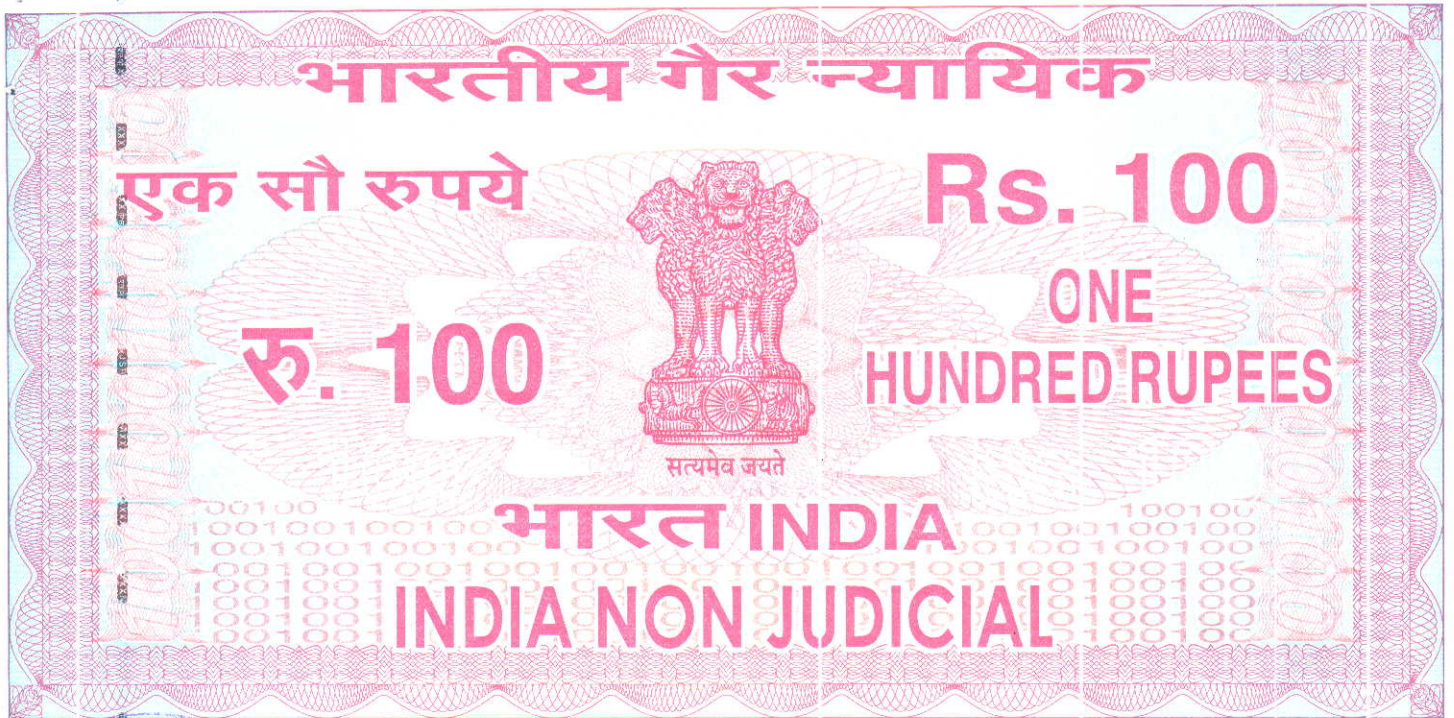




Date: 20.10.2010 Fr. No. 344 Total Rs. 100/-
Name of Purchaser: Moon Constructions (Goa) Pvt Ltd.
Consent of: _____
Place of Vendor: _____

252683

Sign. of Vendor: _____

Sign. of Purchaser: _____
Miss Cecilia Dias
Licence No. AC/STP/VEN/102/2004
dt. 11/02/2004

AGREEMENT

THIS AGREEMENT is entered into at Panaji, Goa on Twentieth (20th) day of October of the year Two Thousand and Ten (20/10/2010) by and



BETWEEN

M/S. ALCON CONSTRUCTIONS (GOA) PVT. LTD., a company incorporated under the Companies Act, 1956, with its registered office at Velho Building, First Floor, Panaji, Goa, having PAN No. [REDACTED], represented in this act by its Director, **MR. NANDA SADASSIVA NAIQUE COUNTO**, son of late Sadassiva Naique Counto, 66 years old, married, Businessman, Indian National, residing at 503, Gurudatta Complex, M. G. Road, Panaji, Goa, hereinafter referred to as **PARTY OF THE FIRST PART** (which expression shall unless repugnant to the context and meaning thereof be deemed to include its successors in interest and/or assigns) of the **ONE PART**;

AND

MR. RAMKRISHNA LAXMAN SAWANT, son of late Laxman Sawant, 64 years of age, married, businessman, Indian National, residing at Ponda, Goa, having PAN No. [REDACTED] hereinafter referred to as **"PARTY OF THE SECOND PART"** (which expression shall unless repugnant to the context and meaning thereof be deemed to include his

or

[Signature]



heirs, legal representatives, executors, administrators and/or assigns) of the **OTHER PART**.

WHEREAS there exists a property known as "VARCONDEM", situated at Queula, Ponda Taluka, Goa, described in Land Registration Office of Ilhas under number 503 at page 176 of book B-7 Old, and inscribed in Matriz Predial under numbers 444, 445, 467 and 468, surveyed under Survey No. 32 Sub-Division No. 0 of Ponda, admeasuring 29,900.00 square meters or thereabout, which property is more particularly described in Schedule I hereunder and hereinafter referred to as the "Said Larger Property".

AND WHEREAS by an Agreement dated 13/04/2002, the Party of the First Part has agreed to purchase from Smt. Ramabai Shridhar Naique Gaunekar, Smt. Laxmibai Soiru Naique Gaunekar, Shri. Ramchandra Soiru Naique Gaunekar, Shri. Frasad Soiru Naique Gaunekar, Smt. Rajashree Harish Dalvi and Shri. Harish Manohar Dalvi who are owners of the Said Larger Property (hereinafter referred to as the "Original Owners"), part of the Said Larger Property to the extent of 4530.00 square metres. The Agreement dated 13/04/2002 is hereinafter referred to as the "Said Agreement" and the portion of the property known as "**VARCONDEM**" to the extent of 4530.00 square metres of the property

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bearing Survey No. 32 sub-division 0 of Ponda is hereinafter referred to as the "Said Property" and is better described in Schedule II hereunder.

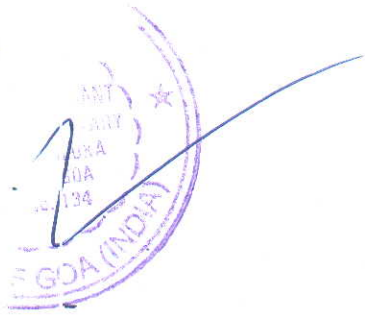
AND in terms of the Said Agreement, the Party of the First Part as on date has effected payment of a sum of Rs. 13,60,230/- (Rupees Thirteen Lakhs Sixty Thousand Two Hundred And Thirty Only) to the Original Owners under the Said Agreement.

AND subsequent to the Said Agreement, there surfaced disputes as regards to the title of the Original Owners in respect of the Said Property as Smt. Champabai alias Ushabai Manoharao Deshpande, Smt. Lilabai alias Shobhanabai Krishnaji alias Gurunathrao Deshpande; Smt. Calabai alias Casturabai alias Kasturbai Dinanath Dalvi and her husband, Shri Dinanath Shambhu Dalvi and Smt. Sumitrabai alias Mirabai Ramendra Sinai Khandeparkar claimed rights as co-owners in respect of the Said Property through Shri. Sridora Ramchandra Naique Gaunekar who is the husband of Smt. Ramabai Sridora alias Shridhar Naique Gaunekar, who expired on 04/01/2000 leaving behind no lineal descendants.

AND WHEREAS after certain meetings and/or deliberations between the Party of the First Part and all the other co-owners including the Original Owners, in respect of the Said Property and in settlement of all the claims

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of all the co-owners including the Original Owners, it was agreed that the Party of the First Part shall pay a total consideration of Rs. 1,53,00,000/- (Rupees One Crore Fifty Three Lakhs Only) for purchase of the Said Property, out of which a sum of Rs. 1,15,00,000/- (Rupees One Crore Fifteen Lakhs Only) was agreed to be paid to the Original Owners and the balance amount of Rs. 38,00,000/- (Rupees Thirty Eight Lakhs Only) was agreed to be paid to the other co-owners.

AND WHEREAS in pursuance of the understanding and/or settlement arrived between the parties, the Party of the First Part effected payment of a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) to Smt. Champabai alias Ushabai Manoharao Deshpande, who on receipt of the said consideration executed a Deed of Surrender dated 15/04/2005, surrendering her undivided share in the Said Property in favour of the Party of the First Part.

AND WHEREAS by separate Deed of Surrender dated 03/08/2010, Smt. Lilabai alias Shobhanabai Krishnaji alias Gurunathrao Deshpande surrendered her undivided share in the Said Property in favour of the Party of the First Part for a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs Only).

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[Signature]



AND WHEREAS as regards to settlement of claims of Smt. Calabai alias Casturabai alias Kasturbai Dinanath Dalvi and her husband, Shri Dinanath Shambhu Dalvi and Smt. Sumitrabai alias Mirabai Ramendra Sinai Khandeparkar, the Party of the First Part has represented that Smt. Calabai alias Casturabai alias Kasturbai Dinanath Dalvi and her husband, Shri Dinanath Shambhu Dalvi and Smt. Sumitrabai alias Mirabai Ramendra Sinai Khandeparkar shall respectively surrender their undivided share in the Said Property in favour of the Party of the First Part upon Party of the First Part effecting payment of a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) to that Smt. Calabai alias Casturabai alias Kasturbai Dinanath Dalvi and her husband, Shri Dinanath Shambhu Dalvi and a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) to Smt. Sumitrabai alias Mirabai Ramendra Sinai Khandeparkar.

AND WHEREAS the Party of the First Part further represented that the Original Owners, in pursuance of the settlement arrived at have also agreed to execute conveyance in respect of the Said Property in favour of the Party of the First Part for a consideration of Rs. 1,15,00,000/- (Rupees One Crore Fifteen Lakhs Only) instead of the originally agreed consideration of Rs. 32,00,000/- (Rupees Thirty Two Lakhs Only) under the Said Agreement, which conveyance has been agreed to be executed

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16/11/2011



on or before 31/12/2012, within which period the Party of the First Part has to pay the entire revised consideration.

AND WHEREAS the Party of the First Part has approached the Party of the Second Part with a request to contribute 50% of the total consideration payable to the Original Owners as well as the other co-owners, with an understanding that the Party of the First Part shall allot to the ownership of the Party of the Second Part 50% of the undivided share in the Said Property, corresponding to 2265/4530 square metres, upon the Party of the First Part getting conveyance of title of the Said Property in its favour.

AND the Party of the Second Part has based on the said representations acceded to the request of the Party of the First Part and has agreed to contribute 50% of the total consideration agreed to be paid by the Party of the First Part to the Original Owners as well as the other co-owners, amounting to Rs. 76,50,000/- (Rupees Seventy Six Lakhs Fifty Thousand Only), subject to the Party of the First Part allotting 50% of undivided share in the Said Property, corresponding to 2265/4530 square metres.

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16/11/2012



NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

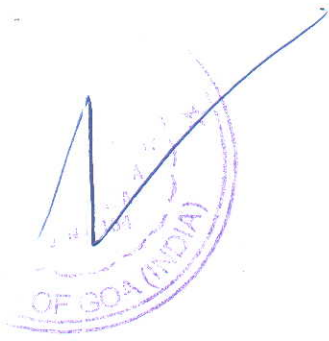
1. That in consideration of a sum of Rs. 76,50,000/- (Rupees Seventy Six Lakhs Fifty Thousand Only) which is equivalent to 50% of the total consideration to be paid to the Original Owners alongwith the other co-owners by the Party of the First Part for purchase of the Said Property, the Party of the First Part hereby agrees and binds themselves to allot to the ownership and possession of the Party of the Second Part, all that 50% of the undivided share in the Said Property, corresponding to 2265/4530 square metres, upon the Party of the First Part getting conveyance of the Said Property in its favour from the Original Owners and the other co-owners.

2. That the consideration of Rs. 76,50,000/- (Rupees Seventy Six Lakhs Fifty Thousand Only) due and payable under this instrument is to be paid by the Party of the Second Part to the Party of the First Part in the following manner:

A) Rs. 26,00,000/- (Rupees Twenty Six Lakhs Only) on or before 31st March 2011.

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B) Rs. 50,00,000/- (Rupees Fifty Lakhs Only) on or before 31st March 2012.

C) Balance amount of Rs. 50,000/- (Rupees Fifty Thousand Only) shall be paid at the time of execution of the Deed of Sale conveying/transferring 50% of the undivided share in the Said Property, corresponding to 2265/4530 square metres by the Party of the First Part in favour of the Party of the Second Part.

3. That considering the fact that the Party of the First Part would allot to the ownership of the Party of the Second Part, 50% of the undivided share in the Said Property upon conveyance of the same in favour of the Party of the First Part from its Original Owners and the other co-owners, the Party of the Second Part shall reimburse to the Party of the First Part, 50% of the cost incurred by the Party of the First Part towards the payment of Stamp Duty and Registration Fees in getting conveyance of the Said Property in its favour from the Original Owners and the other co-owners.

4. That the Party of the First Part shall get conveyance of the Said Property in its favour within a period of 2 (two) years from today and the

or

[Signature]



Party of the First Part shall within a period of 9 (nine) months there from convey and/or transfer 50% undivided share in the Said Property, corresponding to 2265/4530 square metres in favour of the Party of the Second Part, subject to payment of Stamp Duty and Registration Fees by executing an independent Deed of Conveyance by the Party of the First Part in favour of the Party of the Second Part conveying the same.

SCHEDULE I

ALL that part and parcel of property known as “**VARCONDEM**” situated at Varkhande, Ponda of Ponda Taluka, described under No. 503 at page 176 of Book B-7 Old, and recorded in the Taluka Revenue office of Ponda under Matriz numbers 444, 445 467 and 468, and Surveyed under Survey No. 32 sub-division No. 0 of Ponda and admeasuring 29,900.00 m² (twenty nine thousand nine hundred square metres) or thereabout situated at Ponda, within the Jurisdiction of Ponda Municipal Council, Ponda Taluka, District of North Goa, and as per the Marginal Notes Nos. 2 and 3 to the above Description No. 503, the entire property “**VARCONDEM**” consists of two parcels of land which are bounded as under:-

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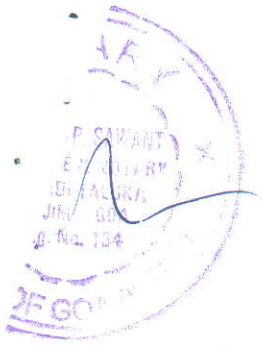
The first parcel of land is bounded on the East by the rivulet of sweet water, on the West by the drain of running water from the hillock of Bandora Comunidade, on the North by the houses of Antonio Luis Alves, and on the South by the stream of monsoon waters;

The second parcel of land known as "Gorbatta" is bounded on the East by the rivulet of sweet water, on the West by the drain of running water from the hillock of Bandora Comunidade, on the South by the drain which separates this plot from the other, and on the North by the other plot which is separated by a wall of stones.

SCHEDULE II

ALL that part of the landed property to the extent of 4530:00 m² (Four Thousand Five Hundred Thirty Square Metres) which forms a distinct part of the Said Larger Property known as "**VARCONDEM**" bearing Survey No. 32 sub-division 0 of Ponda, situated at "**VARCONDEM**", within the jurisdiction of Ponda Municipal Council, Ponda, Taluka Ponda and Sub-District of Ponda of Registration District of North Goa, described in Land Registration Office under No. 503 at page 176 of Book B-7 Old, and

or



recorded in the Taluka Revenue office of Ponda under Matríz numbers 444, 445 467 and 468 being bounded as under:

North : By Municipal road leading to "Varkhand";

South : By Nallah;

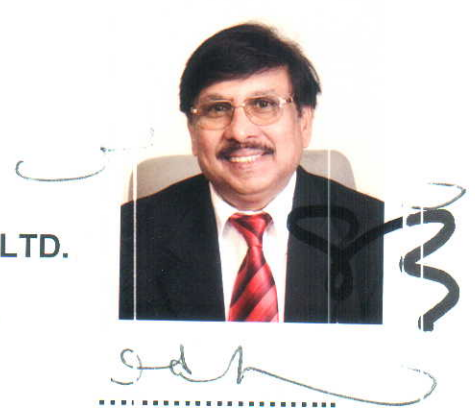
East : By small water drain; and

West : By remaining part of Survey No. 32 sub-division 0 of Ponda admeasuring 2814.00 square metres and 1720.00 square metres.

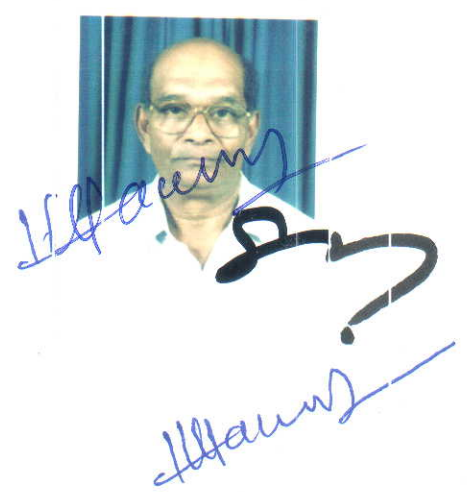


IN WITNESS WHEREOF the parties hereto have signed this instrument
on the day, month and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED
By the withinnamed
PARTY OF THE FIRST PART
OF THE ONE PART:
M/S. ALCON CONSTRUCTIONS (GOA) PVT. LTD.
Represented herein by its Director:
MR. NANDA SADASSIVA NAIQUE COUNTO



SIGNED AND DELIVERED
By the withinnamed
PARTY OF THE SECOND PART
OF THE OTHER PART:
MR. RAMKRISHNA LAXMAN SAWANT



In the presence of:

1. 
(G.L. Panvelkar)
2. 
(PRAKASH B. SAWANT)

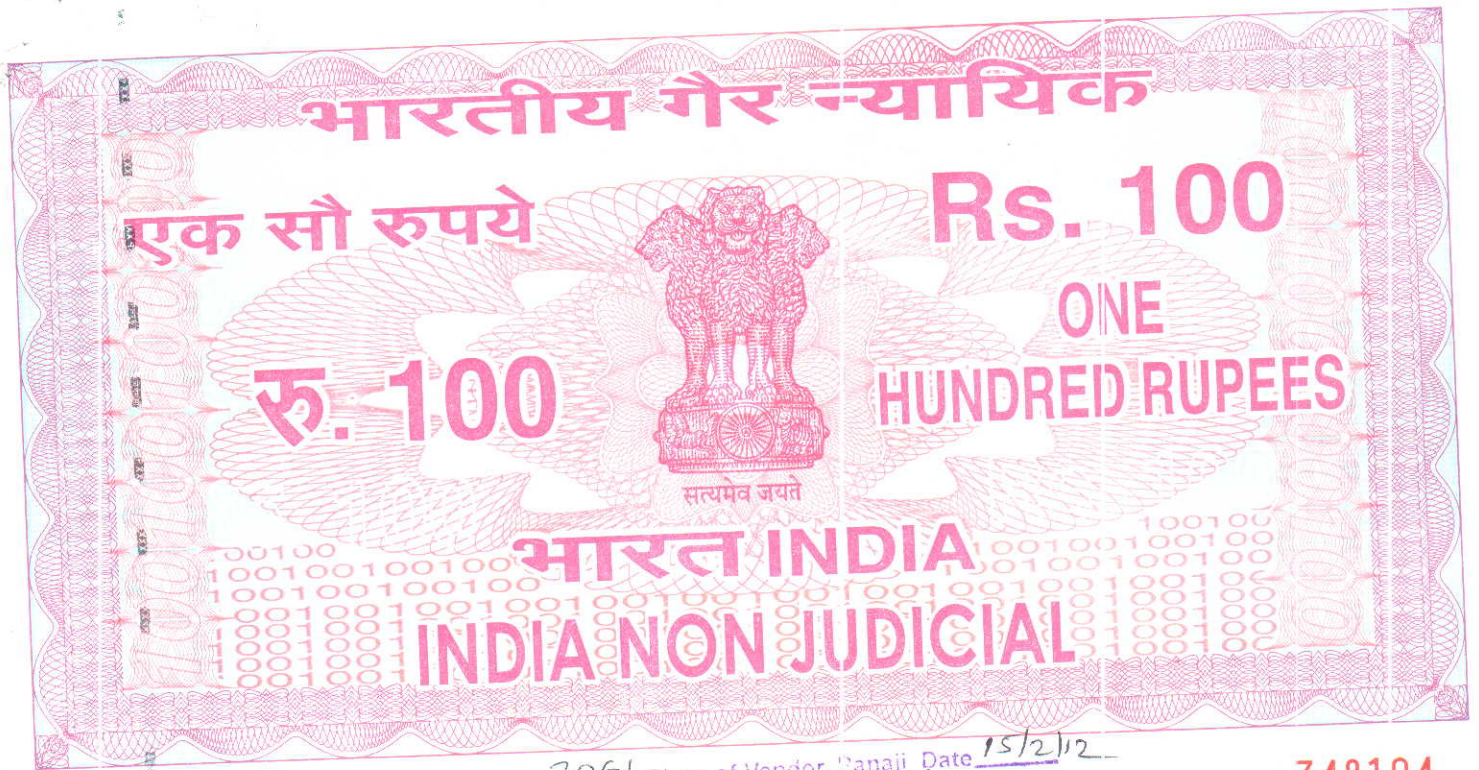
EXECUTED BEFORE ME
WHICH I ATTEST



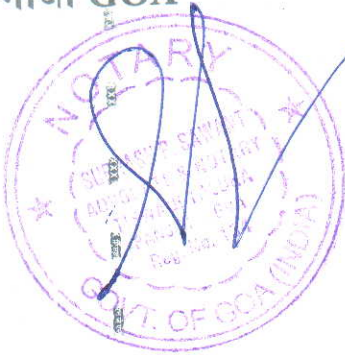
Subhash P. Sawant
Advocate & Notary
Tiswadi Taluka
Panaji - Goa 403 001
Reg. No 134



Reg No: 6052/10.
Date: 20/10/10.



गोवा GOA



Serial No. 2061 Place of Vendor Paraji Date 15/2/12
Value of Stamp Paper Rs. 100/-
Name of Purchaser _____
Residence _____ Name of Father _____
Purpose _____ Transacting Parties : _____

348104

Signature of Vendor
Mangala S. Kulkarni
License No. AGIST/EN/747/99

Signature of Purchaser

ADDENDUM

THIS ADDENDUM TO THE AGREEMENT DATED
20/10/2010 is entered into at Paraji - Goa on this

[Signature]

[Signature]



Ninth (09th) day of April of the Year Two Thousand and Twelve (09/04/2012) by and

BETWEEN

M/S. ALCON CONSTRUCTIONS (GOA) PVT. LTD., a company incorporated under the Companies Act, 1956, with its registered office at Velho Building, First Floor, Panaji, Goa, having PAN No. [REDACTED] represented in this act by its Director, **MR. NANDA SADASSIVA NAIQUE COUNTO**, son of late Sadassiva Naique Counto, 68 years old, married, Businessman, Indian National, residing at 503, Gurudatta Complex, M. G. Road, Panaji, Goa, hereinafter referred to as **PARTY OF THE FIRST PART** (which expression shall unless repugnant to the context and meaning thereof be deemed to include its successors in interest and/or assigns) of the **ONE PART**.

AND

MR. RAMKRISHNA LAXMAN SAWANT, son of late Laxman Sawant, 66 years of age, married, businessman,

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(Signature)



Indian National, residing at Ponda, Goa, having PAN No. [REDACTED] hereinafter referred to as "**PARTY OF THE SECOND PART**" (which expression shall unless repugnant to the context and meaning thereof be deemed to include his heirs, legal representatives, executors, administrators and/or assigns) of the **OTHER PART**.

WHEREAS there exists a property known as "VARCONDEM", situated at Queula, Ponda Taluka, Goa, described in Land Registration Office of Ilhas under number 503 at page 176 of book B-7 Old, and inscribed in Matriz Predial under numbers 444, 445, 467 and 468, surveyed under Survey No. 32 Sub-Division No. 0 of Ponda, admeasuring 29,900.00 square meters or thereabout, which property is more particularly described in Schedule I hereunder and hereinafter referred to as the "Said Larger Property".

AND WHEREAS by an Agreement dated 13/04/2002, the Party of the First Part has agreed to purchase from Smt. Ramabai Shridhar Naique Gaunekar, Smt. Laxmibai Soiru Naique Gaunekar, Shri. Ramchandra Soiru Naique

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[Signature]



Gaunekar, Shri. Prasad Soiru Naique Gaunekar, Smt. Rajashree Harish Dalvi and Shri. Harish Manohar Dalvi who are owners of the Said Larger Property (hereinafter referred to as the "Original Owners"), part of the Said Larger Property to the extent of 4530.00 square metres. The Agreement dated 13/04/2002 is hereinafter referred to as the "Said Agreement" and the portion of the property known as "**VARCONDEM**" to the extent of 4530.00 square metres of the property bearing Survey No. 32 sub-division 0 of Ponda is hereinafter referred to as the "Said Property" and is better described in Schedule II hereunder.

AND WHEREAS by a Agreement dated 20/10/2010 entered into between the Party of the First Part and Party of the Second Part, the Party of the First Part agreed to allot to the ownership of the Party of the Second Part, 50% of the undivided share in the Said Property, corresponding to 2265/4530 square metres, upon the Party of the Second Part contributing 50% of the total consideration due and payable towards purchase of the Said Property, on such terms and conditions set out in the Agreement dated 20/10/2010.

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AND subsequent to the Agreement dated 20/10/2010, the Party of the First Part has conceptualised of setting up a scheme of commercial cum residential multi-storeyed building consisting two blocks, namely Block 'A' and Block 'B' in the Said Property, each block admeasuring approximately 5,500.00 square metres of super built-up area.

AND that considering the scheme and the proposed project of commercial cum residential multi-storeyed building therein consisting two blocks, namely Block 'A' and Block 'B' in the Said Property, each Block admeasuring approximately 5,500.00 square metres of super built-up area intended to be constructed by the Party of the First Part, the Party of the Second Part has requested the Party of the First Part, that in lieu of the 50% of the undivided share in the Said Property, corresponding to 2265/4530 square metres, a super built-up area admeasuring approximately 2,750.00 square metres of super built-up area in Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property which shall be equivalent to

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50% of the FAR of the Block 'B', (i.e. 25% of the total FAR of the Said Property) of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property by the Party of the First Part be allotted to the ownership and possession of the Party of the Second Part.

AND that the Party of the First Part further represented to the Party of the Second Part that the Party of the First Part shall get conveyance of the Said Property in its favour and upon execution of the conveyance of the Said Property in its favour, the Party of the First Part shall obtain necessary approvals from concerned authorities and further shall complete the said commercial cum residential multi-storeyed building project consisting of two blocks, namely Block 'A' and Block 'B' in the Said Property.

AND WHEREAS based on the representations made by the Party of the First Part and the deliberations between the parties hereto, the Party of the First Part has agreed that in lieu of the 50% of the undivided share in the Said Property, corresponding to 2265/4530 square metres, to allot a super built-up area admeasuring approximately 2,750.00 square

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metres of super built-up area in Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property which shall be equivalent to 50% of the FAR of the Block 'B' with 50% road-frontage of Block 'B' (i.e. 25% of the total FAR of the Said Property) of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property to the ownership and possession of the Party of the Second Part for a consideration of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. That in consideration of a sum of Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only) agreed to be paid by the Party of the Second Part to the Party of the First Part, at the request of the Party of the Second Part, the Party of the First Part, in lieu of the 50% of the undivided share in the Said Property, corresponding to 2265/4530 square metres hereby agrees and binds itself to allot to the ownership and/or possession of the Party of the Second Part and/or its nominees, super built-up area admeasuring

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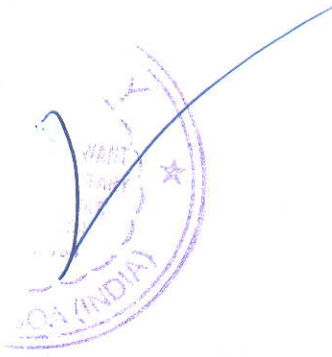
approximately 2,750.00 square metres of super built-up area in Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property which shall be equivalent to 50% of the FAR of the Block 'B' with 50% road-frontage of Block 'B' (i.e. 25% of the total FAR of the Said Property) of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property, which consideration shall be paid by the Party of the Second Part to the Party of the First Part in the following manner:

- A) Rs. 76,00,000/- (Rupees seventy six lakhs only) paid upto 31/03/2012.
- B) Balance amount of Rs. 49,00,000/- (Rupees Forty Nine Lakhs Only) shall be paid on getting the approvals from the Competent Authorities for construction of the commercial cum residential multi-storeyed building consisting of two blocks, namely Block 'A' and Block 'B' to be constructed in the Said Property.

2. That the Party of First Part shall upon obtaining all the permissions from the Competent Authorities and upon

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constructing the multi-storeyed building in the Said Property, shall allot to the ownership and/or possession of the Party of the Second Part and/or its nominee, super built-up area admeasuring approximately 2,750.00 square metres of super built-up area in Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property which shall be equivalent to 50% of the FAR of the Block 'B' with 50% road-frontage of Block 'B' (i.e. 25% of the total FAR of the Said Property) of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property in terms of specifications set out at Annexure I hereto.

3. It is agreed between the parties that the exact location and/or exact super built-up area to be allotted to the Party of Second Part by the Party of First Part shall be determined within a period of 15 days upon the Part of First Part securing all the development permissions/Construction Licenses from the Competent Authorities.

4. It is further agreed that the super built-up area agreed to be allotted to the Party of Second Part shall be handed over

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to the Party of Second Part within period of 36 months from the date of obtaining the construction licence issued by the Municipal Authorities, which may be further extended by mutual consent of both the parties alongwith the Occupancy Certificate from Ponda Municipal Council.

5. That the Party of the First Part shall also allot to the Party of the Second Part, 25% of the total parking slots available in the proposed commercial cum residential multi-storeyed building consisting of two blocks, namely Block 'A' and Block 'B' to be constructed in the Said Property.

6. That considering the fact that Party of the Second Part is entitled to 50% of the FAR of the Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property, the Party of the First Part shall allot 50% of the super built-up area on each floor of Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property, the balance 50% of the super built-up area on each floor of Block 'B' and the total super built-up area on all the floors of Block 'A' of the commercial cum residential multi-storeyed

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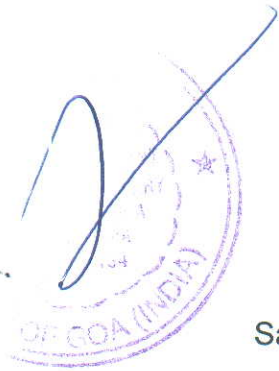
building proposed to be constructed in the Said Property shall always be the property of the Party of the First Part and/or its nominees.

7. In the event after equal distribution of the super built-up area on each floor of Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property, the area to be allotted to the Party of the Second Part is found to be less than 50% of the FAR of the Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property, in that event, the Party of the Second Part, shall be allotted, the difference in the area in the said Block 'B' with mutual understanding between the parties hereto.

8. In the event after equal distribution of the super built-up area on each floor of Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property, the area to be allotted to the Party of the Second Part is found to be more than 50% of the FAR of the Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the

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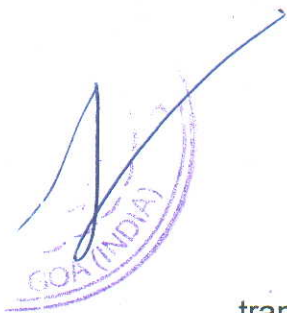


Said Property, in that event the Party of the Second Part shall pay compensation to the Party of the First Part for the difference in such area at such rate which shall be mutually agreed between the parties hereto or at the prevailing market rate.

9. It is agreed between the parties hereto that upon allotment of the super built-up area of the Party of the Second Part, if the Party of the Second Part wants to create third party rights by assigning the rights of the super built-up area and/or any part thereof to any third party, prior to obtaining conveyance of the super built-up area in their favour upon making payment of stamp duty and registration fees on transfer/conveyance of the super built-up area in their favour, the Party of the First Part shall also be entitled to claim the Infrastructure Tax from such third parties at the prevailing rate. However, in the event the conveyance in respect of the said super built-up area is executed in favour of the Party of the Second Part, Party of the First Part shall not be entitled to claim Infrastructure Tax from the Party of the Second Part, subject to the Party of the Second Part making payment of stamp duty and registration fees on

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transfer/conveyance of the super built-up area in their favour.

10. It is agreed between the parties hereto that the Party of the First Part shall be entitled to alter/change/revise plans approved by the concerned authorities provided however the super built-up area and/or the FAR to be allotted to the Party of the Second Part under this Addendum shall remain unaffected.

11. It is further agreed between the parties hereto that, at any time, there is increase in FAR in respect of the Said Property, the additional FAR shall enure to the benefit of the Party of the Second Part to the extent of 25% additionally available and the super built-up area which shall result from such increase in FAR i.e. 25% of additional FAR, shall be allotted to the Party of the Second Part in Block 'B' of the commercial cum residential multi-storeyed building proposed to be constructed in the Said Property.

12. The Party of the Second Part shall be liable to bear Service Tax, Value Added Tax and/or any other tax and/or





fee which may be levied by the Concerned Authorities in respect of the super built-up area to be allotted to the Party of the Second Part.

13. It is agreed between the parties hereto that in the event the Party of the Second Part requests the Party of the First Part to provide certain items not specified under the Specifications annexed at Annexure I hereto, the Party of the First Part shall comply with such request of the Party of the Second Part, subject to its availability and the party of the Second Part bearing cost of such extra items. It is further agreed between the parties that the requisition of such extra items shall be made by the Party of the Second Part in writing to the Party of the First Part on or before the completion of the superstructure and in any event prior to commencement of the internal work in respect of the Super Built-up area to be allotted to the Party of the Second Part.

14. That the Party of the First Part at its own discretion shall form a Co-operative Society/Association/Maintenance Society/Legal Entity and/or any other Entity for the maintenance and up-keep of the commercial cum residential

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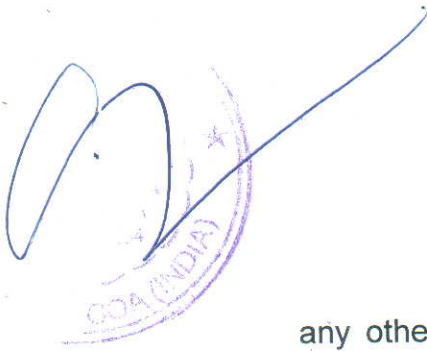
10/10/2017



multi-storeyed building consisting two blocks, namely Block 'A' and Block 'B' in the Said Property and the Party of the Second Part and/or his nominees, shall/agreed to become a member of said registered Co-operative Society/Association/Maintenance Society/Legal Entity and/or any other Entity and the Party of the Second Part further agrees that he shall be also an office bearer of such registered Co-operative Society/Association/Maintenance Society/Legal Entity and/or any other Entity as and when formed and further covenants that he shall sign all declaration and forms required to be signed and presented for becoming a member of such Co-operative Society/Association/Maintenance Society/Legal Entity and/or any other Entity as and when presented for his signature by the Party of the First Part. The Party of the Second Part further covenants that he shall at all times pay the necessary subscription and/or requisition fees and/or other fees which he is required to pay for formation of such registered Co-operative Society/Association/Maintenance Society/Legal Entity and/or any other Entity and shall abide by the rules and regulations of such registered Co-operative Society/Association/Maintenance Society/Legal Entity and/or

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[Signature]



any other Entity and shall at all times co-operate with the said Co-operative Society/Association/Maintenance Society/Legal Entity and/or any other Entity or legal entity and hereby agrees that whenever so called for becoming a member of the Managing Committee of such Co-operative Society/Association/Maintenance Society/Legal Entity and/or any other Entity, shall become a member of the Managing Committee. In the event the formation of said registered Co-operative Society/Association/Maintenance Society/Legal Entity and/or any other Entity is delayed for a period beyond one year upon getting of the Occupancy Certificate, the Party of the Second Part agrees to contribute and effect payments of the maintenance dues due and payable to the Party of the First Part for the maintenance and up-keep of the commercial cum residential multi-storeyed building consisting two blocks, namely Block 'A' and Block 'B' in the Said Property in proportion to the super built-up area allotted to the Party of the Second Part and/or his nominees.

15. It is agreed between the parties hereto that the Agreement dated 20/10/2010 stands modified by the terms of this Addendum.



16. Either parties shall be entitled to seek specific performance of the terms of this Agreement under the provisions of Specific Relief Act, 1932.

17. If any dispute arises as to the interpretation and as to the terms and conditions of this agreement, the same shall be decided by a sole Arbitrator appointed by the parties in terms of the Provisions of the Indian Arbitration and Conciliation Act, 1996 and the language for such arbitration shall be English and the venue shall be Panaji, Goa.

SCHEDULE I

ALL that part and parcel of property known as “**VARCONDEM**” situated at Varkhande, Ponda of Ponda Taluka, described under No. 503 at page 176 of Book B-7 Old, and recorded in the Taluka Revenue office of Ponda under Matriz numbers 444, 445 467 and 468, and Surveyed under Survey No. 32 sub-division No. 0 of Ponda and admeasuring 29,900.00 m² (twenty nine thousand nine hundred square metres) or thereabout situated at Ponda,



within the Jurisdiction of Ponda Municipal Council, Ponda Taluka, District of North Goa, and as per the Marginal Notes Nos. 2 and 3 to the above Description No. 503, the entire property "VARCONDEM" consists of two parcels of land which are bounded as under:-

The first parcel of land is bounded on the East by the rivulet of sweet water, on the West by the drain of running water from the hillock of Bandora Comunidade, on the North by the houses of Antonio Luis Alves, and on the South by the stream of monsoon waters;

The second parcel of land known as "Gorbatta" is bounded on the East by the rivulet of sweet water, on the West by the drain of running water from the hillock of Bandora Comunidade, on the South by the drain which separates this plot from the other, and on the North by the other plot which is separated by a wall of stones.



SCHEDULE II

ALL that part of the landed property to the extent of 4530:00 m2 (Four Thousand Five Hundred Thirty Square Metres) which forms a distinct part of the Said Larger Property known as “**VARCONDEM**” bearing Survey No. 32 sub-division 0 of Ponda, situated at “**VARCONDEM**”, within the jurisdiction of Ponda Municipal Council, Ponda, Taluka Ponda and Sub-District of Ponda of Registration District of North Goa, described in Land Registration Office under No. 503 at page 176 of Book B-7 Old, and recorded in the Taluka Revenue office of Ponda under Matriz numbers 444, 445 467 and 468 being bounded as under:

North : By Municipal road leading to “Varkhand”;

South : By Nallah;

East : By small water drain; and

West : By remaining part of Survey No. 32 sub-division 0 of Ponda admeasuring 2814.00 square metres and 1720.00 square metres.



ANNEXURE I

CONSTRUCTION SPECIFICATIONS

IN CASE OF A RESIDENTIAL FLAT

1. STRUCTURE: R.C.C framed structure as per the designs approved by Ponda Municipal Council.
2. WALLS: Brick/laterite or concrete block masonry in cement mortar.
3. DOORS & WINDOWS: All door frames shall be 2 1/2" X 4" size in Sal/Mutti. All doors shall be of solid core 30mm thick marine grade commercial veneered flush shutters, except the main door which shall be of teak veneered flushed shutters. All doors shall have mild steel oxidised hinges, brass tower bolts and door stoppers. All doors shall be painted in oil paint except the main door which shall be polished.

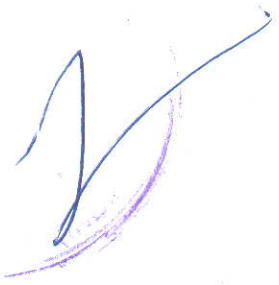
All windows shall be aluminum sliding windows.

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VA (INDIA)

4. PLASTER AND PAINT: All external surfaces of the buildings will be plastered with two coats of cement mortar and finished with cement paint. Internal walls ceilings will be plastered with neeroo or gypsum plaster. All internal wall surfaces will be finished in off- white oil bound disternper paint.
5. ROOFING: R.C.C. slab with normal type water proofing.
6. FLOORING AND SKIRTING: All flooring shall be with vitrified tiles except kitchen in ceramic tiles laid in cernent mortar.
7. TOILETS: Toilet blocks shall consists of an European commode, wash-basin and a shower rose. Sanitary ware to be white in colour. Other colours are optional will be charged extra. All toilets and baths to be provided with glazed tiles Dado to a height of 2.1m. Toilet floors to have ceramic tiles laid in cement mortar.
8. KITCHEN: Kitchen to be provided with standard platform finished with "Granite" stone. Sink shall be of single bowl

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W. Keeney



stainless steel. Kitchen platform Dado to be provided with glazed tiles upto a height of 0.45m.

9. ELECTRICAL: All wiring to be in good quality cables concealed in walls and slabs. Points to be provided are as follows:

Bedroom (Each) : two light points, one fan point, one 5 amp point and one AC point

Living/Dinning : two light points, one fan point, two 5 amp point, one bell point, one TV point, one telephone point, one cable point

Kitchen : one light point, one 5amp point, two 15 amp points i.e. one for service varrandah and one light point

Toilets : one light point, one 15 amp geyser point and one 15 amp washing machine point

10. All fixtures, including fans are to be provided by the purchaser. Fixing if required to be done by the builders at extra cost.



11. PLUMBING AND DRAINAGE: Rain water drainage to be in P.V.C down take pipes. Plumbing mains and distribution to be in P.V.C pipes. Underground drainage to be in SWR pipes with chambers and traps to be connected to sewage main/septic tank. Building to be provided with underground sump and overhead common tank.
12. The flat owner shall obtain his permanent electric connection from the department of electricity with the test report provided by the Builders. Similarly the direct individual water connections if required shall be obtained by the individual flat owners with the plumbing Certificates issued by the Builders.
13. Additions involving changes in the architectural features of the buildings or change in the approved Municipality building layouts will not be entertained by the builders. Builders reserve the right to refuse to undertake any extra items of work not incorporated in the Agreement, without assigning reasons.

IN CASE OF COMMERCIAL PREMISES

1. STRUCTURE: R.C.C framed structure as per the designs approved by Ponda Municipal Council.
2. WALLS: Brick/laterite or concrete block masonry in cement mortar.
3. DOORS / WINDOWS & SHUTTERS: The main entrances to the shop will be provided with rolling shutter with primer and two coats of oil paint. There will also be Aluminium sliding ventilator fully glazed with 3mm glass.
4. PLASTER AND PAINT: All external surfaces of the shop will have two coats of plaster finished in cement paint. Internal walls/ ceilings will have a single coat plaster finished with Neeru finish or Gypsum plaster and all internal wall surfaces will be finished in off- white oil bound distemper paint.
5. FLOORING AND SKIRTING: All flooring shall be with vitrified tiles laid in cement mortar.
6. ELECTRICAL: All wiring in good cables concealed in walls and slab. Each shop will be provided with two ceiling point, two fan point, two 5amp plug point and one AC point. All fixtures are of the purchasers.

or

[Signature]



7. The shop owner shall obtain his permanent electric connection from the department of electricity with the test report provided by the Builders. Similarly the direct individual water connections if required shall be obtained by the individual flat owners with the plumbing Certificates issued by the Builders.

ok

[Handwritten signature]



IN WITNESS WHEREOF the parties hereto have signed this instrument on the day, month and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED

By the withinnamed

PARTY OF THE FIRST PART

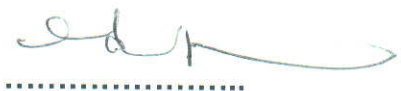
OF THE ONE PART:

M/S. ALCON CONSTRUCTIONS (GOA) PVT. LTD.

Represented herein by its Director:

MR. NANDA SADASSIVA NAIQUE COUNTO




.....

SIGNED AND DELIVERED

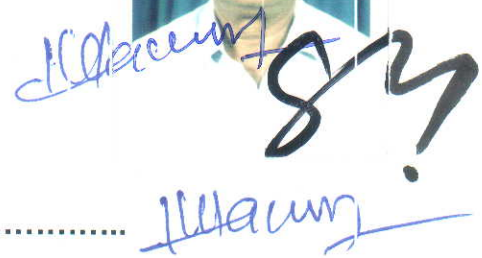
By the withinnamed

PARTY OF THE SECOND PART

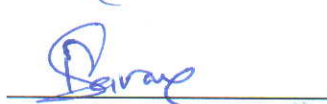
OF THE OTHER PART:

MR. RAMKRISHNA LAXMAN SAWANT

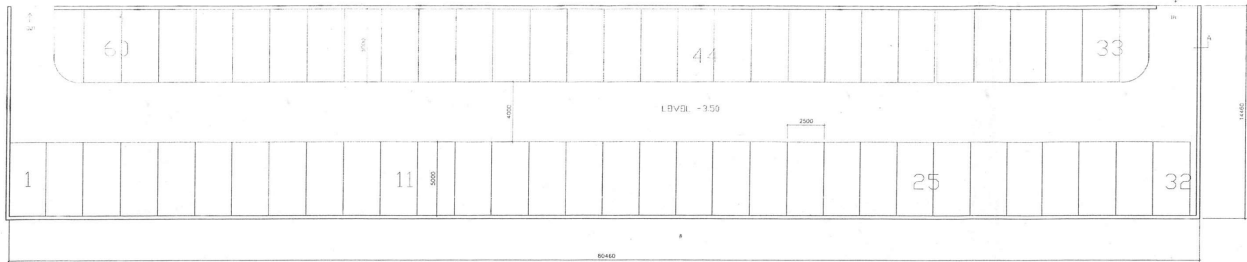



.....

In the presence of:

1. 
(G.L. Panvelkar)
2. 
(PRATEESH SAHANI)





BASEMENT FLOOR PLAN

AREA STATEMENT

TOTAL PLOT AREA:- 4530.00 SQ.M.
ENTERTAINMENT STRIP:- 500.0 SQ.M.
EFFECTIVE PLOT AREA:- 3780.0 SQ.M.
ROAD WIDENING AREA:- 250.00 SQ.M.
PERMISSIBLE COVERAGE:- 1512.00 SQ.M.
PERMISSIBLE FSI:- 8066.00 SQ.M.
PROPOSED COVERAGE:- 1505.90 x 100
----- 39.83%
3780.00

LOWER GROUND FLOOR:- 366.98 SQ.M.
UPPER GROUND FLOOR:- 1299.47 SQ.M.
FIRST FLOOR:- 1296.18 SQ.M.
SECOND FLOOR:- 1296.18 SQ.M.
THIRD FLOOR:- 1038.28 SQ.M.
FOURTH FLOOR:- 1038.28 SQ.M.
FIFTH FLOOR:- 1038.28 SQ.M.
SIXTH FLOOR:- 497.12 SQ.M.

TOTAL BUA 7870.77 SQ.M.
PROPOSED FAR 7870.77 x 100
----- 195.30%
4030

CAR PARKING REQUIREMENT

1) COMMERCIAL AREA - 4307.05 SQ.M. CARS-86 NOS.

2) RESIDENTIAL FLATS - 34 NOS. CARS - 34 NOS.

TOTAL CAR PARKING - 120 NOS.

CAR PARKING PROVIDED FOR 134 NOS.

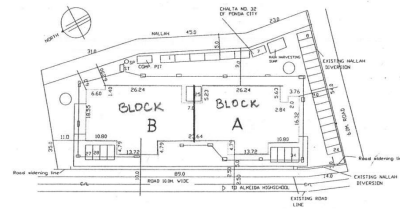
AREA STATEMENT FOR CALCULATION OF FEES

BASEMENT FLOOR:- 1163.45 SQ.M. BALCONY
LOWER GROUND FLOOR:- 1504.99 SQ.M.
UPPER GROUND FLOOR:- 1505.90 SQ.M.
FIRST FLOOR:- 1445.10 SQ.M.
SECOND FLOOR:- 1445.10 SQ.M.
THIRD FLOOR:- 1158.50 SQ.M. 87.04 SQ.M.
FOURTH FLOOR:- 1158.50 SQ.M. 87.04 SQ.M.
FIFTH FLOOR:- 1158.50 SQ.M. 87.04 SQ.M.
SIXTH FLOOR:- 617.38 SQ.M. 33.04 SQ.M.

TOTAL AREA 11157.42 SQ.M. + 294.16 SQ.M.
(Bal. 378.00 SQ.M.)

AREA STATEMENT

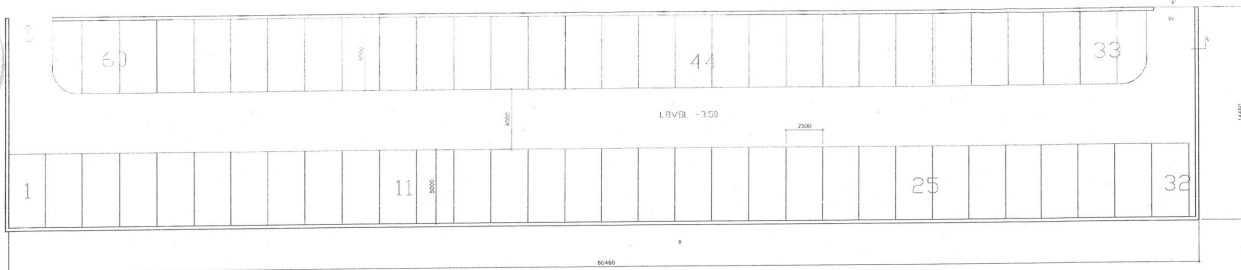
A:- 14.40 x 11.57 x 11.57 SQ.M.



SITE PLAN

SCALE - 1:500

PROPOSED BUILDING FOR M/s. ALCON CONSTRUCTIONS PVT. LTD. AT PONDH.	
SUBMISSION DRAWING BASEMENT FLOOR PLAN	
DATE: 14/12/2014	Proj. No.: 48
PRADDEEP BHANDARI ARCHITECT PLOT NO. 14, 15 & 16 FINCH LAKSHMI NAGAR	1:50 Scale 174 100 M



BASEMENT FLOOR PLAN

AREA STATEMENT

TOTAL PLOT AREA:- 4530.00SQM
 ENTERTAINMENT STRIP:- 500.0 SQM.
 EFFECTIVE PLOT AREA:- 3780.0 SQM.
 ROAD WIDENING AREA:- 250.0SQM.
 PERMISSIBLE COVERAGE:-1512.00SQM
 PERMISSIBLE FSI:- 0066.00SQM
 PROPOSED COVERAGE:-1505.90x100
 3780.00 39.83%

LOWER GROUND FLOOR:- 366.98SQM
 UPPER GROUND FLOOR:- 1299.47SQM
 FIRST FLOOR:- 1296.18SQM
 SECOND FLOOR:- 1296.18SQM
 THIRD FLOOR:- 1038.28SQM
 FOURTH FLOOR:- 1038.28SQM
 FIFTH FLOOR:- 1038.28SQM
 SIXTH FLOOR:- 497.12SQM.

TOTAL BUA 7870.77SQM.
 PROPOSED FAR 7870.77X100
 195.36%

4030

CAR PARKING REQUIREMENT

1) COMMERCIAL AREA - 4307.0SQM. CARS-86 NOS.

2) RESIDENTIAL FLATS - 34 NOS. CARS - 34 NOS.

TOTAL CAR PARKING - 120 NOS

CAR PARKING PROVIDED FOR 134 NOS

AREA STATEMENT

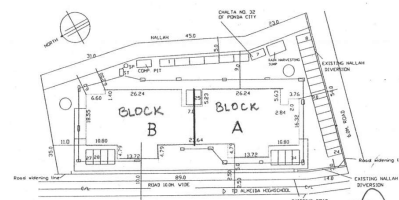
FOR CALCULATION OF FEES

BASMENT FLOOR:- 1163.45SQM BALCONY
 LOWER GROUND FLOOR:- 1504.99SQM
 UPPER GROUND FLOOR:- 1505.90SQM
 FIRST FLOOR:- 1445.10SQM
 SECOND FLOOR:- 1445.10SQM
 THIRD FLOOR:- 1158.50SQM 87.04 SQM.
 FOURTH FLOOR:- 1158.50SQM 87.04 SQM.
 FIFTH FLOOR:- 1158.50SQM 87.04 SQM.
 SIXTH FLOOR:- 617.38SQM. 33.04 SQM.

TOTAL AREA 11157.42SQM. +294.16 SQM.
 (Bal. 3780.00 SQM.)

AREA STATEMENT

A:- 14.43X80.00=1153.45 SQM



SITE PLAN

SCALE - 1:500

EXECUTED BEFORE ME
 WHICH I ATTEST

Subhash P. Sawan
 Advocate & Notary
 Tiswadi Taluka
 Panaji - Goa 403 009
 Reg. No 134

Reg. No: 997/12
 Date: 9/14/2012



PROPOSED BUILDING FOR M/s. ALCON CONSTRUCTIONS PVT. LTD. AT PONDRA	
SUBMISSION DRAWING BASEMENT FLOOR PLAN	
Date:	Eng. No:- 43
PRADIP BHANDARI ARCHITECT PLOT NO. 10, PONDRA PONDRA, CHANDOLIM, GOA	1106 Sheet 122 Date No