



Serial No. 478 Place of Vendor, Panaji Date 29/3/18  
Value of Stamp Paper 1000  
Name of Purchaser \_\_\_\_\_  
Residence \_\_\_\_\_ Name of Father \_\_\_\_\_  
Purpose \_\_\_\_\_ Transacting Parties: \_\_\_\_\_

504533

✓  
Sign of Stamp Vendor  
Mangala N. Karapurkar  
License No. AC/STP/VEN/747190

\_\_\_\_\_  
Sign of Purchase

AGREEMENT FOR JOINT DEVELOPMENT

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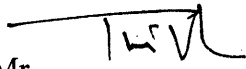


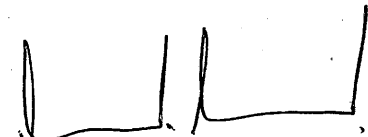
THIS AGREEMENT is made in this city of Panaji, Taluka and Sub-District of Ilhas, District of North-Goa, State of Goa, on this 18<sup>th</sup> day of August, 2018 (18/08/2018) **BY AND BETWEEN:**

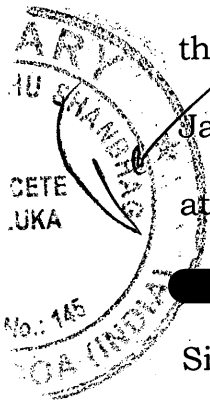
**SIR BIOTECH INDIA LIMITED**, a company, duly incorporated under the Companies Act, 1956, having its registered office at 6926, Jaipuria Mills, Clock Tower, Subzi Mandi, Delhi 110007 and local office at Plot No. N-50, Verna Industrial Estate, Verna, Salcete, Goa, (PAN No. [REDACTED]) represented herein through its Director and Authorised Signatory, Mr. Jai Prakash Agarwal, son of Late Shri Raghunath Prasad Agarwal, aged 54 years, married, Indian National, resident of House No. 2(1), Seraulim Village, Salcete, South Goa, Goa, duly authorized vide resolution passed by the Board of Directors at their meeting held on 03/08/2018, hereinafter referred to as the "**FIRST PARTY/OWNER-CUM-VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns) of the ONE PART.

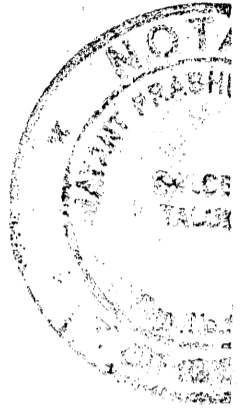
**AND**

**MANGLAM INFRA DEVELOPERS**, a Partnership Firm having its office at 6th Floor, Apex Mall, Lal Kothi, Tonk Road Jaipur Rajasthan (PAN-[REDACTED]) through its Partner Mr. Sumit Singla duly authorized vide Authority Letter dated 18/08/2018 passed and signed by all the partners constituting the firm, hereinafter referred to as the "**SECOND PARTY/DEVELOPER-CUM- PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns) of **SECOND PART**.

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser



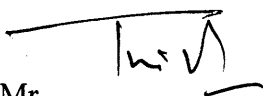



**WHEREAS** the OWNER-CUM-VENDOR is the owner-in-possession of the landed property admeasuring 27,324.00 Sq. meters approximately, situated at Ribander of Ilhas Taluka, District of North-Goa, within the Limits of City Corporation of Panjim, forming an independent and separate unit in itself surveyed under Chalta No. 4-C of P. T. Sheet No. 17 of City Survey Panjim, erstwhile formed part of the Plot of land identified as Plot No. 4 admeasuring 44,045.00 Sq. meters and then surveyed under Chalta No. 4 of P. T. Sheet No. 17, which Plot No. 4 inturn formed part of the bigger property known as RIBEIRO PEQUENO, described in the Land Registration Office under No. 1174 at Book B-14 old and Revenue Nos. 2, 3 and 699 and Chalta No. 3, 4 and 10 of P. T. Sheet No. 17.

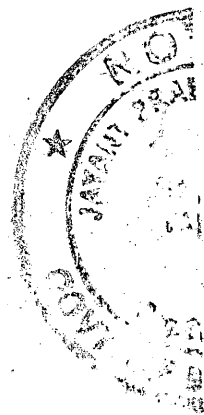
The bigger property RIBEIRO PEQUENO is better described in the SCHEDULE A hereunder written and is hereinafter referred to as "SAID ENTIRE PROPERTY"; the Plot No. 4 referred above is better described in the SCHEDULE B hereunder written and is hereinafter referred to as "Said Plot No. 4" while the property under Chalta No. 4-C of P. T. Sheet No. 17 of Panjim City is better described in the SCHEDULE C hereunder written and is hereinafter referred to as "SAID PROPERTY".

**AND WHEREAS** the SAID PROPERTY is owned by the OWNER-CUM-VENDOR by virtue of following four deeds of sale by which JPA Developers and Builders Pvt. Ltd. (now merged with Sir Biotech India Ltd.) purchased the areas mentioned corresponding thereto:

- (i) Deed of Sale dated 23/08/2006, registered under no. 3039 at pages 1 to 31 of Book No. I, Vol. No. 1715 dated 16/11/2006, having purchased from Smt. Durgabai S. Bhandare and her husband Shri. Shripad Bhandare, an

Mr.   
Owner-Cum-Vendor

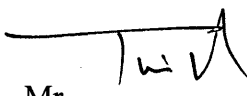
Mr.   
Developer-Cum-Purchaser

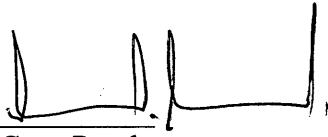


undivided area admeasuring 14683.00 Sq. meters of the Plot No. 4;

- (ii) Deed of Sale dated 01/09/2006, registered under no. 3040 at pages 32 to 58 of Book No. I, Vol. No. 1715 dated 16/11/2006, having purchased from Mr. Ramchandra Damodar Tarcar and his wife Mrs. Sita Ramchandra Tarcar, an undivided area admeasuring 4893.00 Sq. meters of the Plot No. 4;
- (iii) Deed of Sale dated 24/08/2006, registered under no. 3041 at pages 59 to 86 of Book No. I, Vol. No. 1715 dated 16/11/2006, having purchased from Smt. Aruna Mohandas Sinai Nevrenkar and her husband Shri. Mohandas Sinai Nevrekar, an undivided area admeasuring 4893.00 Sq. meters of the Plot No. 4;
- (iv) Deed of Sale dated 14/09/2006, registered under no. 3043 at pages 108 to 133 of Book No. I, Vol. No. 1715 dated 16/11/2006, having purchased from Shri. Vijay Damodar Tarcar and his wife Mrs. Lata Vijay Tarcar, an undivided area admeasuring 2853.00 Sq. meters of the Plot No. 4.

**AND WHEREAS** the OWNER-CUM-VENDOR wished to develop the Said Property and thus converted as area admeasuring 23,000 Sq. meters vide Conversion Sanad dated 31/03/2008 and further got approved from Planning and Development Authority plans for construction of a Hotel Project consisting of 273 rooms and accordingly obtained Development Permission and had also paid a sum of Rs. 61,39,000/-, however, the said permission has lapsed as on date.

Mr.   
Owner-Cum-Vendor

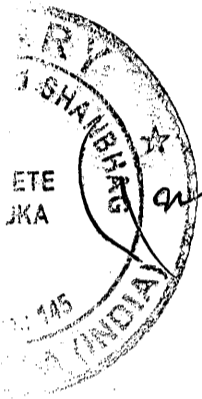
Mr.   
Developer-Cum-Purchaser

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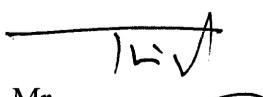


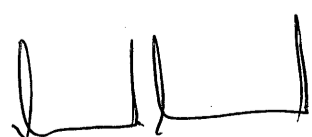
**AND WHEREAS** the OWNER-CUM-VENDOR now intends to have the Said Property developed by using the maximum permissible or maximum possible FAR of the Said Property and thus approached the DEVELOPER-CUM- PURCHASER proposing to have the same developed though the SECOND PARTY.

**AND WHEREAS** the OWNER-CUM-VENDOR has made following representations and declarations unto the SECOND PARTY:



- a) That they are the absolute owners in peaceful and unobstructed possession of the SAID PROPERTY and are in lawful occupation and enjoyment of the same;
- b) That they have absolute right and authority under the law to develop the SAID PROPERTY and/or deal with it in any manner whatsoever and no permission or consent of any person or authority is required;
- c) That they have clean, clear, subsisting and marketable title to the SAID PROPERTY;
- d) That there is no legal bar or impediment for sale and or development of the SAID PROPERTY and that the SAID PROPERTY is free from encumbrances, liens and/or charges, except that of consortium of State Bank of India, Union Bank of India & Punjab National Bank, with whom the Said Property is given as Collateral Security;
- e) That no notices from the Central or State Governments or any local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition / Requisition

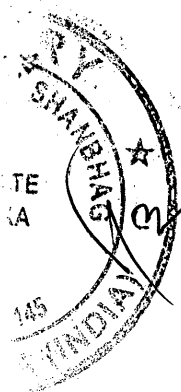
Mr.   
Owner-Cum-Vendor

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Developer-Cum-Purchaser

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had / has been received by and / or served upon them regarding the SAID PROPERTY;

f) That the SAID PROPERTY or any part thereof is neither the subject matter of any attachment nor of any certificate nor other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and / or Regulation and / or under any subsisting Order, Judgment and / or Decree of any Court of Law.

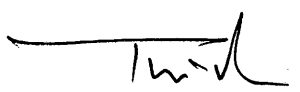


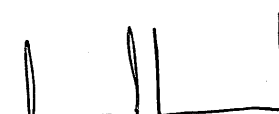
g) That the SAID PROPERTY or any part thereof is not the subject matter of any civil suit, criminal complaints / case or any other action or proceeding in any court or forum, except that one Mrs. Draupadi +6Kholkar (since deceased through her Legal Representatives) has filed a Tenancy Case in respect of the Said Property and that the same is at present pending consideration before Court of Principal of District Judge, Panaji.

h) That there is / are no mundkar/s or tenant/s or agricultural tenant/s or any other type of encumbrance on the SAID PROPERTY and or on any part thereof and the case filed by heirs of Mrs. Draupadi Kholkar is false and that said Mrs. Draupadi Kholkar has no claim of whatsoever nature to the Said Property nor at any point of time the Said Property was ever occupied or cultivated by said Mrs. Draupadi Kholkar;

i) that there exists no way, public or private, passing through the SAID PROPERTY;

j) That they have not agreed, committed or contracted or entered into any agreement for sale / construction / development / sale Deed or lease or any other Agreement

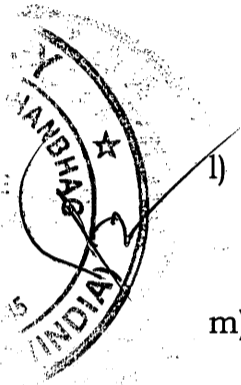
  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser

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whether oral or in writing, with any third party or third parties in respect of the SAID PROPERTY;

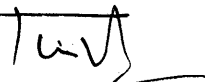
- k) That except the Said Property being kept as Collateral Security with consortium of State Bank of India, Union Bank of India & Punjab National Bank Bank, they have not obtained any financial assistance from any bank or other financial institutions nor have created any charge and or encumbered the SAID PROPERTY or any part thereof, in any manner whatsoever.

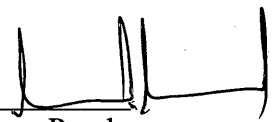


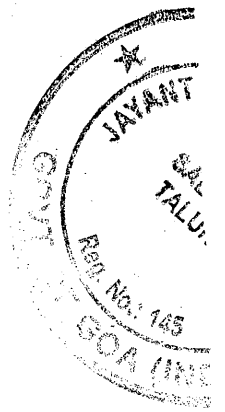
- l) that there are no encroachments in the Said Property from any of its boundaries;

- m) That in case at any time in future, if any objection is raised to the present transaction or the present transaction is challenged in any court of law, by any party claiming violation of any of their co-ownership right or as having any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law or any other mode, in the SAID PROPERTY, the OWNER-CUM-VENDOR, shall be fully liable and responsible to settle any such share, right, interest, claim of the third party, if any, in the SAID PROPERTY;

- n) Notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the OWNER-CUM-VENDOR or by any of their predecessors in title or any person claiming under or through the OWNER-CUM-VENDOR, the OWNER-CUM-VENDOR had at all material times heretofore and now have a good right, full power, absolute authority and indefeasible

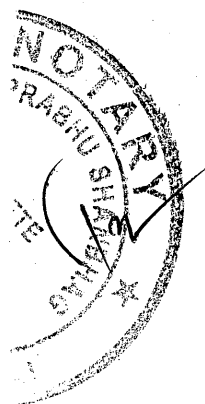
Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser



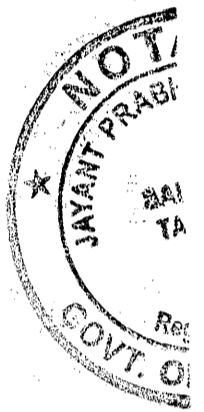
title to develop the SAID PROPERTY or have the SAID PROEPRTY developed through any other party;

- o) That the SAID PROPERTY falls partly in commercial zone and partly in Orchard Zone;
- p) that they the OWNER-CUM- VENDOR, at their own cost and expense, within six months from the date of this agreement and in any case within ninth month from the date of this agreement, shall get released the Said Property from the charge of the consortium of State Bank of India, Union Bank of India & Punjab National Bank Bank and shall furnish release letter issued by the said bank;
- q) that they the OWNER-CUM- VENDOR, at their own cost and expense, shall settle as early as possible and within six months from the date of this agreement and in any case within ninth month from the date of this agreement, the claims of heirs of Mrs. Draupadi Kholkar in Tenancy Case No. 2/2014 through settlement in Court or outside court settlement and furnish final order of settlement or order of withdrawal of appeal by the said person claiming tenancy and declaration of no claim to the Said Property; (the understanding herein to settle shall not amount to admission of the claims of heirs of Mrs. Draupadi Kholkar. The OWNER-CUM-VENDOR have a strong case as against the heirs of said Mrs. Draupadi Kholkar and they do not admit any right or claim of whatsoever nature alleged by heirs of said Mrs. Draupadi Kholkar, however, they shall settle the claims of heirs of said Mrs. Draupadi Kholkar in



Mr. Tuivh  
Owner-Cum-Vendor

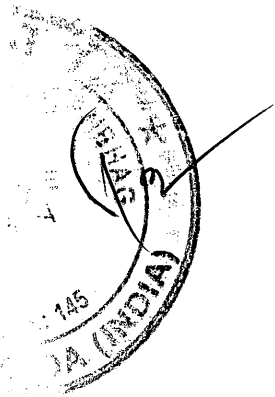
Mr. [Signature]  
Developer-Cum-Purchaser

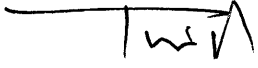




order to buy peace of mind and in order that the development in the present agreement is not hampered)

- r) that in case the OWNER-CUM-VENDOR fails to comply with their obligations arising from para p) and q) above within six months from today, the extension of time by three months shall automatically stand granted. The OWNER-CUM-VENDOR shall be liable to pay unto the DEVELOPER-CUM-PURCHASER a simple interest @ 1.25% p.m. at the end of each month of the extended period after ninth month, on the refundable amount deposited by the DEVELOPER-CUM-PURCHASER. Where the OWNER-CUM-VENDOR fails to discharge their aforesaid obligation under clause p) & q) within the further extended time of three months, in such case the DEVELOPER-CUM-PURCHASER at its discretion may either extend the time further, by three months, to comply with the obligations or rescind the present agreement at the end of the 12<sup>th</sup> month from today; and in case of extension of time after the end of 12<sup>th</sup> month, the OWNER-CUM-VENDOR undertakes to pay to the DEVELOPER-CUM-PURCHASER at the end of each month of extended period, simple interest @ 2% p.m. for any extension after 12<sup>th</sup> month on the refundable amount deposited by the DEVELOPER-CUM-PURCHASER or in case where the present agreement is rescinded, the OWNER-CUM-VENDOR undertakes to refund, within 60 days of such recession of the agreement, entire Security Deposit received by it from the DEVELOPER-CUM-PURCHASER under this agreement with simple interest @ 2% p.m. from the date of deposit till



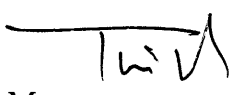
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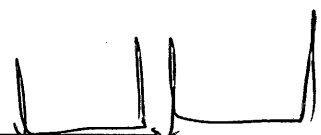
Mr.   
Developer-Cum-Purchaser

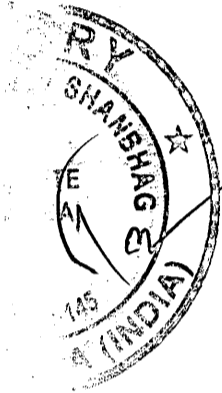
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refund and further to reimburse the DEVELOPER-CUM-PURCHASER for all cost and expenses incurred by the DEVELOPER-CUM-PURCHASER till such time which costs and expense shall not be limited to stamp duty, registration fees, architect fees, engineer fees, legal fees but shall also include all cost and expenses incurred for the proposed development and till such time of rescinding of the present agreement and if the DEVELOPER-CUM-PURCHASER has already commenced with the development in the Said Property, apart from the liability to reimburse the Development Cost (Development Cost defined later), the VENDOR-CUM-OWNER shall be liable to pay 20% of the Development Cost as damages. The Conversion Fees paid by the DEVELOPER-CUM-PURCHASER but deducted from the Security Deposit shall be considered as received by the OWNER-CUM-VENDOR. The option of extension after ninth month or the option of termination, vests solely with the DEVELOPER-CUM-PURCHASER.

- s) that in case the amount paid by the OWNER-CUM-VENDOR (Rs. 61,39,000/-) towards infrastructure tax stands adjusted in the infrastructure tax that shall be payable by the DEVELOPER-CUM-PURCHASER to the Government, the same shall be refunded by the DEVELOPER-CUM-PURCHASER to the OWNER-CUM-VENDOR to the extent adjusted by the Government;
- t) that all the costs and expenses towards obtaining of Conversion Sanad shall be borne and paid by the OWNER-CUM-VENDOR and shall not be entitled for reimbursement

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser

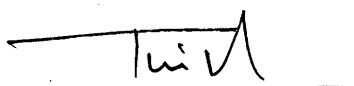



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and if paid by the DEVELOPER-CUM-PURCHASER on behalf of the OWNER-CUM-VENDOR the same shall be deducted from the second installment of Security Deposit;

- u) that the DEVELOPER-CUM-PURCHASER at the time of execution of this agreement shall deposit with the OWNER-CUM-VENDOR, an interest free non-deductible but refundable deposit of Rs. 6,00,00,000/- (Rupees Six Crores Only) and another interest free non-deductible but refundable deposit of Rs. 4,00,00,000/- (Rupees Four Crores Only) within one month of grant of Construction License with Environment Clearance and if the cost and expense of the Conversion Sanad is borne and paid by the SECOND PARTY, the same shall be deducted from the second deposit of Rs. 4,00,00,000/-. The Security Deposit is deductible only in the agreed situation as agreed in this agreement. However, deposit of Rs. 4,00,00,000/- will be payable to the OWNER-CUM-VENDOR only after compliance of obligations as defined in Clause (p) & (q) of the recital clause.

**AND WHEREAS** relying upon the representations, declarations, undertakings and assurances made/given by the OWNER-CUM-VENDOR and subject to the OWNER-CUM-VENDOR strictly complying with its obligations arising from clause p) above, the DEVELOPER-CUM-PURCHASER has agreed to develop, at its own cost and expense, the SAID PROPERTY using the maximum permissible/possible FAR of the SAID PROPERTY, inter alia by undertaking construction of:

  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser

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**PROJECT A**

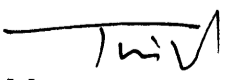
Consisting of different blocks of residential and or commercial premises of such area and of such nature as may be agreed by and between the parties from time to time with amenities of swimming pool, club house Land scaping and gym (hereinafter referred to as "PROJECT A")

**PROJECT B**

An exclusive hotel project or service apartments/Residential Apartments consisting of such premises of such description and amenities as shall be exclusively decided by the DEVELOPER-CUM- PURCHASER (hereinafter referred to as "PROJECT B"). However, if DEVELOPER-CUM-PURCHASER plan for any Commercial Project in Project B than in such case the DEVELOPER-CUM- PURCHASER shall share the Commercial Area with the OWNER-CUM-VENDOR in proportion to his defined share of the total Commercial Area to be developed in Project A & Project B.

both projects after obtaining necessary permissions and approvals from all concerned authorities.

**AND WHEREAS** the DEVELOPER-CUM-PURCHASER has put forth the proposal to the OWNER-CUM-VENDOR, that in lieu of payment of the consideration of the SAID PROPERTY in monetary terms and in lieu of the OWNER-CUM-VENDOR permitting the DEVELOPER-CUM-PURCHASER the development of the SAID PROPERTY as exclusive developer, the OWNER-CUM-VENDOR shall be entitled to 41% of the total super built up area of the PROJECT A and PROJECT B, which shall be allotted to the OWNER-CUM-VENDOR by allotting area in the

  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser





construction (inclusive 41% of the parking slots) that shall be raised/constructed in the PROJECT A of the Said Property while the balance super built up area of the construction (inclusive 59% of the parking slots) (equivalent to 59% of the super super built up area of PROJECT A and PROJECT B) that shall be raised/constructed in the PROJECT A/the entire Project B shall be retained and owned by the DEVELOPER-CUM- PURCHASER.

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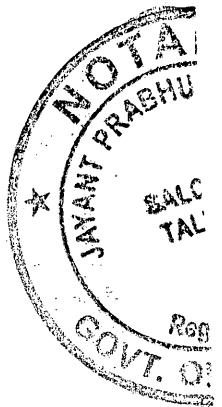
The 41% of super built up area to be allotted and to be owned by the OWNER-CUM-VENDOR is hereinafter referred to as "**OWNER'S DEVELOPMENT POTENTIAL**" while the balance 59% of super built up area of the construction that shall be raised in the Said Property to be retained and owned by the DEVELOPER-CUM- PURCHASER is hereinafter referred to as "**DEVELOPER'S DEVELOPMENT POTENTIAL**". The PROJECT A and PROJECT B to be constructed in the Said Property is hereinafter taken together is referred to as "SAID PROJECT".

**AND WHEREAS** the OWNER-CUM-VENDOR has accepted the offer of the DEVELOPER-CUM-PURCHASER as provided in the preceding clause and in pursuant to the understanding arrived at by and between the parties hereto, the OWNER-CUM-VENDOR hereby agrees to permit the DEVELOPER-CUM-PURCHASER to develop the SAID PROPERTY more particularly described in the SCHEDULE C by constructing the SAID PROJECT, for the consideration payable by the DEVELOPER-CUM-PURCHASER in kind by allotting OWNER'S DEVELOPMENT POTENTIALS.

**AND WHEREAS** the parties hereto have arrived at certain mutually agreed terms and conditions that shall govern their contractual relation

Mr. TWV  
Owner-Cum-Vendor

Mr. [Signature]  
Developer-Cum-Purchaser



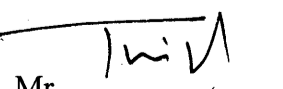
to each other and have decided to reduce the same into writing and thus executes the present agreement.

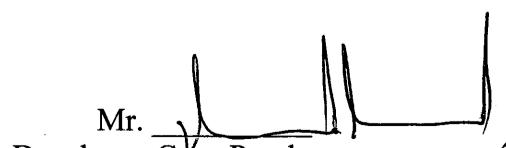
**NOW THEREFORE THIS AGREEMENT OF JOINT DEVELOPMENT OF THE SAID PROPERTY WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. GRANT**

1.1. In consideration of the covenants of the DEVELOPER-CUM-PURCHASER to be paid, performed and observed by the SECOND PARTY, the OWNER-CUM-VENDOR nominates, constitutes and appoints the DEVELOPER-CUM-PURCHASER as the exclusive Developers and grants exclusive right and entitlement to develop the SAID PROPERTY described in the SCHEDULE C, to be developed at the own cost and expense of the DEVELOPER-CUM-PURCHASER, by constructing the SAID PROJECT thereon by optimum exploitation of, as per the plans/specifications to be approved and/or sanctioned by the City Corporation of Panaji and the other concerned authorities under the Planning and Development Authority or as per the plans which may be revised from time to time by the DEVELOPER-CUM-PURCHASER.

1.2 The OWNER-CUM- VENDOR has allots, entrusts and assigns the SAID PROPERTY described in the SCHEDULE C herein below written to the DEVELOPER-CUM- PURCHASER and to have the SAID PROPERTY developed by constructing SAID PROJECT and in lieu of the OWNER-CUM- VENDOR, allotting, entrusting and assigning the SAID PROPERTY, with all the rights to develop the SAID PROPERTY by constructing thereon the SAID PROJECT and agreeing to sell and convey to the DEVELOPER-CUM-PURCHASER or its nominee, the DEVELOPER'S

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser



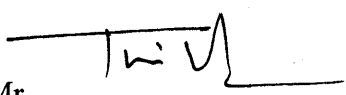
DEVELOPMENT POTENTIAL along with the proportionate share in the land appurtenant thereto, the DEVELOPER-CUM- PURCHASER has agreed to Develop the SAID PROPERTY described in the SCHEDULE C herein below written, for the agreed consideration payable by the DEVELOPER-CUM-PURCHASER to the OWNERS-CUM-VENDORS in kind, by allotting OWNER'S DEVELOPMENT POTENTIAL.

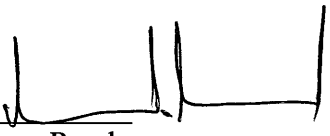
## 2. SECURITY DEPOSIT AND PROJECT COST

2.1 In consideration of the OWNER-CUM-VENDOR granting development rights of the Said Property by utilization of the Said Development Potential being in such manner as is set out herein, the DEVELOPER-CUM- PURCHASER undertakes to:

- (i) deposit with the OWNER-CUM- VENDOR, an interest free non-deductible but refundable security deposit of Rs. 6,00,00,000/- (Rupees Six Crores Only) at the time of registration of the Joint Development Agreement in the following manner :

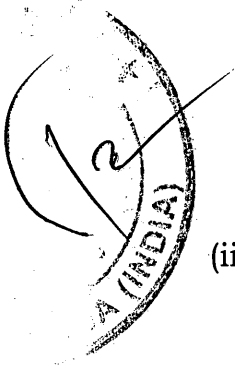
Date	Cheque No.	Bank Detail	Amount in INR
20/08/2018	189871	Axis Bank Ltd Tonk Road, Jaipur	50,00,000/-
20/08/2018	189872	Axis Bank Ltd Tonk Road, Jaipur	45,00,000/-
20/08/2018	189873	Axis Bank Ltd Tonk Road, Jaipur	55,00,000/-
20/08/2018	189874	Axis Bank Ltd Tonk Road, Jaipur	50,00,000/-
20/08/2018	189875	Axis Bank Ltd Tonk Road, Jaipur	45,00,000/-
20/08/2018	189876	Axis Bank Ltd Tonk Road, Jaipur	55,00,000/-

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser



20/08/2018	189877	Axis Bank Ltd Tonk Road, Jaipur	50,00,000/-
20/08/2018	189878	Axis Bank Ltd Tonk Road, Jaipur	45,00,000/-
20/08/2018	189879	Axis Bank Ltd Tonk Road, Jaipur	55,00,000/-
20/08/2018	189880	Axis Bank Ltd Tonk Road, Jaipur	50,00,000/-
20/08/2018	189881	Axis Bank Ltd Tonk Road, Jaipur	45,00,000/-
20/08/2018	189882	Axis Bank Ltd Tonk Road, Jaipur	55,00,000/-
Total			<b>6,00,00,000/-</b>



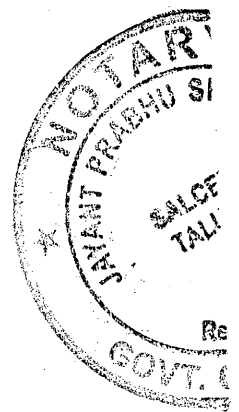
(ii)

Balance deposit with the OWNER-CUM-VENDOR, an interest free non-deductible but refundable security deposit of Rs. 4,00,00,000/- (Rupees Four Crores Only) within one month of grant of Construction Licence in respect of the Said Property. Where, however, the cost and expense of the conversion sanad of the Said property is borne and paid by the DEVELOPER-CUM-PURCHASER, such cost and expense in toto shall be deducted from the said sum of Rs. 4,00,00,000/- and however, the balance shall be deposited with the OWNER-CUM- VENDOR only after compliance of obligations as defined in Clause (p) & (q) of the recital clause.;

(The entire amount of Rs. 10,00,00,000/- mentioned above shall be refunded (adjustable in case of clause 10.4 contained herein later), to the DEVELOPER-CUM-PURCHASER, at the time of handing over of entire Project -A to OWNER-CUM-VENDER (completion defined) or in case the

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Owner-Cum-Vendor

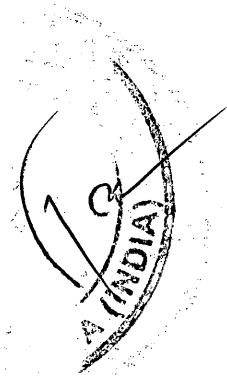
Mr. [Signature]  
Developer-Cum-Purchaser





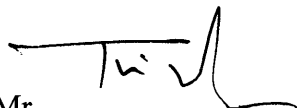
present agreement is terminated or frustrated (clause 10), within 60 days of termination/frustration. In no case and under no circumstances, the said deposits shall be forfeited by the OWNER-CUM-VENDOR and is always a refundable deposit, subject to clause 10.4)

- (iii) bear and pay the entire Project Cost (defined herein later) including development and construction cost required to be incurred for exploitation of the said Development Potential including for construction of the Premises to be constructed by utilization of "Owner's Development Potential" as well as the "Developer's Development Potential" and complete the Said Project.



2.2 The term "Project Cost" shall mean the entire cost of the Project which shall include the following:-

- a) All costs of approvals for the purpose of development of the SAID PROPERTY excluding charges for conversion sanad or charges for change of zone;
- b) All premium and other refundable and non-refundable deposits to the City Corporation of Panaji, civic authorities, and all other authorities, including infrastructure tax, cost/premium for free of FAR areas for achieving maximum possible free of FAR areas sanctioned in the Project and all other fee, levy, charges, etc required to be paid for the entire FAR of the Said Property and approval of the plans of the said Project;
- c) Cost towards municipal taxes and all other land related outgoings till the date of Completion (defined below)

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser

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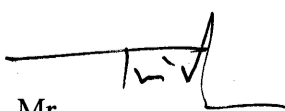
- d) Cost of excavation of the Said Property;
- e) Cost of construction and all other costs and expenses incidental thereto;
- f) Cost of all professionals of the Project including the architects, RCC consultants, landscaping experts, advocates, solicitors, any other consultants/advisors, etc;


2.3. Any costs and expenses that the DEVELOPER-CUM- PURCHASER has to expend for reasons attributable to the OWNER-CUM-VENDOR, shall be borne and paid by the OWNER-CUM-VENDOR, such as legal expense incurred to file/defend any litigation/s in respect of the said property.

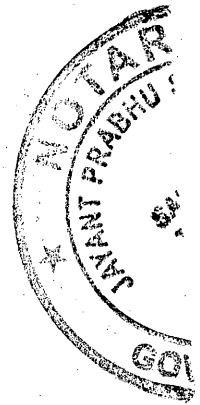
**3. Ownership of the premises:**

3.1. Once the construction plans of the PROJECT A are approved by the City Corporation of Panaji and in any case within two months of such approval, the OWNER-CUM-VENDOR and DEVELOPER-CUM-PURCHASER hereto shall divide the entire premises including the parking slots to be constructed in the PROJECT A in the ratio of 41:59. The distribution of the said premises shall be made mutually by adopting norms of reasonable, equitable and fair distribution like floor wise distribution, location wise distribution and commanding view wise distribution. However, as the entire Project B shall be owned and retained by the DEVELOPER-CUM-PURCHASER, the OWNER-CUM-VENDOR shall not have any share or say in the PROJECT B.

The premises that shall be allotted to the OWNER-CUM-VENDOR in pursuance to above distribution are hereinafter referred to as "OWNER'S PREMISES" and the premises that shall

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser



be allotted to the DEVELOPER-CUM- PURCHASER and or the entire PROJECT B, is hereinafter referred to as "DEVELOPER'S PREMISES"

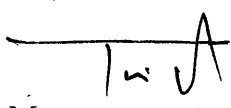
3.2. The OWNER'S PREMISES shall be owned by the OWNER-CUM-VENDOR, which shall be of such specification as provided in the SCHEDULE D hereunder written and shall belong to the ownership of the OWNER-CUM-VENDOR along with the proportionate undivided share of land in the PROJECT A of the SAID PROPERTY corresponding to the OWNER'S PREMISES.




3.3. The OWNER-CUM-VENDOR agrees that as the DEVELOPER'S PREMISES shall be constructed by the DEVELOPER-CUM-PURCHASER at its own cost and expenses, it shall become the absolute owner of the DEVELOPER'S PREMISES automatically and no separate deed shall be required to be executed to transfer the ownership/title of the DEVELOPER'S PREMISES, except to convey the undivided proportionate share in the SAID PROPERTY corresponding to the DEVELOPER'S PREMISES. The OWNER-CUM-VENDOR undertakes to convey the title of the undivided proportionate share in the land appurtenant to the DEVELOPER'S PREMISES upon completion and handing over of the DEVELOPER'S PREMISES.

**4. Decision Making**

All decisions in respect of the Said Project shall be taken by the DEVELOPER-CUM-PURCHASER except the following in respect of PROJECT A only in respect of which decision has already been taken or shall be taken in future from time to time with the

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser

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consent of the OWNER-CUM-VENDOR to be first obtained by the DEVELOPER-CUM- PURCHASER:-

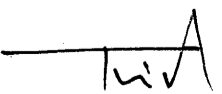
- (a) product planning; composition of the premises (such as number of residential premises and number of commercial premises);
- (b) any change in the specifications as are set out in SCHEDULE D; and
- (c) any change in area/location of the OWNER'S PREMISES.


**5. Authorizations to the Developer-Cum-Purchaser:**

5.1 The OWNER-CUM-VENDOR hereby grants access to the DEVELOPER-CUM-PURCHASER to enter upon the SAID PROPERTY and to carry on the work of development, cleaning and clearing of the Said Property as well as the work of the construction of the Said Project in the Said Property. The possession of the Said Property shall remain with the OWNER-CUM-VENDOR till completion of the project A.

5.2 The DEVELOPER-CUM-PURCHASER is hereby authorized to make necessary application and obtain at its cost and expense, electricity connection, water connections from the competent authorities in the Said Property to facilitate the carrying out the work of development and construction thereon.

5.3 The DEVELOPER-CUM-PURCHASER shall be entitled to sign all such applications, papers as are reasonably and legally necessary and required for the development of the Said Property, for approval of plans, obtaining all other sanctions, approvals, occupation certificate and building completion certificate; and construction of

  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser





said project thereon. Further, the OWNER-CUM-VENDOR agrees that they shall sign, execute and verify all applications, forms and documents or papers of any description including drawings, plans, letters and forms as may be necessary to be signed and filed before the proper authorities.

5.4 The DEVELOPER-CUM-PURCHASER shall be entitled to obtain refund of all refundable deposits from all concerned authorities and in the event that any such refund is received by the OWNER-CUM-VENDOR, the same shall be made over to the DEVELOPER-CUM-PURCHASER without delay or demur.

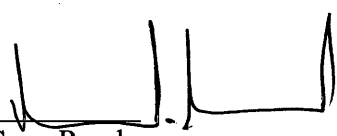
**6. Representations, warranties, declarations, covenants and obligations of the Owner-Cum-Vendor**

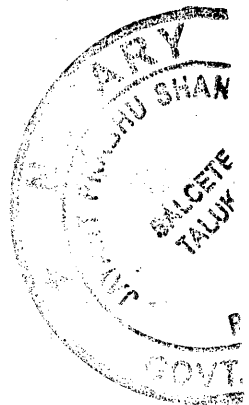
6.1 The OWNER-CUM-VENDOR repeats and reiterates the representations and declarations set out in the recital first appearing hereinabove including the obligations undertaken in clause p and p thereof.

6.2 The OWNER-CUM-VENDOR shall maintain clear and marketable title of the Said Property during the entire tenure of this agreement.

6.3 The Said Property is free from any development plan reservation, acquisition, requisition, attachment, notice, lis pendens (except as mentioned in recital clause), any proceedings under the Income Tax Act, 1961, right of way, charge, encumbrance, any other third party right or claim of whatsoever nature; and the OWNER-CUM-VENDOR is exclusive owner in possession of the Said Property and the same shall be thus maintained during the tenure of this Agreement.

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser



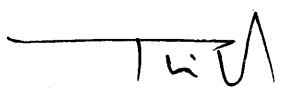
6.4. The OWNER-CUM-VENDOR has not done any advance sale of any stock/premises in the Property and undertakes not to do so until such time as the same is distributed physically as agreed in clause 3.1 above.


6.5. The OWNER-CUM-VENDOR shall pay and keep paid and discharged all taxes, levies and other outgoings in respect of Said Property till the date of execution of this Agreement. In the event that any demand is received in respect of Property from any authority whatsoever after the execution of this Agreement but pertains to the period prior thereto, the same shall be forthwith discharged by the OWNER-CUM- VENDOR.

6.6 The OWNER-CUM-VENDOR at no point of time shall obstruct/block the DEVELOPER-CUM- PURCHASER, its representatives, agents, employees, servants and their vehicles from having free access to the Said Property.

6.7 During the subsistence of this Agreement and till completion of PROJECT A and PROJECT B, the DEVELOPER-CUM-PURCHASER shall be freely allowed to enter and remain along with equipments, contractors, employees and workers of the DEVELOPER-CUM-PURCHASER for the purpose of implementation of the Project and the OWNER-CUM-VENDOR shall neither obstruct the DEVELOPER-CUM- PURCHASER nor interfere with the proposed construction or any part of the construction to be built by the DEVELOPER-CUM- PURCHASER in the Said Property.

6.8 In case the work of the Project is stopped or hindered/obstructed by any third party due to any reason attributable to the OWNER-CUM-VENDOR or otherwise, the OWNER-CUM-VENDOR shall

  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser

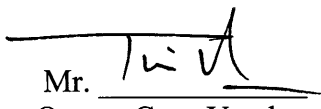


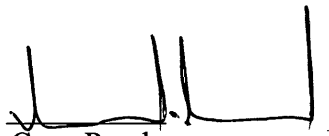
stand by and support the DEVELOPER-CUM- PURCHASER in the matter of all such claims arising there from.

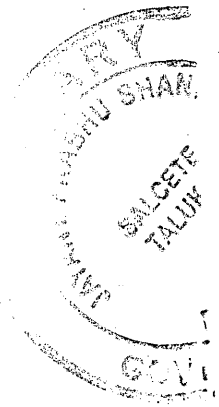
6.9 The OWNER-CUM-VENDOR shall during the tenure of this Agreement desist from doing anything which may be inconsistent with the terms of this Agreement. The OWNER-CUM-VENDOR shall likewise do all such things as may be required to be done for the purpose of carrying out the terms of this Agreement.

6.10. The OWNER-CUM-VENDOR with intention to bind themselves as also to bring all persons into whosoever's hands the OWNER'S PREMISES may come, hereby covenants with the DEVELOPER-CUM-PURCHASER as follows:

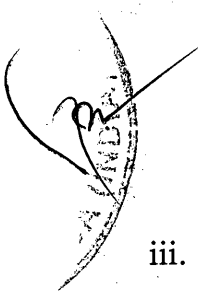
- i. To maintain the OWNER'S PREMISES at the their own cost in good and tenantable repair and condition from the date hereof and shall not do or suffer to be done anything in or to the Said Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the complex in which the OWNER'S PREMISES are situated and the OWNER'S PREMISES itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the OWNER'S PREMISES any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Complex or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage any other structure / landscape elements of the Said Complex, including entrances of the complex and in case any damage is caused to

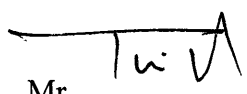
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Owner-Cum-Vendor

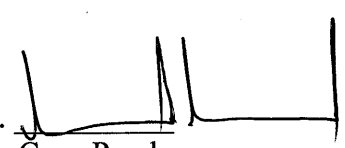
Mr.   
Developer-Cum-Purchaser



the complex on account of negligence or otherwise or for default of the OWNER-CUM-VENDOR in this behalf, the OWNER-CUM-VENDOR shall be liable for the consequences of the breach. The elevator in the complex shall be for human use only and no heavy items/furniture shall be transported through the elevator.

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- iii. To carry out at their own cost all internal maintenance repairs to the OWNER'S PREMISES and maintain the OWNER'S PREMISES in the same condition, state and order in which it was delivered by the DEVELOPER-CUM-PURCHASER to the OWNER-CUM-VENDOR.
- iv. Not to demolish or cause to be demolished the OWNER'S PREMISES or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the OWNER'S PREMISES or any part thereof, nor any alteration in the elevation and outside color scheme of the OWNER'S PREMISES and shall keep the portion, sewers, drains and pipes in the OWNER'S PREMISES and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said building complex and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the OWNER'S PREMISES without the prior written permission of the DEVELOPER-CUM-PURCHASER and/or the Society and/or local authority.

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Owner-Cum-Vendor

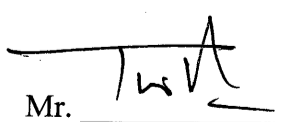
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- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the OWNER'S PREMISES and the Complex or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the OWNER'S PREMISES in the compound or any portion of the Said Project.
- vii. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the OWNER'S PREMISES by the OWNER-CUM-VENDOR to any purposes other than for purpose for which it is constructed.
- viii. The OWNER-CUM-VENDOR shall observe and perform all the rules and regulations which the Society or any other Entity or association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Said Building Complex and the OWNER'S PREMISES and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The OWNER-CUM-VENDOR shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Entity/association regarding the occupation and use of the OWNER'S PREMISES in the Said Building Complex and shall pay and contribute regularly and punctually towards the



Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser

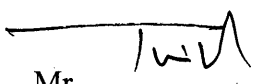
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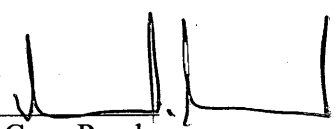
taxes, expenses or other out-goings in accordance with the terms of this Agreement.

ix. The OWNER-CUM-VENDOR shall permit, at all time, the DEVELOPER-CUM-PURCHASER and or Society/Limited Company/Entity/association and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the OWNER'S PREMISES or any part thereof to view and examine the state and condition thereof and may recommend necessary repairs / maintenance to be carried out to the OWNER'S PREMISES to protect the interest of the neighboring premises and such recommendations shall be carried out by the OWNERS-CUM-VENDORS forthwith at its own cost and expense.

x. That OWNER-CUM-VENDOR shall agree with the owners of the remaining premises in the PROJECT A to co-operate in matters of common interest of the owners of the premises such as landscaping, common lighting, sewage, drainage, external painting of the complex and/or any other structural maintenance required to be done and to contribute proportionately towards such maintenance expenses incurred, as per the area allotted to the OWNER-CUM-VENDORS.

xi. The OWNER-CUM-VENDOR agrees and shall join the Society/Limited Company/Entity/association by paying necessary transfer fees and shall contribute and pay every month/yearly as decided by the said Society/Limited Company/Entity/association proportionate expenses, towards the security, sweeper, gardener, common electricity charges, including the replacement of the common fused bulbs and

  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser

NOTARY  
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other fixtures, water charges and common expenses towards the maintenance of the Said Building Complex and such contributions shall be proportionate to the area allotted to the OWNER-CUM-VENDOR.

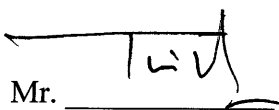
xii. The OWNER-CUM-VENDOR agrees to abide by the rules specified by the DEVELOPER-CUM-PURCHASER to not install or erect any Box-type Grills or any other design other than as specified by the DEVELOPER-CUM-PURCHASER during possession and maintain the uniformity of the elevation.


xiii. The OWNER-CUM-VENDOR agrees that no mobile tower shall be erected above the OWNER'S PREMISES or at any other part of the complex, which could be hazardous to general public or which is objectionable to other co-occupants.

xiv. The OWNER-CUM-VENDOR agrees to install the external units of the Air Conditioners only in the place as specified by the DEVELOPER-CUM-PURCHASER and shall take care to see that the water from the Air Conditioner does not drip on the walls of the complex.

xv. The OWNER-CUM-VENDOR agrees to adhere to The Goa Land Development and Building Construction Regulations and abstain from erecting or installing any temporary or permanent structure made up of M.S. structure with G.I. sheets/any other roofing material in the setback or the terrace roof.

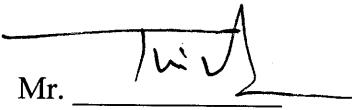
xvi. The OWNER-CUM-VENDOR agrees to not make any changes to the electrical lighting of the external façade. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the DEVELOPER-CUM-PURCHASER.

Mr.   
Owner-Cum-Vendor

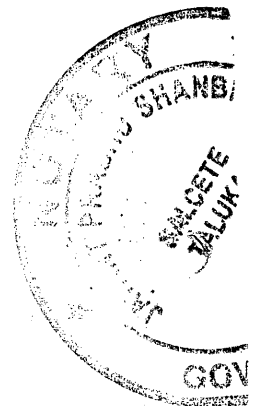
Mr.   
Developer-Cum-Purchaser



- xvii. The OWNER-CUM-VENDORS agree to not make any changes to the landscaping work for any purposes. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the DEVELOPER-CUM-PURCHASER.
- xviii. The OWNER-CUM-VENDOR agree to leave the backyard space/setback area open to sky at all times without erecting any temporary/permanent shade or structure of any kind.
- xix. In case any infrastructure tax or any other tax, line minimum charges, transformer charges, its installation cost etc. is paid or payable in respect of the OWNER'S PREMISES, the OWNER-CUM-VENDOR undertake to pay unto the DEVELOPER-CUM-PURCHASER upon receipt of the same from purchasers of the Owner's Premises (where third party agreement of OWNER'S PREMISES or part thereof are entered into before delivery of possession by the DEVELOPER-CUM-PURCHASER) or the OWNER-CUM-VENDOR shall pay the above charges to DEVELOPER-CUM-PURCHASER within 3 months from the date of handover of OWNER'S PREMISES (in respect of the OWNER'S PREMISES not agreed to be sold to third party by such time).
- xxi. The OWNER-CUM-VENDOR shall not fix grills to the balcony/balconies of their premises without first approving its design from the DEVELOPER-CUM-PURCHASER and or society, which design should be in uniformity with the grills approved by the DEVELOPER-CUM-PURCHASER/Society/Limited/Company/ Entity/association for other residents.

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser





xxii. No double parking shall be allowed in the allotted parking space.

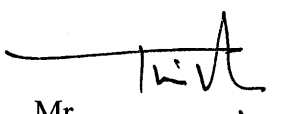
xxiii. No feeding to pigeons or stray animals in and around the said project.

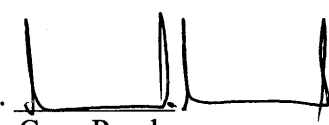
6.11. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein above and below and the obligations arising hereunder in respect of the OWNERS PREMISES shall equally be applicable to and enforceable against any subsequent allottees/purchasers of the OWNERS PREMISES, in case of a transfer, as the said obligations go along with the OWNERS PREMISES for all intents and purposes.

6.12 The SAID PROPERTY may be developed in phases at the discretion of the DEVELOPER-CUM-PURCHASER and the OWNER-CUM-VENDOR undertakes to co-operate and not create any obstructions or hindrance to the phased development on any ground whatsoever, wherein the development may even continue after delivery of OWNER'S PREMISES.

**7. Representations, warranties, declarations, covenants and obligations of the Developer-Cum- Purchaser**

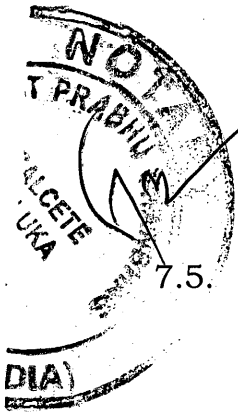
7.1 The DEVELOPER-CUM- PURCHASER repeats and reiterates the representations and declarations set out in the recital first appearing hereinabove as also that all the obligations undertaken as regards OWNER'S PREMISES and detailed out in clause 6.10 and 6.11 above shall be applicable to the DEVELOPER'S PREMISES.

  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser



- 7.2 The DEVELOPER-CUM-PURCHASER shall bear and pay the entire Project Cost defined herein in such a manner as is set out herein.
- 7.3. The DEVELOPER-CUM-PURCHASER shall be solely responsible to obtain, at its cost, all approvals including approval of plans, tree cutting approvals, environmental clearance, CRZ clearance, if required and all other approvals by whatever name called.
- 7.4. The DEVELOPER-CUM-PURCHASER shall undertake construction work strictly as per the approved plans/revised plans and other approvals obtained by it. The approval and revision of the plan of DEVELOPER'S PREMISES shall be at the exclusive discretion of the DEVELOPER-CUM-PURCHASER and the OWNER-CUM-VENDOR shall not interfere.
- 7.5. The DEVELOPER-CUM- PURCHASER shall not be entitled to assign the rights and obligations of the PROJECT A of this Agreement to any third Party without prior written consent of the OWNER-CUM- VENDOR. However, the DEVELOPER-CUM-PURCHASER may enter into commitments and agreements with third party as regards DEVELOPER'S PREMSIES without the consent of or joining the OWNER-CUM-VENDOR and all such agreements shall be binding on the OWNER-CUM-VENDOR without any liability except obligation to transfer the title of undivided proportionate share in the land.
- 7.6. The DEVELOPER-CUM- PURCHASER shall during the tenure of this Agreement desist from doing anything which may be inconsistent with the terms of this Agreement. The DEVELOPER-CUM-PURCHASER shall likewise do all such things as may be required to be done for the purpose of carrying out the terms of this Agreement.



Mr. T. Prabu  
Owner-Cum-Vendor

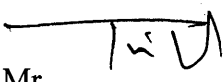
Mr. [Signature]  
Developer-Cum-Purchaser

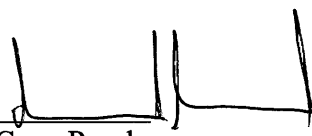


## 8. Commencement and Period of Completion

8.1 Subject to the OWNER-CUM-VENDOR complying with its obligation as arising from Clause p) & q) of the recital clause of this agreement, the DEVELOPER-CUM-PURCHASER shall commence construction of PROJECT A within six months from the date of OWNER-CUM-VENDOR complying its obligation under Clause p) & q) of the recital clause or within six months of obtaining Construction License, whichever is later. As the PROJECT B shall belong exclusively to the DEVELOPER-CUM-PURCHASER, if the Project B include only Hotel/Service Apartment/Residential Apartment, the date of commencement and completion is subject to absolute discretion of the DEVELOPER-CUM-PURCHASER.

The Construction License shall be applied immediately upon receipt of Development Permission Planning and Development Authority. Development Permission shall be applied within three months of the finalization of MAP by both the parties. The OWNER-CUM-VENDER acknowledge that the grant of permission/licences/approval of plans is subject to procedural formalities and might take more time then expected, yet the DEEVLOEPR-CUM-PURCHASER, shall make best endeavor to comply with all procedural formalities from their side and shall make best efforts to obtain permission/licences/approvals within reasonable time period from the date of application. If there is an inordinate delay in getting Development Permission and or obtaining of permission/licences/approvals then in such case both the Parties may mutually discuss together to resolve the issue.

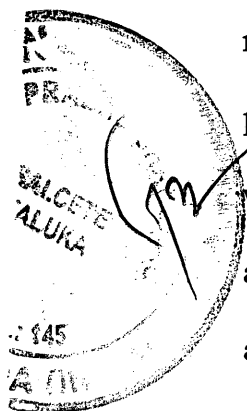
Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser



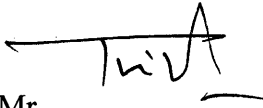


8.2. Subject to Force Majeure and subject to clause 10.1), the DEVELOPER-CUM-PURCHASER shall complete the Project A in all respects as aforesaid within a period of four years from the date of obtaining construction license from the City Corporation of Panjim and obtaining of Environmental Clearance Certificate. Provided that the parties may decide to extend the period of Completion by mutual agreement in view of the market conditions which may prevail from time to time. Further provided, that any period of time which may reasonably be lost due to Force Majeure conditions or any time lost before Arbitrator due to reasons of any dispute arising between the parties hereto shall also be excluded for the purpose of computation of the period of Completion.



8.3. The term "Force Majeure" shall mean the following:-

- a) Non availability of construction material;
- b) Any injunction or any such other order of the court or circular or notification issued by government as may temporarily disrupt the Project; and
- c) Any other factor disrupting the Project due to any change in law, general law and order position, strike, or any other
- d) War, armed rebellion, civil disturbance or natural calamity, agitation by locals/organizations etc. due to which construction work could not be completed;
- e) Any notice, order, rules, notification of the Government and/or any other public or competent authority and/or any judicial authority;
- f) Delay on the part of Government/Statutory Authority in issuing Occupancy Certificate and or Completion Certificate

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser



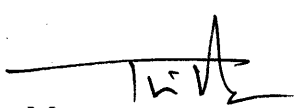


and or releasing water and or electric supply in case the PROJECT A is completed in all respect;

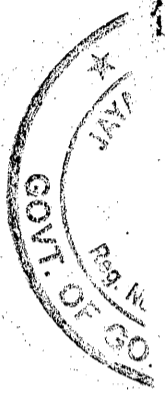
- g) Alteration required in the premises by the OWNER-CUM-VENDOR or purchaser of OWNER'S PREMISES and DEVELOPER'S PREMISES;
- h) For any other reasons beyond the control the OWNER-CUM-VENDOR.

**9. Other mutual covenants of the Parties**

9.1. After obtaining License from the Government Authority but before the Commencement of Construction, both the parties shall make a division/distribution of entire premises including parking slots to be constructed in the Project A and Project B (if its involved Commercial Premises) in their respective agreed ratio and shall also agree to execute Power of Attorney in favour of each other for Agreement to Sale/Sale Deed of their respective allotted premises Both of the parties shall execute the agreement for sale/construction and sale/sale deed/s and all other deeds and documents in relation to sale of the respective premises in the Said Project, either in favour of the OWNER-CUM-VENDOR/DEVELOPER-CUM-PURCHASER or their respective nominee/s, including allotment letters, NOC for raising of loan by any buyer for purchase of the premises, registration of documents, etc. The OWNER-CUM-DEVELOPER shall transfer the undivided proportionate share of the Said Property corresponding to the DEVELOPER'S PREMISES either by executing Deed of Exchange/Sale Deed/s in favour of the DEVELOPER-CUM-PURCHASER or its nominee. In case of Deed of Exchange the cost

Mr.   
Owner-Cum-Vendor

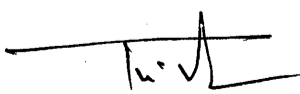
Mr.   
Developer-Cum-Purchaser




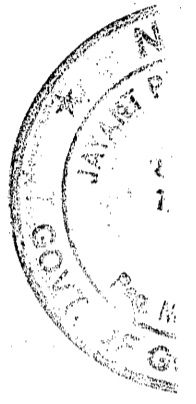
of stamp duty and registration fees shall be borne and paid by the respective parties according to the benefit received.

9.2 Both parties shall be entitled to create any charge, lien, mortgage or any encumbrance by whatever name called on their respective distributed premises, however, no liability thereof shall be imposed on the other party. The DEVELOPER-CUM-PURCHASER exclusively may issue N.O.C. for mortgage to any bank for grant of financial assistance to any purchaser of the DEVELOPER'S PREMISES in the PROJECT A and PROJECT B in the said property, without any liability to the OWNER-CUM-VENDOR. Similarly, the OWNER-CUM-VENDOR exclusively may issue N.O.C. for mortgage to any bank for grant of financial assistance to any purchaser of the OWNER'S PREMISES in the PROJECT A in the said property, without any liability to the DEVELOPER-CUM-PURCHASER.

9.3. Nothing contained in this Agreement shall be deemed to constitute a partnership or association of persons by and between the parties hereto. It is hereby expressly agreed and declared that each of the parties has undertaken its respective mutually exclusive respective obligations and has independent and mutually exclusive rights specified hereinabove on their own account and on principal to principal basis and not on behalf of or on account of or as agent of any of them or of anyone else. The parties herein shall discharge their mutually exclusive obligations as are set out herein without any common control. Each party shall be liable to offer its respective share to taxation after taking credit for its respective costs without any clubbing with the income or expenditure of the other and without any recourse to the other.

  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser



9.4. The woods of all trees cut down from the said property during the course of development shall be exclusively appropriated by the DEVELOPER-CUM-PURCHASER.

9.5. As the DEVELOPER-CUM-PURCHASER shall be responsible for the entire development, the DEVELOPER-CUM-PURCHASER shall be responsible and answerable for mishap or accident, if any, taking place during the course of construction.

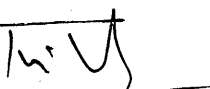
9.6. The DEVELOPER-CUM-PURCHASER at its own cost and expense shall register the project with the Real Estate Regulatory Authority (RERA) and shall comply with all procedural requirements and shall take all care and precautions to see that no provisions under RERA are violated. The OWNER-CUM-VENDOR, however, acknowledges that it shall be also a joint promoter along with the DEVELOPER-CUM-PURCHASER under the provision of RERA and shall provide complete co-operation to the DEVELOPER-CUM-PURCHASER in complying with procedural requirements. Where any joint account/s is required to be opened under the provisions of the RERA, the VENDOR-CUM-OWNER shall authorize the DEVELOPER-CUM-PURCHASER to operate such account/s.


9.6. All issues relating to the labour, ESI, PF, Minimum Wages etc. shall be the responsibility of the DEVELOPER-CUM-PURCHASER and the DEVELOPER-CUM-PURCHASER shall comply with all legal requirements wherever necessary.

## 10 Frustration, Delay, Default and Remedies

### 10.1 Frustration

a) In the event that the Said Property cannot be developed whether for reasons of defect in title of the OWNER-CUM-

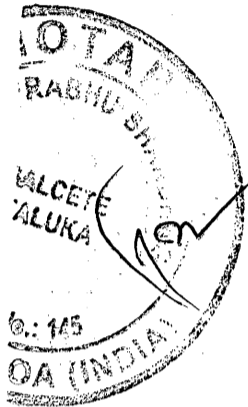
Mr.   
Owner-Cum-Vendor

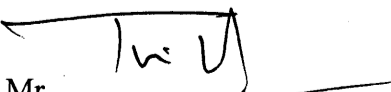
Mr.   
Developer-Cum-Purchaser

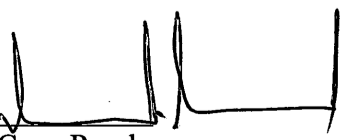


VENDOR or non-granting or revocation of construction license/development permission/environmental clearance or any other license or permission due to fault or reason attributable to the OWNER-CUM-VENDOR (except where revocation is due to the fault of the Second Party) or due to representations and declarations made in recital clause of this agreement turning out to be false or obligations to be complied with are not complied within the stipulated time, the Agreement may be terminated and cancelled at the option of the DEVELOPER-CUM-PURCHASER, whereupon an Inventory of the work done by the DEVELOPER-CUM-PURCHASER till the time of termination and or the cost incurred by the DEVELOPER-CUM-PURCHASER thereon ("Development Cost") by two approved valuers one each to be appointed by each party shall be made and determined.

- b) In the event the cancellation of the present agreement is for any reason mentioned in clause 10.1.a above, the OWNER-CUM-VENDOR undertakes to refund and shall refund within 60 days of recession of the agreement, entire Security Deposit received by it from the DEVELOPER-CUM-PURCHASER under this agreement with simple interest @ 2% p.m. from the date of deposit till refund and further shall indemnify, keep indemnified and reimburse the DEVELOPER-CUM-PURCHASER for all losses, damages sustained, cost and expenses incurred by the DEVELOPER-CUM-PURCHASER till such time which costs and expense shall not be limited to stamp duty, registration fees, architect fees, engineer fees, legal fees but shall also include all cost



Mr.   
Owner-Cum-Vendor

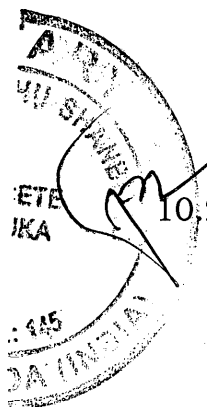
Mr.   
Developer-Cum-Purchaser





and expenses incurred for the proposed development and till such time of rescinding of the present agreement. Further, apart from the liability to reimburse the Development Cost, the VENDOR-CUM-OWNER shall be liable to pay 20% of the Development Cost as damages to the DEVELOPER-CUM-PURCHASER.

- c) The Development Cost determined by the Joint Valuation shall be final and unchallengeable.




### 10.2 Delay


In the event that the Completion of the OWNER'S PREMISES is delayed beyond the completion period mentioned above for any reason not attributable to the DEVELOPER-CUM- PURCHASER (except for Force Majeure and or where the OWNER-CUM-VENDOR has conditionally agreed to grant extension of time to the DEVELOPER-CUM-PURCHASER), the DEVELOPER-CUM-PURCHASER shall be liable to pay to the OWNER-CUM-VENDOR a lumpsum of Rs. 10,00,000/- per month's delay as and by way of compensation for the delay in completion. This compensation shall be deducted by the OWNER-CUM-VENDOR from the refundable deposit.

### 10.3 Default

- a) Specific Performance

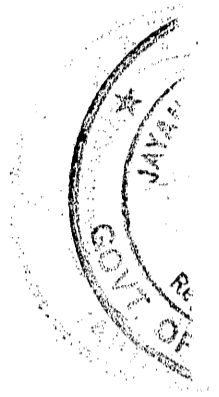
The parties agree that the agreement involves grant of development rights of the said Property by the OWNER-CUM-VENDOR to the DEVELOPER-CUM- PURCHASER. The said development rights comprise immovable property and the parties have agreed that monetary compensation in the

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser

CONFIDENTIAL





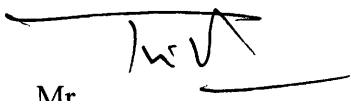
the Defaulting Party together with interest thereon @  
10% pa with quarterly rests.

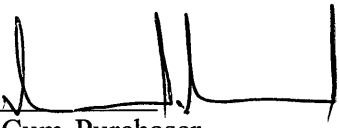
#### 10.4 Termination

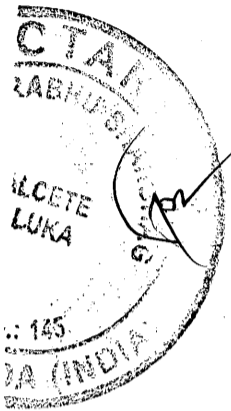
In the event that the DEVELOPER-CUM- PURCHASER does not start the work within a period of six months as agreed in clause 8.1 without any reasonable cause or does not apply for permission and licences within the agreed period as agreed in clause 8.1, without any reasonable cause , the OWNER-CUM-VENDOR shall, without prejudice to the other rights and remedies of the OWNER-CUM-VENDOR as are set out herein, be entitled to cancel this agreement and the power of attorney issued pursuant thereto, by giving a Show Cause Notice of 15 days seeking explanation for the delay and where the explanation given is found to unreasonable. In that event, the costs incurred by the DEVELOPER-CUM-PURCHASER shall be computed as per clause 10.1 above, and only 90% thereof shall be reimbursed by the OWNER-CUM-VENDOR to the DEVELOPER-CUM- PURCHASER within a period of 60 days of cancellation. Of the refundable deposit only 95% shall be refunded within the said period of 60 days. It is only this case in which deduction is permissible from refundable deposit. Where the decision of the OWNER-CUM-VENDOR under this clause is challenged by the DEVELOPER-CUM-VENDOR, the Arbitrator shall be decisive authority.

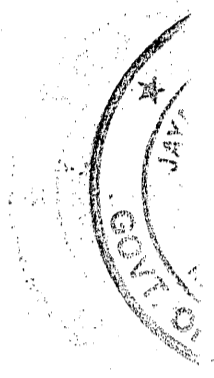
#### 10.5 Compensation and Lien for Unpaid Dues

In case of Termination as provided in clause 10.1 or clause 10.4 above, and Step in as provided in clause 10.3(b) above, till the time, the dues of the concerned party are paid as provided herein, the same shall be a lien on the right, title and interest of the other

Mr.   
Owner-Cum-Vendor

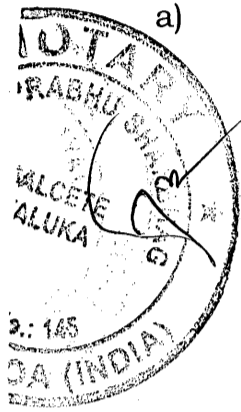
Mr.   
Developer-Cum-Purchaser



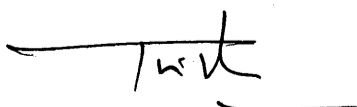



herein; and the said other party shall not be entitled to create any third party right on its right, title and interest in the Project.

11. Notwithstanding what has been agreed herein above, the parties hereto agree to following:



- a) The OWNER-CUM-VENDOR and DEVELOPER-CUM- PURCHASER undertake to remain present at their respective cost and expense, without any delay, every time and as many times as required and as and when called, for execution, registration and admission of the agreement or sale deed with third party in respect of the OWNER'S PREMISES or DEVELOPER'S PREMISES to be constructed in the Said Property;
- b) The OWNER-CUM-VENDOR shall have no claim over DEVELOPER'S PREMISES belonging to the DEVELOPER-CUM-PURCHASER in the Said Project that will be constructed in the SAID PROPERTY and the DEVELOPER-CUM- PURCHASER shall have no claim over the OWNER'S PREMISES belonging to the OWNERS-CUM-VENDORS that will be constructed in the PROJECT A of the SAID PROPERTY, provided the reciprocal obligations casted on each other in this agreement are discharged.
- c) All the representation, declarations and undertakings made or given by the OWNER-CUM-VENDOR as detailed out in the recital clause of this agreement, relying upon which the DEVELOPER-CUM-PURCHASER agreed to develop the Said property de deemed to have been specifically incorporated herein for all legal purposes and not mentioned herein again to avoid repetition.

  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

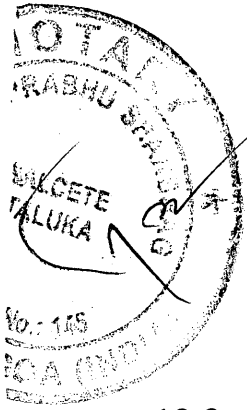
  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser





## 12. INDEMNITY AND GUARANTEE

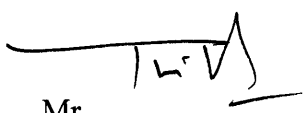
12.1. Each Party ('Indemnifier') doth hereby indemnify and shall keep indemnified the other Party ('Indemnified') against any or all consequences if the aforesaid representations of the Indemnifier are found to be incorrect and untrue and on account of non-compliance of any of the obligations of the Indemnifier and any loss or liability is caused due to such misrepresentation and/or non-compliance and undertake to bear and pay all losses, damages, costs, charges, expenses whatsoever that the Indemnified may suffer or incur in that behalf.

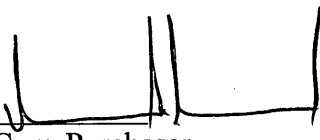


12.2. The DEVELOPER-CUM-PURCHASER guarantees the OWNER'S PREMISES free from any construction defect for a period of five years from the date of its completion. Cracks in plaster, peeling of or change in color of the paints due to moisture or climatic change shall not be considered as construction defect.

## 13. SEVERABILITY

In the event, any provision of this Agreement is declared by judicial or any other competent authority, quasi-judicial or administrative, to be void, voidable, illegal or otherwise unenforceable, or indications of the same are received by either of the parties from any relevant competent authority/ies, the Parties shall construe the concerned provision of this Agreement in a reasonable manner which achieves the intention of the Parties without illegality and gives the complete benefit of the commercial and economic potential of the said Property and development thereof to the Parties.

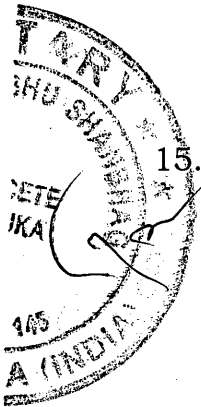
Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser



14. **Costs**

All out of pocket costs, charges and expenses of and incidental to this Agreement including the stamp duty, registration charges, and on all other documents as may be executed for implementation hereof shall be borne and paid by the DEVELOPER-CUM-PURCHASER.

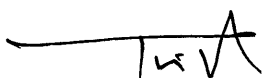



15. **No Waiver**

No waiver shall be valid unless given in writing by the Party or Parties from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

16. **Suppression**

This Agreement supersedes all prior documents, writings, letters, letters of intent, drafts, etc., entered into, executed, issued, made or exchanged by or between OWNER-CUM-VENDOR and the DEVELOPER-CUM-PURCHASER, and all discussions, deliberations and negotiations held between them from time to time, before the date of this Agreement.

Mr.   
Owner-Cum-Vendor

Mr.   
Developer-Cum-Purchaser



17. **Amendment**

No amendment to this Agreement shall be valid unless the same is made in writing and executed by both parties.

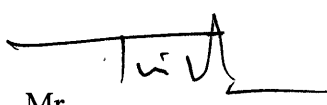
18. **Name of the Project**


The Entire Development of the project shall be under co-branding of the OWNER-CUM-VENDOR and DEVELOPER-CUM-PURCHASER.



19. **All Arbitration to be in Goa**

In the event of any dispute between the Parties hereto in respect of the interpretation of any of the terms and conditions herein contained or of the implementation thereof or any matter pertaining or attaching these presents, whether during the subsistence of this Agreement or thereafter, the parties shall seek to resolve the same first by mutual mediation by and between Mr. Jai Prakash Agarwal the designated Director of the OWNER-CUM-VENDOR and Mr. Vinod Kumar Goyal the designated Partner of the DEVELOPER-CUM-PURCHASER. In the event that the dispute is not resolved by mediation within a period of 45 days, the same shall be referred to arbitration to be presided over by a sole arbitrator to be mutually appointed by the Parties hereto and the arbitration proceedings shall be conducted in English language in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Goa. During the pendency of the dispute resolution process as is set out herein, neither party shall seek any order of injunction from any judicial or quasi-judicial forum of competent jurisdiction wherein it is sought to stay, disturb or disrupt the implementation of the Project.

Mr.   
Owner-Cum-Vendor

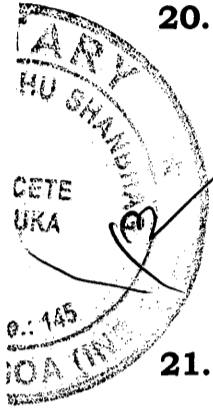
Mr.   
Developer-Cum-Purchaser



During the course of arbitration, each party shall pay half of the cost of arbitration subject to the final order of the Id. Arbitrator in respect thereof. Each party shall bear and pay the professional fees of its respective legal advisors or other professionals.

## 20. Jurisdiction

This Agreement shall be subject to the jurisdiction of courts in Goa. In case of arbitration, however, as the seat of arbitration is Goa, the arbitral court shall be High Court, Bombay.



## 21. NOTICES

All approvals, consents and notice required to be given or served hereunder by either Party hereto to the other shall be deemed to be given or served if the same shall have been delivered to, left at, sent by mail, registered post or email by either party to the other at their following respective addresses (whatsapp communication shall not be considered as proper communication), until the same is changed by notice given in writing to the other Party:

OWNER-CUM- VENDOR: **SIR BIOTECH INDIA LIMITED**

Attn: **JAI PRKASH AGARWAL**

Address: Plot No. N/50, Verna Industrial Estate  
Phase-IV, Verna, Goa-403722

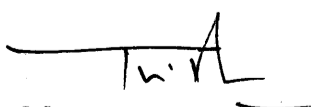
E-mail : [jpa.goa@sbtill.com](mailto:jpa.goa@sbtill.com)


DEVELOPER-CUM-PURCHASER: **MANGALAM BUILD DEVELOPERS LIMITED**

Attn: Vinod Kumar Goyal

Address: 6<sup>th</sup> Floor, Apex Mall, Lal Kothi,  
Tonk Road, Jaipur, Rajasthan

E-mail : [sbtgoa6300@yahoo.com](mailto:sbtgoa6300@yahoo.com)

  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser

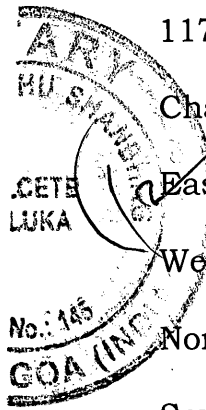




**THE SCHEDULE A HEREIN ABOVE REFERRED TO**

*(Description of the said Bigger Property)*

ALL THAT property known as "RIBEIRO PEQUENO", situated at Ribander of Ilhas Taluka and Sub-District, District of North Goa, within the municipal limits of the City of Panaji, bearing Land Registration No. 1174 at Book B-14 old and Matriz Nos. 2, 3 and 699, surveyed under Chalta No. 3, 4 and 10 of P. T. Sheet No. 17 and is bounded as under:



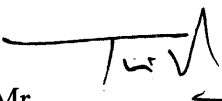
East : by property of Krishna Bhiku Naik Suquercar;  
 West : by boundary wall of Goa Medical College;  
 North : by the river;  
 South: by Kadamba Road which runs from Panaji to Old Goa.

**THE SCHEDULE B HEREIN ABOVE REFERRED TO**

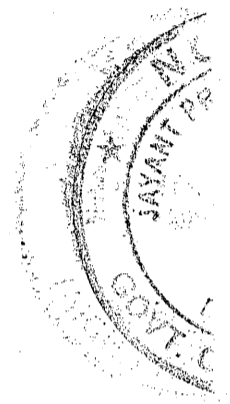
*(Description of the Said Plot)*

ALL THAT PLOT NO. 4 admeasuring 44,045.00 Sq. meters, forming part of the property described in SCHEDULE A hereinabove written and is bounded as under:

East : by property of Krishna Bhiku Naik Suquercar & Ors;  
 West : by land of old Goa Medical College;  
 North : by land of old Goa Medical College, by plots no. 1 and 2 of the Said Bigger Property, by houses of Baboni Pondori Naik, Ladu Xete Shirodkar & ors, by the property of Nirmalabai Vassanta BHandare, by plot no. 3 and 6 of the said bigger property;  
 South: by Kadamba Road which runs from Panaji to Old Goa.

Mr.   
 Owner-Cum-Vendor

Mr.   
 Developer-Cum-Purchaser



**THE SCHEDULE C HEREIN ABOVE REFERRED TO***(Description of the Said Property)*

ALL THAT landed property admeasuring 27,324.00 Sq. meters approximately, forming an independent and separate unit in itself surveyed under Chalta No. 4-C of P. T. Sheet No. 17 of City Survey Panaji, erstwhile formed part of the Plot No. 4 described in SCHEDULE B

hereinabove written and is bounded as under:

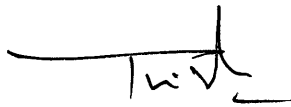
East : by property under Chalta No. 19 and 71 of P. T. Sheet No. 19;

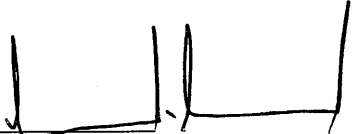
West : by property under Chalta No. 4-B of P. T. Sheet No. 17;

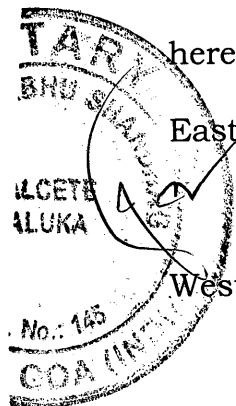
North : by property under Chalta No. 13, 15, 54 and 55 of P. T. Sheet No. 19 and Chalta No. 4-A, 15 and 16 of P. T. Sheet No. 17;

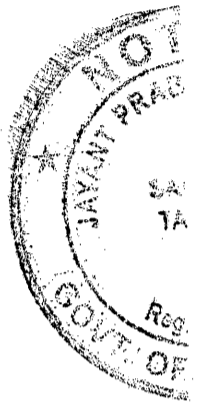
South: by property under Chalta No. 4 of P. T. Sheet No. 17 and NH-4A.

The SAID PROEPRTY is better identified in the Plan annexed heeto and the same forms part of this agreement.

  
Mr. \_\_\_\_\_  
Owner-Cum-Vendor

  
Mr. \_\_\_\_\_  
Developer-Cum-Purchaser





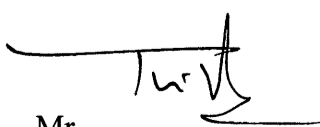
**THE SCHEDULE D HEREIN ABOVE REFERRED TO**


*(Specifications of the Premises to be constructed in the Project)*

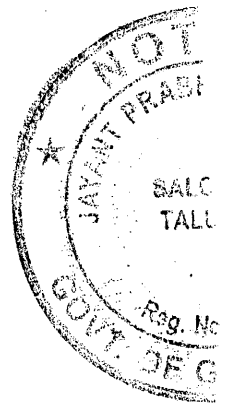
- RCC framed earthquake retained structure and external wall 200 mm thick laterite stone/fly ash brick and internal 100 mm thick fly ash brick
- Bathroom – 7' Height Ceramic Tiles dado and Good Quality of Sanitary & CP fittings of high end Brands i.e. TOTO / KOHLER etc.
- Flooring – Good quality Marble Flooring in all area of Flats
- Windows – Good quality Aluminum sliding window with powder coated and toughened glass
- Kitchen – Good quality Granite platform with 304 grade single bowl stainless steel sink, Designer Dado tiles upto 2' height above platform.
- Electricals – 3 phase wiring with premium FR cables and dedicated transformer, inverter provisions, A/C , TV Cable & Intercom/Telephone points for all living rooms including Drawing & Dining Rooms
- Sustainability Provision – Unique Dual Plumbing system for water conservation, Rain water harvesting, Adequate ventilation & provision for lighting in line with Green Certified Building.
- Development features – Gated Community – Enclosed in a walled off Compound, Open & Covered Car Parking, Landscaped Surrounding with Garden and assistants for daily upkeep, Swimming Pool with lounging deck, Solor Water supply for Bathroom, Children Play area, Generator backup for common area, Clubhouse & Elevators, CCTV surveillance.



**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

  
 Mr. \_\_\_\_\_  
 Owner-Cum-Vendor

  
 Mr. \_\_\_\_\_  
 Developer-Cum-Purchaser



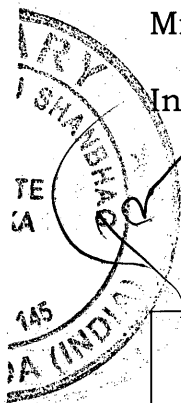
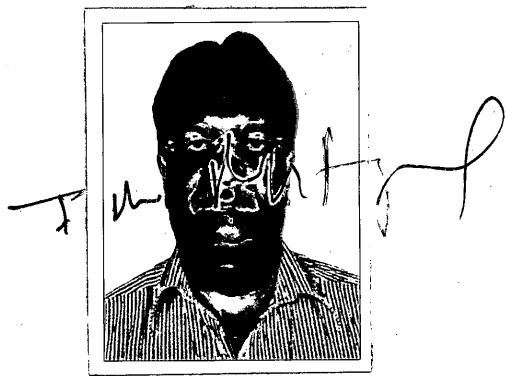
**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED OWNER-CUM- VENDOR:**

**SIR BIOTECH INDIA LIMITED**

Through it Authorised Signatory

Mr. Jai Prakash Agarwal

In the presence of.....



Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF Mr. Jai Prakash Agarwal

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF Mr. Jai Prakash Agarwal

Mr. \_\_\_\_\_  
Owner-Cum-Vendor

Mr. \_\_\_\_\_  
Developer-Cum-Purchaser

GOVT.  
SWANT PR  
190



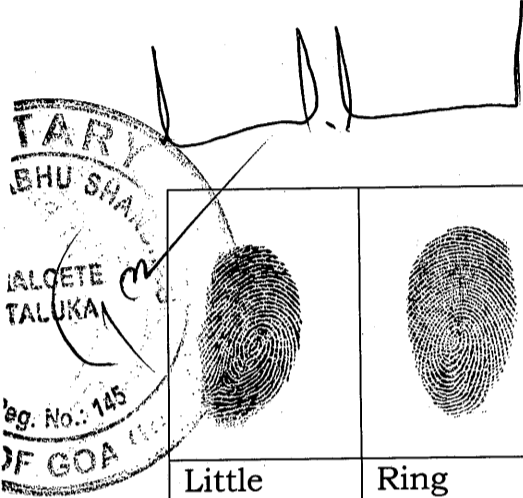
**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED DEVELOPER-CUM-PURCHASER:**

**MANGALAM INFRA DEVELOPERS**

Through its Authorised Signatory

Mr. Sumit Singla

In the presence of.....



Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF Mr. Sumit Singla

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF Mr. Sumit Singla

Witnesses:

Witness - 1

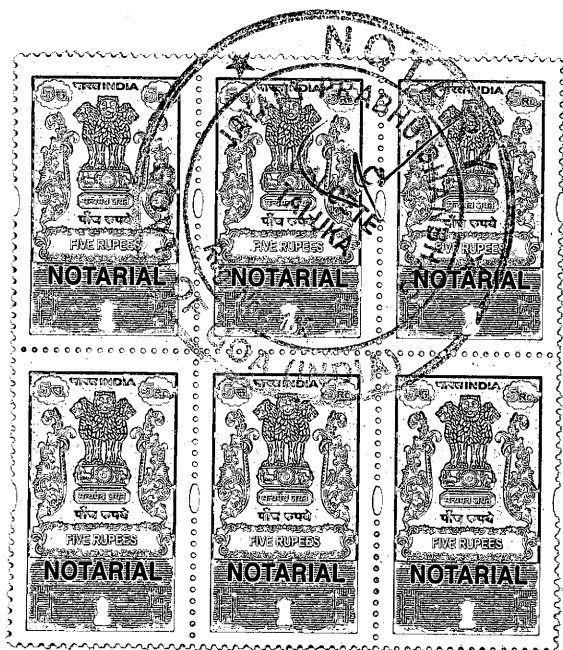
*Anu Tripathi*  
*Anu*

Witness - 2

*HIRACHAND BAFNA*  
*Hirachand Bafna*

Mr. *[Signature]*  
Owner-Cum-Vendor

Mr. *[Signature]*  
Developer-Cum-Purchaser



EXECUTED BEFORE ME  
WHICH I ATTEST

*Chalu*

JAYANT S. PRABHU SHANBHAG  
NOTARY MARGAO,  
Regd. No. 145  
SALCETE TALUKA,  
STATE OF GOA (INDIA)

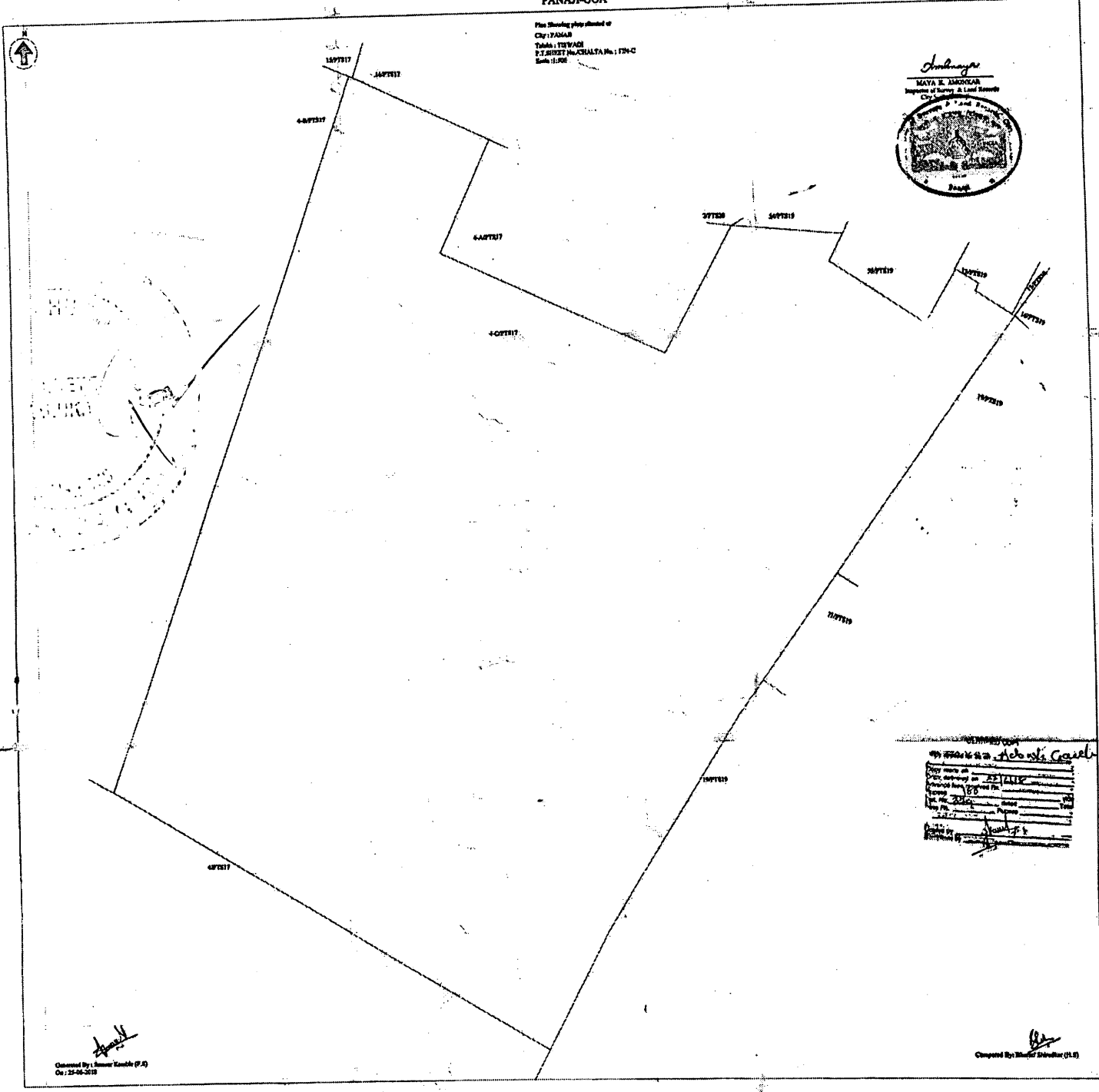
Reg. No. 2185/2013  
Date: 19/09/16



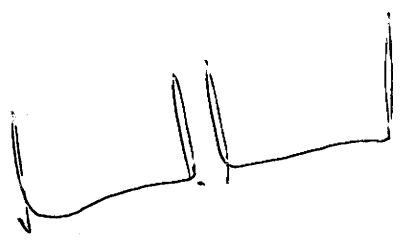


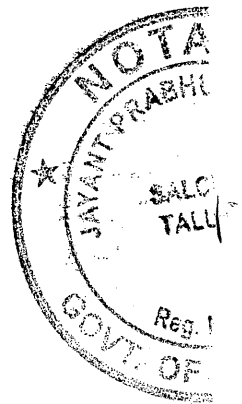
GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
PANAJI-GOIA

Plan showing plot situated at  
City: PANAJI  
Tahsil: TERAVADI  
P.L. SHEET NO. 124/2  
Scale: 1:500



*1-11-2*





# Manglam Infra Developers

6<sup>th</sup> Floor, Apex Mall, Lal Kothi, Tonk Road, Jaipur (Raj.)

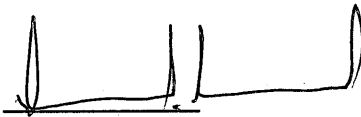
## TO WHOMSOEVER IT MAY CONCERN

This is to certify that following are the partners in the Partnership Firm M/s Manglam Infra Developers:

1. Mr. Nand Kishore Gupta,
2. Mr. Madan Lal Agarwal
3. Mr. Vinod Kumar Goyal and
4. Mr. Sumit Singla

This is to further certify that Mr. Sumit Singla, Partner of the firm is hereby authorized to sign Agreement for Joint Development with Sir Biotech India Limited on behalf of the firm for joint development of plot no. 4 surveyed under Chalta No. 4-C of P. T. Sheet No. 17 of Panjim City, Goa.

Signature of Mr. Sumit Singla



For Manglam Infra Developers

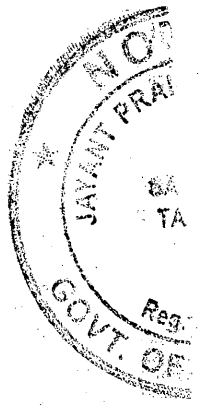


(Vinod Kumar Goyal)

Partner

Date: 18.08.2018

Place: Jaipur





Sir  
Biotech  
India  
Limited

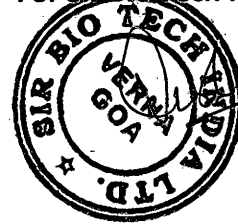


**CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT ITS MEETING HELD ON AUGUST' 03, 2018 AT ITS OFFICE SITUATED AT PLOT NO N-50, PHASE -IV, VERNA INDUSTRIAL ESTATE, VERNA, GOA.**

“RESOLVED THAT Mr. Jai Prakash Agarwal, Director of the Company, be and is hereby authorized to execute, verify Joint Development Agreement etc. with M/s Manglam Infra Developers in connection to the Development of Residential / Commercial Project at the property situated at Chalta No. 4-C of PT Sheet No. 17 of Panaji City and generally to do all the acts, deeds and things as may be required in connection thereto and to represent and sign on behalf of the company before the office of concerned Sub Registrar and notary public.”

**Certified True Copy**

For Sir Bio Tech India Limited



(Director)

**Corporate Office**

N-50, Phase IV, Near Asian Paints / D-Link Godown, Verna Industrial Estate, Verna Goa- 403722 (INDIA) Tel. : +91-832-2970077

**Registered Office**

6926, Jaipuria Mills, Clock Tower, Subzi Mandi, Delhi - 110007 (INDIA) Tel: +91-11-23852583 Fax: +91-11-23852666

CIN : U51109DL1995PLC068537 • Email : jpa.goa@sbtill.com • Website: www.sbtill.com

