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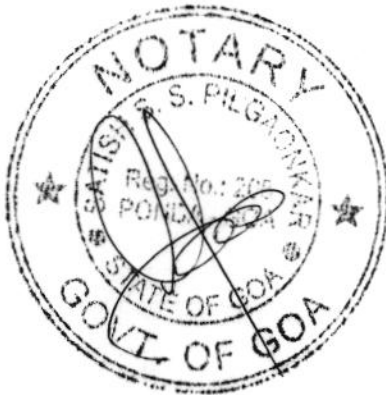
NKGSB Co-Operative Bank Ltd
(Multi State Scheduled Bank)
Ponda Branch, Royal House
Karnataka, Ponda-Goa-403 401

D-5/STP(V)/C.R./35/8/2006-RD(PART)

भारत 84372 NON JUDICIAL गोंया
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R.0044000/- PB6651
INDIA STAMP DUTY GOA

NKGSB CO-OP. BANK LTD.
Ponda, Goa Branch

[Signature]
Officer / Manager



AGREEMENT FOR CONSTRUCTION AND
SALE

[Signature] *[Signature]*
[Signature] *[Signature]* *[Signature]* N. Dany
S. Dany

THIS AGREEMENT made and entered on this Eleventh day January Thousand Twelve (11/01/2012) at Ponda-Goa, within the Registration Sub-District of Ponda, District of North Goa, State of Goa.

BETWEEN

1) **SHRI SITARAM ATMARAM DANGUI**, s/o Atmaram Dangu, age 45 yrs, married, Taxi operator, Indian National, and his wife,

2) **SMT CHAYA SITARAM DANGUI**, D/o Shripad Naik, age 38 yrs, married, housewife, both Indian Nationals, residing at H. no. 26, Shantinagar, Ponda-Goa, and hereinafter referred to as the **"VENDORS"** (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, and assigns) **OF THE ONE PART.**

AND

3) **M/S H. M. BUILDERS AND DEVELOPERS**, through its Proprietor, Shri Saiyed Abdul Jabbar, age 47 yrs, married, business, resident of Bazar-mol, Ponda Goa, Indian National, and hereinafter referred to as **"THE PURCHASER"** (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, and assigns) **OF THE SECOND PART**

AND

4) **SHRI HANUMANT ATMARAM DANGUI**, s/o. Atmaram Dangu, age 42 yrs, married, Driver, and his wife,

5) **SMT NILIMA HANUMANT DANGUI**, d/o. Shri Falgun Mandrekar, age 38 yrs, married, housewife, both Indian Nationals, residing at H. no. 26, Shantinagar, Ponda-Goa and hereinafter referred to as the **"CONFIRMING PARTY NO.**


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1" (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, and assigns) **OF THE THIRD PART.**



6) **SHRI ABHAY ATMARAM DANGUI**, s/o. Atmaram Dangui, age 29 yrs, married, driver,

7) **SMT SUPRIYA ABHAY DANGUI**, d/o. Shri Mangesh Naik, age 24 yrs, married, housewife both Indian Nationals, residing at Shantinagar, Ponda-Goa and hereinafter referred to as the **"CONFIRMING PARTY NO. 2"** (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, and assigns) **OF THE FORTH PART.**

WHEREAS the vendors are the absolute owners of the plot being Plot No.12 admeasuring 930 sq. mts. forming part of the property "LOCONDIEM" PREMEIRA ADICAO consisting of two sub-divisions or Gleba the first named as LOCONDIEM and second gleba named as 'CUMBAROATA situated in village of Quela within the limits of Ponda Municipal Council, taluka Sub-District of Ponda District of North Goa, State of Goa described as a whole in the land Registration Office of Ilhas under the number 299 of the Book B-1 new enrolled in the land Revenue role under the matríz no. 1032. The first Gleba known as 'LOCONDIEM being bounded as under :

EAST: By limits of corrente Taboleiros,

WEST: By Pimpol trees,

NORTH: By property of Verenkar,

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SOUTH: By the limits of Quartela do oitavo de companhia.

And the said property is surveyed as under no. 172/6 & 183/1 of village and Taluka Ponda.

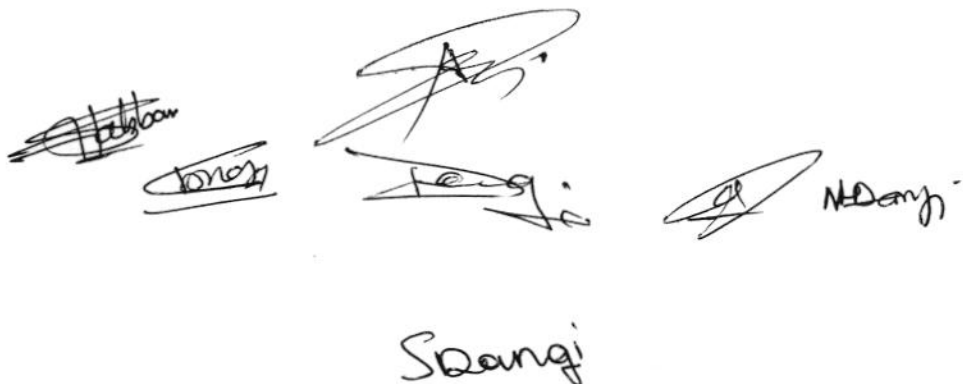
And which plot is hereinafter referred to as "**SAID PROPERTY**" and more particularly described in schedule-II written hereunder.

AND WHEREAS the vendors came into ownership and possession of the said property vide Deed of Sale dated 9/8/1995 and registered before Sub Registrar Ponda and bearing Registration Nos. 1036 at pages 282 to 295 of Book I volume 615 dated 31/7/2002.

AND WHEREAS in terms of Memorandum of Understanding dated 25/5/1990, it was agreed between the vendors No. 1 and the confirming party that the profits out of the said property shall be shared equally between the vendors and the confirming party.

AND WHEREAS on a proposal put forth by the Purchaser the Vendors and the confirming party have agreed to sell to the purchaser and/or its nominee/s the said property as described in the schedule – I and II.

AND WHEREAS the Vendors and the confirming party hereby declares as under:

The block contains several handwritten signatures. At the top left, there is a signature that appears to be 'S. B. B. B.'. Below it, there is a signature that looks like 'B. B. B.'. To the right of these, there is a large, stylized signature that could be 'A. B. B.'. Below that, there is a signature that looks like 'B. B. B.'. To the right of this, there is a signature that looks like 'B. B. B.'. Below all these, there is a signature that looks like 'S. B. B.'. At the bottom right, there is a signature that looks like 'B. B. B.'.

a) That the vendors title of the said property described in schedule-II hereto is valid, legal, clear, marketable, unencumbered and subsisting.

b) That the said property described in Schedule hereto is absolutely free from all encumbrances, lien, charges and that there are no dues payable to the Govt. or any other authorities and/or any statutory body or bodies.

c) That there are no difficulties legal and otherwise for the sale free from encumbrances of the said property described in schedule II hereto or any part thereof.

d) That there are no attachment or notice from the Central or state Government of any local body or authority under any Municipality Act or any other Act or any scheme or legislative enactment, Government ordinance, Order or Notification including any Notice/proceedings for acquisition or requisition has/had been received by or upon the Vendors and that the said property described in Schedule -II hereto or any part thereof is not subject to any attachment or certificates or any other recovery proceedings under the Income Tax Act or any statutory law or Regulation.

e) That there is no litigation or any legal proceedings pending in any Court/Tribunal or any other legal impediment in respect of the said property described in Schedule-II hereto or any part thereof.

The block contains several handwritten signatures and stamps. On the left, there is a circular stamp with the text 'GOVT. OF' and 'STATE OF' around a central emblem. To its right, there are several handwritten signatures in black ink. Below these, the word 'Srangi' is written in a stylized, handwritten font.

f) That except this agreement the Vendors have not entered into and shall not enter into any agreement effecting title of the Vendors to the said property described in the schedule-II hereto.

AND WHEREAS the Vendors have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendors the said property described in Schedule hereto for total consideration as set out hereinbelow.

AND WHEREAS the purchaser has verified the title as per the documents provided by the vendors and is satisfied with the same.

AND WHEREAS the purchaser, believing to be true all the aforesaid representations made by the vendors, have agreed to purchase the said property for a total consideration as set out hereinbelow.

AND WHEREAS certain terms and conditions have been agreed by and between the parties which they desire to reduce to writing hereby.

**NOW THEREFORE THIS AGREEMENT WITNESSETH
AS FOLLOWS:**

1. The Vendors shall sell to the purchaser and the purchaser shall purchase from the vendors the said property described in schedule-II and which transaction of sale is confirmed by the





confirming party hereto for a total consideration in kind and cash as set out in clause (2) hereinbelow.

2. That the purchaser shall pay total consideration of Rs. 42,00,000/- (Rupees Forty two Lakhs only) to the vendors which includes cash as well as kind, in the following manner.

a) That the Purchaser shall construct three flats having double bedroom on the one on ground floor, one on first floor and one on second floor admeasuring 80 sq.mts. (built up) each and hereinafter jointly referred to as **THE SAID PREMISES**, which shall be constructed by the purchaser as per the specifications which are given in Schedule-III written hereunder which premises is valued at Rs. 36,00,000/-. The flat on the ground floor shall be allotted to the vendors, the flat on the first floor shall be allotted to the confirming party No.1 and flat on the second floor shall be allotted to the confirming party No.2.

b) The Purchaser shall pay the cash consideration of Rs.6,00,000/- (Rupees Six Lakhs Only) in the following manner:

- i. Rs. 2,00,000/- (Rupees Two Lakhs only) on the date of Signing of the present Agreement to be paid to the vendors.
- ii. Rs. 2,00,000/- (Rupees two Lakhs only) to be paid on or Before 20/1/2012 to the confirming party No.1.
- iii. Rs. 2,00,000/- (Rupees two Lakhs only) to be paid on or Before 20/3/2012 to the confirming party No.2.



c) That the value of the said premises shall be calculated at the rate of Rs. 15,000.00 per sq. mts. (Rupees Fifteen thousand only)

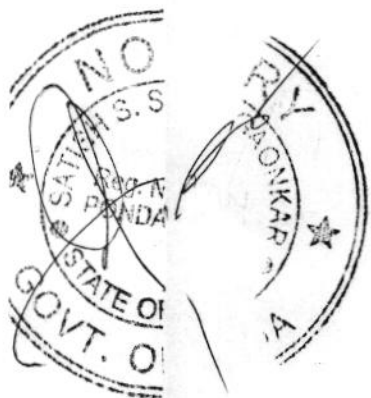
d) That the possession of the said premises shall be handed over to the vendors within a period of 24 months (Eighteen) from the date of issuance of Construction license failing which the vendors and the confirming party shall be entitled for a compensation of Rs. 2,000/- each per month till the possession of the flats is handed over to them.

e) In consideration of the terms, conditions and stipulations herein contained and the undertaking given by the purchaser, the vendors have delivered the possession of the said property to the purchaser for proceedings with the project of the purchaser.

3. The purchaser, its employees, representatives, contractors, and workers shall at all times hereafter be free to enter upon in the said property described in schedule-I hereto and carry on therein all such works like demarcating, surveying, measuring excavating, erecting etc. as may be deemed fit by the purchaser.

4. The purchaser may enter into any type of Agreement with any body of the purchaser's choice for the sale of the any structures to be constructed on the said property described in the schedule -I hereto, save and except the said premises described in clause (2) hereinabove and further described in Schedule-II which premises are agreed to be allotted to vendors


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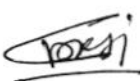


by the purchaser. All such agreements shall be as the purchaser deem fit and proper the vendors shall be represented by the purchaser as their attorney. However the vendors shall not be responsible in any manner whatsoever to any third parties/prospective purchasers who may enter into agreement with the purchaser and the purchaser do hereby indemnify the vendors towards any claim of any such purchases arising out of any such agreement with them. It is further agreed that the purchaser shall not sell any premises in said building for business/sale of liquor or any activities and all such agreements with prospective purchaser shall contain such clause.


5. The Vendors shall deliver to the purchaser all the documents of title of the said property to enable the purchaser to arrange necessary finance from the purchaser's Banker's or any financial institution as may be decided by the purchaser.

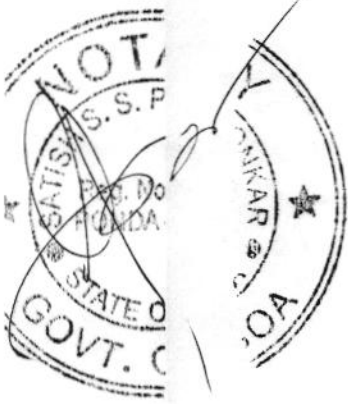
6. The vendors have not entered into any agreement with or in favour of any person/s and have not executed with or in favour of any person/s any deed of sale or Agreement in respect of the said property described in schedule-II hereto or part thereof and the vendors shall not execute with or in favour of any person/s any sale deed or agreement in respect of the said property described in Schedule-II hereto.

7. Either parties to this agreement shall be entitled to specific performance of this agreement.




 Srangi



8. It is clearly understood between the parties that the purchaser is buying the said property to construct building/s thereon for its own use and/or sell the premises in such buildings, save and except the said premises agreed to be constructed and allotted to the vendors as provided in clause (2), to the prospective buyers procured by the purchaser if found expedient by the purchaser without any reference to the vendors.

9. That the vendors shall execute one deed of sale in respect of all their rights in the said property described in schedule-I hereto or more than one sale deed for the part of their rights if so desired by the purchaser. The sale deed/s as above shall, if so desired by the purchasers, be executed in favour of any nominee/s including co-operative society/company trust/legal entity specifically indicated by the purchaser. All costs, expenses, charges, stamp duty, registration fees etc. in respect of such sale deed/s shall be borne by the purchaser. The vendors shall join and be a member of such society, company trust, that may be formed by the purchaser of the persons occupying the building which the purchaser propose to construct over the said property.

10. The purchaser shall be entitled to amalgamate any other or any part thereof as one unit and/or to undertake construction on any one property by utilizing the floor area of the remaining property or any other adjoining property not referred in this agreement as may be available for construction as per floor area ratio.







 N. Bangs



11. It is agreed between the parties hereto that if in future the said property is change to commercial zone or if due to any change in government policy the floor area ratio is increased than the purchaser shall be entitled for the entire benefit of the increased floor area ratio and that the vendors shall have no claim of whatsoever nature on the said increased FAR. The vendors shall not be entitled for any other consideration if the FAR is increased in future and the consideration shall remain same as is mentioned in clause (2) herein above.

12. All the costs and expenses that may be incurred in connection with the construction of roads, gutters, buildings, or any shops, flats, office therein inclusive of the said premises agreed to be allotted to the vendors as also any fees. Levies, fines taxes charges etc. shall borne by the purchaser.

13. All the plans, designs, layouts etc. that may be prepared by the purchaser shall be binding on the vendors subject however that the area and the location of the said premises agreed to be allotted to the vendors shall not be reduced/changed beyond 2.00m2.

14. The purchaser shall construct and complete the construction of the said premises as provided in clause (2) as per the specification given in schedule-II written hereunder within a period of 24 months from the date of execution of the present agreement. The issuance of the occupancy certificate in respect of the said premises by the Municipality shall be the conclusive proof of completion of such premises. However in case of delay



[Signatures]
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in completion of the work of the said premises is on account of any natural cause and/or force majeure, the purchaser shall be entitled for an additional period of 6 months for completion of the same.

15. The vendors shall answer all queries raised by the purchaser and/or his advocate Shri Satish Pilgaonkar/successor in interest/ purchaser and in case of any defect in title the purchaser shall be entitled to suspend its obligations under the present agreement till such defects are rectified to the satisfaction of the purchaser and/or its advocate, successor in interest/ purchaser. In case the vendor fails to comply with the terms hereof, the purchaser shall be entitled to rescind this agreement and claim from the vendor all and whatever expenses and damages suffered by it pursuant to the execution of this agreement.

17. It is hereby agreed that time is the essence of this contract.

18. The vendors have today executed a power of attorney in favour of the purchaser to do various acts as are mentioned in the said power of attorney and the vendors give their consent for the acts done by the purchaser as per the said power of attorney.

19. It is agreed between the parties that the Architect of the vendors shall inspect the flats to be allotted to the vendors and confirming party with respect to the overall strength of the building.



S. Rangji



SCHEDULE-I

SCHEDULE-II

 Helwan

Rami  Tariq  Nany
 Sanyi

East : by plot no. 11,
 West : by plot no. 13,
 North: Kutcha road going to Shantinagar,
 South : Road leading to Ponda Belgaum highway,



And has following dimensions:

North : 31.50 meters,
 South : 29.50 meters,
 East : 28.00 meters and
 West : 33 meters.

SCHEDULE III

(3 FLATS ON THE SECOND FLOOR HAVING TWO BEDROOMS)

- I. STRUCTURE : R. C.C. framed structure
- II. PLASTER : External plaster will be double coat and sand faced plaster. The internal plaster will be single coat cement plaster with neeru finish.
- III. FLOORING : flooring will have vitrified tiles, Bath-rooms and W. C. will have 1.5 mts tiles with coloured ceramic tiles on floor rough finishing and walls full height glazed, with colour matched fittings.
- IV DOORS WINDOWS : all doors will have salwood and shutter will marine ply panels. Main door will be of teak wood. The doors will be fixed with necessary M. S. Hingis and

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 SPANGI

will have in general aluminum fittings such as tower bolts one T. B. handles etc. Bedroom will have good quality night latch, all windows will be of Aluminium with powder coatings..

IV. KITCHEN : The kitchen will have a cooking platform with Granite slab with steel sink. A dado of two rows of glazed tiles shall be provided for the wall near the platform.

VI. LOFT : loft will be provided in kitchen room.



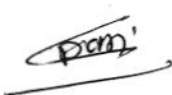



VII. TOILET : Toilet block shall consist of an Indian commode, Wash basin, shower rose, a bib cock.

VIII. PLUMBING AND SANITARY INSTALLATION :

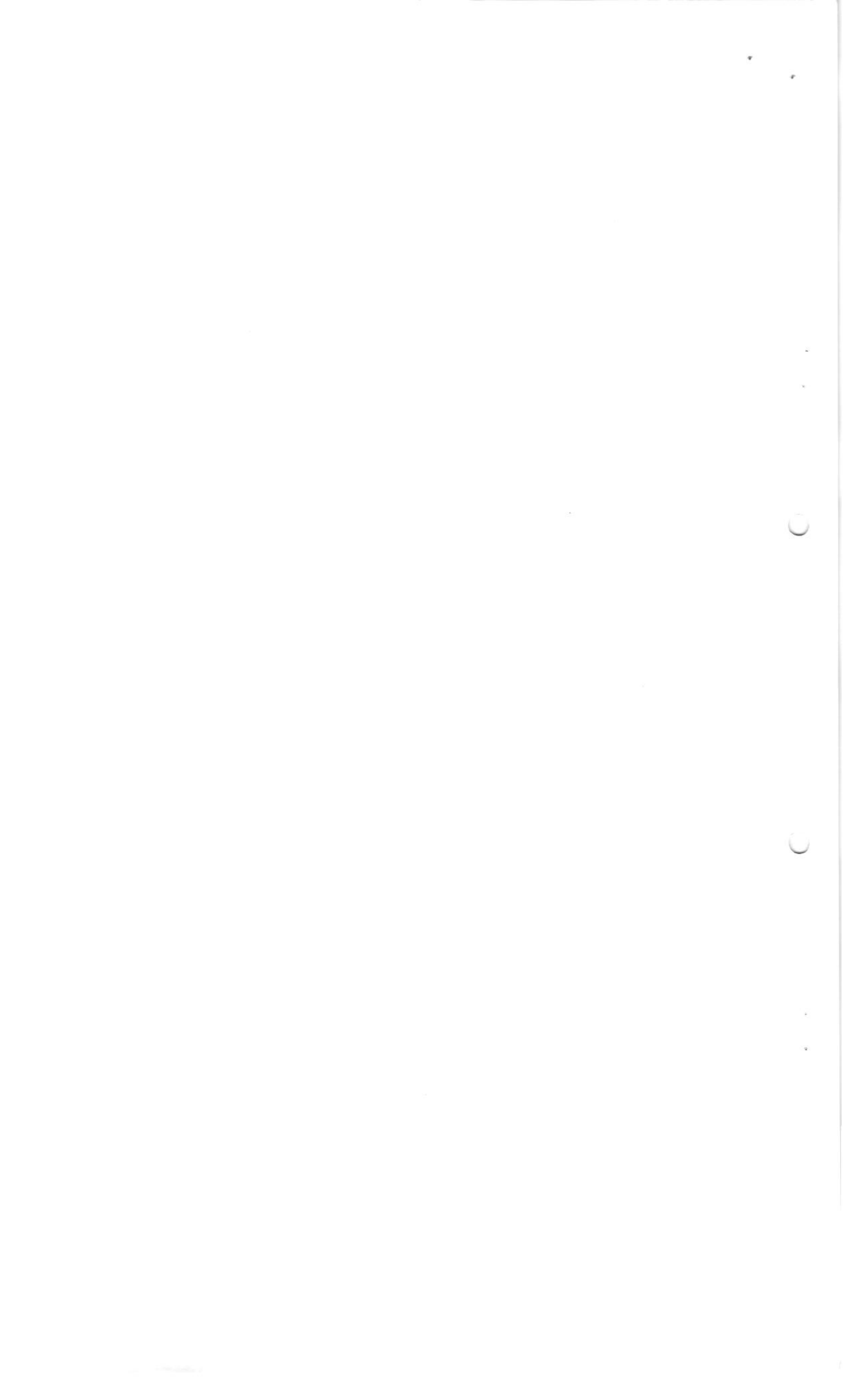
Soil waste and water pipes will be partially concealed and of good quality. A septic tank of adequate size will be provided if there does not exist Government sewage line. The plumbing and sanitary installation will be in accordance with P. W. D. specifications.

IX. WATER TANK : A common R.C.C./sintex storage water tank will be provided at terrace slab (with sump).

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and the year first herein above mentioned.







 Sd/-





Signed, Sealed and Delivered
by the within named **"VENDORS"**






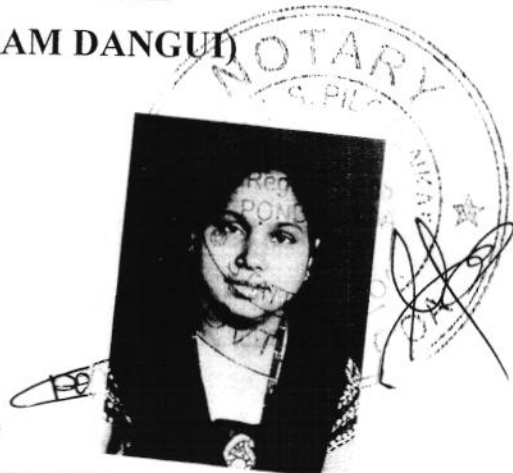




1. _____

(SHRI SITARAM ATMARAM DANGUI)

2. 



(SMT CHAYA SITARAM DANGUI)

Signed, sealed and delivered
By the within named **"PURCHASER"**

3. 



(M/S H. M. BUILDERS AND DEVELOPERS)

(through its Proprietor, SHRI SAIYED ABDUL JABBAR)













By the within named "CONFIF



4.

(SHRI HANUMANT ATMAKAM DANGUD).



5. ~~N~~Damji

(SMT NILIMA HANUMANT DANGUI)

Signed, sealed and delivered

By the within named "CONFIRMING PARTY NO. 2"



6.

(SHRI ABHAY ATMARAM DANGUI)

Handwritten signatures and names:

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- ~~Handwritten signature~~
- Bani
- ~~Handwritten signature~~
- ~~Handwritten signature~~
- MDang
- SDang

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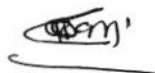
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7. _____
(SMT SUPRIYA ABHAY DANGUI)

In presence of :











NDangui

SDangui



EXECUTED BEFORE ME
WHICH I ATTEST

SATISH S. S. PILGAONKAR
NOTARY
PONDA - GOA
State of Goa (India)
Reg. No. 06/12
Date 11/01/12