



गोवा GOA

Sl. No. 280 Place of Vendr: Margao. Date of Issue: 03/10/18

Value of Stamp Paper: 500

Name of the Purchaser: Tony Fernandes

Residing at: Margao

465195

TONY FERNANDES
Govt. Authorized Stamp Vendor
Licence No. JUDIVEN-LIC/1/2013/AC-1
Shop No. 4, Ave Maria Building,
Margao-Goa Ph: 2731274

Stamp Vendor Signature: [Signature]

Signature of Purchaser: [Signature]



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AGREEMENT

This AGREEMENT is made on this Third day of OCTOBER of the Year Two Thousand and Eighteen (03/10/2018)

[Signatures]

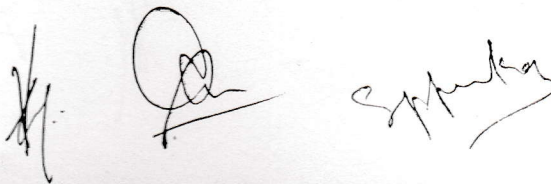
BETWEEN

Shri. VIBHAV P. PARKAR, son of Pundalik Tukaram Parkar, aged 29 years, businessman, Holder of Pan Card bearing No. [REDACTED] and Aadhaar No. [REDACTED] Indian National, resident at House No.1898, Borda, Salcete, Goa, hereafter called "THE FIRST PARTY" (which expression unless repugnant to the meaning or context thereto, shall mean and include his heirs, executors, administrators and/or assigns) OF THE FIRST PART,

AND

VIBHAV REAL ESTATE, a Partnership Firm, duly constituted under the Partnership Act 1932, and registered with the Registrar of Firms, at Margao, with its Office at Borda, Margao, Salcete, Goa, Holder of PAN No. [REDACTED] herein represented by its Partners:

- (a) Shri. VIBHAV PUNDALIK PARKAR, son of Pundalik Tukaram Parkar, aged 29 years, businessman, residing at Borda, Salcete, Goa,
- (b) Smt.SUREKHA PUNDALIK PARKAR, daughter of Dharma Chondru Kurtarkar, aged 61 years, businesswoman,



The firm represented by the Partners hereafter called "THE SECOND PARTY" (which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include firm and all Partners, successors, administrators and assignees) OF THE SECOND PART,

AND

M/s MADANANT CONSTRUCTION GOA PVT. LTD, a duly registered Private Company, having registered Office Opposite St. Joseph Church, Chandor, Salcete, Goa, Holder of Pan Card bearing No. [REDACTED], herein represented by its Managing Director, Shri. SUDIN NAGESH VERENKER, aged 53 years, businessman, hereafter called "THE THIRD PARTY/ CONSENTING PARTY" (which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include its Directors, successors, administrators and assignees) OF THE THIRD PARTY/CONSENTING PARTY and WITNESSES:



[Handwritten signatures]

WHEREAS THE FIRST PARTY and THE THIRD PARTY/ CONSENTING PARTY have jointly purchased undivided rights in the property as a whole bearing Chalta No.8 of P.T. Sheet No.132 of Margao City, comprising the property known as Primeiro Lote of Aforamento of Second Lanco of Gogola (Strip A) which is described in the Land Registration Office of Salcete under No.24933, New, and enrolled under Matriz No.716 (part) and property known as Second Lote of Aforamento of Second Lanco of Gogola (Strip E) which is described in the Land Registration Office of Salcete under No.24934, New, and enrolled under Matriz No.716 (part); admeasuring 8132 sq mtrs more particularly described in SCHEDULE I to this agreement.

AND WHEREAS pursuant to the purchase of the undivided rights in the property, THE FIRST PARTY and THE THIRD PARTY, partitioned the property with the other co-owners and were allotted a Plot admeasuring 6180 sq.mts. which is now surveyed under Chalta No.40 of P.T. Sheet No.132 of Margao City. The Share of the party of the First Part and party of the Third Part/ CONSENTING PARTY in the said Plot of land is 50:50 or equal.

[Handwritten signatures and initials]



AND WHEREAS it is proposed that a building project shall be constructed in the said property bearing Chalta No. 40 of P.T. Sheet No. 132 of Margao City;



AND WHEREAS THE FIRST PARTY does not wish to personally carry out the construction for lack of infrastructure and finance and it is agreed between the parties that the construction of the proposed project in the said property shall be carried out by THE SECOND PARTY and party of THE THIRD PART will carry out the construction independently.

AND WHEREAS the PARTY wish to put their Agreement in writing on the following terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:-

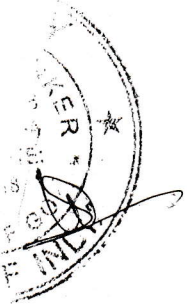
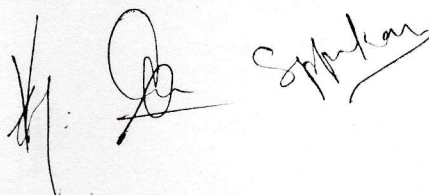
1. With the confirmation of THE FIRST PARTY, it is agreed that THE SECOND PARTY shall develop and construct the proposed building project at the cost of SECOND PARTY, in the property described in the SCHEDULE below;

[Handwritten signatures]

2. THE SECOND PARTY and THE THIRD PARTY is hereby authorized and be entitled to sell and/or agree to sell the premises in the proposed project and/or to enter into any package deal or arrangement for allotment of the premises, at such price and on such terms and conditions as THE SECOND PARTY and THE THIRD PARTY may deem fit and shall also be entitled to receive the monies of such sales;

3. In view of ownership right of THE FIRST PARTY to the property described in Schedule II below THE SECOND PARTY shall retain 70% of sale proceeds towards cost of constructions, administrative, finance, selling expenses post sale maintainance and other costs like license fees, conversion fees, Infrastructure Tax and balance 30% of the sale proceeds be paid to the FIRST PARTY after clearing the loan of Rs. 5.60 Cr advanced by the SECOND PARTY to the FIRST PARTY.

4. THE SECOND PARTY and THE THIRD PARTY shall have full right to obtain the necessary permissions from all authorities, commence, carry on and complete development of the said property;



5. The development and the construction of the proposed project, including the cost of obtaining all permissions and licences, conversion, construction costs, etc.

shall be at the entire cost, expenses and risk and on the entire account of THE SECOND PARTY and THE THIRD PARTY. All finances of the proposed project, shall be provided for and borne by THE SECOND PARTY and THE THIRD PARTY;

6. THE FIRST PARTY shall fully co-operate with THE SECOND PARTY and THE THIRD PARTY and shall sign all papers required to be signed for obtaining all approvals for conversion and development from the Planning and Development Authority, Deputy Collector, Collector, Panchayat Office and all other Government and Semi-Government offices.

7. THE SECOND PARTY and THE THIRD PARTY shall be entitled to issue advertisement in newspapers and in other media in respect of sale of the premises in the proposed project and to offer them for sale as also to erect such advertisement boards in or upon the said Property.



[Handwritten signatures]

8. THE SECOND PARTY and THE THIRD PARTY shall be entitled to enter into separate contracts in their own name with the builder, labour contractor(s), architects and other technical and other consultants for carrying out the construction of the proposed project without any liability to THE FIRST PARTY.

9. It is expressly provided that THE SECOND PARTY and THE THIRD PARTY shall be entitled to charge, mortgage, encumber or offer as security for any loan, any of the premises to be constructed with proportionate right either before or upon completion of construction thereof, provided that THE FIRST PARTY shall in no event be liable in respect of the repayment of such loan. THE FIRST PARTY shall fully co-operate with THE SECOND PARTY and THE THIRD PARTY in the creation of such mortgage, charge or encumbrance including signing all requisite deeds, documents, etc.

10. THE SECOND PARTY and THE THIRD PARTY shall observe and perform all the rules and regulations under various statutes regarding construction and development and agree to indemnify and keep indemnified THE FIRST PARTY from and/or against all and any



[Handwritten signatures]

losses, damages, costs, fines and penalties, and expenses, which THE FIRST PARTY may be put to, incur and/or sustain, by reason of any accident on the site at the time of construction.

11. It shall be the sole responsibility of THE SECOND PARTY and THE THIRD PARTY to comply with RERA Rules and Regulations and to collect and pay the GST and to market the project;

12. It shall be the sole responsibility of THE SECOND PARTY and THE THIRD PARTY to deal with and settle any claim of the future purchasers of premises in the proposed project and/or the claims of contractors and other persons employed at the time of construction, including legal costs, if any at the costs and expense of THE SECOND PARTY and THE THIRD PARTY. However THE FIRST PARTY shall co-operate with THE SECOND PARTY and THE THIRD PARTY fully in the execution of documents to settle such claims.

This arrangement is confirmed by THE THIRD PARTY who is the co owner of the Land.



[Handwritten signature] *[Handwritten signature]* *Spt-kau*

SCHEDULE - I

ALL THAT PROPERTY situated at Margao City of Salcete Taluka, Sub-District, District of South Goa, State of Goa, within the limits of Margao Municipal Council, comprising the property known as Primeiro Lote of Aforamento of Second Lanco of Gogola (Strip A) which is described in the Land Registration Office of Salcete under No.24933, New, and enrolled under Matriz No.716 (part) and property known as Second Lote of Aforamento of Second Lanco of Gogola (Strip E) which is described in the Land Registration Office of Salcete under No.24934, New, and enrolled under Matriz No.716 (part), which are jointly surveyed Chalta No. 8 of P.T. Sheet No. 132 of Margao City, and is admeasuring 8132 sq.mts; the said property as a whole is BOUNDED on the EAST by the Gogol - Aquem Road, on the WEST by a 3 metre wide Road, on the NORTH by the property Second Lanco of Gogola of Comunidade of Margao and on the SOUTH partly by Strip B and partly by Strip F, both of Filipe Ferrao.



[Handwritten signatures and initials]

SCHEDULE - II

All that part and parcel of the Northern part of the property described in Schedule I has been allotted **P.T.Sheet No.132, Chalta No 40** total admeasuring an area of **6180 sq mts**, The PLOT B has been partitioned by virtue of Partition Order and has been allotted Chalta No. 40 of P.T.Sheet No 132 admeasuring 6180 sq mts and is bounded on the East by Gogol Aquem Road; on the West 3.00 mt wide road and North by Chalta No 4 & 5 of P.T.S 132 and the South by Plot A P.T.S 132 CHALTA No. 8 (new).



[Handwritten signatures and initials]

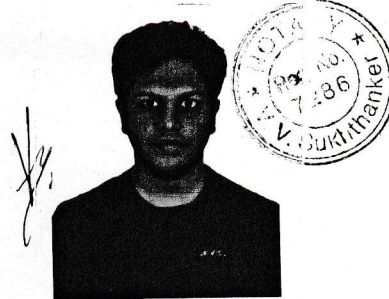
IN WITNESS WHEREOF this Agreement is made on 3rd OCTOBER 2018 the day first above mentioned and the PARTY hereto have affixed their photographs, signatures and finger prints in the presence of Witnesses.

THE FIRST PARTY:

VIBHAV PUNDALIK PARKER



[Signature]



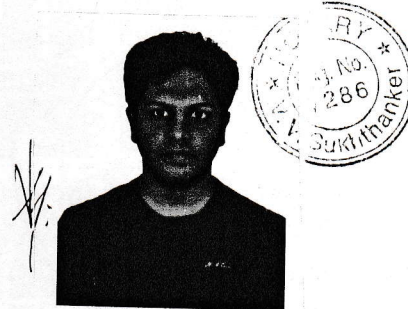
THE SECOND PARTY:

VIBHAV REAL ESTATE

Represented by

(a) VIBHAV PUNDALIK PARKER

[Signature]



(b) SUREKHA PUNDALIK PARKER

[Signature]



[Signature] *[Signature]* *[Signature]*

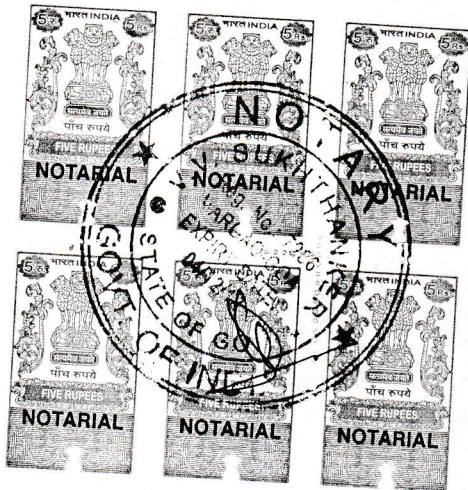
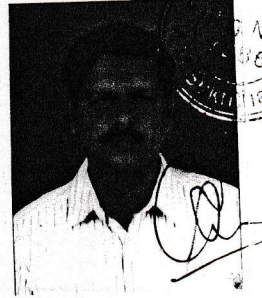
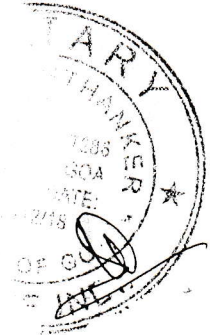
THE THIRD PARTY/ CONSENTING PARTY:

MADANANT CONSTRUCTIONS

(GOA) PVT LTD

Represented by

SUDIN N VERENKER



EXECUTED BEFORE ME
WHICH I ATTEST

V.V. SUKTHANKER
NOTARY
MARGAO-GOA
State of Goa (India)
Reg. No. 6518/18
Date 04/10/2018

WITNESSES:

1) _____

2) _____