



गोवा GOA n. No. 491 Place of Vend. :- Panaji Date of issue 27/6/08 022306
 Value of stamp paper Twenty Five Thousand only
 Name of the purchaser M. S. K. Land Development
 Residing at St. George's, Ilhas, Goa
 As there is no other stamp paper for the value of Rs. Twenty Five Thousand only
 Additional stamp papers for the completion of the value is attached along with.

Signature of the official vendor

Signature of the Purchaser

Serial No. 1794
 Presented at the Office of the
 Sub-Registrar Ilhas
 between the hours of 10 am
 and 12 Pm on 9/6 2008

Received fees for Rs. 150
 Registrar 90
 Copying (Rs. 10) 10
 Copying Amendments
 Postage 150

Total Rs. 150

SUB-REGISTRAR
 ILHAS

SUB-REGISTRAR
 ILHAS

AGREEMENT FOR DEVELOPMENT & SALE

THIS AGREEMENT FOR DEVELOPMENT & SALE is made on this 3rd day of the month of JUNE of the year TWO THOUSAND AND EIGHT at PANAJI GOA.

Shri...

Shri...

Shri...



गोवा GOA No. 431... Place of Vend: Panaji Date of issue 02/08/08 022305
 Value of stamp paper Five thousand only
 Name of the purchaser M. S. K. Land Developer
 Residing at Sh. Ag. Elhos. Gen. Son of
 As there is no single stamp paper for the value of Rs. 25000
 Additional stamp papers for the completion of the value is attached
 along with.



Signature of the officio vendor
 Signature of the Purchaser

BETWEEN

- [1] MR. DEVENDRA KASHINATHRAO SARDESAI, son of Kashinathrao Sardesai, aged 45 years, married, proprietor of M/S. SARANG CONSTRUCTIONS, and his wife;
- [2] SMT. SHARMILA DEVENDRA SARDESAI, aged 40 years, service, both Indian Nationals, both residing at UG-4, Phase IV, bldg. VII Kamat Classic, Caranzalem, Goa, hereinafter referred to as "THE VENDORS" (which expressions shall unless repugnant to the context or meaning thereof, mean and include their heirs, successors, legal representatives, administrators and assigns) **THE PARTY OF THE FIRST PART;**

- 2 -

M. S. K. Land Developer *M. S. K. Land Developer* *M. S. K. Land Developer*



गोवा GOA No. 431. Place of Vend: Panaji. Date of issue 22/10/2018 008522

Value of stamp paper Fifteen thousand only
Name of the purchaser M/S S. K. Land Developers
Residing at St. George's, Goa
As there is no other stamp paper of value of Rs. Sixty
thousand only
Additional stamp papers for completion of the value is attached
along with.

Signature of the official vendor

Signature of the Purchaser



AND

M/S. S. K. LAND DEVELOPERS, a duly registered Partnership Firm represented by its partner SHRI. KIRAN ANAND DABOLKAR, son of Anand Dabolkar, aged 33 years, married, residing at Anand Sadan, Dhand waddo, Saligao, Bardez, Goa; having its office at shop no. 8 at Shantadurga, Sadan, Alto-Santa Cruz, hereinafter referred to as "THE PURCHASERS / DEVELOPERS (which expressions shall unless repugnant to the context or meaning thereof, mean and include his heirs, successors, legal representatives, administrators and assigns) THE PARTY OF THE OTHER PART;

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
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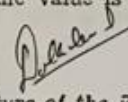
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गोवा GOA

Sr. No. 421.... Place of Vendor Panaji Date of issue 02/06/08 069471
 Value of stamp paper One thousand only
 Name of the purchaser M/s. S.K. Land Development
 Residing at St. Cruz, Ilhas, Goa of
 As there is no other stamp paper for the value of Rs. Sixty
 Nine thousand only
 All necessary papers for the completion of the value is attached
 along with.

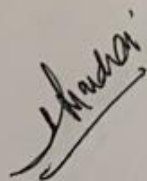

 Signature of the official vendor

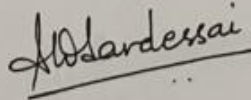

 Signature of the Purchaser

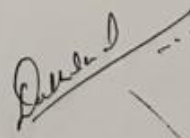


WHEREAS the VENDORS are the owners of plot of land, admeasures an of 2865 + 906 = 3771 sq. mts., surveyed under no. 81/1 of village Calapur, which forms the part of the property "ODLEM BHAT", situated at Calapur, Santa-Cruz Village Panchayat area, herein after called said portion of land, more particularly described in the SCHEDULE -II hereunder written, by virtue of Deed of Sale dt. 11/04/2008 registered before Sub Registrar of Ilhas under 1538 at pages 57 to 80 of Book I volume 1960 dt.15/05/2008.

- 4 -









गोवा GOA

sr. No. 421 Place of Vend :- Panaji Date of issue 27.05.68 069472
 Value of stamp paper one thousand only
 Name of the purchaser M/S. S.P. Developers
 Residing at St. Ag. 8th floor Goa Son of
 As there is no single stamp paper for the value of Rs. 5000
one thousand only
 Additional stamp papers for the completion of the value is attached along with.

① Signature of the ~~ex~~ officio vendor AND WHEREAS, the property "ODLEM BHAT" originally

belonged to Joint Family of Dempo of Calapur (Sociadade Familiar de Dempo more particularly described in the SCHEDULE - I and by Deed of Dissolution dt. 06/05/1967 recorded before then Notary Public of Judicial Division of Ilhas, Panaji Shri. Fernando George Colaco at page 77 verse onwards of Book no. 590 the members of Casa Social Dempo of Calapur namely Srinivas Dempo and his wife and others along with their spouses dissolved the casa Social Dempo of Calapur and with the properties of Dissolved Society and the members of society promoted a new company known as M/S. Dempo Properties & Investment Pvt., Ltd., a Private Limited Company incorporated under Indian Companies Act 1956.

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गोवा GOA

sr. No. 431... Place of Vend :- Panaji Date of issue 02/06/2008 069473
 Value of stamp paper One Thousand only
 Name of the purchaser M/S. E. Dempo Properties
 Residing at Sh. 93, Ilhas, Goa Son of
 As there is no single stamp paper for the value of Rs. Sixty
 Nine Thousand only
 Additional stamp papers for the completion of the value is attached
 along with.

Signature of the official vendor

Signature of the Purchaser



AND WHEREAS, By Deed of Assignment dt. 06/05/1967 registered before Sub Registrar of Ilhas under no. 569 at pages 132 to 165 of Book I, volume 26 dt. 08/06/1967, the said Casa Social Dempo of Calapur assigned all the immovable properties including said property "ODLEM BHAT" to said M/S. Dempo Properties & Investment Pvt., Ltd., and in the said Deed of Assignment, the assets of the company has been described from serial no. 1 to 77 and said property is mentioned as item no. 4 in said schedule.

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गोवा GOA

sr. No. 201 Place of Vendor Panaji Date of issue 22/03/1973 069474
 Value of stamp paper One thousand only
 Name of the purchaser M/S. K. Land Developer
 Residing at S. Agz. Ilhas Goa
 As there is no single stamp paper of the value of Rs. Sixty
 Nine thousand only
 Additional stamp papers for the completion of the value is attached
 along with.

Signature of the *ex officio* vendor

Signature of the Purchaser



AND WHEREAS, By Deed dt. 22/03/1973 registered before Sub Registrar of Ilhas under no. 101 at pages 48 to 69 of Book I, volume 125 dt. 22/02/1978 said M/S. Dempo Properties & Investment Pvt., Ltd., conveyed the said property in favour of M/S. Zuari Real Estates Co. Pvt., Ltd., a company incorporated under Companies Act 1956 which is also a private co. of Dempo Family.

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AND WHEREAS, the said property is recorded in the survey records in name of Zuari Real Estates Co. Pvt., Ltd., a company incorporated under Companies Act 1956 which is also a private co. of Dempo Family.

AND WHEREAS, By Judgement and Order dt. 19/10/2001 passed by Honb'le High Court of Bombay at Panaji in company Petition no. 17-D/2001 connected with Company Application no. 29-D-2001 filed under section 391 and 396 of Companies Act 1956, M/S. Siridao Estates Pvt., Ltd., and M/S. Zuari Real Estates Coy Pvt., Ltd. of Dempo Families are amalgamated with another company of Dempo Families M/S. Dempo Properties and Investments Pvt., Ltd. for all legal purpose. Thus M/S. Dempo Properties and Investments Pvt., Ltd., became exclusive owner of said property.

AND WHEREAS the PURCHASERS / DEVELOPERS have approached the VENDORS to purchase the said portion of land, more particularly described in the SCHEDULE – II hereunder written, and as the VENDORS does not desires to retain the said portion of land and agreed to sell the said portion to the PURCHASERS / DEVELOPERS for total consideration of Rs. 69,00,000/- (Rupees sixty nine lakhs only) on terms and conditions set out therein.




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NOW THIS AGREEMENT FOR SALE IS
WITNESSETH BY THE PARTIES HERETO AS
FOLLOWS:

1. That the VENDORS do hereby agree to sell to the PURCHASERS / DEVELOPERS for the purpose of development said portion of land more particularly described in Schedule II hereunder written which area is demarcated in the plan annexed hereto of village Santa-Cruz which area is within the settlement zone for a total consideration of for a total price of Rs. 69,00,000/- (Rupees sixty nine lakhs only) payable to the OWNERS in Twelve instalments stipulated in the SCHEDULE - III hereunder written. As per the approved plan the FAR for the plot admeasuring 906 sq. mts., is not sanctioned due to technical reasons and in future it is likely that the PURCHASERS / DEVELOPERS will get the benefit of the same. In case the FAR for this plot is approved and if the PURCHASERS / DEVELOPERS prefer to use the same the PURCHASERS / DEVELOPERS will be liable to pay an additional amount of Rs. 2700/- per sq. mts., to the VENDORS only to the extent of use of such proportionate FAR. However it may be noted that Rs.7,50,000/-(Rupees seven lakhs fifty thousand only)


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4. The prospective VENDORS shall within a period of 10 days from the date of execution hereof, delivered to the PURCHASERS / DEVELOPERS, all the title deeds in their possession or control, relating to the said portion of land hereby agreed to be sold for the purpose of investigation of the title of the VENDORS to the said portion of land against an accountable receipt.
5. The VENDORS shall make out a marketable title to the said portion of land hereby agreed to be sold free from all reasonable doubts and shall at their own costs and expenses get in all the outstanding estates and clear all defects in title and all encumbrances and claims on or to the said portion of land including all claims by way of taxes, sale, mortgage, exchange, gift, trust, inheritance possession easement, lease, lien or otherwise whatsoever.
6. The VENDORS do hereby assure the PURCHASERS / DEVELOPERS that they have not created any third party claims in the said portion of land and do hereby indemnify the PURCHASERS / DEVELOPERS against any defect in title or third party claim that may arise which shall be settled by the VENDORS entirely at their own cost without any claim or liability against the



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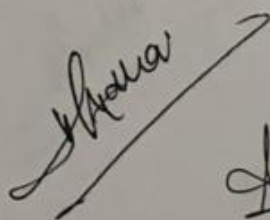
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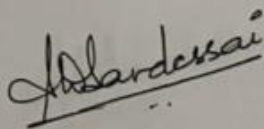
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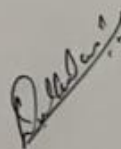
PURCHASERS / DEVELOPERS. Any delay in constructions of the project due to such settlement of defect in title or settlement of encroachment will be duly compensated to the purchasers by the vendors.

7. The VENDORS hereby indemnify the PURCHASERS / DEVELOPERS for all costs, expenses and losses that they may suffer, if any claim is made by any person / s including claims made in the capacity of mundkars / tenants and / or any other Right Holders in the said portion of land. The PURCHASERS / DEVELOPERS shall be entitled to settled all the claims to the said portion of land as they deem fit and shall be entitled to deduct / adjust the cost of such settlement from the same consideration payable as per these presents and the prospective VENDORS hereby consent to the same. PURCHASERS / DEVELOPERS shall also be entitled to withhold the payment of instalments and other amounts payable by them to the VENDORS until the claim of the third person/s to the said portion of land, if any is settled to the satisfaction of the PURCHASERS / DEVELOPERS. In alternative, it shall be at the option of the PURCHASERS / DEVELOPERS to rescind these presents and in such event the VENDORS shall refund all money paid to



- 12 -





them by the PURCHASERS / DEVELOPERS until the date of cancellation of these with interest at 18% per annum on the amounts paid from the date of payment upto the date of full and final.

8. The VENDORS do hereby authorise the PURCHASERS / DEVELOPERS to enter upon and conduct development and construction activity and enter into Agreement for sale of the said portion of land or any part thereof or the sub divided plots and / or built up units with their PURCHASERS / DEVELOPERS on execution of these presents.

9. Upon the execution of these presents, the PURCHASERS / DEVELOPERS shall be entitled to put a hoarding on the portion of land displaying the elevation of the proposed buildings and other particulars for the purpose of sale of units / apartments of the proposed sub divisions and / or buildings.

10. It is hereby specifically agreed by and between the prospective VENDORS and the PURCHASERS / DEVELOPERS as under :-



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M. S. S.

M. S. S.

(a) It was agreed between the parties before the execution of this agreement that the PURCHASERS / DEVELOPERS shall submit the plans of the building to the concerned Dept., on behalf of the VENDORS and shall be obtaining licence in the name of the VENDORS from the concerned Departments and the PURCHASERS / DEVELOPERS have already obtained the licence from concerned Dept., on behalf of the VENDORS

(b) The VENDORS shall on execution of these presents, execute an irrevocable General Power of Attorney in favour of Shri. Kiran Dabolkar giving various powers and authorities necessary for the development of the said portion of land.

(c) The PURCHASER / DEVELOPER shall bear and pay the costs charges and expenses for the development of the said portion of land.

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- (d) The PURCHASERS / DEVELOPERS shall be at liberty to amalgamate the said portion of land with the adjoining plots / properties after VENDORS receiving full consideration in respect of said portion of land / or by obtaining No Objection from the VENDORS.
- (e) The PURCHASERS / DEVELOPERS shall be entitled to sub-divide the said portion of land and construct buildings on the said property in accordance with the plans to be sanctioned by the Village Panchayat Santa-Cruz and sell the units / flats / apartments and other residential units constructed on the said saleable property on what is known ownership basis on such terms and conditions as the PURCHASERS / DEVELOPERS may deem fit for which purpose the PURCHASERS / DEVELOPERS shall be entitled to enter into agreement for sale of the said units flats / apartments / shops and other residential units including undivided rights in and to the said

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portion of land with the PURCHASERS / DEVELOPERS of the same and to receipt money thereof at the discretion of the PURCHASERS / DEVELOPERS without any reference to the prospective VENDORS.

(f) The VENDORS shall have no claim rights or interest in the said units / flats / apartments / residential units to be constructed in the buildings built on the said portion of land.

(g) If as a result of any breach of the terms, conditions and provisions of these presents by the VENDORS, the DEVELOPERS / PURCHASERS cannot fulfil its obligations under these presents and / or fail to make payment to VENDORS which are required to be made under these presents then an additional period of six months shall be granted by the VENDORS to implement and perform the terms and conditions of these presents and fulfil their obligation under the same.



(h) The time for the payment of the said sale consideration of Rs. 69,00,000/- (Rupees sixty-nine lakhs only) under clause no. 2 hereinabove shall be the essence of these presents. If the PURCHASERS / DEVELOPERS commits any default in payment to the prospective VENDORS within the time stipulated hereinabove and / or the reasonable extension thereto subject to clause 7 hereinabove PURCHASERS / DEVELOPERS shall be liable to pay interest @ 18% per annum to compensate the VENDORS for the delay.

(i) All disputes which may arise between the VENDORS and PURCHASERS / DEVELOPERS, whether in relation to or interpretation of the clause and conditions of these presents and about the performance of these presents or concerning any act or omission or commission of the other party to the dispute or by any of them or in relation to any matter whatsoever concerning



these presents shall be referred to Arbitration in accordance with the provision of the Arbitration and conciliation Act 1996.

- (j) In the event of any deposits paid by the PURCHASERS / DEVELOPERS in the name of the VENDORS to any Government, semi-Government, village Panchayat, Electricity Authorities the same shall be refundable to the PURCHASERS / DEVELOPERS alone.
- (k) The VENDORS are liable for the taxes in respect of the said portion of land upto the period of the execution of these presents and thereafter the PURCHASERS / DEVELOPERS shall be solely responsible to pay for the same.
- (l) The VENDORS shall have no objection for the sub-division or lay out of the said portion of land dividing the said portion of land into various sub plots as

desired by the PURCHASERS / DEVELOPERS.

(m) In the event that the PURCHASERS / DEVELOPERS are restrained by any court order and / or the Town Planning Authority / Village Panchayat Santa-Cruz ,any NGO's or Associations of local residents for conducting the construction activity in the said portion of land in any manner whatsoever the PURCHASERS / DEVELOPERS shall be entitled for all such reasonable extension of time for payment in terms of clause no. 2 herein till such time that the PURCHASERS / DEVELOPERS are liable to resume development / construction activity in the said portion of land and the VENDORS agree and confirm to the same.

(n) The VENDORS shall co-operate with the PURCHASERS / DEVELOPERS for obtaining power and water supply to the said portion of land and transfer the




same in favour of the PURCHASERS / DEVELOPERS and / or its nominees as need be.

(o) The VENDORS and the PURCHASERS / DEVELOPERS shall carry out jointly the survey of the said portion of land and if due to the survey if any deficit in the area of the said portion of land is found in that event the sales consideration of Rs. 69,00,000/- (Rupees sixty-nine lakhs only) shall be reduced proportionately and the instalments payable in clause no. 2 shall also be proportionately adjusted.

11. The VENDORS hereby state and confirm that no notice under the Land Acquisition Act or the Town and Country Planning Act has been issued against, received or served upon them in respect of the said portion of land hereby agreed to be sold and if any such notice be issued received or served before the completion of the sale, it shall be the option of the PURCHASERS / DEVELOPERS to rescind these presents and in such event the VENDORS shall refund

to the PURCHASERS / DEVELOPERS all the money paid by them until the cancellation of the present agreement with interest at 18% per annum along with damages. . Until the amount is paid by the VENDORS to PURCHASERS / DEVELOPERS, the PURCHASERS / DEVELOPERS shall have the right of lien of the said portion of land and the PURCHASERS / DEVELOPERS shall also have the right to withhold the possession of the said portion of land. However the PURCHASERS / DEVELOPERS shall have the option of completing the sale notwithstanding the said notice.

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12. (a) The VENDORS and all the necessary parties shall execute deed of conveyance or SaleDeed and all their assurance at the discretion of the PURCHASERS / DEVELOPERS, in favour of the PURCHASERS / DEVELOPERS and / or the nominees of the PURCHASERS / DEVELOPERS at the instance of the PURCHASERS / DEVELOPERS.

(b) Notwithstanding anything contained herein the PURCHASERS / DEVELOPERS may intimate the VENDORS to execute the deed of conveyance of their said portion of land in their own favour or in the favour of their nominee /s at any time as and when they desire and the VENDORS shall execute the deed of

conveyance as desired by the PURCHASERS / DEVELOPERS immediately within a period of one month of the intimation in this regard provided all the moneys receivable by them have been received by them from the PURCHASERS / DEVELOPERS.

13. The PURCHASERS / DEVELOPERS and the VENDORS shall be entitled to specific performance of these presents and also shall be entitled to recover damages and costs if the sale is not completed due to wilful default on the part of the VENDORS.
14. All out of pocket expenses of and incidental to these presents and the Deed of Conveyance and other writing to be executed in pursuance hereof inclusive of search costs of obtaining certified copies as plans advertisements charges, stamp duty (if any) and registration charges etc. will be borne and paid by the PURCHASERS / DEVELOPERS.
15. Possession of the said portion of land is not delivered unto the PURCHASERS / DEVELOPERS and / or its nominee and the same shall be delivered only after receiving the full consideration in terms stipulated therein.



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SCHEDULE -I
(DESCRIPTION OF THE PROPERTY)

ALL THAT PROPERTY known as "ODLEM BATTA, situated at Calapur (Santa Cruz), within the limits of Village Panchayat of Santa Cruz, Sub District of Ilhas, District of Goa, described in Land Registration Office of Ilhas under no. 1704 of Book B-5 new enrolled in Taluka Revenue office Matriz no. 299 and house under Matriz no, 103.

S C H E D U L E - I I
(DESCRIPTION OF THE PORTION OF THE PROPERTY)



ALL THAT piece and parcel of a plot of land carved out in the portion of the said property which portion admeasures an of $2865 + 906 = 3771$ sq. mts., surveyed under no. 81/1 of village Calapur, Tiswadi Taluka and delineated in red colour on the plan annexed hereto and called as the said plot situated in Santa Cruz Panchayat area, Sub District of Ilhas, District of Goa, described in the Land Registration office of the judicial Division of Ilhas of Goa under no. 1704 of Book B-5 new enrolled in the land revenue records under no. 299 in the Revenue office of Ilhas of Goa. The said plot is bounded as under:-

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ON THE NORTH: by remaining part of the property surveyed under no. 81/1, plot P7, access road;

ON THE SOUTH: by 10 mts wide road, surveyed under no. 92 of the same village Calapur;

ON THE EAST : by plot no. M6 and survey no. 81/1(P) of Calapur village;

ON THE WEST : by survey no. 86 of Calapur Village.

S C H E D U L E - III
(TERMS OF PAYMENTS)



DATE OF PAYMENT	CHEQUE NO.	BANK	AMOUNT
6/7/08	662201	Shamrao Utkal or S.P. Bank	6,00,000=00
6/8/08	662202	- " -	6,00,000=00
6/9/08	662203	- " -	6,00,000=00
6/10/08	662204	- " -	6,00,000=00
6/11/08	662205	- " -	6,00,000=00
6/12/08	662206	- " -	6,00,000=00
6/1/09	662207	- " -	6,00,000=00
6/2/09	662207	- " -	6,00,000=00
6/3/09	662208	- " -	6,00,000=00
6/4/09	662209	- " -	6,00,000=00
6/5/09	662210	- " -	3,50,000=00

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Sardesai
Shardesai

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year hereinabove mentioned:

SIGNED AND DELIVERED
BY THE WITHIN NAMED
"VENDORS"






Shardesai






[1] MR. DEVENDRA KASHINATHRAO SARDESAI,
proprietor of M/S. SARANG CONSTRUCTIONS,



(LEFT HAND FINGER PRINTS)(RIGHT HAND FINGER PRINTS)



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- 2) 
- 3) 
- 4) 
- 5) 

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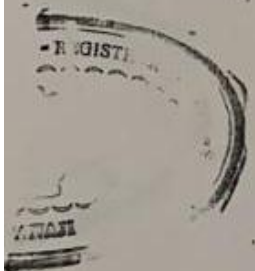
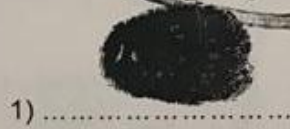
Sardesai

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2] SMT. SHARMILA DEVENDRA SARDESAI,
(LEFT HAND FINGER PRINTS)(RIGHT HAND FINGER PRINTS)



Shardessai

Shardessai

Shardessai

SIGNED AND DELIVERED
BY THE WITHIN NAMED
"PURCHASERS / FINANCIERS"



M/S. S. K. LAND DEVELOPERS
a Partnership concern represented by its partner,
SHRI. KIRAN ANAND DABOLKAR



(LEFT HAND FINGER PRINTS)(RIGHT HAND FINGER PRINTS)

1) 1)

2) 2)

3) 3)

4) 4)

5) 5)



IN THE PRESENCE OF:-

1) NITIN DESAI *N Desai*

2) Charis mesquite *Charis*



Charis

N. Desai

Charis

- ① Mr. Devendra Kashinathrao Sardesai, s/o Kashinathrao Sardesai, 45 yrs, married, Proprietor of M/s. Sarang Constructions and his wife.
- ② Smt. Sharmila Devendra Sardesai, 40 yrs, service, both, Indian National s/o UG-4, Phase IV, bldg, VII Kamal-classic, Calanzalem Goa.
- ③ M/s. S.K. Land Developer, Partnership Concern, represented by its partner Shri. Kiran Anand Dabolkar, s/o Anand Dabolkar, 33 yrs, married, s/o Anand Sadan, Dhand Waddo, Saligao Goa.

executing party

 admits execution of the so called
Agreement deed

- 1 Mansoni
- 2 Sardesai
- 3 Dabolkar



registered No. 1796
 at pages 432 to 462
 Book No. F Volume 1969
 date 11/6/08

Deeell
 SUB-REGISTRAR
 ILHAS
 9/6/08



Deeell
 Sub-Registrar

Note & Return this document
 will be returned on 11/6/08.

Deeell
 SUB-REGISTRAR
 ILHAS