



100007327128

FORM I & XIV

नमुना नं १ व १४

Date : 09/05/2018

Page 1 of 1

Taluka PONDA
तालुका
Village Ponda
गांव
Name of the Field Santa Cruz
शेताचें नांव



Survey No. 188
सर्वे नंबर
Sub Div. No. 4-A
हिस्सा नंबर
Tenure
सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.10.73	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.10.73

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन
0000.02.00	0000.00.00	0000.02.00

Grand Total एकूण
0000.12.73

As per Judgement and Order dt.08/06/2016 of the
Dy. Collector and SDO Ponda Goa in case No.
PON/LRC/PART/220/2015/K-226 and area

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेडियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
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adjustment statement submitted by the ISLR
dt. 18/05/2016 bearing No.3/ISLR/PON/6/2016/255

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Ashraf Karim Thobani alias Asrappa Banu		27718	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Nil			

Other Rights इतर हक्क	Mutation No. फेरफार नं	Remarks शेरा
Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार		
Nil		

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Unirrigated जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Land not Available for cultivation नापिक जमीन Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Source of irrigation सिंचनाचा प्रारि	Remarks शेरा

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.

Copy ready
Copy delivered
Received by
Per my
is per this copy, vide Receipt
Dated 14/5/18
for Mamlatdar of Ponda
Ponda, Goa



100007327123

FORM I & XIV

नमुना नं १ व १४

Date : 09/05/2018

Page 1 of 1

Taluka PONDA

तालुका

Village Ponda

गांव

Name of the Field Santa Cruz

शेताचें नांव

Survey No. 188

सर्वे नंबर

Sub Div. No. 1-C

हिस्सा नंबर

Tenure

सत्ता प्रकार



Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.09.22	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.09.22

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन
0000.00.00	0000.00.00	0000.00.00

Grand Total

एकूण

0000.09.22

Remarks शेरा

As per Judgement and Order dt.08/06/2016 of the

Dy.Collector and SDO Ponda Goa in case No.

PON/LRC/PART/220/2015/K-226 and area

Assessment :

Rs. 0.00

Fore

Rs. 0.00

Predial

Rs. 0.00

Rent

Rs. 0.00

आकार

फोर

प्रेडियल

दर

रेंट

अंश

S.No. Name of the Occupant

कब्जेदाराचे नांव

Khata No.

खाते नंबर

Mutation No.

फेरफार नं

Remarks

शेरा

1

Ashraf Karim Thobani alias Asrappa Banu

27717

S.No.

Name of the Tenant कुळाचे नांव

Khata No.

खाते नंबर

Mutation No.

फेरफार नं

Remarks

शेरा

1

-----Nil-----

Other Rights इतर हक्क

Name of Person holding rights and nature of rights:

इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार

Mutation No.

फेरफार नं

Remarks

शेरा

-----Nil-----

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Unirrigated जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Land not Available for cultivation नापिक जमीन Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Source of irrigation सिंचनाचा प्रारि	Remarks शेरा
	-----Nil-----									

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.

Copy appraised 14/5/18
 Copy ready on 14/5/18
 Copy delivered 14/5/18
 Received by 14/5/18
 For by 14/5/18 only
 as per this certified copy, vide Receipt
 No. 121/32 Dated 14/5/18
 for (Signature)
 Mamlatdar of Ponda
 Ponda, Goa

(Rupees One Lakh Eighty seven thousand only)

**Certified to be true copy
of the original**

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SAPANA BEMER CO-OP, INSG SOCIETY LTD
ST. JOSEPH ROAD, BORDA,
MANGRO - GOA 403 602

D-5/SIP(V)/C.B./35/3/2011-20

भारत 12663
137420



भारत
INDIA

NON JUDICIAL गोंया
JUN 25 2015

2010 0000 eight seven 2010 2010 2010 16:00

R.0187000/-PB7223

STAMP DUTY

GOA

Name of Purchaser, Sarthak Developers

For CITIZEN CREDITTM
Co-operative Bank Ltd.

Authorised Signatory

Serial No 1487/15
Presented at the Office of the
Sub-Registrar of Ponda
between the hours of 11.05 on 26/6/15
and 11.05 on 26/6/15

Received fees for Rs.	N. P
Registration	193500-00
Copying (Folios)	150
Copying Endorsements	22500
Postage	10-00
Total Rs	193735-00

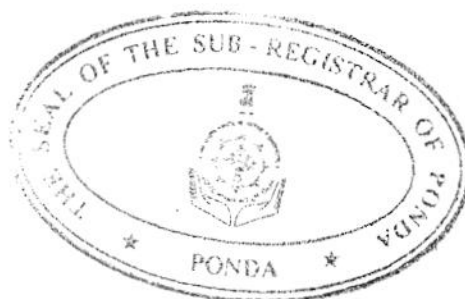
Rajesh S. Shet Vernekar

SUB-REGISTRAR
PONTA



SUB-REGISTRAR
PONTA

AGREEMENT FOR DEVELOPMENT AND SALE



This Agreement for Development and Sale is made at Ponda - Goa on This twenty Fifth day of June, of the year Two Thousand Fifteen (25/06/2015) at Ponda Goa within the jurisdiction of Sub Registrar and Taluka Ponda, District of South Goa State of Goa.

BETWEEN

1) **SMT. ASHRAF KARIM THOBANI** alias **ASRAPA BANU**, d/o late Shri Abdulali Karmali Virgee, 58 years, married, housewife, Indian National and her husband 2) **SHRI KARIM AMIRALI THOBANI**, son of Shri Amirali Kassamali Thobani, aged 58 years, businessman, married, Indian National, both residing at V.P. Road, Andheri (West) Bombay - 58, hereinafter referred to as **"THE OWNERS"** of the **FIRST PART**;

AND

2. **M/S SARTHAK DEVELOPERS.**, a registered Partnership firm having its Office at Bethora Road, Near Rajiv Kala Mandir, Ponda, Goa and represented by its Managing Partner Shri Rajesh Shivdas Shet Verenkar s/o Shivdas Verenkar, 42 years of age, married, businessman, Indian National, R/o Silva Nagar, Ponda, Goa. Hereinafter referred to as **"THE DEVELOPER"** of the **SECOND PART**.

All the Parties intervening in this Deed are Indian Nationals.

The expression OWNERS and the DEVELOPER shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators, successors-in-title and assigns as the case may be.



WHEREAS there exists a property known as 'PREDIO MIXTO SEM DENOMINACAO ESPECIAL MIXTO', admeasuring approximately 18,820 square meters, situated at Ponda, Goa, within the limits of Ponda Municipal Council, Taluka and Sub District of Ponda, District of North Goa, State of Goa, Surveyed under Number 188/1 and 188/4 of City survey records of Ponda Village, more Particularly described in Schedule A hereto, and hereinafter referred to as the '**SAID PROPERTY**'.

AND WHEREAS late Shri Abdulali Karmali Virgee purchased the SAID PROPERTY by a Deed of Sale dated 11/02/1963 recorded by Notary of Comarca of Bardez, Antonio Pinto Menezes in Book 39 at page 42 overleaf.

AND WHEREAS said Shri Abdulali Karmali Virgee died at Margao on 31/10/1983, without any Testament or Will or Gift, leaving behind his widow Smt Zarina Abdulali Karmali as moiety holder and his four daughters namely (i) Smt. Asrapa Banu also known as Ashraf Karim Thobani married to Shri Karim Amirali Thobani, (ii) Smt. Nurjahan Salim Hashambai married to Shri Salim Hashambai, (iii) Miss Shahida Abdulali Virgee also known as Shahida Abdulali Karmali spinster (iv) Miss Shams Abdulali Karmali, spinster, and the same is reflected in the Deed of Succession recorded at folio 12 onwards of Notarial Register, Book 1296 on 01/12/1983.

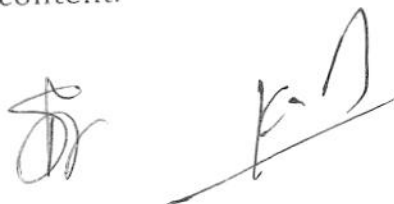
AND WHEREAS after the said Deed of Succession, Miss Shahida Abdulali Karmali married Shri Akbar Amirali Thobani and Miss Shams Abdulali Karmali married Shri Salim Janmohamad.




AND WHEREAS the SAID PROPERTY was partitioned into several plots namely Plots Nos. R-1 to R-15 and M-1 to M-6 duly approved by South Goa Planning Development Authority, Margao under No.SGPDA /P/788/48/0203, dated 17.5.2002.

AND WHEREAS by virtue of a 2 DEEDS OF GIFT executed at Ponda-Goa on 28th day of June 2005 duly registered before Sub-Registrar of Ponda under No. 1316 at pages 183 to 213 of Book No.I Volume 855 dated 1/8/05 AND under No. 1317 at pages 214 to 232 of Book No.I Volume 855 dated 1/8/05 1) Smt Zarina Abdulali Karmali, 2) Smt Nurjahan Salim Hashambai, 3) Shri Salim Hashambai 4) Smt Shams Abdulali Karmali Alias Shams Salim Janmohamad, 5) Shri Salim Janmahamad, 6) Smt Shahida Abdulali Virgee Alias Shahida Abdulali Karmali Alias Shahida Akbar Thobani, 7) Shri Akbar Amirali Thobani and 8) Shri Akbar Amirali Thobani gifted Plots Nos. R-1, R-2, R-3, R-4, R-5, R-6 R-7, R-8, M-2, M-3, M-4, M-5 and M-6 admeasuring about 6658.50 sq. mts. along with entire property known as ' PREDIO MIXTO SEM DNOMINACAO ESPECIAL MIXTO ' situated at Ponda and forming a part of survey No 188/1,188/3 and 188/4 of Ponda- Goa., to Smt. Asrapa Banu alias Ashraf Karim Thobani, daughter of late Shri Abdulali Karmali Virgee, and wife of Shri Karim Amirali Thobani, major of age, housewife, resident of Andheri-Mumbai

AND WHEREAS by virtue of the said Deed of Gift dated 28th day of June 2005, Smt Arapa Banu alias Ashraf Karim Thobani, became the absolute owner of the Plots No. R-1, R-2, R-3, R-4, R-5, R-6 R-7, R-8, M-2, M-3, M-4, M-5 and M-6 along with its content.




AND WHEREAS the OWNERS have amalgamated Plots No. R1, R2, R3, R4, R5, R6, R7 and R8 into two plot being Plot No. A and B totally admeasuring 3710.00 square metres.

AND WHEREAS Said Plot No.B admeasuring 1765.00 square metres and Plot No. M3 admeasuring 390.00 square metres (More particularly described in SCHEDULE-II herein under and hereinafter collectively referred to as SAID PLOT OF LAND for the sake of brevity).

AND WHEREAS the OWNERS desire to develop SAID PLOT OF LAND by constructing a multistoried building thereon by engaging the services of the DEVELOPER.

AND WHEREAS the DEVELOPER demanded from the OWNERS and the OWNERS have given inspection to the DEVELOPER of all the documents of title relating to the SAID PLOT OF LAND. The DEVELOPER has independently satisfied himself about the authority of the OWNERS to develop the SAID PLOT OF LAND and title of the OWNERS to the SAID PLOT OF LAND. The DEVELOPER hereinafter shall not be entitled to challenge or question the title of the said OWNERS and the right/authority of the OWNERS to enter into this Agreement, however in case of any fictitious claim of the Third Party on the SAID PLOT OF LAND with regards to its title, the OWNERS shall take appropriate steps in the Court of Law to protect their right and interest in the SAID PLOT OF LAND.







AND WHEREAS the DEVELOPER has agreed to develop and sell the SAID PLOT OF LAND and the OWNERS have agreed to hand over to the DEVELOPER the SAID PLOT OF LAND for development and Sale on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) That the plot B admeasuring 1765.00 sq.mts. and plot M3 admeasuring 390 sq.mts. totally admeasuring 2155 Sq. Mts. having F.A.R. approximately 3233.00 sq.mts. of built up area out of which 50% i.e. 1617.00 sq.mts. built up area shall be allotted to the OWNERS which shall be distributed on all the floors as per the mutual understanding between the owners and the developer and more particularly described in schedule III written hereunder and in future if at any time the FAR of the said plots namely B and M3 increases , then the FAR shall be allotted to the owners in the same ratio as above. The details of the said area to be allotted to the owners in the proposed multistoried building comprises of Flats, offices, shops and Garages and right on the stilt parking as per the approved plan, along with proportionate undivided right/share retained by the OWNERS in the said plot of land is finalized by both the parties which is more Particularly described in schedule III written hereunder and shown on the plans of each floor annexed to the present Agreement which plans shall be approved by the developer. The cost of construction of 3233.00 sq.mts. built up area is estimated at Rs.10,000.00 per Sq mts.


2) The possession of the Shops, Offices and Flats including garages (covered parking) in the said building towards the agreed share of the OWNERS shall be handed over by the DEVELOPER to the OWNERS within the Four years from the date of this indenture or 30 Months from the date of issue of Construction License for the proposed multistoried building, whichever is earlier.

3). It is clearly understood that the DEVELOPER shall not give possession to any PROSPECTIVE PURCHASER any premises in the proposed Building, before giving possession of the share of the OWNERS in the Said Building to the OWNERS as agreed upon in preceding para. However in case the DEVELOPER wants to give possession to any PROSPECTIVE PURCHASER on any of the floors in the proposed Building, in such case the DEVELOPER shall firstly hand over the possession of the premises to the OWNERS as per their shares agreed upon on the said Floor.

4. The DEVELOPER shall not be entitled to sell/transfer/assign/mortgage or otherwise deal with or dispose off in any manner the premises as referred above reserved for the OWNERS.

5. The proportionate undivided right in land relating to the built up area shall be retained by the OWNERS and the possession of the balance area proportionate to the remaining built up area will be handed over to the DEVELOPER only after giving possession of the built up area proposed to be allotted to the OWNERS.



6. The OWNERS have applied for additional FAR on the SAID PLOT OF LAND before the concerned authority. The DEVELOPER or any PROSPECTIVE PURCHASER shall have no right on the additional FAR of the SAID PLOT OF LAND. In case of formation of Society, the Society shall also have no right over the additional FAR and the said FAR shall be exclusively used by the OWNERS.

7. The DEVELOPER shall pay an amount of Rs.15, 00,000.00/- (Rupees Fifteen lakhs only) to the OWNERS as security Deposit for due performance of the terms of the Agreement. The said amount of Rs.15,00,000/- is already deposited by the developer with the owners at the time of execution of the Agreement Dated 14/5/2007 which Agreement was registered before the Sub registrar Ponda and bearing Registration No. 851 at pages 204 to 247 of Book I volume 1106 dated 22/5/2007 and although the performance in the said agreement is completed the security deposit amount was not refunded by the owners to the developers and which shall now be retained by the owners as the security deposit for the performance of the present agreement. Out of the said deposit amount of Rs 15,00,000/-, only an amount of Rs 10,00,000/- shall be refunded by the Owners to the Developer as the balance amount of Rs. 5,00,000/- shall be adjusted towards the amount of 50% construction cost of the stilt parking which has been agreed to be borne by the first party and also towards the cost of the area to be paid by the Developer to the owner towards the area of shop of 23 sq.mts. (built up area) which is



an excess area retained by the Developer over and above the 50% built up area to be retained by the Developer.

8. That the said Security Deposit shall be refunded to the DEVELOPER without any interest after the completion of the entire project and settlement of Accounts and upon giving the possession of the entire share of the OWNERS in the proposed building as agreed upon.

9. That in case this Agreement is terminated due to the fault of the DEVELOPER, on account of non-compliance of any of the terms and conditions of this Agreement, the entire amount of Rupees fifteen lakhs shall stand forfeited in favour of the OWNERS.

10. In case of such termination:

a) The DEVELOPER shall hand over the entire project to the OWNERS for its completion, provided that the amount received from the PROSPECTIVE PURCHASERS in excess of the work carried out by the DEVELOPER in the proposed building is handed over to the OWNERS for the completion of the said Project.

b) That before taking over the Project by the OWNERS, the completed work in the proposed building shall be assessed with the assistance of Government registered valuer, mutually agreed upon, in the presence of DEVELOPER and the OWNERS. After the valuation of the quantum of work, in case excess work has been carried out by the DEVELOPER as against the amount paid by the PROSPECTIVE PURCHASERS, the OWNERS




shall have to pay to the DEVELOPER for the excess work carried out by the DEVELOPER. The OWNERS shall be at liberty to recover from the PROSPECTIVE PURCHASER all such amounts due and payable to the DEVELOPER from the time of termination of the Agreement.

c) That the escalated cost of the construction if any after the termination of the Agreement shall be determined by the Government valuer and the difference in the cost shall be recovered by the OWNERS from the DEVELOPER.

d) The OWNERS shall be responsible to hand over the possession of the premises to the PROSPECTIVE PURCHASERS after due payment of the entire amount.

11. That in case the DEVELOPER is unable to complete the construction of the entire project within the stipulated time, the OWNERS shall give him a grace period of six months.

12. That after the expiry of six months the DEVELOPER shall be entitled to pay to the OWNERS Rs. 1,50,000.00/- (One Lakh fifty thousand Only) per month as compensation for the period of delay. Such compensation shall be payable by the DEVELOPER to the OWNERS every month plus it shall carry an interest @ 18% per month from the date it is payable till the same is paid. Time limit for penalties will be maximum 6 months after which this Agreement will be terminated and the OWNERS shall be free to deal or develop the SAID PLOT OF LAND with any other Interested Parties /Developers / Builders as the OWNERS deem fit and proper and the security deposit



[Handwritten signatures]

shall stand forfeited in favour of the OWNERS as mentioned in preceding paras.

13. That in case the DEVELOPER abandons the work and/or fails to carry out the work, as per the time limit and the specifications mentioned below, OWNERS shall be free to terminate this Agreement by giving one month's notice to the DEVELOPER and shall be free to get developed the SAID PROPERTY from any other Developer as OWNERS deem fit and proper.

14. In case of any cheque issued by the DEVELOPER to the OWNERS is dishonoured, then this Agreement shall stand terminated automatically and DEVELOPER shall have no right over the SAID PLOT OF LAND.

15. The DEVELOPER shall be permitted to enter into the SAID PLOT OF LAND for carrying out the development activities on the receipt of the Security deposit as mentioned in the preceding paras and the possession of the SAID PLOT OF LAND will always remain with the OWNERS till such time the obligations under this Agreement are fulfilled to the satisfaction of the OWNERS.

16. The OWNERS shall execute a Power of attorney in favour of the DEVELOPER for the purpose of signing the Plans, applications, documents, entering into Agreements for Sale, mortgage Deed in favour of the PROSPECTIVE PURCHASER without any liability on the OWNERS, in respect of the shops/Flats/offices/garages etc. purchased by the Prospective Purchasers from DEVELOPER and also to represent the



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OWNERS before the Municipal Council, Government Offices including the South Goa Planning and Development Authority, Margao, Goa. However the Specific Power of Attorney to execute the Sale Deed of the premises shall be given only after the possession of 50 % of the built up area is given to the OWNERS as stated above.

17. It has been agreed between the Parties that the DEVELOPER shall not deliver/hand over possession of any Flats/shops/Offices/Garages in the said building to any other person/persons/ Prospective Purchasers/Third Party with whom DEVELOPER has entered into an Agreement for Sale without first delivering/handing over possession to the OWNERS. However it is reiterated that in case the DEVELOPER wants to give possession to any PROSPECTIVE PURCHASER on any of the floors in the proposed Building , in such case the DEVELOPER shall firstly hand over the possession of the premises to the OWNERS as per their share reserved on that particular floor with all the legal formalities completed therewith.

18. The OWNERS shall sign al the documents necessary including the Agreements or Deed in favour of any person as may be required by the DEVELOPER after having taken possession of Shops/Flats/Offices/Garages as agreed to be delivered to the OWNERS. However the OWNERS shall not incur any financial responsibility /liability whatsoever to any Third Party/Prospective Purchaser who may enter into Agreement with the DEVELOPER.



19. In case any Housing Co-operative Society/ Owners Association is formed by the Owners of the Flats and Shops in the said Building then the OWNERS shall invariably be joined as a member of such Housing Co-operative Society/Owners Association and this document itself shall be the authority for joining such Society/Association by the OWNERS and they shall also sign such other documents or papers as may be required by the DEVELOPER for the said purpose.

20. In case the Housing Co-operative Society is not possible to be formed or till such periods until formation of the society the DEVELOPER shall arrange to collect fees from the PROSPECTIVE PURCHASERS/OCCUPIERS including the OWNERS in consultation and with the consent of the OWNERS, for such periods and intervals all such expenses and/or charges for the proper maintenance, management, common lighting, sinking fund, parking various infrastructure facilities etc. after collecting fix monthly amount (lump sum) from the Prospective Purchasers as agreed upon by OWNERS and DEVELOPER and once respective possession is handed over to the OWNERS the OWNERS shall make the contribution to the extent of the possession of the area as taken by them.

21. It is clearly understood between the parties that upon taking possession of the said Plot it shall be the sole responsibility of the DEVELOPER to take care of the said Plot against any encumbrance, encroachment or any other problem



and the DEVELOPER shall be responsible for all or any cost, expenses, damages, liabilities etc. which may be incurred in the process of the said Plot being developed or construction being undertaken on it.

22. It is clearly understood between the parties that the total area shall mean the total area as available to be constructed using the entire FAR available for the SAID PLOT OF LAND.

23. All the Plans, applications, letters, forms shall be submitted to the concerned Department/authority only after the approval of the OWNERS in writing. Any changes to the original Plan, in case there is any changes in the specification of the area of the OWNERS shall be with permission of the OWNERS and in addition to this the location and area of the OWNERS premises shall not be change in any circumstances.

24. It has been agreed between the Parties that in case if there is increase in the F.A.R. in future the OWNERS shall give first option to the DEVELOPER to share the benefit of FAR with the OWNERS on same terms and conditions and the construction shall be solely undertaken by the DEVELOPER. However in case the DEVELOPER does not respond within 6 months of the OWNERS proposal, the OWNERS shall be free to develop and use the additional FAR without further intimation to the DEVELOPER by himself or by engaging the services of any other DEVELOPER/BUILDER as the case may be.

25. The responsibility of getting electricity and water connection from the respective Department shall be that of the DEVELOPER which shall be obtained by him before handing



over the possession of the premises to the OWNERS as well as to the Prospective Purchasers.

26. That all notices, communication and correspondences shall be deemed to have been sent, and the service shall be presumed to be good service, if such notice communication or correspondence has been sent on the correct address of either party mentioned first hereinabove, through electronic medium or any medium of posting whereby delivery thereof can be established, namely by Registered Post Acknowledgement Due, Speed Post and Courier.

27. The DEVELOPER shall not let, sub-let, sell, transfer, assign, mortgage or part with his interest under or benefit to this Agreement or part with possession of the SAID PLOT OF LAND and Said Building Premises until all the dues payable by him under this Agreement to the OWNERS are fully paid up.

28. The DEVELOPER indemnifies and keeps the OWNERS forever indemnified at all times against all actions, proceedings, claims, loss, damage, cost and expenses which may be brought on account of and occasioned by any accident or injury to the laborer's/ employees or any person/s visiting the construction site on behalf of the DEVELOPER or during any visit/s to the said property during the period when the development is still under construction as the employees/laborer's of the DEVELOPER and the aforementioned persons shall be entering the construction site at their own risk.



29. The DEVELOPER shall not raise any loan on the SAID PLOT OF LAND or on the Said Building Premises, and offer it as security for repayment of any loan/s or create any third party rights without the consent in writing from the OWNER. It is hereby agreed that the OWNERS shall have first lien and charge on the SAID PLOT OF LAND and the Said Building Premises till such time the DEVELOPER delivers the 50% of the Built up area of the Said Building Premises to the OWNERS as stated above. However the PROSPECTIVE PURCHASER may mortgage the premises without any liability on the OWNERS.

30. It is hereby agreed that time shall be of essence in this Agreement and any delay tolerated shown by the OWNER in enforcing the terms of this Agreement or any forbearance or giving of time to the DEVELOPER shall not constitute as a waiver on the part of the OWNER of any breach or non-compliance of conditions of this Agreement by the DEVELOPER nor shall the same in any manner prejudice the right of the OWNER.

31. The OWNER shall, provided they do not in any way adversely affect or prejudice the right created in favour of the PURCHASER in respect of the SAID PREMISES, be at liberty to sell, assign or otherwise deal with his own interest in the SAID PLOT OF LAND and said Building Premises and every or any part/s thereof, without any reference to the PROSPECTIVE PURCHASER.

32. In case any dispute arises by and between the parties and in case such dispute is not settled by mutual understanding in



writing between the parties, the same shall be referred to two arbitrators, one each, appointed by both the parties who shall appoint an umpire. Such arbitration shall be governed by provisions of Indian Arbitration Act 1940, and the Award of the umpire shall be final and binding on the parties.

33. It is expressly agreed by both the parties that they are entitled to specifically enforce THIS AGREEMENT.

34. The area and the location of each of the premises proposed to be allotted to the OWNERS is shown on the Plan annexed to this Agreement being the integral part of this Agreement.

35. The DEVELOPER shall provide the certified copy of the Approved Plan, construction licence, N.O.C's from PDA/Municipality, permissions etc. and the copies of all the correspondence with the Government bodies, to the OWNERS immediately after receipt/filing of the same.

36. It is understood that the possession of the SAID PLOT OF LAND has been handed over to the DEVELOPER.

37. It is made clear that the entire expenses towards the Development of the SAID PLOT OF LAND including the construction of the proposed Building and obtaining approval/permissions shall be exclusively borne by the DEVELOPER.


38. If at any time any Third Party files litigation, of whatsoever nature claiming the title on the SAID PLOT OF LAND, due to which the construction work is stopped by Judicial Order, in such case the DEVELOPER shall be given the




exclusion of the time period till such Judicial Order of suspension of the work is vacated.

39. The value of the SAID PLOT OF LAND is fixed at Rs. 64,50,000/- (Rupees Sixty four lakhs fifty thousand only) which is its market value.

SCHEDULE -I



ALL THAT PROPERTY known as 'PREDIO MIXTO SEM DENOMINACAO ESPECIAL MIXTO' , admeasuring approximately 18,820 square meters, situated at Ponda, Goa, within the jurisdiction of Ponda Municipal Council, Taluka and Sub-District of Ponda , District of North Goa, State of Goa registered in the Conservatoria do Registo Predial of Panaji under number namely, 2446 of Book B - 26 (Old), No. 9906 of Block B - 26 (New) and No.6773 of Block B 18 (New) and is enrolled in the Taluka Revenue Office of Ponda under Matriz No.797 and the building existing thereon under Matriz Nos. 270 & 271 and surveyed under No.188/1 and 188/4 in the Recent Survey Records of the City Survey Records of Ponda, the said property is bounded as follows :



On the East: By Municipal roads and Survey Nos.182/2 and 183/3.

On the West: By the National Highway.

On the North: By the Municipal road and rain water drain.

On the South: By the Municipal road and Government land on which the health office stands.

SCHEDULE - II**A**

ALL THAT PLOT OF LAND bearing Plot No. B admeasuring 1756.00 square metres, being part of the entire property 'PREDIO MIXTO SEM DENOMINACAO ESPECIAL MIXTO' , described in Schedule-I hereinabove and bounded as under.

On the East: Plot A

On the West: Existing 5.00 Mts. wide road

On the North: Existing 10.00 Mts. Wide Road

On the South: open Space

B

ALL THAT PLOT OF LAND bearing Plot No.M3 admeasuring 390 square metres, being part of the entire property 'PREDIO MIXTO SEM DENOMINACAO ESPECIAL MIXTO' , described in Schedule-I hereinabove and bounded as under.

On the East: Part of Plot B

On the West: Part of Plot B

On the North: Part of Plot B

On the South: Open Space

(Hereinabove collectively referred to as SAID PLOT OF LAND).





SCHEDULE-III

(SPECIFICATIONS OF FLATS, SHOPS, OFFICES AND GARAGES TO BE ALLOTTED TO OWNER).

A

ALL THAT SHOPS ON THE GROUND FLOOR BEING

SHOP NO. S1 ADMEASURING 53.64 SQMTS.,

SHOP NO.S2 ADMEASURING 48.20 SQMTS,

SHOP NO.S3 ADMEASURING 21.55 SQMTS,

SHOP NO.S4 ADMEASURING 17.93 SQMTS,

SHOP NO.S5 ADMEASURING 14.51 SQMTS,

SHOP NO.S6 ADMEASURING 61.08 SQMTS,

SHOP NO.S7 ADMEASURING 27.32 SQMTS,

SHOP NO.S8 ADMEASURING 37.57 SQMTS,

SHOP NO.S9 ADMEASURING 26.20 SQMTS,

B

ALL THAT FLAT BEING FLAT ON FIRST FLOOR, SECOND FLOOR, THIRD FLOOR AND FOURTH FLOOR

- i) Flat No F1 ADMEASURING 99.97SQMTS, S1 ADMEASURING 99.97 SQMTS, T1 ADMEASURING 99.97 SQMTS AND FO1 ADMEASURING 99.97 SQMTS.



- ii) Flat No F2 ADMEASURING 99.97 SQMTS, S2 ADMEASURING 99.97 SQMTS, T2 ADMEASURING 99.97 SQMTS, AND FO2 ADMEASURING 99.97 SQMTS.
- iii) Flat No F3 ADMEASURING 87.07 SQ.MTS., S3 ADMEASURING 87.07 SQ.MTS., T3 ADMEASURING 87.07 SQ.MTS., AND FO3 ADMEASURING 87.07 SQ.MTS.

C

ALL THAT FLAT BEING FLAT ON FIFTH FLOOR

- i) Flat No FS1 ADMEASURING 84.92 SQ.MTS. PLUS OPEN TERRACE 22.07 SQ.MTS.
- ii) Flat No FS2 ADMEASURING 87.07 SQMTS.

D

ALL THAT STIL PARKING IN THE BASEMENT

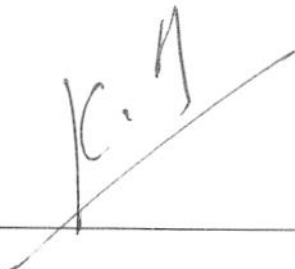
All that Parking slot bearing No. 1 to 7 and 15 to 18 totally 11 parking slots.

The Owner No.1 Smt Ashraf Karim Thobani alias Asrapa Banu is reprinted herein by her Attorney Shri Karim Amirali Thobani vide Power of Attorney executed before the Sub Registrar Ponda and bearing Registration No. 4/05 dated 28/6/2005.

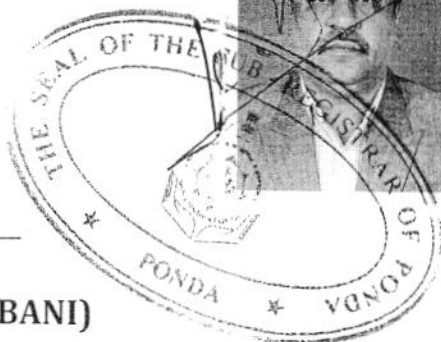
IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first hereinabove mentioned.

SIGNED AND DELIVERED BY THE
WITHIN NAMED OWNERS



1. 

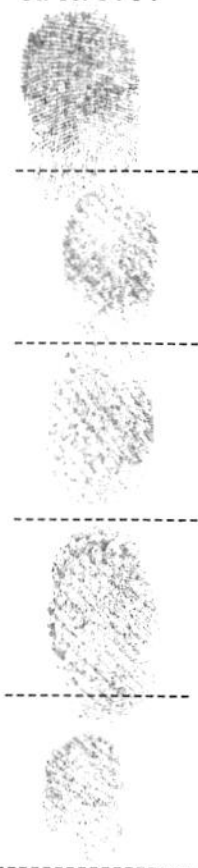
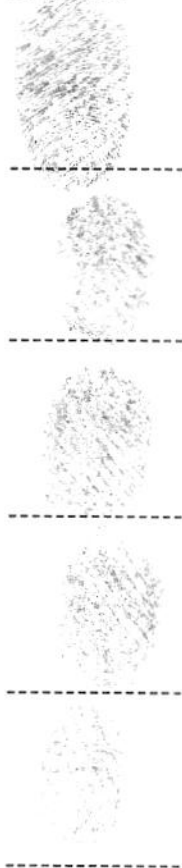
(MR. KARIM AMIRALI THOBANI)



For self and as Attorney of Owner No.1

L. H. F. P

R. H. F. P.









SIGNED AND DELIVERED BY THE
WITHIN NAMED DEVELOPER



3.

[Signature]

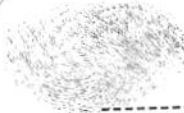
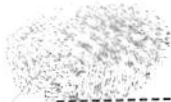


SHRI RAJESH SHIVDAS SHET VERENKAR

For M/s SARTHAK DEVELOPERS

L. H. F. P

R. H. F. P.



In presence of :

1.

[Signature]
Adv S S Telgavante

2.

[Signature]

