



-21-

24. It is specifically agreed and understood that, the OWNERS shall not interfere with or obstruct in any manner with the construction of work for the said project.
25. This agreement shall not to be deemed to constitute a partnership between the OWNERS and the PURCHASER. The PURCHASER shall solely be liable and responsible for any liability in connection with the construction of dwelling units in the said Plot.
26. All the costs of stamping, engrossing and registration of this Agreement and any other paper relating to this Agreement shall be borne by the PURCHASER.
27. The OWNERS have declared and assured the PURCHASER that property is free from all sorts of encumbrances, i.e., mortgage, charges, gifts, wills, exchanges, attachments, injunction notice prior agreement to sell/collaboration agreement and shall also keep the property free from all sorts of encumbrances till the

...22/-



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[Signature]

[Signature]

[Signature]
DIRECTOR



completion of the building, sharing of the respective areas in the new building and registration of their respective areas.

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

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

30. The PURCHASER shall be responsible to obtain the financing for development, construction and completion the project, out of its own funds and/or the funds procured from Banks/Financial Institutions and shall



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[Signature]
DIRECTOR



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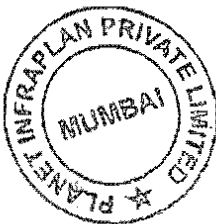
solely be responsible for providing all security and guarantees for such financing. The PURCHASER agrees and shall ensure that all such loans / financial assistance availed by them for the development or construction on the said Property shall be the responsibility of the PURCHASER. The PURCHASER shall be entitled to create mortgage/lien on the said property except the shops/show-rooms to be allotted to the OWNERS. However, the responsibility of payment of any outstanding dues/amount shall vest to in the PURCHASER and OWNERS shall be kept indemnified against any claims.

31. The OWNERS do hereby assure the PURCHASER that the OWNERS have an absolute, valid and marketable title and have absolute right, full power and absolute authority to sell, release, transfer and convey the said plot.

32. The OWNERS have represented that the OWNERS has not created any charge or encumbrances on the said property nor is there any lien, charge or claim on

...24/-

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DIRECTOR



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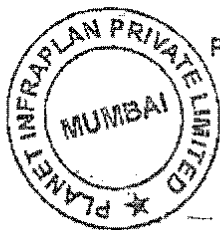
the said plot or any part thereof in the course of Judicial or Quasi Judicial proceedings.

33. The OWNERS have represented that the OWNERS has not entered into any agreement, memorandum of understandings, deed of assignment, deed of transfer or any other kind/s of deed of whatsoever nature, with any other person/persons/body of individuals for the sale or transfer by any other nature of the said plot or any part thereof and that the owner/Seller shall not enter into or deal in any manner whatsoever with the said plot any time in future after the execution of the present agreement for sale cum development.

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

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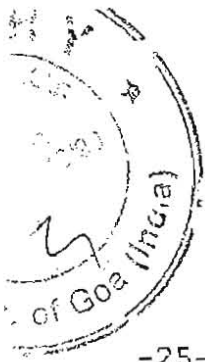
PLANET INFRAPLAN PRIVATE LIMITED



[Signature]
DIRECTOR

[Signature]

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land or any part thereof is proposed for any land acquisition or forest land.

35. Both the parties shall be entitled for the specific performance of the terms and conditions of this agreement and that it is specifically agreed that time is not an essence of the present agreement.

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

37. If any time any dispute or question arises between the parties, touching the meaning, construction or effect of this agreement for sale or any clause or thing therein, whether express or implied or regarding their respective liabilities and rights under the present Agreement of Deveopment Cum Sale or otherwise, then every such



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dispute, doubt or question shall be referred to Arbitratral Tribunal consisting of two Arbitrator one each to be appointed by each of the parties, i.e. the OWNERS and the PURCHASER and the said Arbitratral Tribunal shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 amended up to-date of its application in this context and the place of hearing of the said Arbitratral Tribunal shall be at Mapusa, Goa and it is only the courts in Mapusa, Goa that shall have the exclusive territorial jurisdiction to deal with such questions or disputes.

SCHEDULE- 1

ALL THAT IMMOVABLE PROPERTY known as "CAZRO SORVO" also known as "CAZREACHO SORVO" surveyed under Chalta No. 22 of P.T.Sheet No. 17, situated at Karaswada, within the limits of Mapusa Municipal Council, Taluka and Registration Sub-District of Bardez, North-Goa District, State of Goa, described in the Land Registration Office of Bardez under



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description No. 13446 at page 42 reverse of Book -B, new 35 and is not enrolled in the Taluka Revenue Office of Bardez and is bounded as under:-

East: By road.

West: By road.

North: By road.

South: By property bearing Survey No. 10
of P.T. Sheet No. 1.

SCHEDULE-II

ALL THAT PLOT of land admeasuring and area of 3264 sq. mrs., of an immovable property known as "CAZRO SORVO" also known as "CAZREACHO SORVO" surveyed under Chalta No. 22 of P.T. Sheet No. 17, which is fully described in Schedule-I hereinabove and the said plot which is the subject matter of this present Agreement of Development Cum Sale is depicted in red colour and delineated by letter 'A' in the plan/sketch annexed to this Agreement of Development Cum Sale and is bounded as under:-



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EAST:- By road.

WEST :- By road.

NORTH :- By road.

SOUTH:- By Chalta No. 10 of P.T. Sheet No. 1.

SCHEDULE III

(Schedule of Specifications)

1. Structure:

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

2. Masonry:

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

3. Plaster:

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

4. Flooring:

It will be of ceramic tiles.

5. Windows:

Aluminum glazed sliding window shutter.



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6. Doors:

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

7. Painting:

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

8. Toilet:

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

9. Kitchen Platform:

Kitchen Platform 60 cm in width and 3 mts in length with stainless steel sink approved quality, tiles height above platform is 60 cm and black granite top with khadappa beneath.



...30/-

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10. Electrical Layout:

Electrical installation will be of single phase conduct copper wiring.

In the bedroom - (2) 5 amps, (1) 15 amps, (1) fan and (2) light point.

Living room - (2) 5 amps, (2) light points and
(1) fan points

Kitchen Room - (1) 15 amps, (2) 5 amps, (1) fan and (2) light points.

Bath and W.C - (1) 15 amps, (1) light point

Balconies - (1) light point

11. Roofing:

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

12. Plumbing and Sanitary:

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

13. Water Supply:

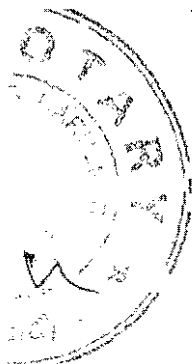
Sump will be provided along with overhead tank on top of the staircase block.

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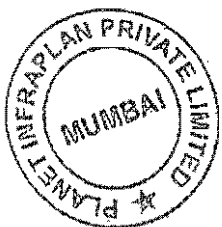
-31-

14. Extra Works:

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

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

...32/-



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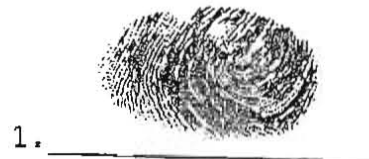
-32-

OWNER NO. 1:-



LEFT FINGERPRINTS

RIGHT FINGERPRINTS



1. _____

1. _____



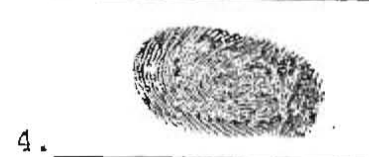
2. _____

2. _____



3. _____

3. _____



4. _____

4. _____



5. _____

5. _____

(MR. WILBUR ANTHONY DE SOUZA)

...33/-



PLANET INFRAPLAN PRIVATE LIMITED

DIRECTOR



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OWNER NO. 2:-



LEFT FINGERPRINTS

RIGHT FINGERPRINTS



(MR. VIRAJ VINOD PHADKE)

...34/-



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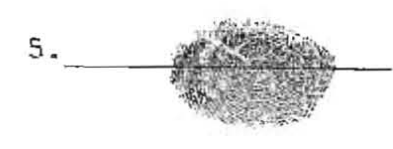
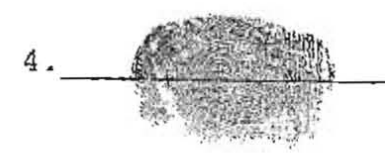
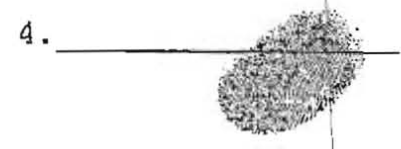
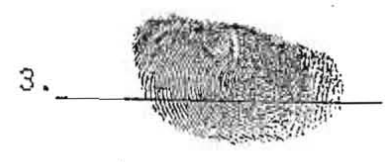
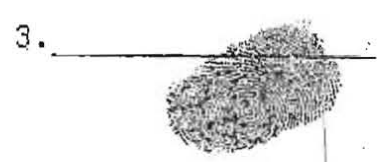
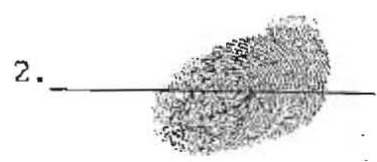
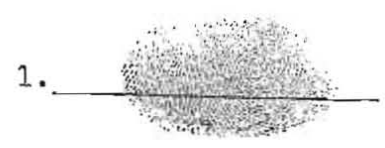


PURCHASER:-



LEFT FINGERPRINTS

RIGHT FINGERPRINTS



Jitendra

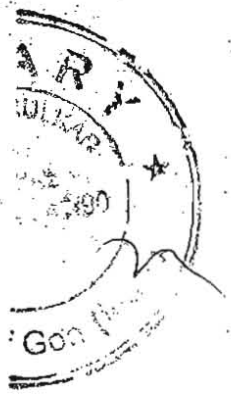
(PLANET INFRAPLAN PVT. LTD., through its Director Mr. Jitendra Govind Dewoolkar)

Jitendra
Dewoolkar




35/
PLANET INFRAPLAN PRIVATE LIMITED


Jitendra
DIRECTOR



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WITNESSES :-

1.  Mr. Abhimanyu Gargaram Sawant

2.  Vinod Phadke



PLANET INFRAPLAN PRIVATE LIMITED



DIRECTOR





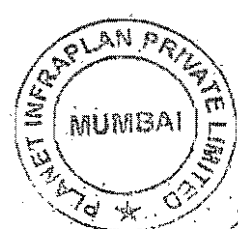


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OWNER No. 1

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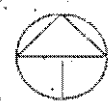
OWNER No. 2



PURCHASER
PLANET INFRAPLAN PRIVATE LIMITED

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DIRECT



PLOT BEARING
CHALTA NO. 22 OF
P. T. SHEET NO. 17

NH-17 ROAD

ROAD WIDENING
LINE

CAR PARKING

ROAD WIDENING
LINE

PROPOSED
BUILDING

40.00

3.00

34.40

11.45

ROAD WIDENING
LINE

PLOT BOUNDARY

ROAD WIDENING
LINE

SITE PLAN



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 14-08-2013 11:47:16 AM

Document Serial Number : 3873




Presented at 11:03:00 AM on 14-08-2013 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	1200000.00
2	Processing Fees	440.00
	Total :	1200440.00

Stamp Duty Required: 300000.00

Stamp Duty Paid: 870000.00




Jitendra Govind Dewoolkar presenter

Name	Photo	Thumb Impression	Signature
Jitendra Govind Dewoolkar, S/o Govind Narayan Dewoolkar , Married, Indian, age 39 Years, Business, r/o 1502, Nec Vikram CHS Ltd., Sahakarnagar, Link Road, Andheri (W), Mumbai-400053 PAN No. [REDACTED] Director of Planet Infraplan Pvt. Ltd., Mumbai			

Endorsements

Executant

1. Wilbur Anthony De Souza, S/o Felix Milagres De souza, UnMarried, Indian, age 20 Years, Business, r/o S-2, Second Floor, Jyoti Apartment, Feira-Alto, Mapusa, Bardez-Goa PAN No. [REDACTED]

Photo	Thumb Impression	Signature
		


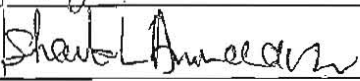
2. Viraj Vinod Phadke, S/o Vinod A. Phadke, UnMarried, Indian, age 24 Years, Business, r/o Flat No. G-1, Building No. D 1, Ashiana, Xelpem, Mapusa, Bardez-Goa PAN No. [REDACTED]

Photo	Thumb Impression	Signature
		

3. Jitendra Govind Dewoolkar, S/o Govind Narayan Dewoolkar, Married, Indian, age 39 Years, Business, r/o 1502, Neo Vikram CHS Ltd., Sahakarnagar, Link Road, Andheri (W), Mumbai-400053 PAN No. [REDACTED] Director of Planet Infraplan Pvt. Ltd., Mumbai

Photo	Thumb Impression	Signature
		

Identification

Sr. No.	Witness Details	Signature
1	Abimanyu Gangaram Sawant, S/o Gangaram Sawant, Married, Indian, age 39 Years, Service, r/o H.No. 6, Kamal Kunj, Tejpal Scheme Road No. 1, Virle-Parle (E), Mumbai-400057	
2	Shaikh Amruddin, S/o Late Shaikh Ismail, Married, Indian, age 68 Years, Retired, r/o H.No. 79/71, Alto, Bela Vista, Sangolda, Bardez-Goa	

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Sub-Registrar
SUB-REGISTRAR
BARDEZ



Book-1 Document
Registration Number BRZ-BK1-03962-2013
CD Number BRZD542 on
Date 14-08-2013

Sub-Registrar (Bardez) **REGISTRAR
BARDEZ**

Scanned By:- *ndhwa*

Signature: *[Signature]*

Designed and Developed by C-DAC, ACTS, Pune

Handwritten:
22/08/13
[Signature]



Certified that this is true Copy
Mapusa on 11/11/2013

[Signature]
P. G. NARULKAR
NOTARY
(Bardez Division)
Mapusa - Goa
Reg. No. 40 / 90

Reg. No. 2235/2013

