

(Rupees Twenty Lakhs Only)

for CITIZEN CREDIT
CO-OP BANK LTD

Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD
E-320, WIIA DE OUREM
PARKU, GOA 403 021

44010

NON JUDICIAL STAMP
JUN 10 2019

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

R. 2000000/- PB6719

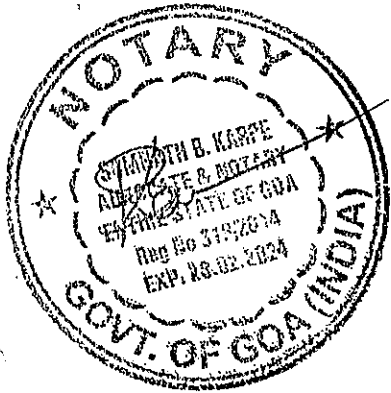
INDIA

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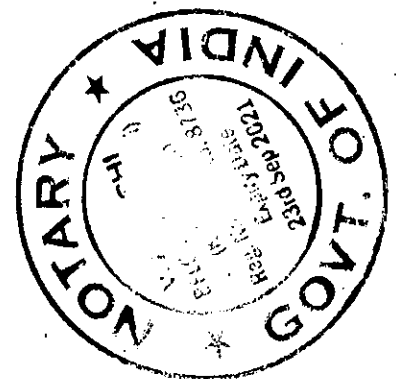
GOA

Name of Purchaser SPICA REALTY

TRUE COPY



St No. 1168/2019
Reg No 1100/2019
dt 12/6/2019
P Reg No 5460



AGREEMENT

(Signature)

(Signature)

(Signature)

(Rupees Three Lakhs Twenty Thousand. ten only)

CITIZEN CREDIT™
CO-OP BANK LTD
S. Shylva
Authorised Signatory.

CITIZEN CREDIT CO-OP BANK LTD
E-320, RUA DE OUREM
PANAJI, GOA 403 001

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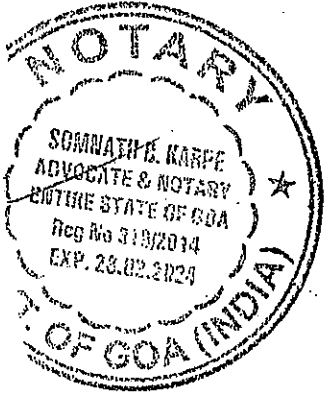


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INDIA STAMP DUTY GOA

Name of Purchaser SPICA REALTY



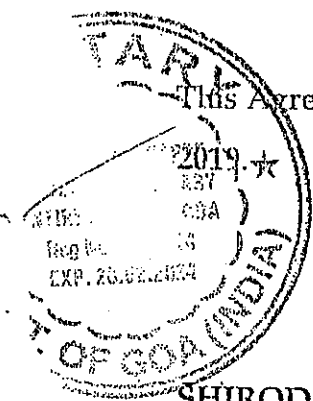
AGREEMENT

[Signature]

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This Agreement is made at Panaji, Tiswadi, Goa on this 12th day of JUNE,

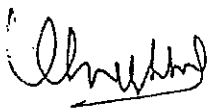


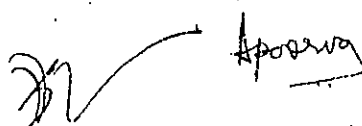
BY AND BETWEEN

SHIRODA INVESTMENTS PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956, (PAN No. _____), having its registered office at Dr. Malbarao Building, Rua Smael Gracias, Panjim- Goa- 403001, represented in this act by **MR. ARVIND AMONKAR**, son of Shri. Shyamsunder Amonkar, aged 62 years, service, Indian National, holding PAN Card No. _____, Aadhar Card No. _____, Mobile No. _____, resident of 313-2, Deul Wada, Marcela, Goa, duly authorized by virtue of a Resolution dated 23.05.2019 taken in the Board of Directors Meeting held; hereinafter referred to as "OWNER" (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns), of the FIRST PART.

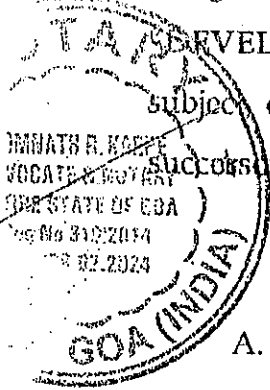
AND

SPIKA REALTY, a Partnership Firm, duly registered under the Indian Partnership Act, 1932, (PAN No. _____), having its registered office at CTS 4824C A1-2 KEC Building 2nd Floor Ayodhya Nagar, Belgaum, 590001, represented in this act by its partners, (1) **MR. KIRTI PRAMOD NERLEKAR**, son of Shri. Pramod Nerlekar, aged 49 years, businessman, Indian National, holding PAN Card No. _____, Aadhar Card No. _____, Mobile No. _____, resident of Plot No. 17, Cross No. 02, Sheshgiri, Adarsh Nagar, Vadgaon, Belgaum, 590005 AND (2) **MRS. APOORVA MURKUMBI**, daughter of Vijaya Wadhwa, aged 46 yrs, businesswomen, Indian National, holding PAN Card No. _____, Aadhar Card No. _____, Mobile No. _____, resident of H. No. C-1501, Beawmonde Appasaheb Marathe


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Marg, Prabhadevi, Mumbai, 400025; hereinafter referred to as "DEVELOPER", (which expression shall unless it be repugnant to the subject context or meaning thereof be deemed to mean and include its successors and assigns), of the SECOND PART.



A. WHEREAS there exists a property known as "Varzea Cotta Shetta" alias "Varzea Cotta Xetta" described in the Land Registration Office of Ilhas, Panaji under Description No. 1647 at pages 207 overleaf of Book B 19 new and registered in the Taluka Revenue Office under No. 89 and is surveyed in the records of right of City Survey of Panaji under Chalta No. 2 of P.T. Sheet No. 119. The said larger property is better described in Schedule I hereunder and shall hereinafter be referred to as the said "Larger Property".



B. AND WHEREAS the said larger property was originally owned and possessed by one Mr. Xavier de Assuncao Martins and his wife Mrs. Alba Godinho.

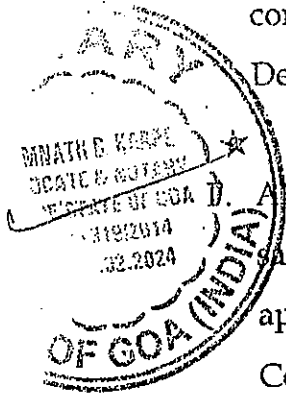
C. AND WHEREAS by Deed of Gift dated 07/06/1971 executed at Panaji in the Office of Sub Registrar of Ilhas, under No. 488 at pages 291 to 298 of Book No. 1, Vol. No. 55 dated 06/08/1971, Xavier de Assuncao Martins and his wife Mrs. Alba Godinho gifted the said property to Aleixo Xavier Martins.

D. AND WHEREAS said Aleixo Xavier Martins was married to Maria Theresa Rosario Pinto under the regime of communion of assets.

E. AND WHEREAS upon acquisition of rights to the said larger property, said Aleixo Xavier Martins sub-divided the said larger

[Handwritten signatures]

property into various plots after obtaining permissions from the competent authority namely Town and Country Planning Department and erstwhile Panjim Municipal Council.



AND WHEREAS upon completion of the development of the said larger property in terms of the approved plan duly approved by the competent authorities, Final No Objection Certificate came to be granted by Panjim Municipal Council vide Certificate No. PMC/TS/152/79 dated 15/01/1979.

G. AND WHEREAS two plots namely Plot No. 18 and 19 are part of the said development / sub division undertaken by said Aleixo Xavier Martins and his wife Maria Theresa Rosario Pinto which plots shall hereinafter be referred to as the "said plots".

H. AND WHEREAS by a Deed of Sale dated 18/10/1980, registered before the Sub Registrar of Ilhas under No. 69 at pages 86 to 95 of Book I, Vol. No. 177 dated 14/01/1983, executed between Aleixo Xavier Martins and his wife Maria Theresa Rosario Pinto in favour of the Owner herein, said Aleixo Xavier Martins and his wife Maria Theresa Rosario Pinto sold and or conveyed the said plots identified as Plot No. 18 and 19 in favour of the Owner herein.

I. AND WHEREAS upon purchase of the said property, the Owner herein became absolute Owner in possession in respect of the said plots.


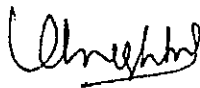
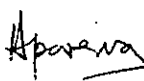
J. AND WHEREAS after purchase of the said property, name of the Owner remained to be included in the survey records in respect of the said plots, as such, by an application filed by the Owner before the Inspector of City Survey, the Owner herein

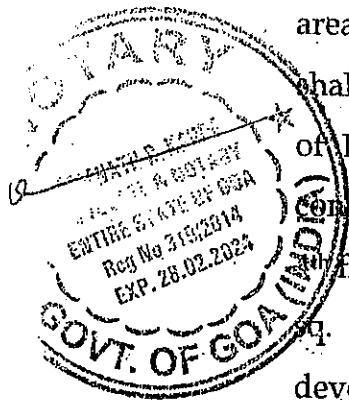
applied for confirmation of the said plots in the name of the Owner herein and Inspector of City Survey upon conducting necessary inquiry vide Order dated 17/05/2012 passed in Case No. Chalta No. 2 (Part) P. T. Sheet No. 119 of Panaji City confirmed the said plots in favour of the Owner herein and allotted a distinct and independent survey number to the said plots namely Chalta No. 70 of P. T. Sheet No. 119 and came to be recorded in the name of the Owner herein. As such the 'Owner' is absolute Owner in possession in respect of the said plots. The said plots No. 18 and 19 are better described in Schedule II and are delineated in the plan annexed hereto in green hatched lines and for the sake of convenience shall hereinafter be conjointly referred to as the "said plot".

K. AND WHEREAS the Developer herein has approached the Owner and has expressed its willingness to develop the said plot as the same is located at the prime location at Miramar within the limits of Corporation of the City of Panaji and in that context the Developer initiated negotiations with the Owner to develop the said plot and after various meetings and deliberations the Owner and the Developers agreed that the Owner shall entrust the development of the said plot to the Developer and the Developer shall develop the said plot upon obtaining all the relevant permissions from the competent authorities and develop the said plot by setting up there in a multi storied building which would cater to commercial as well as residential needs.

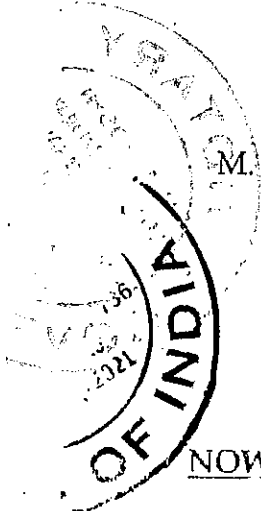
L. AND WHEREAS it is agreed between the parties that the Developer shall develop the said plot out of his own funds and set up a multi storeyed building in terms of the plans to be approved by the Developer with an understanding that upon

construction of a building thereon, the Developer shall allot to the ownership of the Owner four floors having a super built up area of 2200 sq. mtrs. to be constructed in the said plot which shall be constructed by the Developer in terms of the provisions of Building Bye Laws and the balance built up area to be constructed by the Developer in the said plot namely 2nd floor, 3rd floor, 6th floor and 7th floor having super built up area of 2380 sq. mtrs. shall be retained by the Developer towards the development cost incurred by the Developer for undertaking development in the said plot.



M. AND WHEREAS based on the said understanding, the parties hereto have entered into this agreement on terms and conditions hereinafter stipulated.



NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

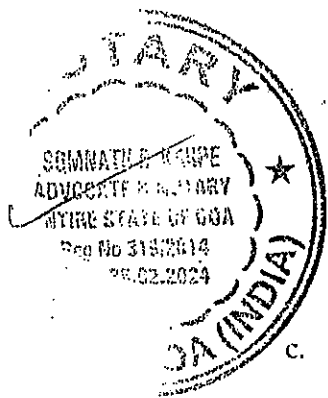
DEFINITIONS:

In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

- a. "Authority" means any statutory or governmental authority whether local or state or central from and/or with whom registration, approvals, authorizations, licenses, permissions, consents, no objection certificate are or will be required for purposes of construction and/or development of the New Building on the Property as well as for the sale, occupation and use of the New Building.

[Handwritten signatures of three individuals]



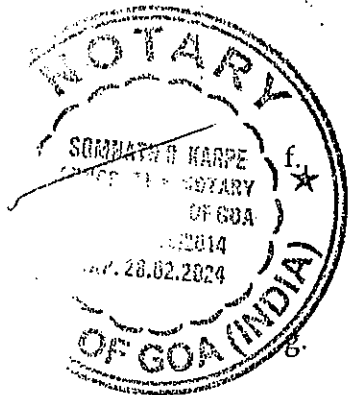


b. "Applicable Laws" means and includes any applicable central, state or local law, statute, ordinance, rule, regulation, code, bye-law, government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority.

c. "Approvals" or "Development Approvals" means and includes all approvals, sanctions, permissions and licenses form or filings with any government or other competent Authority or otherwise required for development, construction, completion and occupation of the New Building to be constructed on the Property in terms of this Agreement.

d. "Common Amenities" in the New Building shall include stairways, lifts, lobbies, open car parking, Swimming Pool with filtration plant/temperature control, entrances, exit/gates, security cabin, passage-ways, driveways, fire escapes, common basements, terraces, garden, pathways, shafts/ducts, drains, sewers, pits, machine Power backup for lift and common areas, CCTV Surveillance in the common areas, terraces, room, store room, caretaker room, electric/generator/transformer/meter or other equipment room, common toilets, other spaces, water tanks/reservoirs, pumps, motors, tube-wells, pipes, plumbing, water tank, water filtration plant, foundation, columns, association office, supports and facilities whatsoever required for the use, enjoyment, establishments, locations, maintenance and/or management of the New Building and/or the common facilities or any of them as the case may be, provided.

e. "Development" shall mean and include all works pertaining to the construction, completion and occupation of the New Building on the Property.



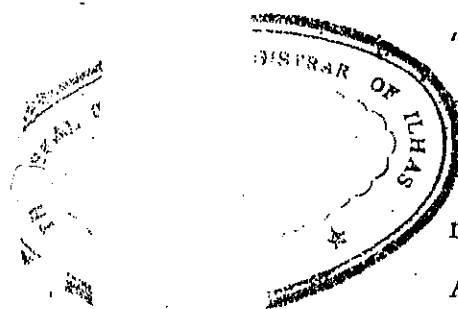
f. "Development Cost" shall mean and include all such cost incurred towards the Development of the Property.

"Developer's Area" shall mean 2380 sq. mts. of the total constructed built area comprising of Residential Area and the Commercial Area along with proportionate Common Amenities in the New Building and more particularly described at Item No. B in Schedule-III hereunder and delineated in the plan annexed hereto in red shading.

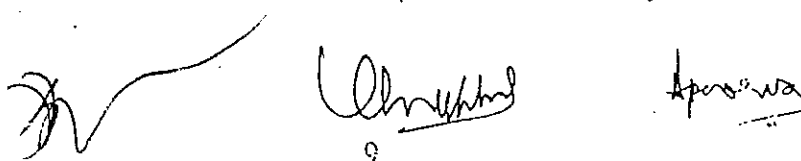


h. "Execution Date" means the date of execution of this Agreement.

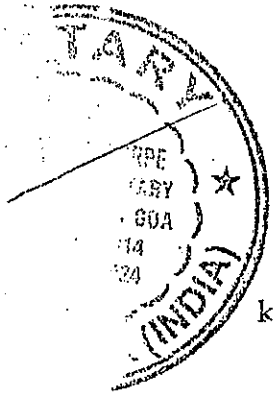
"New Building" shall mean and include the building consisting of basement, ground plus seven upper floors to be constructed by the Developer on the Property for residential use and commercial use along with Common Amenities and spaces for the New Building and/or the Units.



j. "Owners' Area" shall mean 2200 sq. mts. along with the parking areas to the exclusive ownership of the Owner and also two units, each unit comprising of 60 sq. mts. of built up area to be used by the Owner as servant quarters and driver quarters of the total constructed built area comprising residential premises and the commercial premises along with proportionate Common Amenities in the New Building and more particularly described at Item



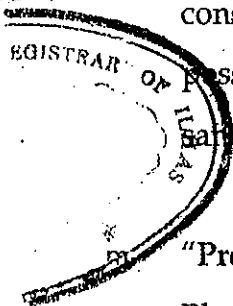
No. A in "Schedule-III" hereunder and delineated in the plan annexed hereto in green shading. The Developer shall allot to the exclusive ownership of the Owner two units, each unit comprising of 60 sq. mts. of built up area to be used by the Owner as servant quarters and driver quarters.



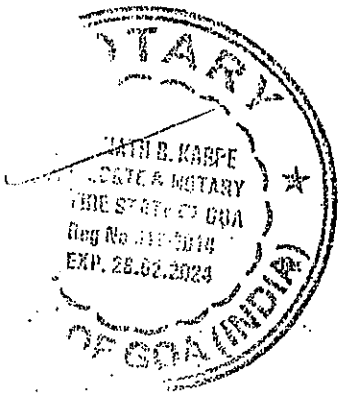
k. "Plan" or "Building Plan" means the building plans and shall include all amendments and/or modifications thereon sanctioned by the competent Authority required for construction, completion and occupation of the New Building.



l. "Project" shall mean and include the development of the Property by constructing the New Building consisting of basement, ground plus seven upper floors comprising of residential Units and Commercial Units by utilizing and consuming the Free Space Index (FSI) to the extent possible in accordance with the applicable laws and sanctions.



m. "Property" means and includes all that piece and parcel of Plot no. 18 admeasuring 495 sq. mts, Plot no.19 admeasuring 953 sq. mtrs. The total area of the said plot no. 18 and 19 as per the survey records is 1403 sq. mtrs. The said plot no. 18 is bounded on the north by plot no. 13 and by 10 meters wide internal road. On the East by 10 meters internal road. On the south by plot no. 19 and on the west by plot belonging to Shri. Damodar Mangalgi and by plot no. 13. The said plot no. 19 is bounded on the north by the plot no. 18 and part of plot belonging to Shri. Damodar Mangalgi; on the south by 15 mtrs wide road abutting to Dhempe College; on the east by 10 meters



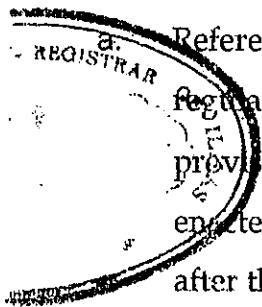
internal road and on the west by part of the plot belonging to Shri. Damodar Mangalgi and 15 mtrs wide road.

"Purchaser/s" shall mean a person/s and/or his nominee to whom any Unit in the New Building has been agreed to be transferred.

- o. "Unit" shall mean the flat/apartments/Commercial units in the New Building being constructed on the Property capable of being exclusively occupied and enjoyed independently including the proportionate share of the Common Amenities attributable to the said Unit.

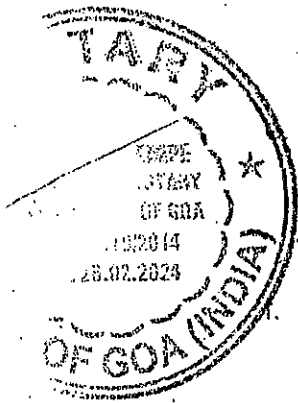


INTERPRETATION:



References to any statute or statutory provision or order or regulation made thereunder shall include the statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.

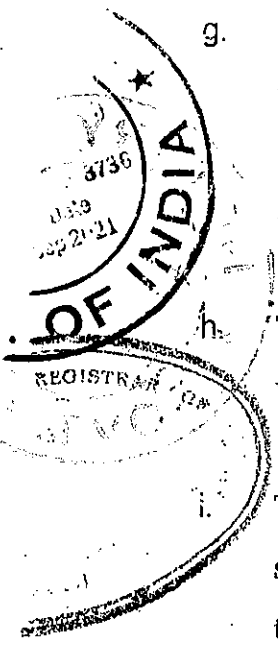
- b. References to the laws of India include the applicable laws of the State of Goa.
- c. References to any person shall include body corporate, unincorporated associations, partnerships, trusts and any organization or entity having legal capacity.
- d. Reference to the words of either gender shall include the other gender.



References in the singular shall include references in the plural and vice versa.

The articles hereto and headings, sections and titles in this Agreement are inserted for convenience only and shall not be taken into consideration in the interpretation or construction of this Agreement.

- g. References to Recitals, Schedule, Annexure, Clauses etc. unless the context otherwise requires, means reference to the recitals, Schedule, annexure, articles, clauses of this Agreement.

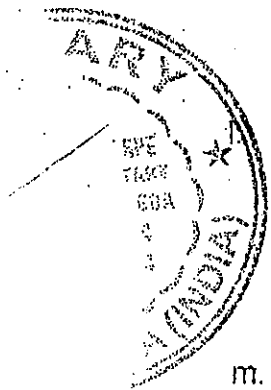


- h. The words "include" and "including" are to be construed without limitation.

The expressions 'hereunder', 'hereto', 'herein', 'hereof' and similar expressions relate to this entire Agreement and not to any particular provision thereof.

- j. The Schedules and Annexures form an integral part of this Agreement and shall be of full force and effect as though they were expressly set out in the body of this Agreement. In case of any conflict between the Annexure and this Agreement, the terms of this Agreement shall prevail.

- k. The recitals as contained hereinabove shall form an integral and operative part of this Agreement as if the same are set out herein verbatim.



Any undertaking by any of the Parties hereto not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.

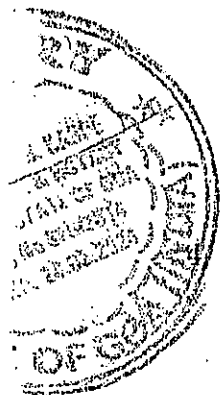
m. References to this Agreement or any other document shall, where appropriate, be construed as references to this Agreement or such other document as varied, supplemented, novated and/or replaced in any manner from time to time.

n. Notwithstanding anything to the contrary, any time limits specified in any provision of this Agreement, within which any Party is required to perform any obligations or complete any activity, shall be extended on the mutual consent of the Parties by such period as may be required to comply with its obligation, provided, that, the Party that is required to comply with such obligation shall act in good faith take all necessary steps to ensure compliance within the minimum time possible.

o. References to "construction" include, unless the context otherwise requires, design, development of land, engineering, procurement, delivery, transportation, installation, processing, fabrication, equipping, establishment, testing, commissioning and other activities incidental to the construction.

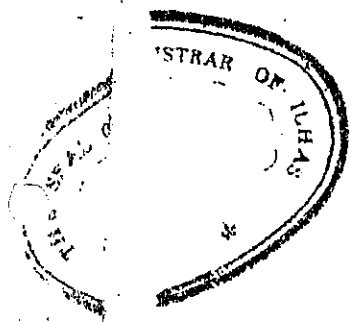
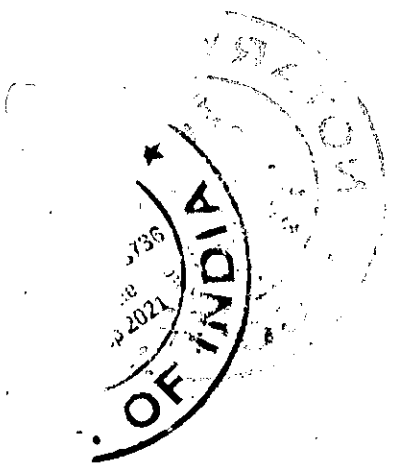
3. COMMENCEMENT

Unless stated to the contrary, this Agreement shall come into effect as on the date of execution of this Agreement.



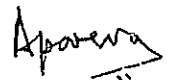


GRANT OF DEVELOPMENT RIGHTS

a) In pursuance of the understanding arrived between the Owner and the Developer, the Owner hereby agrees to grant unto the Developer, free from all encumbrances, claims and demands and with a clear and marketable title, the full, complete and exclusive right to develop the said plot better described in Schedule II hereto by constructing thereon a multi storeyed Building comprising of Basement, Stilt + Eight (8) floors meant to be used for residential and commercial use by consuming the maximum FAR available in terms of Goa Building Regulations / bye laws, and in accordance with the plans duly sanctioned by North Goa Planning and Development Authority and Corporation of the City of Panaji and any other competent authorities subject to the Developer allotting four floors in the proposed building, having total super built up area of 2200 sq. mtrs. along with the parking areas to the exclusive ownership of the Owner and also two units, each unit comprising of 60 sq. mts. of built up area to be used by the Owner as servant quarters and driver quarters, in lieu of the developmental rights agreed to be granted by the Owner to the Developer.

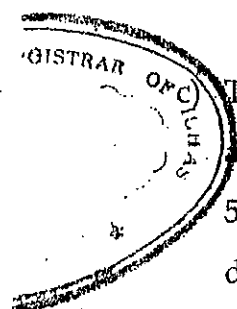


b) It is agreed between the parties that the Developer shall allot in all four no. of floors in the said building to the exclusive use and ownership of the Owner namely 1st floor having an area of 595 sq. mtrs., 3rd floor having an area of 595 sq.mtrs, 5th floor having an area of 595 sq.mtrs and 8th floor having an area of 415 sq.mtrs. along parking areas and two units, each unit comprising of 60 sq. mts. of built up area to be used


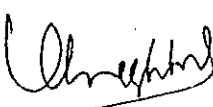
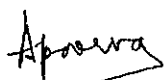
  

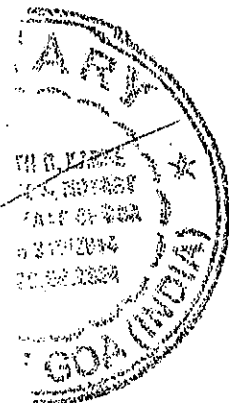


by the Owner as servant quarters and driver quarters. The areas located on the 2nd floor, 4th floor, 6th floor and 7th floors each floor comprising of an area of 595 sq.mtrs shall stand allotted to the Developer as the consideration payable to the Developer towards cost of development of the Property. The area more particularly the area on the 1st floor, 3rd floor, 5th floor and 8th floor agreed to be allotted by the Developer to the Owner is depicted in the plan annexed hereto in green shading at Annexure B and is better described in Schedule III hereto which shall form an integral part of this agreement. The area agreed to be allotted to the Developer situated on the 2nd floor, 4th floor, 6th floor and 7th floor totaling to 2380 sq.mtrs or thereabout is better depicted in the plan annexed hereto in red shading at Annexure B and is described in Schedule III hereto. The plan annexed hereto shall form an integral part of this agreement.



The Owner have expressed to the Developer that upon allotment of the said built up area on the 1st floor, 3rd floor, 5th floor and 8th floor, the Owner would be interested in disposing and or selling the area allotted to them on 3rd floor which comprises an area of 595 sq.mtrs and an area of 195 sq.mtrs located on the 5th floor. Upon negotiations between the Owner and the Developer, the Developer has expressed his willingness to buy out the said area from the Owner and upon mutual negotiation, the Owner and the Developer have agreed to sell the said area situated on the 3rd floor having an area of 595 sq.mtrs and an area of 195 sq.mtrs situated on the 5th floor in favour of Developer for a total consideration of Rs.8,00,00,000/- (Rupees Eight Crores Only) which consideration the Owner has called upon the



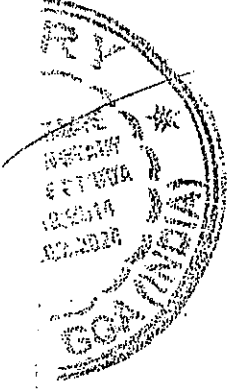
Developer to pay to the Owner at the time of execution of the present agreement.

d) The Developer has agreed to effect payment of the said sum of Rs. 8,00,00,000/- (Rupees Eight Crores Only) as requested by the Owner so as to enable the Owner to settle the loan amount due and payable by the Owner to The Madgaum Urban Co-operative Bank Ltd. An amount of Rs. 2,30,72,543/- (Rupees Two Crores Thirty Lakhs Seventy Two Thousand Five Hundred Forty Three Only) as such is being paid by the Developer to the Owner by Demand Draft bearing No. 487644 dated 06/06/2019 drawn on HDFC Bank, Worli Sandoz House, Mumbai Branch drawn in favour of The Madgaum Urban Co-operative Bank Ltd., so that the security created by the Owner in respect of the said plot with The Madgaum Urban Co-operative Bank Ltd. can be discharged. Towards balance amount of Rs. 5,69,27,457/- (Rupees Five Crores Sixty Nine Lakhs Twenty Seven Thousand Four Hundred Fifty Seven Only) the Developer has issued a Demand Draft bearing No. 487645 dated 06/06/2019 drawn on HDFC Bank, Worli Sandoz House, Mumbai Branch in favour of the Owner, receipt of which the Owner do hereby acknowledge.

e) It is further agreed between the parties that in the event there is an increase in the Floor Area Ratio in respect of the said plot as a result of which the Developer could construct more than eight floors in the said project, in that event, it is unanimously agreed that notwithstanding the number of Floors which may be constructed over and above the eight floors, the Owner shall be allotted the top most floor of the building to be constructed in the said plot. The Developer



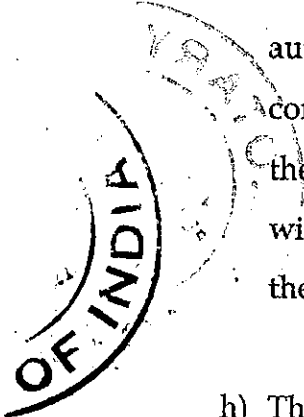
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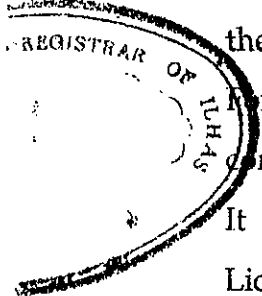
agrees and undertakes and further covenant that the topmost floor in the said building to be constructed in the said plot shall stand allotted to the Owner exclusively.

f) The name of the project shall be mutually agreed between the parties to this agreement.


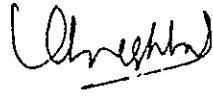
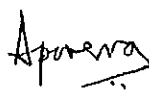
g) It is agreed between the Parties that the Developer shall undertake the development activities including preparing of plans, obtaining permissions from all competent authorities, engaging architects, engineers, valuers, contractors, and constructing a building thereon to utilize the maximum FAR of 200 at its own cost and expenses without there being any liability of whatsoever nature upon the Owner.

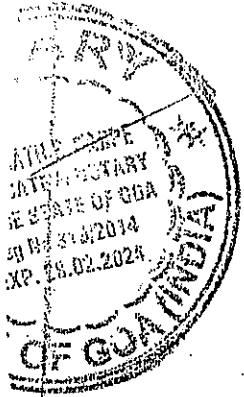


h) The construction of the said project shall be completed by the Developer complete in all respects within a period of 48 months from the date of obtaining the construction licence from the Corporation of City of Panaji. It is agreed between the parties that the Construction License and all permissions and or approvals shall be obtained by the Developer from all competent authorities within a period of 4 months from the date of execution of this agreement, time being the essence of contract.



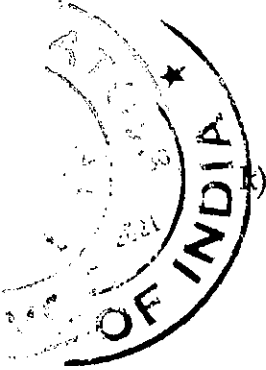
i) It is further agreed between the Parties that the Developer shall hand over possession of the Owner area of the built up area agreed to be allotted to the Owner within a period of 48 months from the date of obtaining the construction license, complete in all respect failing which the Developer shall be liable to pay to the Owner a compensation calculated at the




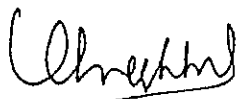
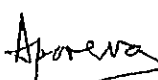
rate of 7% p.a simple interest on the amount computed at Rs.1,00,000/- per sq.mtr. of unallotted Owner's area till the date possession of the same is handed over complete in all respect by the Developer to the Owner.

- j) The Owner shall be absolutely entitled to the Owners' Area allotted to the Owner under this Agreement and it shall be at liberty to sell, transfer, convey and assign the Owners' Area or any part thereof to any purchaser/s for consideration, as it may deem fit without any intervention from the Developer.



- k) The Owner shall extend all the necessary co-operation to the Developer as maybe required by the Developer in order to enable the Developer to obtain all the necessary clearances to undertake and complete the construction of the New Building as well as sell any part of the Developer's area to such third parties as the Developer may deem fit provided that the cost of obtaining such permissions and or clearances shall be borne by the Developer.

- l) The Developer shall, for carrying out the development of the said Property, be entitled to and have the right to use and have the benefit of all the approvals, permissions, sanctions, orders, exemptions, clearances and NOCs which have been obtained by the Owner in respect of the said Property, its development and transfer. The Developer shall be entitled to and shall have the liberty to apply for and obtain, any modifications or amendments thereto to those which the Developer may obtain hereafter, and / or any extensions, renewals, revalidations, and / or reinstatements thereof and the Developer shall have the right and liberty to

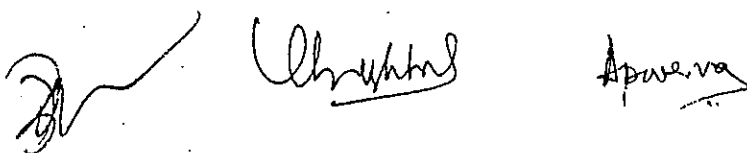
apply for and obtain all or further or other approvals, permissions, sanctions, orders, exemptions, clearances and NOCs from all concerned authorities from time to time, in respect of and in pursuance of this Agreement and the Owner shall render its full assistance and co-operation to the Developer, and shall execute a Power of Attorney in favour of the Developer / its partners.

m) If at any time and for any reason, including in pursuance of a survey carried out by any government office and / or any other authority, the area of the said Property increases from the area mentioned herein, then such increased area shall be deemed to be included in and form part of the said Property from the date hereof, and the Developer will hand over to the Owner their proportionate share in the increased area and parking spaces. Accordingly, this Agreement and all documents related to the same, including the Power of Attorney executed by the Owner in favor of the Developer simultaneously with the execution hereof, shall relate and be deemed to relate to such increased area.

n) All the outgoings, rates, cess, charges, etc. in respect of the said Property up to the date of this Agreement shall be the responsibility of the Owner.

o) On the date of execution of this Agreement, the Owner shall have:

p) empowered and authorized the Developer to carry out development in the said plot by constructing thereon a multi storeyed building.



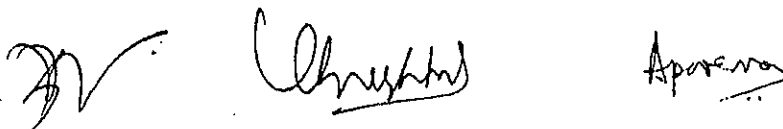
q) Power of Attorney containing such powers and authority as are or maybe necessary or required for the development of the Property, and for exercising all or any of the Developer's rights, powers and privileges under this Agreement.

r) The Owner has kept in Escrow with Mrs. Apoorva Murkumbi, a partner of the Developer herein, the original Deed of Sale dated 18/10/1980 by virtue of which the Owner acquired right to the said plot with a clear understanding that this document is kept in Escrow with Mrs. Apoorva Murkumbi on clear instructions that upon completion of the said project and upon handing over possession of the built up area to be allotted to the Owner under this agreement, the said Deed of Sale dated 18/10/1980 shall be handed over by Mrs. Apoorva Murkumbi to the Developer. In the event, the Agreement is terminated by either of the parties for whatsoever reasons, the Original Deed of Sale dated 18/10/1980 which is kept in Escrow with Mrs. Apoorva Murkumbi shall be handed over by said Mrs. Apoorva Murkumbi to the Owner within a period of 3 days from the date of such termination. Failure on the part of Mrs. Apoorva Murkumbi to comply with the stipulations contained in this clause would amount to violation of the instructions issued by the Owner to Mrs. Apoorva Murkumbi who has agreed to act as an Escrow Agent in that regard. The said Mrs. Apoorva Murkumbi hereby undertakes and agrees to abide by the instructions referred to hereinabove given by the Owner.

5. COMPLETION OF THE PROJECT:

- a. It is mutually agreed that the Developer shall complete the construction within 48 (Forty-eight) months from the date of obtaining the construction licence from Corporation of City of Panaji, time being the essence of this Agreement. The completion as referred to in this clause shall also include issuance of the completion certificate by the competent authority certifying that the New Building has been completed in terms of the specifications agreed;
- b. In the event, the Developer for whatsoever reason except force majeure is unable to go on with the construction and development work of the said project and or the construction work and development work of the said project is stalled or has come to stand still for more than 6 months continuously, the Developer shall have right to receive compensation for the work undertaken by it from the Owner computed at the rate of Rs. 11,000/- per sq.mtr of RCC framework, and at the rate of Rs. 19,000/- per sq.mtr of RCC with brickwork and if at stage of finishing beyond stage of RCC with brick work computed at the rate of Rs. 25,000/- per sq.mtr. The termination by Owner shall take effect only after the Developer is paid by the Owner in full in terms stipulated herein.
- c. It is further agreed between the parties that in the event the construction and the development work is stalled due to force majeure which may include war, shortage of building material in the market, issuance of any notice, order, rule, notification by the Government or of any other public authorities or a local body or authority, or any court of law (not attributable to the Owner), the time spent in case of such force majeure shall be excluded for the purpose of


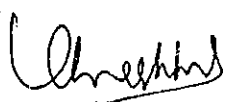


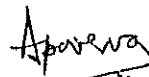
computation of the time stipulated in this agreement provided however that in the event, the force majeure and or the reasons and or the conditions stipulated in this Clause continues for more than a period of 6 months, the Owner shall have an option to terminate this agreement and upon such termination the Developer shall no right of whatsoever nature except to receive compensation for the work undertaken from the Owner computed at the rate of Rs. 11,000/- per sq.mtr of RCC framework, and at the rate of Rs. 19,000/- per sq.mtr of RCC with brickwork and if at stage of finishing beyond stage of RCC with brick work computed at the rate of Rs. 25,000/- per sq.mtr.

d. It is agreed between the parties that the nature of the work completed as on the date of such termination and or the value of the work completed by the Developer shall be evaluated by appointing Shri. Paresh Gaitonde, Engineer who shall evaluate the work done at site and give his report based on which the stipulations contained in the foregoing clause shall be complied by the parties.

6. RIGHT TO ENTER

- a. The Owner is in possession and enjoyment of the Property. The Owner hereby authorizes the Developer and its employees, agents, representatives, etc. to enter upon the Property to undertake any activities as maybe necessary to complete its obligations under this Agreement..
- b. The Owner shall always be entitled to inspect the progress of the work and type of work which is being executed in the



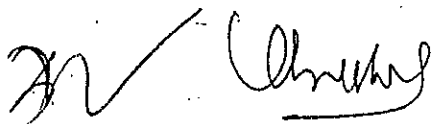
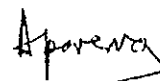
Property. The Owner hereby authorizes and empowers the Developer to develop the Property and the same shall not be revoked till the completion of the proposed development and sale of the New Building as agreed and declared accordingly, except in case of cancellation or repudiation of this Agreement.

- c. The Owner shall permit the Developer, its employees, agents, representatives, etc. to enter upon the Property for the purpose of the development after signing of this Agreement.

REAL ESTATE (REGULATION AND DEVELOPMENT) ACT,

- a) The Developer hereby agrees that it shall register the Project in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder as applicable. It is further agreed between the Parties hereto that the Developer shall comply with all the provisions of the said Act and Rules, as applicable and shall be solely liable and responsible to comply with the provisions of RERA and other statutory laws.

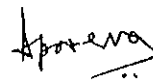
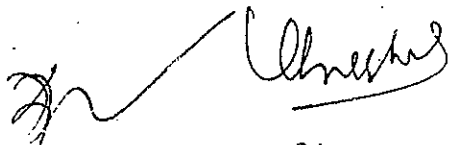
- b) The Developer hereby covenant that the Owner shall not be held responsible for any acts of commission and or omission by the Developer at the time of construction and or completion and or sale of the built up area in the said plot to any third party and or to any authority constituted either under Real Estate Regulation and

Development Act 2016 or to any Court of Law. The Developer hereby indemnifies and keep the Owner indemnified against such claims, demands, impositions of fines or any third party claims in regard thereto and undertake to settle all such claims arising either under Real Estate Regulation and Development Act 2016 or under any other statute at its own cost and responsibility without there being any liability on the Owner.

8. CONSTRUCTION AND DEVELOPMENT

- a. It is agreed and understood that the entire Development Cost (including the cost and expenses for preparing the modified Building Plans and obtaining the Development Approvals and all other permissions required for commencement and completion of the Project) shall be borne by the Developer.
- b. The Developer shall engaged the Architect of its choice who shall prepare all the necessary plan/Drawings/Design for the construction of the New Building and the Developer shall be responsible to submit the same to the concerned authorities for sanction and license of plan and secure the plan sanction. The Developer shall be responsible and shall bear all the expenses for preparing and obtaining necessary licenses and sanctioned plan.
- c. The Developer will be entitled to modify the plan already submitted if required by any statutory authority, without

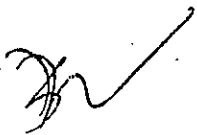
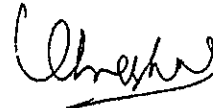
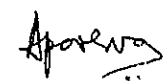


materially altering the entitlement of the Owner without any prior written permission from the Owner.

d. All the expenses, end costs which may have to be incurred in connection with the preparation of plans, drawings, estimates etc., and / or obtaining clearances and sanctions for the plan and also the entire cost of construction and development of the Property, the cost of providing the amenities, services and facilities and the fittings and fixtures thereon including the fee payable to the Architects, Engineers, Contractors and other staff and workmen shall be solely borne by the Developer.

e. In case of disputes between the Developer and their contractor, architects, engineers and other workmen and suppliers of materials and other persons for the development in the said plot, the same shall be fully settled by the Developer who shall also be liable and answerable for their claims if any. In case of any accidents or injury or death occurring during the course of the construction period to any workmen in the Property, the Developer will solely be responsible. The Owner shall have no liability to any extent in this behalf.

f. While carrying the development of the Property by constructing the said New Building, the Developer shall alone be responsible for the liability of E.S.I, P.F./, Workmen scheme Act and all other statutory liabilities to the workers and the other employed by the Developers and the Developers shall indemnify and keep indemnified the Owner in respect of all the claims made in that behalf.

2. DELIVERY OF POSSESSION

Subject to what is stated hereinabove, the Developer agrees and understands that timely delivery of possession of the Owner area in New Building is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to endeavor to hand over possession of the Owner's area within a period of fifteen (15) days, from obtaining Occupancy Certificate from the competent authorities for the same.

The Developer, upon obtaining the occupancy certificate from the competent authority, shall offer in writing the possession of the Owner's Share, to the Owner in terms of this Agreement. The Developer on its behalf shall offer the possession to the Owner in writing within (fifteen) 15 days of receiving the occupancy certificate of the Project.

b. Upon receiving a written intimation from the Developer as per clause 9 (a), the Owner shall take possession of the Owner's Share from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Owner's Share to the Owner. The Owner/its assign undertakes to pay / deposit with the Developer / such other association / Society / entity as may be formed or into the account created to tend to maintenance and payment of other common outgoings as called upon, in respect of area occupied by it/its assigns.

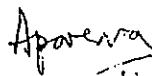
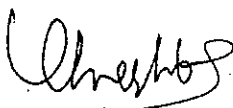
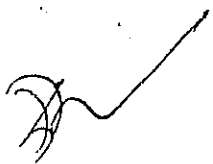
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c. After obtaining the occupancy certificate and handing over physical possession of the Owner's Share to the Owner, it shall be the responsibility of the Developer to hand over all the necessary documents and plans, including common areas, to the Owner or the competent authority, as the case may be, as per the local laws.

d. The Developer covenants and undertakes that the Developer shall not be entitled to give possession of the built up area in the said building to anyone else including the Purchaser of the built up area in the said project or allow anyone else to occupy or use any part of the said project on any basis whatsoever, unless and until it has prior thereto completed the construction of the Owner's area, complete in all respect and has handed over possession of the Owner area to the Owner complete in all respect.

It is agreed between the Parties that upon completion of the New Building, the Developer shall not hand over possession of the built up area to any third party prior to handing over possession of the Owner's Area to the Owner. It is further agreed that in all such agreements entered into Developers with its prospective Purchasers, the Developer shall specifically insert the clause informing such purchasers that the possession in respect of the built up area shall be first handed over by the Developer to the Owner and thereafter to the Purchaser of the built up area.

f. The Owner shall at all times furnish all requisition and or documents pertaining to the title of the said Property unto the Developer and do all that is required for better assuring and or conveying the title of the said plots to the Purchaser at the

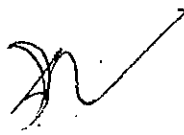
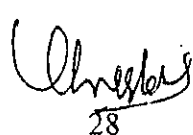


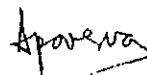
cost of Purchaser. The Owner has today, upon execution of the agreement, issued a Power of Attorney in favour of the Developer conferring specific powers on the Developer to apply for and obtain necessary permissions from the authorities namely from Panjim Planning and Development Authority, Corporation of the City of Panaji and or other authorities constituted under the provisions of Land Revenue Code and under the provisions of other statutes to enable the Developer to obtain and or secure the development permissions to develop the said plot.

- g. The Owner covenants to transfer the title in respect of the said plot or any part thereof in terms of the present agreement in favour of the Purchaser or any of its nominees or in favour of any co-operative society/entity, at the instance of the Purchaser.

h. The Owner further covenants that the Developer shall be entitled to enter into an agreement for sale of Developer's area in the building proposed to be constructed by the Developer in the said plot on such terms and conditions as the Developer deems fit and proper provided however, that the sale of built up area shall be restricted by the Developer only to the extent of Developer's area and the Purchaser shall not be entitled to sell the area agreed to be allotted to the Owner under this Agreement.

- i. It is further agreed between the Parties that the entire liability and or responsibility of performance of terms and conditions of such agreement by the Developer with its prospective purchaser shall be solely that of the Developer and the Owner shall not be responsible for any of the stipulations contained

 
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in the said agreement except for transferring the proportionate undivided share in the said plots in favour of such Purchasers.

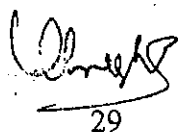
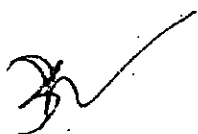
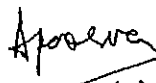
j. That the Developer covenants that the Developers shall allot to the ownership of the Owner a total built up area agreed in this agreement as per the approved plans and as per the specifications specified at Annexure B which shall form integral part of this agreement. The time for securing approval and commencement of the project is the essence of contract and the Developer shall obtain and secure approval of the plans and commence development of the Property within a period of 4 months from the date of signing of this Agreement.

k. The Owner further authorizes the Developer to develop the property strictly as per the approved plans and upon obtaining the necessary permissions from the competent authorities, any violations and or any legality committed in execution of the project by the Developer shall be the sole responsibility of the Developer and the Owner shall not be held responsible for the same.

l. The Developer hereby indemnifies and keeps the Owner indemnified against any claim of whatsoever nature raised in that regard by the competent authorities.

DEFECT LIABILITY PERIOD:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any




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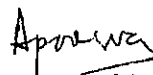
other obligations of the Developer as per the Real Estate (Regulation and Development) Act, 2016 ("RERA") relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Owner from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Owner shall be entitled to receive appropriate compensation in the manner as provided under RERA.

11. SEPARATE ACCOUNT

- a. The Developer shall maintain a separate account in respect of sums received by the Developer from the third-party purchasers as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- b. The Developer agrees that the chartered accountant mutually appointed by the parties will audit the financials and the accounts of the Developer every quarter starting from the date of execution of this Agreement and will provide the Owner with an audit report within 10 days from the conclusion of the audit.

12. FORMATION OF A CO-OPERATIVE SOCIETY OR ASSOCIATION OF PERSONS



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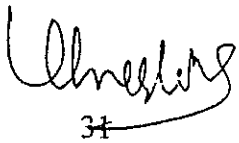


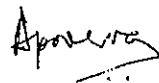
a. The Developer shall be entitled to form and register a co-operative society/condominium/association of persons and/or a limited company or other incorporated of all the purchasers of various premises in the New Building.

b. Upon formation of the co-operative society/condominium/association of persons and/or a limited company, the Developer shall execute one or more deed/s of conveyance in respect of the Property in favour of the co-operative societies/condominiums/association of person and/or a limited company or other incorporated body that may be formed by the Purchasers of Units in the New Building. The Owner hereby confirms that the Developer is empowered to sign and execute the said Deed of Conveyance. The Owner undertakes to give full co-operation and hereby agree and undertake that if required by the Developer, the Owner shall sign all requisite documents and Deed of Conveyance to ensure conveyance of the Property and / or the New Building to the co-operative society/condominium/association of person and/or limited company or other incorporated body, as the case may be.

13. PAYMENT OF DEPOSITS ETC:

a. The Owner and the Developer shall pay for all the deposits payable to the electricity department, Government of Goa, Goa Water Supply and Sewerage Board, and any other expenses required for such connections (including the cost

 
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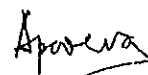
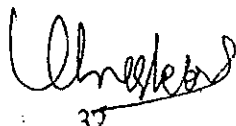
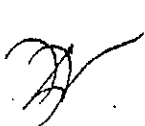


for any material cables, transformers) in respect of their respective constructed area.

- b. Notwithstanding anything contained herein, the electricity/water/gas connection in the New Building will be in the name of the Owner. In the event any unit in the New Building is sold to a third-party purchaser, the Owner shall transfer such connection to the third-party purchaser.

14 REPRESENTATION OF THE PARTIES

- a. The Owner hereby agrees, declares and represents to the Developer and covenants as under:
- i. That Owner is the sole and absolute owner of its Plot (i.e. Property) and has clear and marketable title to the same and are in actual physical possession of the same;
 - ii. That other than the Owner no other person has any share, right, title, interest claim and/or demand in respect of the Property;
 - iii. That it has not entered into any agreement or understanding, written or oral, or otherwise entered into or concluded any negotiations with any person for sale, development, transfer or otherwise with respect to the Property or any part thereof and has not accepted any token or earnest money or deposit for the same;
 - iv. That there are no proceedings instituted by or against the Owner in respect of the said property or any part


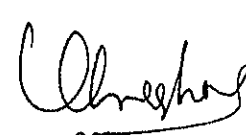
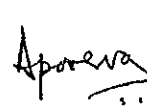


thereof before any Court or Authority and there are no prohibitory order or injunction passed by any Court of law or Tribunal or by any revenue body or any other Authority whereby the Owner is restrained from dealing the said plots or any part thereof;

- v. The Owner covenant that the loan secured by the Owner from the Madgaum Urban Co-operative Bank Ltd. wherein the said plot was provided as a collateral security has been duly paid and the Owner has released the said plot from the mortgage created in favour of the Madgaum Urban Co-operative Bank Ltd. That upon repayment of the entire loan amount, the Madgaum Urban Co-operative Bank Ltd. has released the said plot and has also handed over the Original of the Deed of Sale dated 18/10/1980 to the Owner.

The Owner covenant that the said plot is free from mortgage and or charge created by the Owner in favour of the Madgaum Urban Co-operative Bank Ltd. as the loan amount due and payable thereto has been duly paid and the said plot is released from the mortgage by the Madgaum Urban Co-operative Bank Ltd.

- vii. It is agreed between the parties, in the event the development of the said plot is not undertaken by the Developer for any reasons whatsoever and as a consequence thereof, the Developer is unable to complete the project, the Developer shall be entitle to terminate the present agreement and upon such termination an amount of Rs. 8,00,00,000/- (Rupees Eight Crores Only) paid by the Developer to the Owner

as consideration towards purchase of the third floor having an area of 595 sq. mts. and part of Fifth Floor having an area of 195 sq. mts. shall be refunded by the Owner to the Developer within a period of three months from the date of such termination without there being any liability from the Owner to pay any interest thereon.

- viii. The Developer covenant that upon the area agreed to be allotted by the Developer to the Owner in terms of the stipulations contained in this agreement, the Owner shall be entitled to use the said built up area exclusively and free from encumbrance and or defect in title along with the common areas, amenities, lift, parking areas, open areas, gym and other common amenities without any obstruction and or hindrance either from the Developer or from any purchaser of the built up areas in the said project.

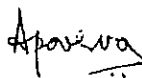
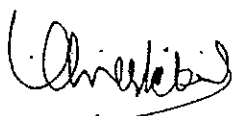
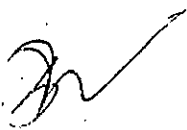
That there is no notice from any Government, Municipal Corporation or any other Authority including notice for acquisition, requisition or set back or any notice under any Applicable Law including Land Acquisition Act, the Land Requisition Act, Town Planning Act or any other Applicable Law served upon the Owner in respect of its plot of land or any part thereof.

- x. In the event, the Developer is constrained to stop construction / development or restricted access to the said Property owing to any action initiated by the Madgaum Urban Co-operative Bank on the Property or the Owner, or any act of omission or commission of the

Owner, or for any reason not arising out of the default on part of the Developer, the Developer is unable to continue the development, the Developer shall be entitled to seek termination and shall be entitled to : (i) refund of the amount of Rs. 8,00,00,000/- (Rupees Eight Crores Only) with interest at 7% p.a from date of payment until full refund.

- xi. That all taxes and outgoings including all statutory dues and other amounts payable in respect of its plot of land has been paid by the Owner upto the Execution Date and that there are no arrears in respect thereof;
 - xii. That the Owner has not used any FSI available on the Property;
 - xiii. That the Owner has all the necessary power and authority to execute this Agreement and to perform their respective obligations hereunder including the right to grant development and other rights to the Developer;
- b. The Developer hereby agrees, declares represents and covenants as under:-
- i. The Developer has the necessary expertise, infrastructure, financial ability and resources to perform the obligations, to carry out the development of the Property as envisaged herein. The Developer shall perform and complete all its obligations under this Agreement on best effort basis.



ii. The Developer shall strictly adhere to all the Applicable Laws including Real Estate (Regulation and Development) Act, 2016 along with all the rules circulars/notifications notified from time to time while executing the Project.

iii. The Developer shall at its own costs, expenses and efforts carry out and complete the entire construction of the Project in accordance with the Plans sanctioned by the Authorities and in compliance with all the terms and conditions that may be imposed by various Authorities, and in good workman like manner, with such quality guidelines, amenities and facilities as may be mutually agreed between the Parties hereto from time to time.


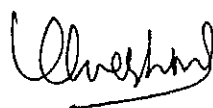
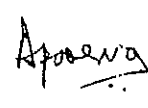
iv. To look after, manage and administer day to day construction activities of the New Building till receipt of Building Completion Certificate/ Occupancy Certificate.

v. To finalize the Building Plans, and to obtain all the necessary Approvals.

PARKING :

The parties agree that the parking slots / areas in the basement and stilt floor shall be allotted by the Developer to the Owner in proportion to the Owner's areas.

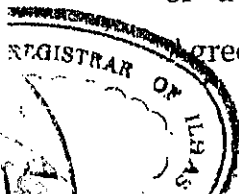
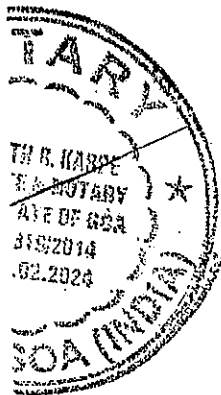
NAME OF THE PROJECT

The name of the project shall be decided by the Owner and the Developer by mutual understanding.

17. INDEMNITY

Both the Parties ("Indemnifying Party") hereby agree to indemnify and keep indemnified at all times the other Party ("Indemnified Party") from and against any and all losses, damages, claims, costs, charges and expenses which may be occasioned or caused to the Indemnified Party on account of non-compliance of the obligations to be observed and performed by the Indemnifying Party or resulting from the breach of any of its obligations hereunder or any breach of law or a breach of any of the terms and conditions of this agreement.



ADDITIONAL FSI

- a. In the event an additional FSI is available on the Scheduled Property due to any change in state government policy, change in law, then such additional FSI will be distributed between the Owner and the developers in proportion of 50% each.

19. PAYMENT OF TAXES

- a. On and from the Execution Date, all rates, taxes, property taxes, charges, duties, burdens, assessments, outgoings and

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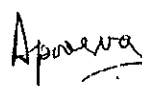
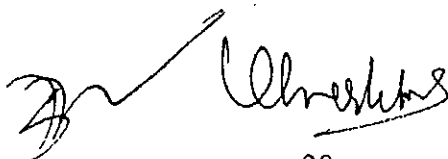
impositions whatsoever levied and payable with respect to the Property or any part thereof or in respect of the development and construction of the Project (including any increases on the existing taxes as well as fresh or new taxes, rates or cesses) shall be borne and paid by the Developer and the same shall be treated as a part of the Development Cost. Prior to the Execution Date, the Owner shall pay all such rates, taxes, property taxes, charges, duties, burdens in respect of the Property.

h. All service tax, GST, work contract tax and/or other statutory payments towards the constructed area of the Project shall be borne by the Developer and the same shall be treated as a part of the Development Cost.

RELATIONSHIP BETWEEN THE PARTIES

The relationship between the Parties herein shall be on principal to principal basis and shall not be treated as partnership or as a joint venture. The relationship of the Parties and the manner of development of the Project shall be strictly in accordance with the terms and conditions of this Agreement as may be modified from time to time in writing signed by all Parties to the Agreement. It is hereby agreed and declared that the Parties have each undertaken their respective obligations and have rights as specified herein on their own account and on principal to principal basis and not on behalf of or account of or as agent of any of each other.

NON-ASSIGNMENT




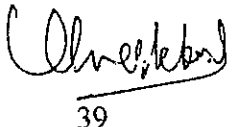
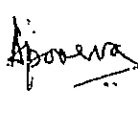
The Developer shall not be entitled to assign any of its rights and obligations under this Agreement to any third party without the prior written consent of the Owner and any attempt to do so will be void. However, the Developer shall have the authority to get the development and/or construction work carried out either departmentally or by appointing contractors and/or sub-contractors, of its own choice but the principal and overall responsibility of carrying out the development work shall be of the Developer alone.

DISPUTE RESOLUTION

In the event of any disputes or differences between the Parties arising from this Agreement or its performance including any interpretation, breach, termination or invalidity thereof, it shall be settled amicably by mediation. If such dispute is not resolved amicably within 15 days after one Party has served a written notice on the other Party requesting the commencement of such resolution, the unresolved dispute shall be resolved to arbitration in accordance with the Arbitration and Conciliation (Amendment) Act, 2016 or any statutory modification or re-enactment thereof, for the time being in force by a sole arbitrator to be mutually appointed by both the Parties. The seat and venue of the Arbitration shall in Goa. The proceedings shall be conducted in the English language.

GOVERNING LAW

The validity, construction, interpretation and performance of this Agreement shall in all respects be construed and the legal

relations between the Parties shall be determined and governed in accordance with the laws of India.

24. NOTICES

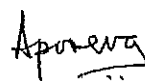
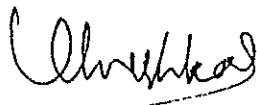
Any notice intended to be given to the Parties hereto by the other Party shall be deemed to be properly and validly given if it is delivered to or sent by registered post or hand delivery, and duly acknowledged to be delivered, to the respective address of the Parties mentioned in the name clause:

25. WAIVER

The failure, with or without intent, of either Party to insist on the performance of this Agreement in strict conformity with the ~~literal~~ requirements hereof, shall not be treated or deemed to constitute a modification of the terms hereof nor shall such failure be deemed to constitute a waiver of any right of either Party to insist on the performance of this Agreement strictly in ~~terms~~ hereof.

26. SEVERABILITY

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Agreement or




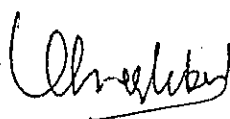

affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially effects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

27. AMENDMENT

The terms of this Agreement may not be amended, modified or waived except by a written agreement executed by the Parties. Any addition, alteration or amendment to any of the terms mentioned herein shall not be enforceable by any of the Parties unless the same is recorded in writing and duly signed by all the Parties.

28. SUPERSESION

This Agreement cancels, supersedes and replaces all previous agreements, memorandum of understanding, negotiations and representations, if any, whether written or oral, between the Parties. This Agreement, including all Annexures and constitute the entire Agreement and understanding between the Parties. Any modifications, changes or alteration to the terms and conditions hereof shall only be binding on the Parties hereto only if they are in writing and signed by the Parties hereto.

29. COSTS AND STAMP DUTY

a. The stamp duty and registration charges on this Agreement or any other documents executed in pursuance to this Agreement shall be borne and paid by the Developer.

b. Each of the Party hereto shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement.


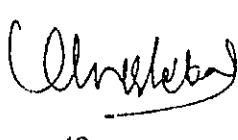
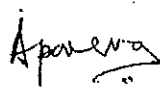
30. The possession of the said plot better described in Schedule II hereto has not been handed over to the Purchaser.

31. For the purpose of Stamp Duty, the market value of the said plot better described in Schedule II hereby agreed to be transferred is Rs. 8,00,000,00/- (Rupees Eight Crores Only) and accordingly stamp duty of Rs. 23,20,000/- (Rupees Twenty Three Lakhs Twenty Thousand Only) is affixed to this Agreement.

SCHEDULE I

(DESCRIPTION OF THE PROPERTY)

ALL THAT property known as "Varzea Cotta Shetta" alias "Varzea Cotta Xetta" situated at Panaji, within the limits of the Corporation of the City of Panaji, Taluka Tiswadi, District of North Goa, State of Goa, described in the Land Registration Office of Ilhas, Panaji under Description No. 1647 at pages 207 overleaf of Book B 19 new and registered in the Taluka Revenue Office under

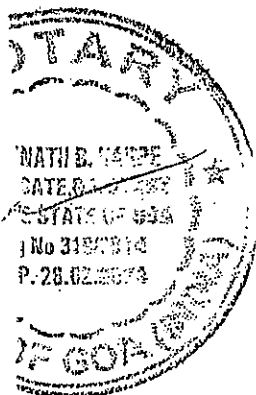
No. 89 and is surveyed in the records of right of City Survey of Panaji under Chalta No. 2 of P.T. Sheet No. 119. The said property is bounded as under:

North: By the said property of the Confraria de Igreja de Panaji;

South: By the coconut grove of the said Confraria da Igreja de Panaji at present with old road leading from Tonca to Miramar and plot of late belonging to Dhirajlal Damodar alias Dhirajlal Damodar Rajani;

East: By paddy field of Confraria de Igreja de Panaji;

West: By the said National Road Alameda de Gaspar Dias or Alameda de General Braveiro Hopes.



SCHEDULE II

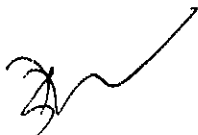
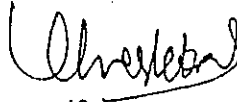
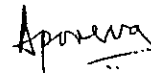
(DESCRIPTION OF THE SAID PLOTS)

ALL THAT PART AND PARCEL OF THE PLOTS identified as Plot no. 18 admeasuring 495 sq. mts and Plot no.19 admeasuring 953 sq. mtrs. surveyed in the records of rights under Chalta No. 70 of P. T. Sheet No. 119 and as per the survey records having an area of 1403 sq. mts. forming part of the property known as "Varzea Cotta Shetta" alias "Varzea Cotta Xetta" better described in Schedule I herein above. The said Plot bearing no. 18 and 19 totally admeasuring 1403 sq. mts. as a unit is bounded as under:

North: By 10 mts. wide road and by Plot No. 13;

South: By 15 mts wide road abutting to Dhempe College;

East: By 10 mts. wide road,

West: By plot belonging to Shri. Damodar Mangalgi and by Plot No. 13.

The said Plot bearing no. 18 admeasuring 495 sq. mts is bounded as under:

North: by plot no. 13 and part of the 10 meters internal road;

South: by plot no. 19;

East: by 10 meters internal road;

West: by plot belonging to Shri. Damodar Mangalgi and by plot no. 13.

The said Plot bearing no. 19 admeasuring 953 sq. mtrs is bounded as under:

North: by plot no. 18 and part of plot belonging to Shri. Damodar Mangalgi;

South: by 15 mtrs wide road abutting to Dhempe College;

East: by 10 meters internal road;

West: by part of the plot belonging to Shri. Damodar Mangalgi and 15 mtrs. wide road.

SCHEDULE III

(DETAILS OF THE ALLOTMENT OF BUILT UP AREAS TO THE OWNER AND THE DEVELOPER)

ITEM NO. A

(BUILT UP AREA ALLOTTED TO OWNER)

Total no. of four floors having a super built up area of 2200 sq. mtrs. along with the parking areas for exclusive use of the Owner.

- i. 1st floor having an area of 595 sq. mtrs.

  
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- ii. 3rd floor having an area of 595 sq.mtrs
- iii. 5th floor having an area of 595 sq.mtrs
- iv. 8th floor having an area of 415 sq.mtrs.

In addition to the afore referred areas, the Developer shall allot to the exclusive ownership of the Owner two units, each unit comprising of 60 sq. mts. of built up area to be used by the Owner as servant quarters and driver quarters.

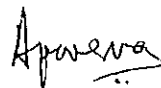
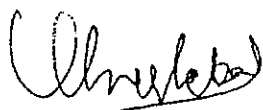
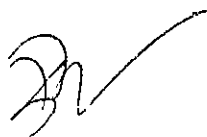
ITEM NO. B

(BUILT UP AREA ALLOTTED TO DEVELOPER)

Total no. of four floors having a super built up area of 2380 sq. mtrs.

- i. 2nd floor having an area of 595 sq. mtrs.
- ii. 4th floor having an area of 595 sq.mtrs
- iii. 6th floor having an area of 595 sq.mtrs
- iv. 7th floor having an area of 595 sq.mtrs.

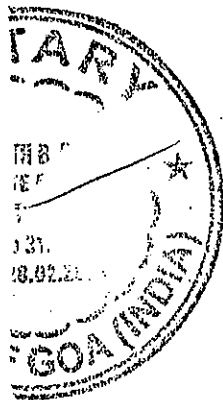
IN WITNESS WHEREOF, the Parties have executed this Agreement in person in the presence of the witnesses attesting hereunder:



ANNEXURE A

(SPECIFICATION TO BE PROVIDED BY THE DEVELOPER
TO THE BUILT UP AREA AGREED TO BE ALLOTTED TO THE
OWNER)

- RCC Frame work with Latrite masonry
- Premium quality vitrified tiles or equivalent flooring and skirting
- Asian Paint Acrylic emulsion paint for internal walls.
- External paint by Apex Ultima applied over damp proof surface coat.
- Video door phone at the Entrance
- Granite platform with stainless steel sink and drain board in the kitchen
- Ceramic tiles dado up to 2 feet above kitchen counter
- Telephone ,Data and TV cable point in living room.
- Concealed wiring with high Polycab / Finolex cable with adequate power points in the entire apartment.
- Ceramic tiles or equivalent flooring and dado in all toilets and bathrooms.
- Storage water heater and Exhaust fan in bathrooms.
- Superior quality sanitary fixtures of Hindware /Jaguar or equivalent
- CP fittings of Jaguar or equivalent
- Glass partition in shower area
- Doors made out of good quality plywood with laminated surface finish.
- Heavy Domal section or similar Aluminum Windows or UPVC first quality windows
- Granite cill for windows.
- Flush Door with premium laminate/Veneer finish installed on Teak Wood frame.



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SIGNED AND DELIVERED

By the within named OWNER

of the FIRST PART:

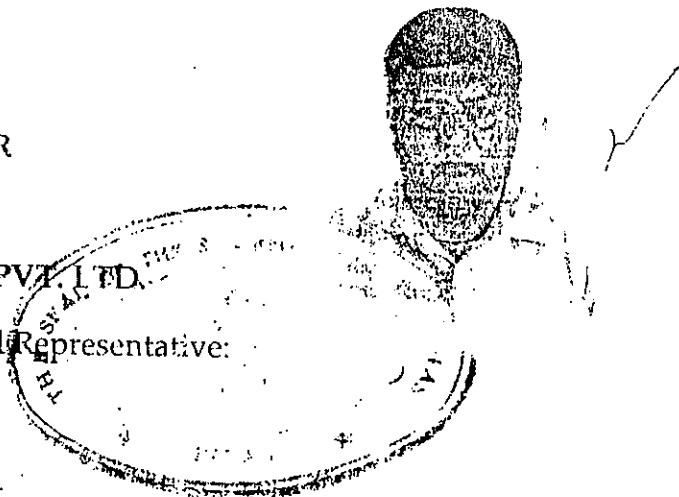
SHIRODA INVESTMENTS PVT. LTD.

Represented by its Authorized Representative:

For SHIRODA INVESTMENTS PVT. LTD.

AUTHORIZED SIGNATORY

MR. ARVIND AMONKAR



L. H. F. P

R. H. F. P



SIGNED AND DELIVERED
by within named DEVELOPER
of the SECOND PART:

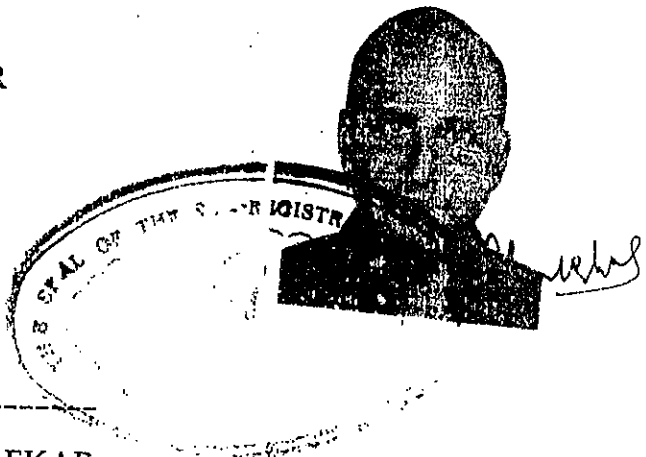
SPICA REALTY
Represented by its Partners:

For SPICA REALTY

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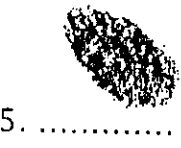
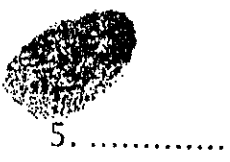
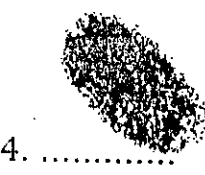
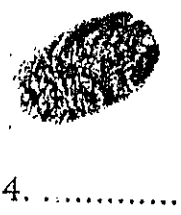
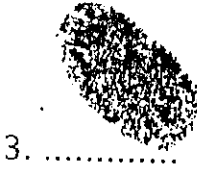
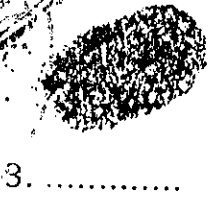
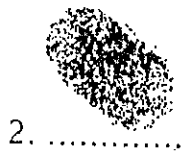
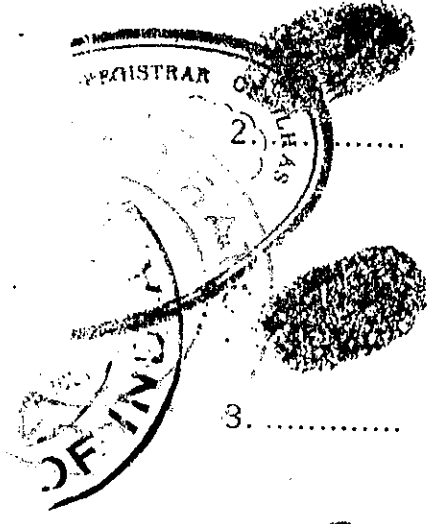
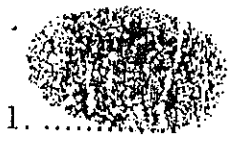
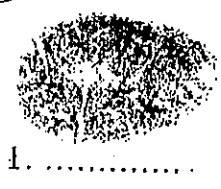
PARTNER

1. MR. KIRTI PRAMOD NERLEKAR



L. H. F. P

R. H. F. P



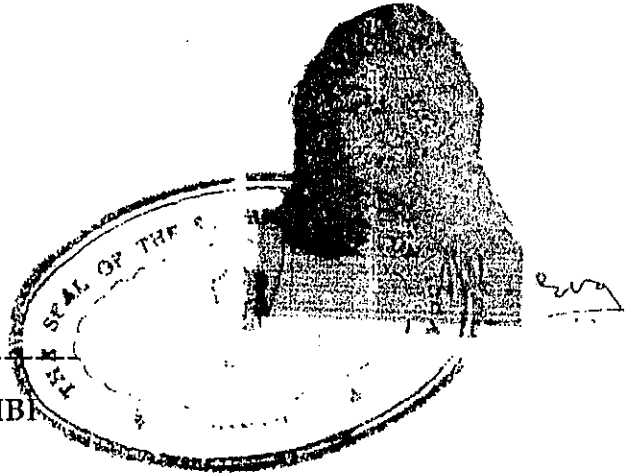
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For SPICA REALTY

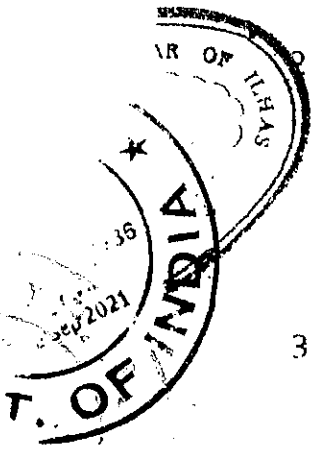
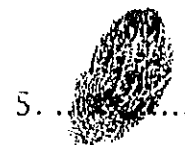
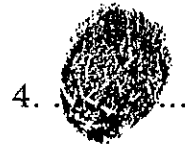
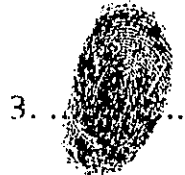
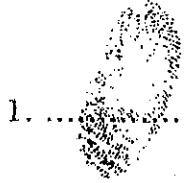
Apoorva
SPICA REALTY



2. MRS. APOORVA MURKUMBI

L. H. F. P

R. H. F. P



M

Chandana

Apoorva

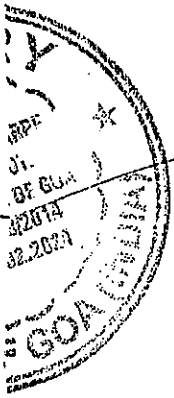
In the presence of:

1. Adv. Asmita N. Tirodkar

Asmita

2. Mr. Girish Mahale

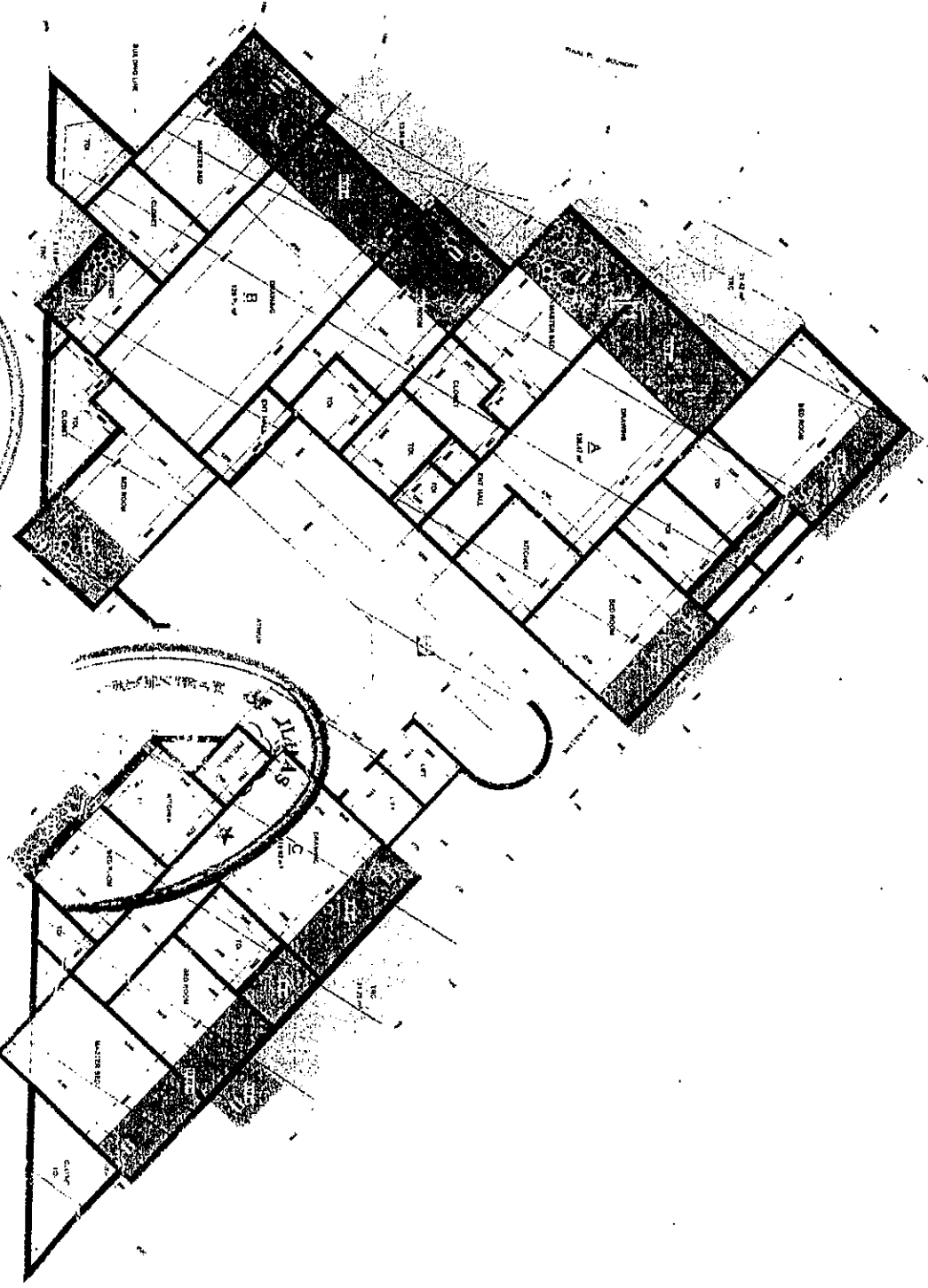
Girish



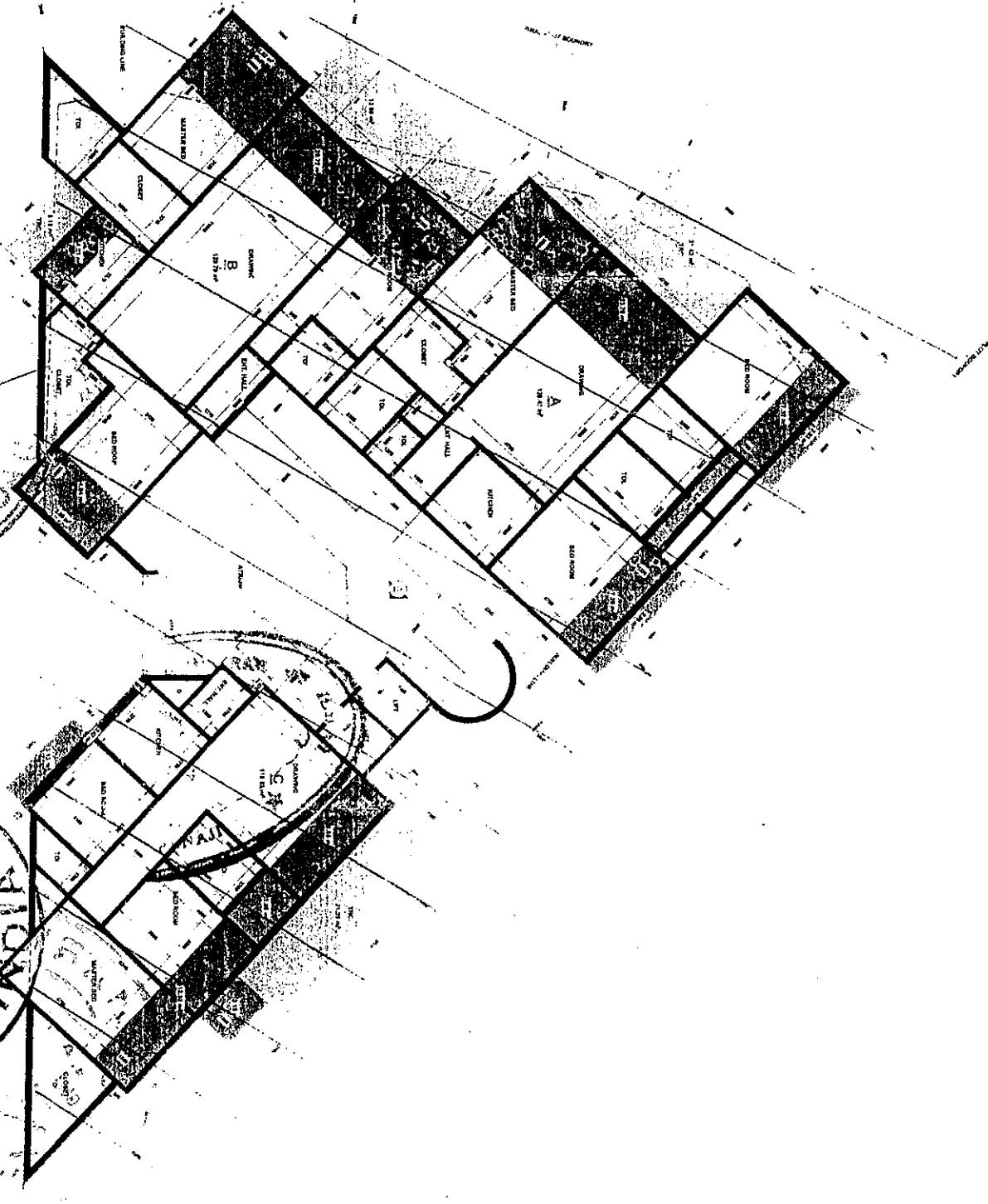
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Chreshtha

Apurva

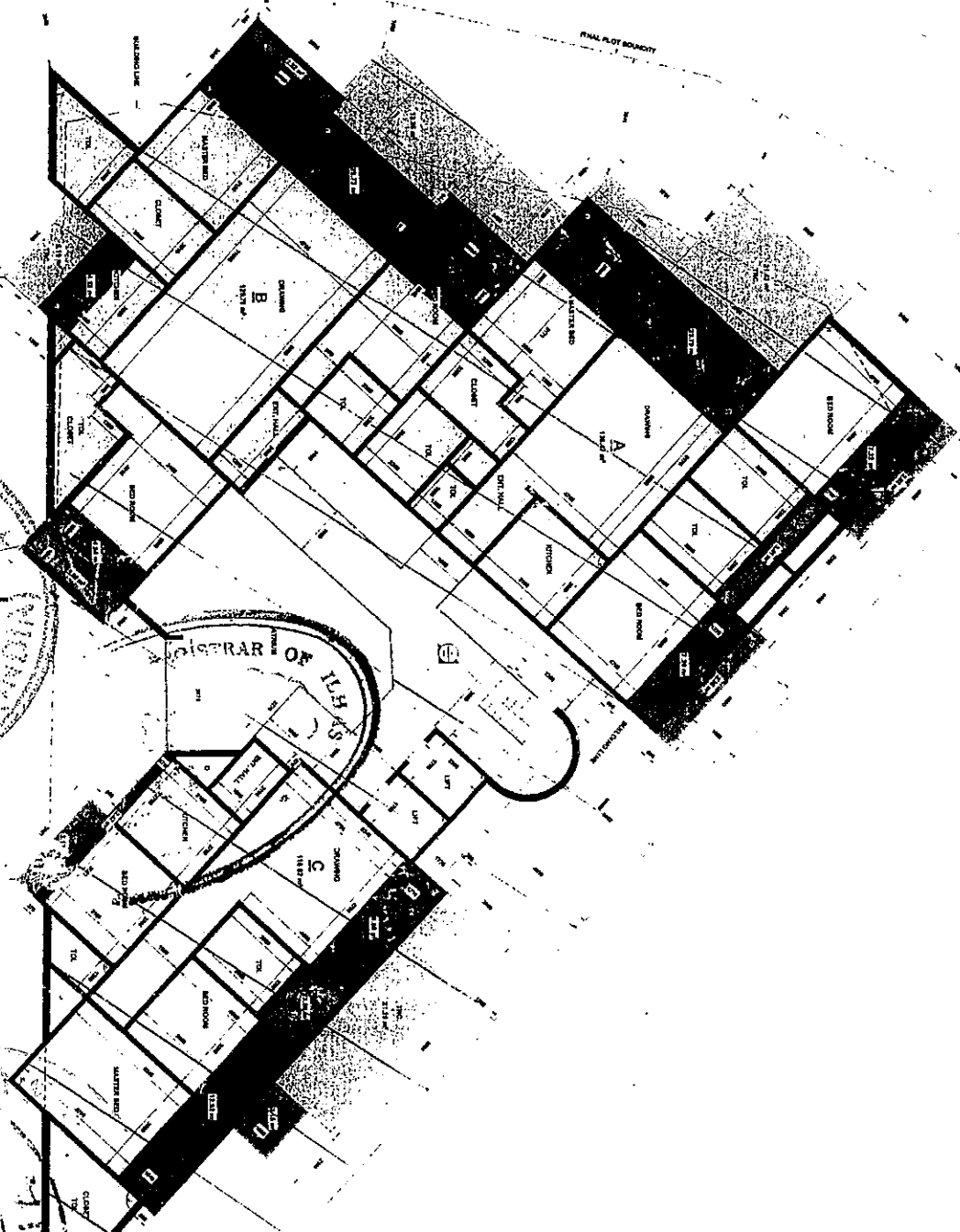


SECOND FLOOR



[Handwritten signature] *Charles* *Approved*

THIRD FLOOR PLAN



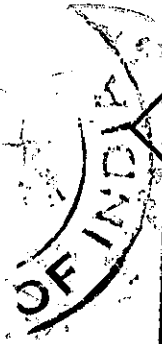
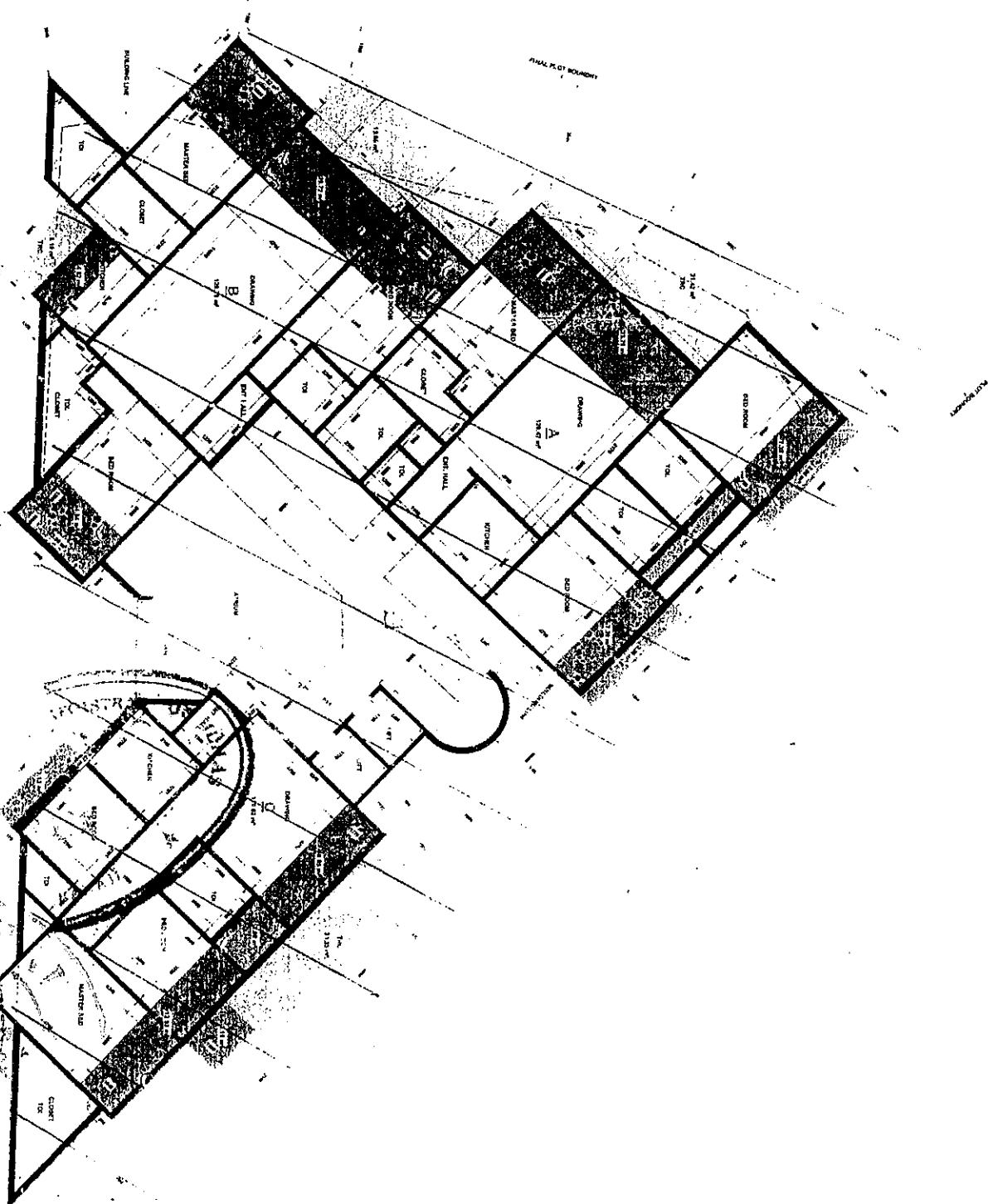
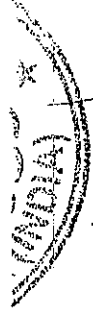
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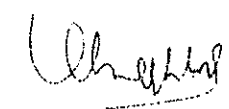
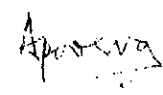
12/11

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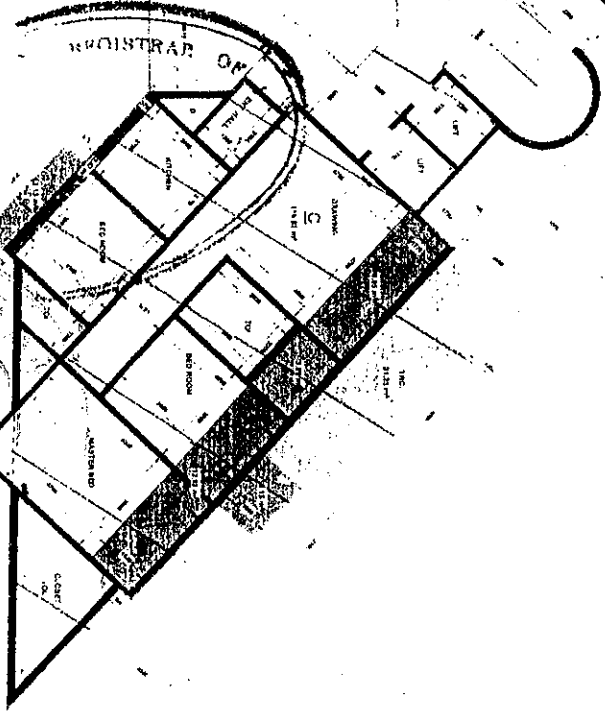
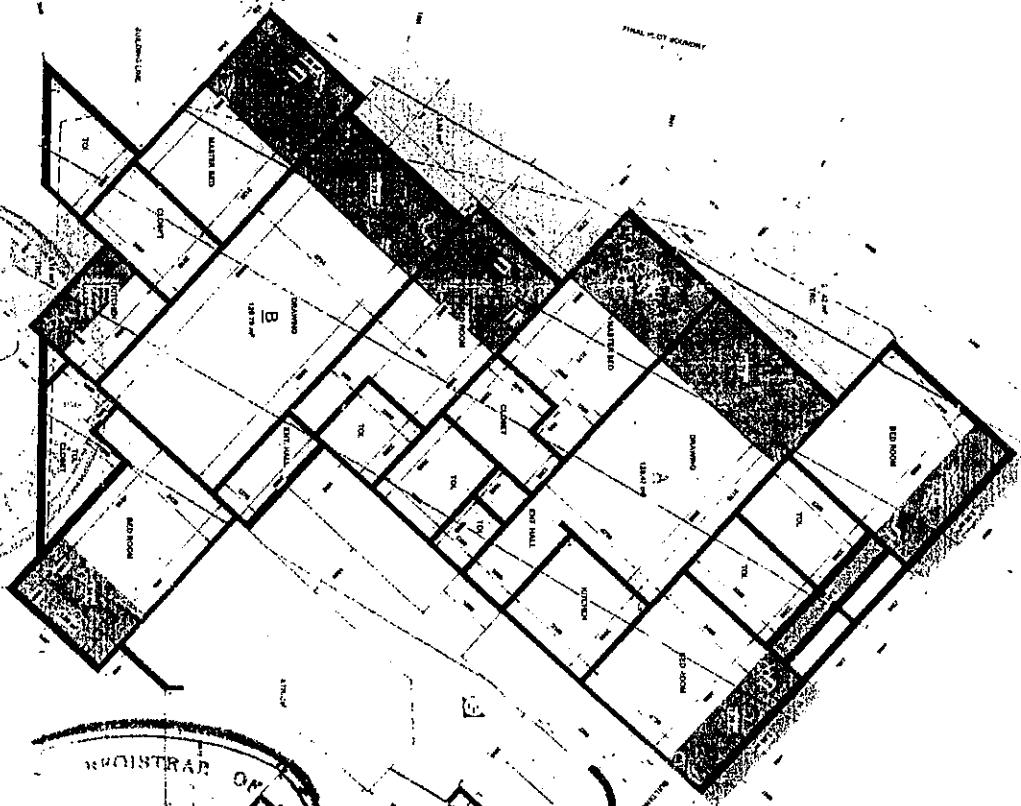
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एक अक्षांश विभाजन



5TH ELOOR PLAN

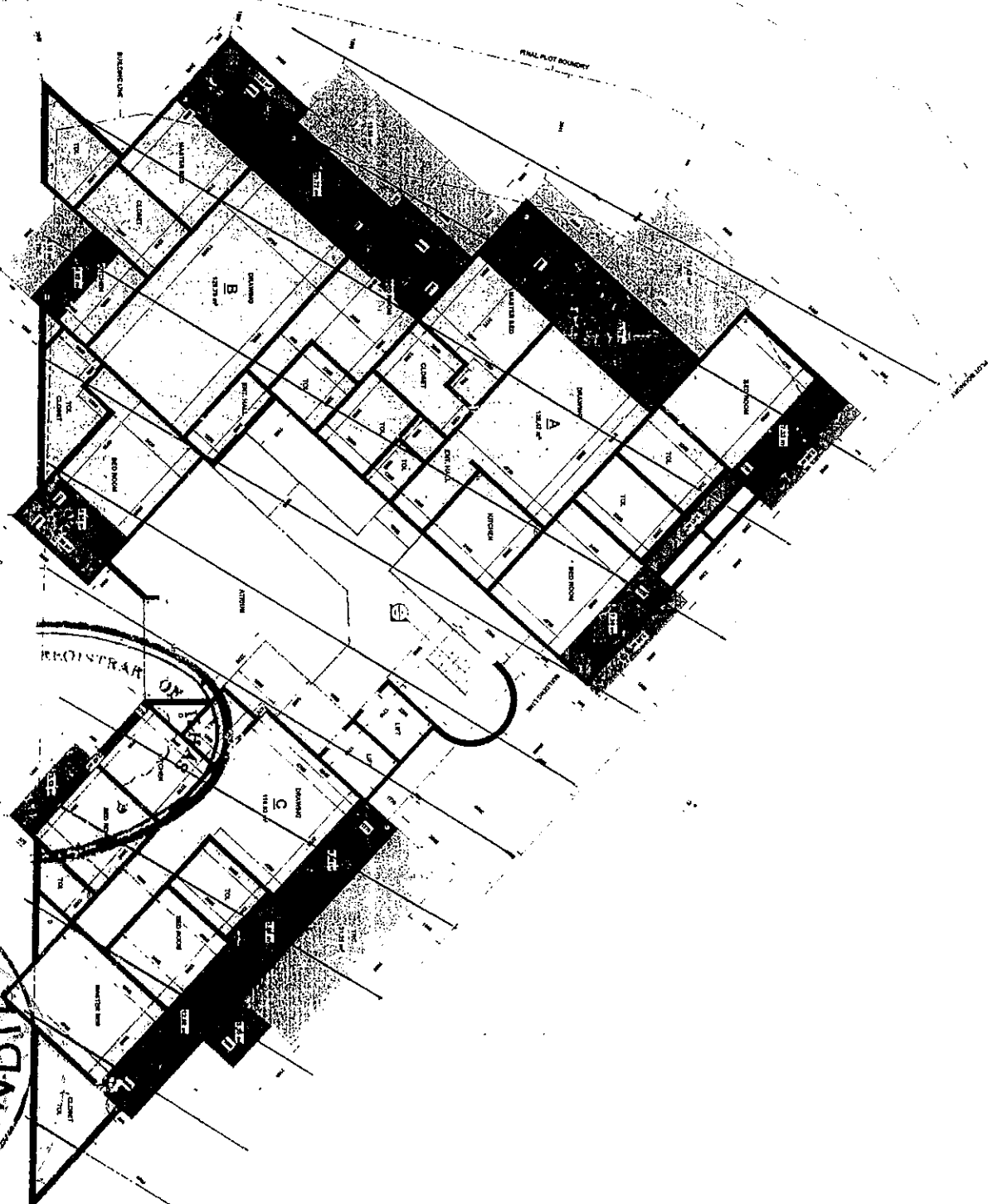


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SIXTH FLOOR PLAN

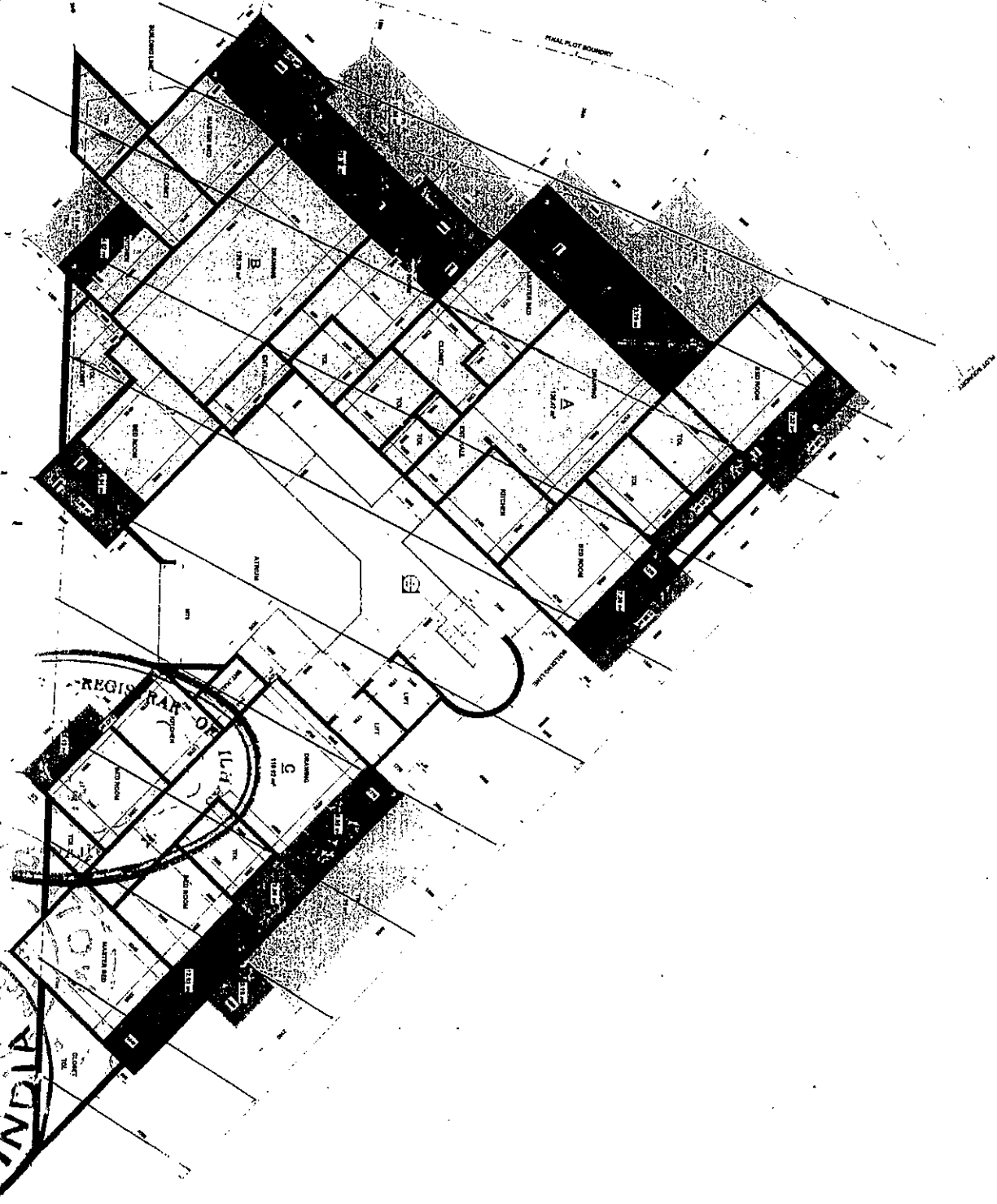


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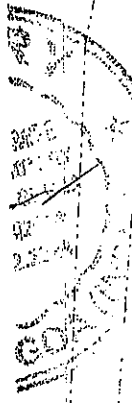
No. 8736
Date
SEP 2021



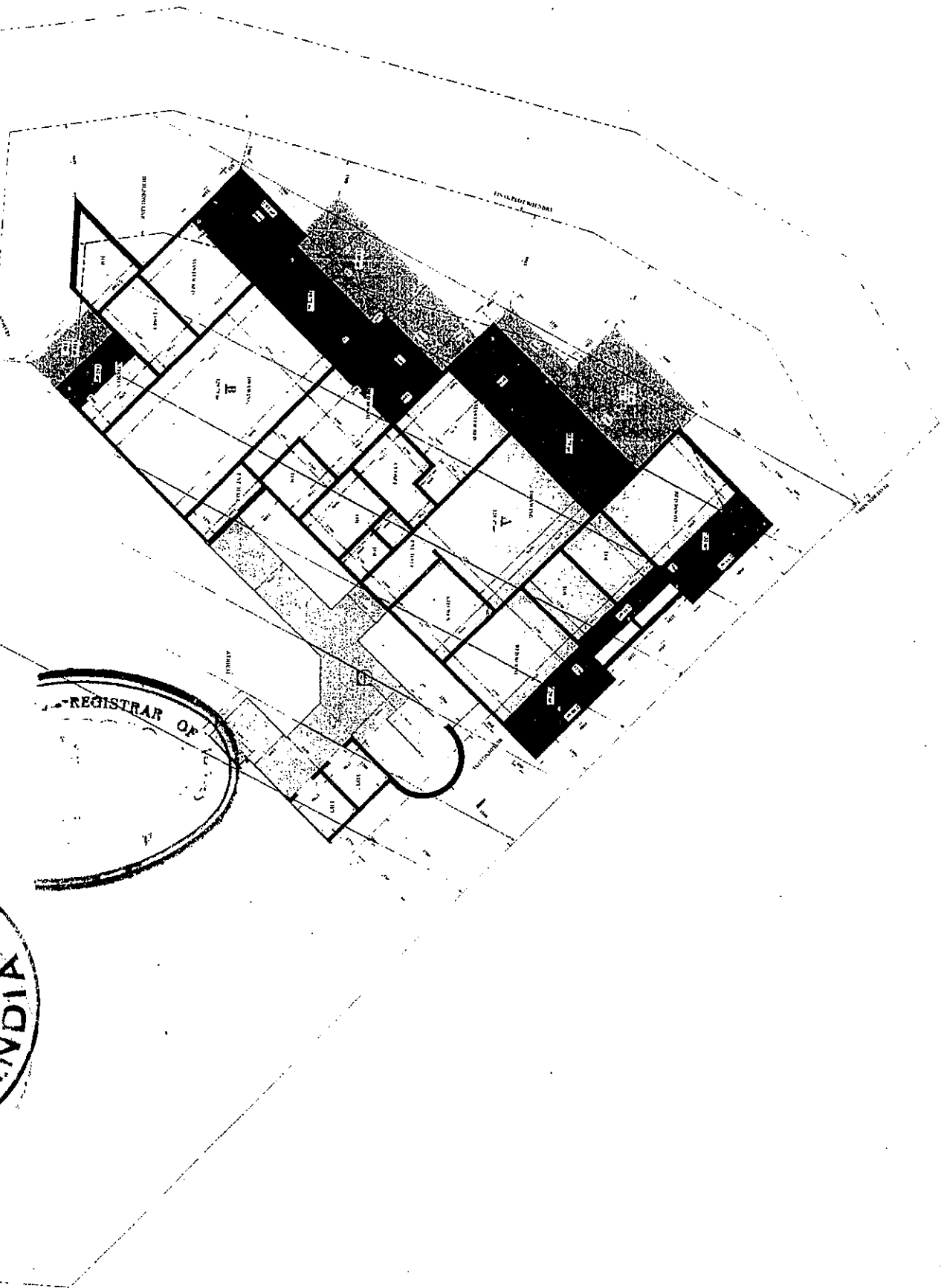
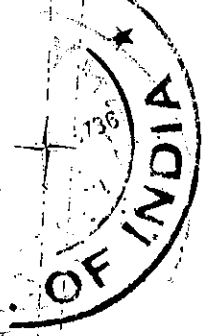
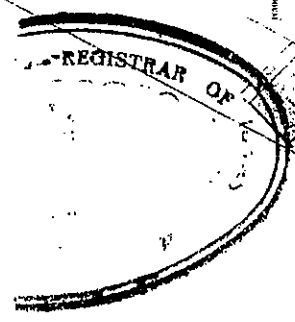
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EIGHTH FLOOR PLAN



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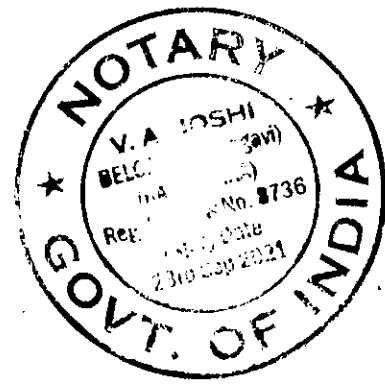
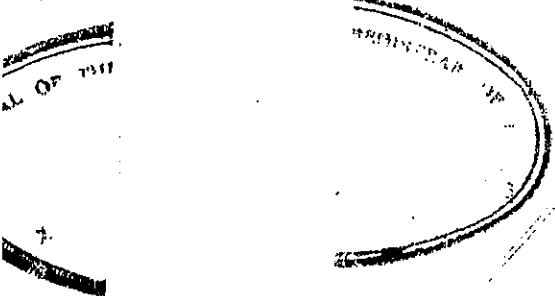
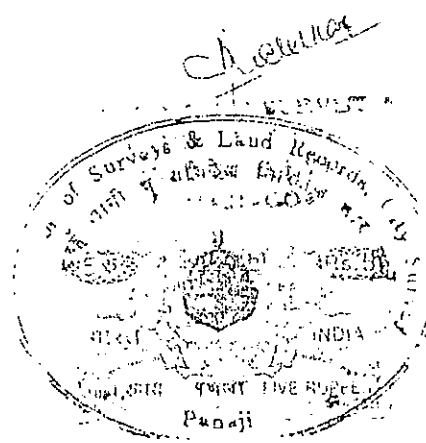
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GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI-GOIA



Plan Showing plots situated at
CITY - PANAJI
Taluka - HSWADI
P.T. Sheet No. Chaha No. 11970
Scale: 1:500



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Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Tiswadi

Print Date & Time : - 12-Jun-2019 12:06:28 pm

Document Serial Number :- 2019-PNJ-1168

Presented at 12:06:00 pm on 12-Jun-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Tiswadi along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	2320000
2	Registration Fee	500
3	Processing Fee	810
Total		2321310

Stamp Duty Required :2320000



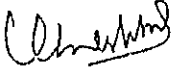


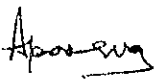
Stamp Duty Paid : 2320000

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Kirti Pramod Nerlekar Partner Of Spica Realty .S/o - D/o Pramod Nerlekar Age: 49, Marital Status: , Gender:Male, Occupation: Business, Address1 - S,eshigiri, Adarsh Nagar, Bargain, Belgaum, Address2 - , PAN No.:			



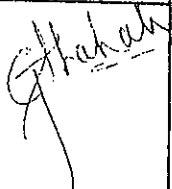



Executer

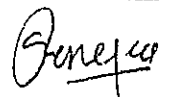
Sr.NO	Party Name and Address	Photo	Thumb	Signature
	Arvind Amonkar Authorised Representative Of Shiroda Investments Pvt Ltd .S/o - D/o Shyamsunder Amonkar. Age: 62, Marital Status: Married , Gender:Male, Occupation: Service, Address1 - 313-2 Varchi wado Marcel Goa, Address2 - , PAN No.:			

	Party Name and Address	Photo	Thumb	Signature
	<p>Kirti Pramod Nerlekar Partner Of Spica Realty ,S/o - D/o Pramod Nerlekar Age: 49, Marital Status: ,Gender:Male,Occupation: Business, Address1 - Sheshgiri, Adarsh Nagar, Bargain, Belgaum, Address2 - , PAN No.:</p>			
3	<p>Apoorva Murkumbi Partner Of Spica Realty ,S/o - D/o Vijaya Wadga Age: 46, Marital Status: ,Gender:Female,Occupation: Business, Address1 - H No C-1501 Beawmonde Appasaheb Marathe Marg Prabhadevi Mumbai 400025, Address2 - , PAN No.:</p>			

Witness:

I/We individually/Collectively recognize the Purchaser, Owner. Developer,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p>Girish A Mahale, 56, 1963-04-25, 9225907654, , Service , Marital status : Married 403005, II-C2 Kenkre Estate Cabesa St Cruz Tiswadi Goa, II- C2 Kenkre Estate Cabesa St Cruz Tiswadi Goa Calapor, Tiswadi, NorthGoa, Goa</p>			
2	<p>Asmita Tirodkar, 35, 1984-06-03, 8408099103 ,adv.asmita.tirodkar@gmail.com ,Advocate , Marital status : Married 403510, Silva Vaddo Parra Bardez Goa, Silva Vaddo Parra Bardez Goa Parra, Bardez, NorthGoa, Goa</p>			



Sub Registrar

SUB-REGISTRAR
 ILHAS



Document Serial No:-2019-PNJ-1168

Book :- 1 Document

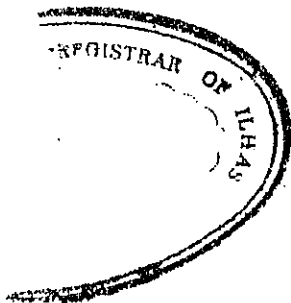
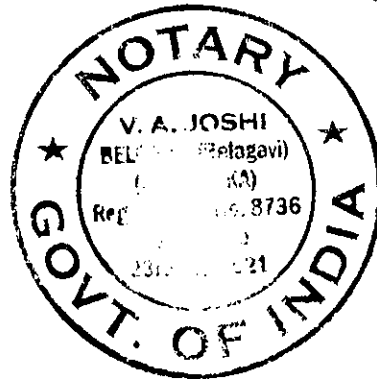
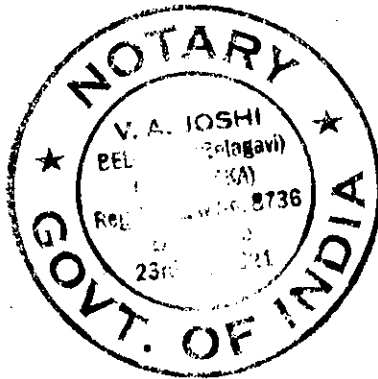
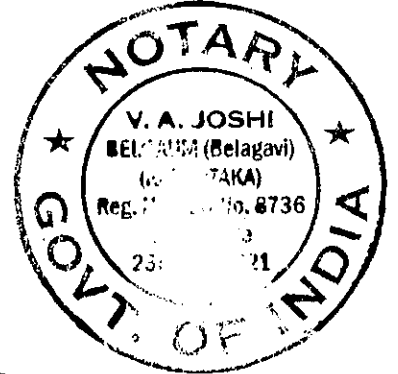
Registration Number :- PNJ-1-1140-2019

Date : 12-Jun-2019

Bureyas

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Tiswadi)

SUB-REGISTRAR
ILHAS

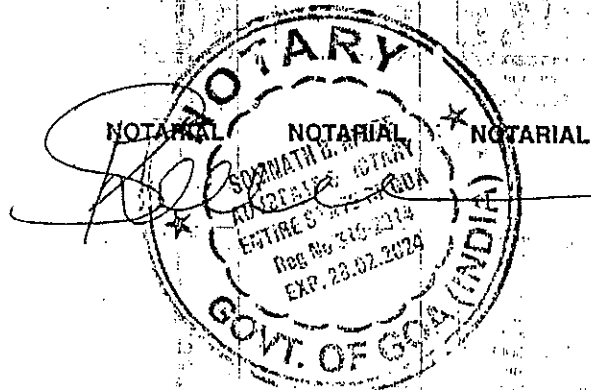


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COPY OF THE ORIGINAL

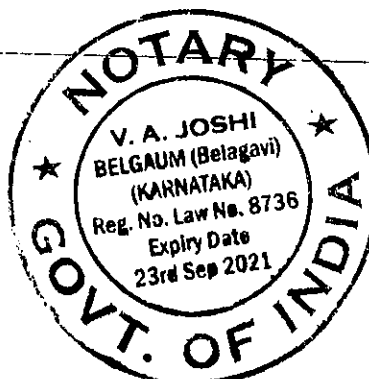
Karpe

SOMNATH B. KARPE
NOTARY
ENTIRE STATE OF GOA
(INDIA)

Reg No... 8679/19
Date... 21.06.2019



NOTARIAL NOTARIAL NOTARIAL



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V. A. JOSHI
B.A.L.L.B.(Spl)
ADVOCATE & NOTARY
BELGAUM