completion of the project are given in SCHEDULE-II, annexed to this Agreement of Development Cum Sale. The estimated development cost of the said flats is Rs. 30,00,000/- (Rupees Thirty Lakhs Only) and accordingly the area for the guarantee in favour of the owners is worked out. The purchaser on completion of the project shall hand over the Two flats admeasuring 65 each one located on the ground floor other located on first floor. So that the total

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consideration of the present Agreement, taking into consideration the cash payment of Rs. 20,00,000/- and in kind payment of Rs. 30,00,000/- comes to Rs. 50,00,000/- .

2. That the PURCHASER has paid to the OWNERS and the CONFIRMING party, the sum of Rs. 13,00,000/- (Rupees Thirteen Lakhs Only), in the following manner i.e. to say;

a) Rs. 2,00,000/- (Rupees Two Lakhs Only) by cheque bearing No. 012807, dated 03/08/2013, drawn on Union Bank of India, Sangolda branch favouring CONFIRMING PARTY

b) Rs. 4,00,000/- (Rupees Four Lakhs Only) by cheque bearing No. 017925, dated 10/10/2013, drawn on Union Bank Of India, Sangolda Branch, favouring the CONFIRMING PARTY *NR*

c) Rs. 5,00,000/- (Rupees Five Lakhs Only), by cheque bearing No. 017922, dated 25/09/2013, drawn on Union Bank of India Bank, Sangolda Branch, favouring, CONFIRMING PARTY, the receipt whereof the OWNERS and the CONFIRMING PRTY do hereby acknowledge and admit,

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d) Rs. 2,00,000/- (Rupees Two Lakhs Only) by cheque bearing No. 017926, drawn on Union Bank of India, Sangolda branch, favouring

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3. That the balance of Rs. 7,00,000/- (Rupees Seven Lakhs Only) shall be paid by he PURCHASER to both above said CONFIRMING PARTY within 3 months from the date of the execution of this Agreement of Development Cum Sale.

4. That the purchaser on completion of the project shall hand over the 2 flats, admeasuring 65 sq. mts. each, as stated above to the OWNERS and on handing over of the possession the OWNERS and the CONFIRMING PARTY shall execute a sale deed in favour of purchaser transferring the SAID PROPERTY in her name.

5. That the PURCHASER shall develop the said property by carrying out construction of the building consisting of shops/show-rooms, flats, apartments, residential hotel, being a residential cum commercial project

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according to the building plans, to be sanctioned by the competent authority.

6. That the CONFIRMING PARTY shall obtain conversion sanad and zoning certificate in respect of the said property for the PURCHASER within period of one month.

7. The OWNERS and the CONFIRMING PARTY hereby confirm to have conferred the absolute and exclusive development and Sale rights unto and in favour of the PURCHASER and for utilization of the present and future F.S.I. (FLOOR SPACE INDEX)/ F.A.R. (FLOOR AREA RATIO) in respect of the Said property, subject to terms and conditions of this Agreement of Development Cum Sale. However all costs thereof is to be borne by the PURCHASER in relation to the proposed development and construction of the building.

8. It is clearly understood that the DEVELOPER/PURCHASER has agreed to buy, the said Property for the purpose of constructing building/s therein and the premises / flats/

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shops etc to be located in the proposed buildings, shall be sold by the DEVELOPER/PURCHASER to persons/s of the DEVELOPERS/PURCHASERS choice without reference to the VENDORS and CONFIRMING PARTY on the "OWNERSHIP BASES" or in any manner and for such consideration as the DEVELOPER/PURCHASER may desire without any interference from the VENDORS. The DEVELOPER/PURCHASER is entitled to receive the price consideration from the prospective buyers/purchasers of Flats/premises/Shops etc. constructed in the SAID PROPERTY. Any profit accruing or any loss incurred shall be enjoyed /suffered by the DEVELOPER/PURCHASER exclusively.

9. The PURCHASER shall be entitled to and are authorized to sell the proposed flats/units/premises along with attached terraces and right to use exclusively parking spaces, etc. to the prospective Buyers/Purchasers of their own choice and OWNERS and the CONFIRMING PARTY hereto shall not have any objection against such sale and the OWNERS and the CONFIRMING PARTY do

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hereby accord their express consent to the PURCHASER to sell the proposed shops/flats/units/ premises falling to their share as provided in this agreement, along with attached terraces and right to use exclusively parking spaces, etc., to the prospective Buyers/Purchasers of their own choice. However PURCHASER shall sell the 2 flats agreed to be allotted to the OWNERS.

10. The PURCHASER do hereby confirm to have accepted the conferment of the absolute and exclusive development and Sale rights for utilization of the present and future F.S.I./F.A.R. in respect of the Said property described in Schedule-I. In case additional F.S.I / F.A.R is made available by the concerned local/Government authorities either due to amendments in relevant Building Rules and Regulations or for any other reason, the OWNERS, CONFIRMING PARTY and the PURCHASER shall have the absolute right to develop the said available F.S.I / F.A.R in future for construction of additional units/premises

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and such additional benefit shall be available to the PURCHASER, OWNERS and the CONFIRMING PARTY.

11. The OWNERS and the CONFIRMING PARTY shall not have any claim or claims or demands except in respect of the 2 flats as specified hereinabove, proposed to constructed in the said property, which are hereby agreed to be delivered to OWNERS and that the PURCHASER shall be entitled to construct and/or build other buildings consisting of shops/ show-rooms/garages/ flats/ villas, residential hotel etc., in the said property at their own discretion and free to sell the same to any buyer or buyers as per the desire and wishes of the PURCHASER.

12. The VENDORS/OWNERS and the CONFIRMING PARTY shall for the purpose of giving effect to this Agreement grant necessary Power of Attorney to the DEVELOPER /PURCHASER to deal with all matters with the Town and Country Planning authority, Survey department, Village Panchayat office, P.W.D. electricity Department, Collector

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Deputy Collector, Administrative Tribunal and other concerned Department and public bodies for obtaining construction Licenses, permissions, approvals, No objection Certificates and all other kinds of Clearances etc. and for entering into any contracts, agreements in regard to the sale of the flats, premises, apartments, shops etc., to the prospective purchasers and the VENDORS state that they shall have no Objection of whatsoever nature if the DEVELOPER being the Attorney signs on behalf of the VENDORS. It is further agreed that a separate Irrevocable Power of Attorney shall be executed by the VENDORS in favour of the DEVELOPER/PURCHASER, authorizing her to sell, convey, transfer and assign the flats, premises, apartments, shops etc., falling to her share, to the prospective purchasers. This Irrevocable Power of Attorney shall be executed by the VENDORS simultaneously upon signing of this agreement.

13. The OWNERS have today executed a Irrevocable Power of Attorney in favor of PURCHASER, authorizing, appointing and

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nominating him to obtain all necessary permissions/Licenses/NOC and sanctions as may be required from different authorities for the construction of the said Project in the said property and to enter into Agreement of Sale of flats /apartments/shops/ show-rooms, residential hotel, to be constructed in the said property to the intending/ prospective buyers/purchasers

14. The OWNERS shall not have any objection for the PURCHASER for submitting the applications, requisitions to the various authorities for obtaining permission, approvals, sanctions, allotment of building or other materials and concerning other matters required statutorily to be done and required in connection with the construction and completion of the said dwelling units/floors in the Said Plot. However the Purchaser/Purchaser undertake not to do or cause to be done any act deed or thing which may in any way misuse, contravene any rule, law or regulation or to misuse the powers which may be conferred upon the PURCHASER by the OWNERS.

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15. The entire cost of construction of the proposed project including cost of material, labour, expenses for clearance fee of the architect and other charges etc., shall be borne and paid by the PURCHASER. The entire decision with respect to the proposed project shall be taken by the PURCHASER for construction including selling and using of Building Technology.

16. The PURCHASER shall utilize the full F.A.R. available subject to permission granted by the Town & Country Planning Department and other approving authorities in respect of the SAID property to be developed and OWNERS shall not have any objections of whatsoever nature towards the same.

17. The OWNERS have handed over physical possession of the SAID property to the PURCHASER simultaneously upon execution of the present agreement and that the PURCHASER shall have full right and authority to enter, commence, carry on and complete developmental work in the SAID PROPERTY, in

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accordance with the approved plans and permission granted towards the same.

18. It is specifically agreed and understood that the PURCHASER shall not be entitle to assign their title, right and interest, created under the present agreement as a whole to any third party, except with the prior written consent of the OWNERS and the CONFIRMING PARTY. However the PURCHASER shall be entitled to enter into separate contracts in their own name with building contractor/labour contractor, architect and others for carrying out the development at their own risk and costs, without any written authorization/consent from the SELLERS. Similarly the PURCHASER shall also be entitled to enter into any agreement of sale or any contract agreeing to sell the Flats, apartments, residential hotel, units, premises, shops/show-rooms, garages etc to the prospective buyers/purchasers etc.

19. The PURCHASER shall undertake the responsibility of either formation of the Co-operative Housing Society Ltd. or

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Association of Owners/holders of flats/apartments/units etc or any other corporate/legal entity etc., by executing the Sale Deed in favour of the Co-operative Housing Society or in case such a co-operative society or entity is not formed, by executing Deed of sale or conveyance in the name of individual Purchaser/s. The OWNERS and the CONFIRMING PARTY undertake to co-operate with the PURCHASER in formation of such co-operative society or entity and to sign and execute all writings, forms, declarations in order to comply with the relevant provisions of law.

20. It is specifically agreed and understood that the OWNERS and the CONFIRMING PARTY shall transfer the ownership of the SAID PROPERTY, by executing a Deed of Sale in favour of the PURCHASER or in the favour of their nominee or in favour of the intending purchasers/buyers of the flats, units, apartments, residential premises/hotel, shops/show-rooms etc on completion of construction of the said 2 flats. The OWNERS

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and the CONFIRMING PARTY shall execute a proper Deed of conveyance or Deed of Sale or more than one Sale Deed for part /parts of the said property if so desired by the DEVELOPER/PURCHASER and all other necessary documents and papers and such Conveyance shall be in favour of the DEVELOPER/PURCHASER or their nominee /s including a Co-operative Housing Society limited if so required and specifically indicated by the DEVELOPER/PURCHASER.

21. The owners/sellers shall be entitled to the use and enjoyment of common amenities provided in the said project and shall also be liable to pay the maintenance charges, electricity charges, P.W.D. charges, service tax, VAT or any other taxes as may be levied from time to time.

22. The PURCHASER shall obtain at their own cost and expenses, the occupancy certificates of the said Project as well as of the said 2 flats to be allotted to the OWNERS.

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23. The OWNERS shall be entitled to sell the 2 flats to be allotted to them if they so desire.

24. The OWNERS do hereby agree and undertake to execute, sign and deliver any/all documents, papers etc., which might be required for conveying the said Property in favour of the PURCHASER subject to the terms and conditions of this Agreement.

25. The VENDORS and the CONFIRMING PARTY shall at the request of DEVELOPER/PURCHASER, sign execute, verify and file all such plans, applications, Papers, letter/s as may be prepared by the owners for obtaining any licenses and /or for obtaining any extension of validity period of the license obtained, and for obtaining the extension of the approvals, permissions, sanctions, NOC's, Clearances, etc., from any Government Department and/or for commencing and carrying out the proposed construction.

26. It is hereby specifically mentioned and agreed that the OWNERS shall not claim any

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remuneration/ consideration /compensation for execution of the aforesaid documents and all the expenses whatsoever for the transfer of the SAID PROPERTY shall be borne and paid by the PURCHASER or the intending purchasers.

27. The construction of the proposed 2 flats to be allotted to the OWNERS shall be completed and finished in all respects within 2 years from the date of obtaining the required license/approvals, sanctions etc. and possession thereof shall be handed over to the OWNERS. However in case of the PURCHASER being unable to complete the construction within the said period of 2 years due to circumstances beyond their control, the PURCHASER shall be entitled for an extension of six months. The time limit prescribed by this clause shall not be binding on the PURCHASER in case of occurrence of following circumstances:

a. Non Availability of Steel, cement or other building material, laterite, sand, water or electric supply

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- b. War, Civil Commotion or Act of God.
- c. Any notice, order, rule, notification of the Government and / or other public or competent authority or any decree / order of any court / tribunal / authority.
- e. Any stay or injunction order from any court
- f. Pendency of any litigation.
- g. delay on part of the government authorities to grants licences/NOC's/approvals/Occupancy even after purchaser having applied for the same.

28. The PURCHASER shall do the Marketing of the project. The project shall have the name that can be decided by the PURCHASER only.

29. Upon execution of these presents, the sellers/Owners permit the PURCHASER to advertise the availability of Units/flats/apartments/shops/show-rooms/garages/premises, residential hotel etc., for intending Purchaser/s and also put up Marketing Boards at the site. The

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PURCHASER shall pay for all types of expenses such as construction of sample flat on site, advertising expenses, and all types of sales promotion expenses.

30. It is specifically agreed and understood that, the OWNERS and the CONFIRMING PARTY shall not interfere with or obstruct in any manner with the construction of work for the said project.

31. This agreement shall not to be deemed to constitute a partnership between the OWNERS, CONFIRMING PARTY and the PURCHASER. The PURCHASER shall solely be liable and responsible for any liability in connection with the construction of dwelling units in the said Property.

32. All the costs of stamping, engrossing and registration of this Agreement and any other paper relating to this Agreement shall be borne by the PURCHASER.

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33. The OWNERS have declared and assured the PURCHASER that property is free from all sorts of encumbrances, i.e., mortgage, charges, gifts, wills, exchanges, attachments, injunction notice prior agreement to sell/collaboration agreement and shall also keep the property free from all sorts of encumbrances till the completion of the building, sharing of the respective areas in the new building and registration of their respective areas.

34. In case of any defect/objection in the title of the said property same shall be cleared by the OWNERS and PURCHASER shall not be held responsible for same.

35. The PURCHASER shall be responsible for any eventuality or consequences arising out of the structural defects. Appropriate remedial measures to rectify such defects or remove such irregularities at the earliest shall be taken. The PURCHASER shall also apply and obtain the C&D forms, electricity, water and sewerage connections, etc., from

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the competent authority/ authorities concerned at their own cost.

36. The PURCHASER shall be responsible to obtain the financing for development, construction and completion the project, out of its own funds and/or the funds procured from Banks/Financial Institutions and shall solely be responsible for providing all security and guarantees for such financing. The PURCHASER agrees and shall ensure that all such loans / financial assistance availed by them for the development or construction on the said Property shall be the responsibility of the PURCHASER. The PURCHASER shall be entitled to create mortgage/lien on the said property except the said 2 flats to be allotted to the OWNERS. However, the responsibility of payment of any outstanding dues/amount shall vest to in the PURCHASER and OWNERS shall be kept indemnified against any claims.

37. The OWNERS do hereby assure the PURCHASER that the OWNERS have an absolute, valid and marketable title and have absolute

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right, full power and absolute authority to sell, release, transfer and convey the said property.

38. The OWNERS have represented that the OWNERS has not created any charge or encumbrances on the said property nor is there any lien, charge or claim on the said property or any part thereof in the course of Judicial or Quasi Judicial proceedings so also No attachment or notices from the central or state Government and /or any other Local body or authority under any Panchayat act, Land Acquisition Act or any other Act or Scheme or Legislative enactment, Government Ordinance, order or notifications including any notice/Proceedings for acquisition or requisition has been received by or served upon the OWNERS and that the property or any part thereof is not subject to any attachment or other recovery proceedings.

39. The OWNERS have represented that the OWNERS has not entered into any agreement, memorandum of understandings, deed of

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assignment, deed of transfer or any other kind/s of deed of whatsoever nature, with any other person/persons/body of individuals for the sale or transfer by any other nature of the said property or any part thereof except the one with the CONFIRMING PARTY and that the owner/Seller and the CONFIRMING PARTY shall not enter into or deal in any manner whatsoever with the said property any time in future after the execution of the present agreement for sale cum development.

40. The OWNERS have represented that there are no arrears of any tax and/or dues payable on the said property, to any other Local or Government body. Similarly the said property or any part thereof are not the subject matter of any dispute, mundkarial claims or tenancy rights etc., or land acquisition or forest land or any part thereof is proposed for any land acquisition or forest land.

41. Both the parties shall be entitled for the specific performance of the terms and

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conditions of this agreement and that it is specifically agreed that time is not an essence of the present agreement.

42. It is specifically agreed by and between the parties that they shall not be entitled to raise any objection as to the deficiency of payment of stamp duty towards this Agreement before any court of law and that the deficit stamp duty if any shall be payable as and when need arise at any time in future.

43. If any time any dispute or question arises between the parties, touching the meaning, construction or effect of this agreement for sale or any clause or thing therein, whether express or implied or regarding their respective liabilities and rights under the present Agreement of Development Cum Sale or otherwise, then every such dispute, doubt or question shall be referred to Arbitral Tribunal consisting of two Arbitrator one each to be appointed by each of the parties, i.e. the OWNERS

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and the PURCHASER and the said Arbitral Tribunal shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 amended up to-date of its application in this context and the place of hearing of the said Arbitral Tribunal shall be at Mapusa, Goa and it is only the courts in Mapusa, Goa that shall have the exclusive territorial jurisdiction to deal with such questions or disputes.

44. For all or any of the following reasons, the DEVELOPER shall be at liberty to rescind and /or terminate /revoke/ this Agreement if; (i) Title of the VENDORS is discovered to be defective. (ii) Refusal by the Government or any public body of any permissions/licenses necessary for commencing and carrying out the proposed construction; and (iii) any litigation is instituted by any person in the Court and any Order of injunction is granted by the Court or for any reason affecting the proposed construction.

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45. In the event of the DEVELOPER/PURCHASER being performed or compelled to rescind/terminate /revoke this Agreement, for the reasons stated hereinabove, the VENDORS and the CONFIRMING PARTY shall refund and repay to the DEVELOPER/PURCHASER the aforesaid sum of Rs. 20,00,000/- received by the VENDORS and the CONFIRMING PARTY from the DEVELOPER/PURCHASER. This amount shall be refunded by the VENDORS and the CONFIRMING PARTY to the DEVELOPER/PURCHASER within 30 days from the date of receipt of the notice of rescission from the DEVELOPER/PURCHASER and the cost /Expenses that is being paid by the DEVELOPER/PURCHASER till date for the construction that has to be refunded by the VENDORS .

46. Any notices to be given by either party to the another shall be served in the address mentioned in this Agreement by Registered Post A.D. and the same shall be deemed to have been duly served.

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Raj 34/- Majid



SCHEDULE -I

ALL THAT PROPERTY known as 'ARADI' or 'ZOGLEMBATA' bearing S. No. 38/5, situated at Village Paliem, within the limits of Village Panchayat of Paliem, Taluka and Registration Sub-District of Bardez, North-Goa District, State of Goa, which property is 32085 at folio 133 reverse of B 82 and Inscribed under No. 12056 at foilio 52 of F 14 but not enrolled in the Taluka Revenue Office Bardez, Goa and presently surveyed under S.No.38/5, admeasuring 1000 sq. mts. and is bounded as under:-

East:- By the property bearing S.No.38/1

West:- By the property bearing S.No.37/4

North:- By the property bearing S.No.38/1.

South:- By road.

Review

Reid

Hyin

...35/-

SCHEDULE II

(Schedule of Specifications)

1. Structure:

R.C.C frame structure as per RCC consultant's drawing and Architect's consent.

2. Masonry:

Laterite stone/cement block masonry in plinth and 23 cm thick laterite stone masonry/cement block for all internal walls, 10 cms internal walls with RCC bands at 1.50 mts. internal.

3. Plaster:

Internal plaster one coat 12 mm thick and external plaster 18 mm thick sand faced.

4. Flooring:

It will be of ceramic tiles.

5. Windows:

Aluminum glazed sliding window shutter.

Merein

[Signature]

...36/-

[Signature]

6. Doors:

Main doors with matti wood frame, flush paneled door and all other doors flush doors except toilet doors will be of PVC with fittings.

7. Painting:

Internal painting with one layer of lambi and OBD two coats. External painting will be of cement paint of approved brand and colour scheme worked out by the Builder.

8. Toilet:

Ceramic tiles antiskid for flooring and walls till 1.20m height W.C. Indian/European of approved make and ceramic tiles antiskid floors and wall tiles till 1.20 mts height for bath.

9. Kitchen Platform:

Kitchen Platform 60 cm in width and with stainless steel sink, tiles height above platform is 60 cm and granite top with khadappa beneath.

Mervin

[Signature]

...37/- *[Signature]*

10. Electrical Layout:

Electrical installation will be of single phase conduct copper wiring.

In the bedroom - (1) 5 amps, (1)

fan and (1) light point.

Living room -

(2) 5 amps, (2) light points
and

(1) fan points

Kitchen Room -

(1) 15 amps, (1) 5 amps,

(1) fan and (2) light points.

Bath and W.C -

(1) 15 amps, (1) light
point

Balconies -

(1) light point

11. Roofing:

Roofing of RCC slab with water proofing treatment or mangalore roof tiling or sheets.

12. Plumbing and Sanitary:

All plumbing and sanitary ware will be of PVC Pipe, sanitary ware will be of approved brand and quality by an Architect.

Mervin

[Signature]

...38/-

[Signature]

13. Water Supply:

Common sump will be provided along with common overhead tank.

14. Extra Works:

Any extra work or item other than what is specified in the building specification shall fall under the head of the extra work and will be executed by the Builder/Developer only after the amount corresponding to the cost of the extra item or work is agreed to, by the respective owner and the amount fully paid in advance. All extra work shall be done only on the written request of the Purchasers

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands and signatures to this AGREEMENT OF DEVELOPMENT CUM SALE on the day, month and year first herein above written.

Merim

[Signature]

...39/-

-39-

OWNER/VENDOR NO. 2 for
self and as attorney
for the OWNER/VENDOR
No. 1 :- Maria



LEFT FINGERPRINTS

RIGHT FINGERPRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

Maria

(MRS. MARY ESPERANCA PEREIRA E DE SOUZA)

Maria

Rafael

...40/-

Rafael

DEVELOPER/PURCHASER:-

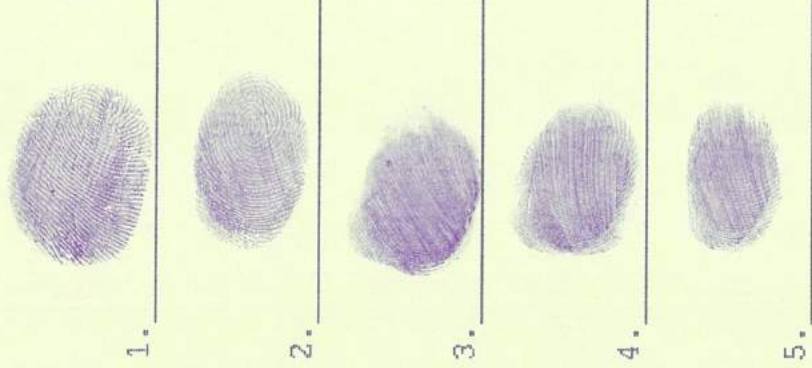
Sign



LEFT FINGERPRINTS



RIGHT FINGERPRINTS



Sign

((MRS. ANTONETA VIJAYAKRISHNAN)

Marein

Sign 41/- *Sign*

CONFIRMING PARTY:-



[Handwritten signature]

LEFT FINGERPRINTS



RIGHT FINGERPRINTS



[Handwritten signature]

(SHRI. SHAIKH BABUSAB aliids BABUSAHB SUAAKAT
SHAIKH)

Mevim

[Handwritten signature]

...42/-
[Handwritten signature]

WITNESSES :- 1. Prakesh T. Kamble ~~Pramble~~

2. DEVI Raj Vishwakarma. Dr

Merim



Raj Rajin



Measure No. 2
VEN DOR No. 2
for self and as
attorney for
VENDOR No. 1

Buyer
PURCHASER
CONFIRMING PARTY

Apartment's GF-1 & FF-1 shall have
Super built-up area of approximately
65.00 sqm each, areas may vary
slightly after Planning permission by
T&CP Department.

GROUND & FIRST FLOOR PLAN

PROPOSED RESIDENTIAL / COMMERCIAL BUILDING ON PLOT BEARING
SY. NO. 38/5 OF PALIEM VILLAGE, BARDEZ, GOA.

① Mary Esperanca Pereira de Souza, who
Sacratamília Policarpo Perpetuo de Souza,
47 years, housewife Pan no. B14-PP0345L,
Indian nationality for self & POA for
Sacratamília Policarpo Perpetuo de Souza
s/o Doreto Caetano Francisco de Souza
53 years, married Business, Portuguese
national holding O.C.I. card no.
A 73018 vide POA dated 11/10/2013
executed before Asstt. Consular Officer
High Commission of India London and
duly certified before Additional Collector-I
at Coorath Coor District Panaji vide Receipt
no. 10202 dt 18/10/2013

② Anteneta Vijayarishnan who M-3 Vijayarishnan,
62 years, married, business, Pan no
AMUPV 03579, s/o 1486 Possem Shah
Tizwadi Coor
Taleigao Babusab

③ Shri Shaikh Babusab alias Babusab
Savakat Shaikh, s/o Shaikh Shaikh,
44 years, married, businessman, Pan
no. APWP-34889, s/o Flat no. UG-2, Building
no. 9A, Models Legacy, Taleigao

Executing party - 1 to 3

admits execution of the so called

A defendant



