

AGREEMENT OF SALE

THIS AGREEMENT is made in this city of Panaji, Taluka and Sub-District of Tiswadi, District of North-Goa, State of Goa, on this ___ day of month _____, 2016 by and

BETWEEN

M/S VERSATILE LANDBASE PRIVATE LIMITED, a company duly incorporated under the companies Act 1956, having its registered office at 307, Apra North, Ex-plaza, H-2, Netaji Subhash Place, Pitampura, Delhi, 110 034, represented herein by its Authorised Signatory Shri. _____, son of Mr. _____, aged _____ years, occupation _____, Indian National, resident of _____, hereinafter referred to as the “PROSPECTIVE VENDORS-CUM-DEVELOPERS” (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest, executors, administrators and assigns) of the **ONE PART**

AND

1. Mr./Mrs. _____, son/husband/daughter/wife of _____, aged _____ years, occupation _____, holding PAN Card bearing No. _____, marital status _____,

2. Mr./Mrs._____, son/husband/daughter/wife of _____, aged _____ years, occupation _____, holding PAN Card bearing No. _____, marital status _____, Resident/s of _____, Indian National/s, hereinafter referred to as the “**PROSPECTIVE PURCHASER/S**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

INTERPRETATION

Unless the context or meaning thereof otherwise requires,

- (a) Any reference in this Agreement to any rule, regulation, directive or document shall be construed as including a reference to that rule, regulation, directive or document as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement.
- (b) References to clauses and recitals shall be construed as references to clauses or recitals of this Agreement, unless specified otherwise.
- (c) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

- (d) The words denoting the singular shall include the plural and vice versa, the words denoting any gender shall include any other gender, as the context may require.

WHEREAS there exists a property better described in **Schedule "A"** hereto, and which Property shall hereinafter be referred to as the "**SAID PROPERTY**".

AND WHEREAS the SAID PROPERTY belonged to Mr. Esvonta Sinai Zuarcas and said Mr. Esvonta Sinai Zuarcas was married to Mrs. Baguiroti Esvonta Sinai Zuarcas.

That said Mr. Esvonta Sinai Zuarcas expired on 21/12/1916 without any issue, leaving behind his wife said Mrs. Baguiroti Esvonta Sinai Zuarcas as his moiety sharer and his mother Mrs. Janaqui Vamona Sinai Zuarcas, as his sole and universal heir.

AND WHEREAS upon the death of said Mr. Esvonta Sinai Zuarcas, a Deed of Partition with Settlement of Accounts of the Creditor and Adoption dated 31/01/1923, recorded under no. 206 at Pages 76 onwards came to be executed, wherein the said Property came to be allotted to his wife said Mrs. Baguiroti Esvonta Sinai Zuarcas.

AND WHEREAS by the said Deed of Partition with Settlement of Accounts of the Creditor and Adoption dated 31/01/1923 said Mrs. Baguiroti Esvonta Sinai Zuarcas also adopted Mr. Vinaeca, who was the

son of her cousin Essoda Porob, and by virtue of said Deed dated 31/01/1923 said Mr. Vinaeca came to be known as VINAECA ESVENTA SINAI ZUNVARKAR.

AND WHEREAS by virtue of Deed of Gift Intervivos dated 24/10/1950 recorded at folio 72 onwards of Deeds Book No. 419 in the office of the Civil-Registrar-cum-Sub-Registrar and Notary Ex-officio of the Judicial Division of Ilhas, said Baguiroti Esvonta Sinai Zuarcas gifted the said property in equal shares to her two grandsons namely Mr. Valloba Sinai Zuarcas and Mr. Sripada Sinai Zuarcas, who were then minors and children of said Mr. Vinaeca Zuarcas.

AND WHEREAS said Mr. Valloba Sinai Zuarcas married to Mrs. Bharati Vallobas Zuarcas and Mr. Sripada Sinai Zuarcas married to Mrs. Snehalata Sripada Zuarcas and as such their respective spouses became the joint owners in possession of the SAID PROPERTY.

AND WHEREAS by virtue of Deed of Gift dated 03/09/1985 duly registered in the office of the Sub Registrar of Ilhas under no. 58 at pages 389 to 397 of Book I Vol. No. 218 dated 7/2/1986, said Mr. Valloba Sinai Zuarcas and his wife Mrs. Bharati Vallobas Zuarcas and Mr. Sripada Sinai Zuarcas and his wife Mrs. Snehalata Sripada Zuarcas gifted the Northern Portion of the SAID PROPERTY admeasuring 23,743.00 square metres, to Mr. Dattaram Puno Naik.

AND WHEREAS thereafter said Mr. Valloba Sinai Zuarcar and Mr. Sripada Sinai Zuarcar orally partitioned the remaining Portion of the SAID PROPERTY equally among themselves, and the said portion admeasuring 4,23,032.00 sq. mts is better described in **Schedule "B"** hereto, being the Southern Portion was allotted to Mr. Sripada and his wife and the Northern Portion was allotted to Mr. Vallabh and his wife.

AND WHEREAS by virtue of Deed of Sale dated 31/05/2006 duly registered in the office of the Sub-Registrar of Ilhas at Panaji under no. 1561 at Pages 20 to 66 of Book No I Vol. 1649 dated 06/06/2006, said Mr. Shripad Juvarkar and his wife Mrs. Snehalata sold a part of their southern portion admeasuring 1,50,000 square metres to RPA Promoters and Developers Pvt. Ltd. a company incorporated and registered under the companies Act, 1956, and having its registered office at 6926, Jaipuria Mills, Clock Tower, Sabzi Mandi, Delhi-110 007.

AND WHEREAS by virtue of another Deed of Sale dated 28/07/2006 duly registered in the office of the Sub Registrar of Ilhas at Panaji under no.2079 at pages 78 to 135 of Book No. I Vol. 1672 dated 09/08/2006, said Mr. Valloba Sinai Zuarcar and his wife Mrs. Bharati Valloab Zuarcar and Mr. Sripada Sinai Zuarcar and his wife Mrs. Snehalata Sripada Zuarcar, sold their undivided 1,00,000.00 out of their remaining 2,73,032.00 Square meters (i.e 1,00,000/2,73,032 square metres) to said RPA Promoters Developers Pvt. Ltd.

AND WHEREAS vide Deed of Rectification of Deed of Sale dated 28/07/2006, made on 18/10/2006, duly registered under no. 2804 at Pages 533 to 546 in Book no. I Vol. 1703 dated 31/10/2006, the Sale Deed dated 28/07/2006 came to be rectified to define specifically and describe the area of the Property conveyed by the said Sale Deed; the Said area Conveyed by Sale Deed dated 28/07/2006, rectified on 18/10/2006 specifically demarcates in the Plan annexed to the Rectification Deed the area sold therein.

AND WHEREAS by virtue of Deed of Sale dated 18/10/2006 duly registered in the office of the Sub Registrar of Ilhas at Panaji under no. 2803 at pages 473 to 532 of Book No. I Vol. 1703 dated 31/10/2006, said Mr. Valloba Sinai Zuarcas and his wife Mrs. Bharati Valloab Zuarcas and Mr. Sripada Sinai Zuarcas and his wife Mrs. Snehalata Sripada Zuarcas, sold a further 1,00,000.00 square metres out of their remaining 1,73,032.00 square metres (i.e. 1,00,000/1,73,032 square metres) to said RPA Promoters and Developers Pvt. Ltd. The said area Sold by Sale Deed dated 18/10/2006 has been demarcated in the Plan attached thereto.

AND WHEREAS in view of the above, Said Mr. Valloba Sinai Zuarcas and his wife Mrs. Bharati Valloab Zuarcas and Mr. Sripada Sinai Zuarcas and his wife Mrs. Snehalata Sripada Zuarcas have sold and transferred in favour of said RPA Promoters and Developers Pvt. Ltd; an area admeasuring 3,50,000.00 square metres and the remaining portion

which admeasures an area of 73,032.00 square metres, is described in Schedule 'C' hereto.

AND WHEREAS subsequently by virtue of three Deeds of Sale, duly registered in the office of the Sub Registrar of Ilhas at Panaji, Said RPA Promoters and Developers Pvt. Ltd. sold, conveyed and or transferred the said area of 3,50,000 square metres of the property described in Schedule 'B' hereto, to M/S. Casagrande Developers Private Limited, a company incorporated and registered under the Companies Act, 1956 and having its registered office at 'Reheja Centre Point' 294 CST Road, Near Mumbai University, off Bandra- Kurla Complex, Santacruz (E), Mumbai-400098.

AND WHEREAS by virtue of a Deed of Sale dated 08/01/2007 duly registered in the office of the Sub Registrar of Ilhas at Panaji under no. 152 at pages 323 to 386 of Book No I. Vol. No 1740 dated 16/01/2007, read with Deed of Rectification dated 16/03/2007 duly registered in the office of the Sub-Registrar of Ilhas at Panaji, said Mr. Valloba Sinai Zuarcar alias Mr. Vallabh Vinayak Juvarkar and his wife Mrs. Bharati Valloab Zuarcar and Mr. Sripada Sinai Zuarcar alias Mr. Shripad Vinayak Juvarkar and his wife Mrs. Snehalata Sripada Zuarcar, sold remaining area of 73,032.00 square metres, which is described in Schedule 'C' hereto to the M/s Trinity Landbase Pvt. Ltd. herein.

That the portion of land to the extent of 73,032.00 square metres described in Schedule 'C' hereto (comprising of C1 Zone & A2 Zone), shall hereinafter be referred to as the **"SAID PART"**.

AND WHEREAS vide Agreement dated 17/01/2008 read with Deed of Sale dated 19/11/2008, duly registered in the Office of Sub-Registrar of Ilhas, under no. 3294, at Pages 542 to 564, Book No. I, Vol. No. 2028, dated 20/04/2008, the said M/S Trinity Landbase Private Limited, transferred and sold the portion of land admeasuring 23,706.00 Sq. meters (of which an area admeasuring 4931.00 Sq. meters is under Orchard Zone), forming southern portion of the SAID PART, unto the PROSPECTIVE VENDORS-CUM-DEVELOPERS herein.

This Southern Part admeasuring 23,706.00 Sq. meters is more particularly described under SCHEDULE D hereunder written and is hereinafter for the sake of convenience is referred to as **"SAID PORTION"**.

AND WHEREAS upon becoming the owner of the SAID PORTION in pursuance to the instruments referred to in the preceding para, the PROSPECTIVE VENDORS-CUM-DEVELOPERS partitioned the Said Portion from the SAID PART and consequently from the Said Property and got the same separately surveyed under Survey No. 34/1-C-1 of Goalim-Moula with the name "Padri-Quirta" vide Order dated 09/04/2010 passed in Partition Case No. LND/PART/185/2009.

AND WHEREAS the southern part of the said property to the extent of 4931 sq. mts. is earmarked as an orchard zone. The said portion is better identified in the plan annexed hereto in Yellow shading.

AND WHEREAS the Purchaser with an intention to develop the balance portion admeasuring 18775 sq. mts. which is earmarked under the settlement zone have applied for sub division of the said property to the extent of 18775 sq. mts. into various sub divided plots with an intention to sell the same to the prospective purchasers. The Vendors in that pursuit has prepared the plans creating sub divided plots which are identified under no. 1 to 39 with an intention to sell the said plots on an ownership basis to the prospective purchasers. The approvals which are sought for by the Vendors provides for open space, roads, drainage and other infrastructures as contemplated in terms of law.

AND WHEREAS the Vendors desires to sell the said sub divided plots to the prospective purchasers with an clear understanding that the prospective purchasers upon purchase of the respective plots would be entitled to use in common open area, roads, open spaces etc. along with the other owners of the sub divided plots and with the Vendors who are owners of 18775 sq. mts. of the balance property surveyed under survey no. 34/1-C-1 and identified in the plan in yellow hatched lines.

AND WHEREAS the said above referred sub-division has been approved vide Provisional N.O.C. dated 10/08/2015 bearing reference number TIS/8314/Goli-mou/TCP/15/1013 issued by Office of Town and Country Planning Department, Goa and Provisional N.O.C. dated 11/04/2016 bearing reference number VP/CBT/2016-17/Const./110 dated 11/04/2016 issued by the Office of Village Panchayat of Curca, Bambolim, Talaulim, Tiswadi-Goa

AND WHEREAS the PROSPECTIVE PURCHASER/S approached the PROSPECTIVE VENDORS-CUM-DEVELOPERS expressing his/her/their intention to purchase one of such sub-divided plot and demanded for title documents for verification through his/her/their lawyer/s.

AND WHEREAS the PROSPECTIVE PURCHASER/S after being fully satisfied with the clean, clear and marketable title of the PROSPECTIVE VENDORS-CUM-DEVELOPERS and the rights and limitations of the PROSPECTIVE VENDORS-CUM-DEVELOPERS on total Sub-Division of the Said Portion as also rights and limitations of the PURCHASER/S as regards the roads of the said sub-division, has/have expressed his/her/their willingness to purchase one of such sub-divided plot of the Said Portion identified as Plot No. _____ admeasuring ----- and offered to pay a consideration of Rs. _____/- (Rupees _____ Only) towards such transfer.

This Plot No. _____ is more particularly identified in the **SCHEDULE F** hereunder written and is hereinafter for the sake of convenience is referred to as the “**SAID PLOT**”.

AND WHEREAS the parties hereto have decided to reduce the above understanding and the terms and conditions arrived thereto into writing and thus the parties executes the present agreement.

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSES AS UNDER:

1. That in pursuance to the above understanding and in consideration of Rs. _____/- (Rupees _____ Only), the PROSPECTIVE VENDORS-CUM-DEVELOPERS hereby covenant, agree and promise to grant, convey, sell, transfer, assign and assure by way of sale to the PROSPECTIVE PURCHASER/S, the Plot identified as Plot No. _____ Admeasuring _____ sq. mts, described in Schedule F forming part of the property described in Schedule E hereunder written along with all other things situated therein including all the plantation, easements, privies, benefits, privileges, advantages, appurtenances, etc. available on it.
2. That out of the total consideration of Rs. _____/-, the PROSPECTIVE PURCHASER/S has/have paid a sum of Rs. _____ in the following manner:

a) a sum of Rs. _____/- (Rupees _____ Only) vide
Cheque/Demand Draft/Pay Order/RTGS No. _____ dated
_____ drawn on _____; and

b) a sum of Rs. _____/- (Rupees _____ Only) vide
Cheque/Demand Draft/Pay Order/RTGS No. _____ dated
_____ drawn on _____;

the payment and receipt of the said sum of Rs. _____/- is
acknowledged by the OWNER-CUM-DEVELOPER/is subject to
realization of the above cheque/s.

3. The balance consideration of Rs. _____/- shall be paid
within _____ months from the date of execution of this
agreement.

OR

The balance consideration of Rs. _____/- shall be paid in
the following manner:

- a) a sum of Rs. _____ (Rupees _____ Only) on or
before _____;
- b) a sum of Rs. _____ (Rupees _____ Only) on or
before _____ in favour of DEVELOPER;
- c) a sum of Rs. _____ (Rupees _____ Only) on or
before _____;

d) a sum of Rs. _____ (Rupees _____ Only) on or before _____.

4. It is hereby stipulated that, in case the balance consideration is paid by cheque/s, then such cheque/s shall be delivered to the PROSPECTIVE VENDORS-CUM-DEVELOPERS at least 7 (seven) days before such payment becomes due in terms of clause 3 above, considering the time that shall be lost towards clearance of the said cheque/s. The Sale Deed shall be executed only upon realization of the cheque/s paid towards payment of balance consideration.
5. The PROSPECTIVE PURCHASER/S agree/s to pay the maintenance charges @ Rs. 100/- per Sqm per annum to the PROSPECTIVE VENDORS-CUM-DEVELOPERS at the time of execution of Sale Deed.
6. The Vendors hereby declares that the possession of the SAID PLOT will be transferred immediately unto the PROSPECTIVE PURCHASER/S in vacant position, free from all charges, encumbrance or charge or claim or lien of whatsoever nature, upon payment of amount agreed in clause 3 contained herein above.
7. If as a result of any legislation, order or rule or regulation made or issued by the Government, or any other authority or if the competent authority refuses, delays, withholds, or denies the grant of necessary approvals for sub-division of plot as mentioned in

Schedule- D before the prescribed date of execution of Sale Deed or if any matters relating to such approvals, permissions, notices, notifications by the competent authority(ies) becomes the subject matter of any lawsuit/writ before a competent court and the PROSPECTIVE VENDORS-CUM-DEVELOPERS is unable to deliver the Plot in such case the present Agreement shall stand cancel automatically and the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall be liable to refund the amount received toward the sale of said plot without any interest with in 30 days from the date of issuance of notice in this regard to the PROSPECTIVE PURCHASER/S.

8. It is agreed by and between the parties in case, the Cheque or any of the Cheques issued vide clause 2 and or clause 3 above is/are dishonoured for any reason whatsoever, the present agreement shall at once and automatically stands cancelled and terminated, without any formality of execution of cancellation instrument or written communication. In case the agreement stands cancelled and terminated for dishonour of one of the cheques, the monies paid vide other cheques shall stand forfeited and the PROSPECTIVE PURCHASER/S shall not be entitled to claim any refund.

9. It is agreed by and between the parties in case, the PROSPECTIVE PURCHASER/S fails to pay the balance consideration within the stipulated time as per the terms and schedule, the PROSPECTIVE PURCHASER/S shall be under obligation to pay the interest 18% PA

till the default subsist. However, in case default in payment continues for more than 45 days from its due date, it shall results into automatic termination and cancellation of the present agreement, without any requirement of execution of any cancellation instrument or written communication.

10. It is agreed by and between the parties that in case upon such termination and cancellation (automatic or otherwise) as referred to in clause 7, 8 and or 9 above, the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall be at liberty to sell the SAID PLOT to any other person of their choice without any reference and without consent of the PROSPECTIVE PURCHASER/S.

11. In eventuality of termination and cancellation in pursuance to clause 9, the monies paid as and by way of advance as mentioned in clause 2 shall stand forfeited while any monies received in addition to what is provided for in clause 3 shall be refunded only upon the PROSPECTIVE VENDORS-CUM-DEVELOPERS entering into new agreement in respect of the SAID PLOT with such third party. Such refund shall be free of any interest.

12. The PROSPECTIVE VENDORS-CUM-DEVELOPERS upon receipt of the full consideration shall execute the Sale Deed in respect of the SAID PLOT, as provided above and in the name of the PROSPECTIVE PURCHASER/S without any further claim/benefit in terms of money

or in kind unless where the Sale Deed is requested by the PROSPECTIVE PURCHASER/S in the name of any third party, in which case, in addition to the consideration as agreed herein above, the PROSPECTIVE PURCHASER/S shall be liable to pay unto PROSPECTIVE VENDORS-CUM-DEVELOPERS a sum of Rs. 200 per Sqm towards such third party transfer.

13. However, OWNER-CUM-PROSPECTIVE VENDOR's obligation of execution of sale deed and handing over the possession of plot shall be subject to force majeure clause which, inter alia, includes

- i) Civil commotion or by reasons of war, enemy action, Civil Disturbance or earthquake or any act of God or natural calamity or agitation by Locals / Organization etc. due to which development work could not be completed ;
- ii) Any notice, order, rules, notification of the Government and/or by any other public or competent authority and/or by any judicial authority;
- iii) Delay on the part of Government/Statutory Authority in issuing any permission/license/approval and or final NOC and or releasing water and or electric supply in case the said development is completed in all respect and or proper application are already made to the Government/Statutory Authority;
- iv) for other reasons beyond the control the PROSPECTIVE VENDORS-CUM-DEVELOPERS

- v) Delay on the part of local Authority in issuing Final Sub-Division permissions (unless the prospective purchaser/s requests to execute sale deed in his/her/their favour pending the issuance of Final Sub-Division permission at his/her/their responsibility and consequences)

16. In above circumstances, PROSPECTIVE VENDORS-CUM-DEVELOPERS, shall be entitled to a reasonable extension of the time for delivery of possession of the Plot and or execution of the Sale Deed. The PROSPECTIVE PURCHASER/S understand/s and acknowledge/s that if due to any force majeure conditions, the whole or part of the Project is abandoned or abnormally delayed, the PROSPECTIVE PURCHASER/S shall not be entitled to prefer any claim whatsoever except that they shall on demand refund the PROSPECTIVE PURCHASER's money.

17. The PROSPECTIVE PURCHASER/S has/have seen and accepted the layout plans, tentative zoning plans, location of the Plot, all of which have been duly prepared by the architects and consultants of the PROSPECTIVE VENDORS-CUM-DEVELOPERS, however the same is liable to be changed, altered, modified, revised, added, deleted, substituted or recast as per the directions of competent authority(ies). The PROSPECTIVE PURCHASER/S shall not raise any dispute/claim against the PROSPECTIVE VENDORS-CUM-DEVELOPERS in this regard. However, in certain special circumstances, during the process of sanction or even after

sanction of the layout plans of the Project, the PROSPECTIVE VENDORS-CUM-DEVELOPERS may, at its discretion or due to directions of the competent authorities, change, alter, modify, revise, add, delete, substitute the said Plot. If the PROSPECTIVE PURCHASER/S writes to the OWNER PROSPECTIVE VENDORS-CUM-DEVELOPERS within 30 (thirty) days of intimation by the PROSPECTIVE VENDORS-CUM-DEVELOPERS indicating his non-consent/objections to such alterations/modification, then the present agreement shall be deemed to be cancelled and the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall refund the balance amount without any interest, after deducting the 10% of basic sales consideration. The PROSPECTIVE PURCHASER/S confirm/s and agree/s to pay increase in the Total Consideration in case the Plot area is increased. The PROSPECTIVE VENDORS-CUM-DEVELOPERS shall refund (without any interest) or adjust any refund which becomes due and payable to the PROSPECTIVE PURCHASER/S, on account of reduction in the Plot area. It is agreed that the rate at which the booking is done shall be the sole criteria of determining the payment/refund, such adjustment in area and price shall be considered and adjusted at the time of Sale Deed.

18. It is agreed and understood between the parties that considering the fact that the Vendors has retained part of the said property to the extent of 4931 sq. mts. which is not forming part of this development, notwithstanding the fact that the prospective

purchasers is acquiring ownership rights to their respective sub divided plots, the Vendors or future prospective buyer of this retained part shall without the interference and or obstruction and or objection of what so ever nature from the prospective purchasers shall as a matter of right be entitled to use all common amenities of the said development namely the roads, open spaces, club house, garden etc. and avail water connection, electricity connection, drains etc. from the said property for the benefit of the area retained by the Vendors and identified in the plan in yellow shading.

19. The Purchaser hereby declares that they shall have no objection of whatsoever nature to the Vendors or future prospective buyer of this retained part using the roads, open spaces, club house, garden etc. and or any other common facilities or utilities for the benefit of the area retained by the Vendor and identified in the plan in yellow shading. However the Vendors whilst using all the said facilities shall not affect the right, title and interest of the Prospective purchasers vis a vis the plots which are purchased by them.

20. It is agreed by and between the parties that subject to incurring the cost by the Vendors, the Vendors shall be entitled to extend the electricity and water connection which is available in the development undertaken by the Vendor to the area retained by the Vendor which is identified in the plan in yellow shading.

21. The Purchaser hereby declares that they shall have no claim and hereby declares that notwithstanding the fact that the said portion to the extent of 4931 sq. mts. forms part and parcel of the same survey no. the prospective purchasers shall have no claim of whatsoever nature over the said portion identified in the plan in yellow shading and the Vendors shall as an absolute owners thereof be entitled to deal with the same in the manner they likes without any obstruction and or interference from any one including the purchasers herein. .

22. It is made abundantly clear that in respect of all remittances related to acquisition/transfer of the Plot, it shall be the sole responsibility of PROSPECTIVE PURCHASER/S falling under the category of non-resident Indian/foreign national of Indian origin/Overseas Citizen of India, if any, to comply with the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the PROSPECTIVE VENDORS-CUM-DEVELOPERS with such permissions, approvals, etc. In the event of any failure on the PROSPECTIVE PURCHASER's part to comply with the provisions of FEMA and/or prevailing exchange control guidelines issued by the Reserve Bank of India, he/she/they shall be solely liable for any action that may be taken by the competent authorities in this regard. The

PROSPECTIVE VENDORS-CUM-DEVELOPERS accept no responsibility in this regard and the PROSPECTIVE PURCHASER/S shall keep the PROSPECTIVE VENDORS-CUM-DEVELOPERS fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the PROSPECTIVE PURCHASER/S, subsequent to the signing of this Agreement, it shall be the sole responsibility of the PROSPECTIVE PURCHASER/S to intimate the same in writing to the PROSPECTIVE VENDORS-CUM-DEVELOPERS immediately and comply with all the necessary formalities, if any, under the applicable laws.

23. The PROSPECTIVE PURCHASER/S hereby expressly agrees that in the event of any amount by way of premium or security deposit, service tax, Water Connection Charges, Electricity Charges, Value Added Tax or any other taxes becoming due and payable to Panchayat or any other Government Authority due to change in legislation or for betterment charges, development tax, infrastructure tax, or payments similar or incidental thereto becoming payable by the PROSPECTIVE VENDORS-CUM-DEVELOPERS, the same shall be reimbursed by the PROSPECTIVE PURCHASER/S to the PROSPECTIVE VENDORS-CUM-DEVELOPERS in proportionate to the area of the said plot agreed to be purchased by the PROSPECTIVE PURCHASER/S. The sum demanded in writing in relation to the above payments shall be conclusive proof of the correctness of the

same and shall be accepted by the PROSPECTIVE PURCHASER/S without any dispute.

24. The PROSPECTIVE PURCHASER/S acknowledges that the PROSPECTIVE VENDORS-CUM-DEVELOPERS hold irrevocable and uninterrupted right to access the Orchard Part of the Said Portion retained by it lying on the west of the developed part of the Said Portion, from the main public road through the internal roads of the said developed part of the Said Portion, without any liability or obligation.

25. The PROSPECTIVE PURCHASER/S undertakes, not to create any hindrance or obstruction to the PROSPECTIVE VENDORS-CUM-DEVELOPERS to the free and uninterrupted usage of the internal roads to access the Orchard part, whether individually or in group or association of purchasers of the other plots. In case, if at any time in future, if the road access to the Orchard part of the Said Portion from the main road is blocked by the PROSPECTIVE PURCHASER/S, whether individually or in association with others, the PROSPECTIVE PURCHASER/S shall be liable to pay a sum of Rs. 500/- per day as damages to the PROSPECTIVE VENDORS-CUM-DEVELOPERS.

26. It is agreed by and between the parties that all expenses towards execution and registration Sale Deed such as Stamp Duty,

Registration Fees, Process Fees, Legal Fees and miscellaneous fees shall be borne and paid by the PROSPECTIVE PURCHASER/S only.

27. For the purpose of any future communication or correspondence, it shall be sufficient if the letter is duly stamped and posted at the following address:

OF THE PROSPECTIVE VENDORS-CUM-DEVELOPERS

Office at 307, Apra North, Ex-plaza, H-2, Netaji Subhash
Place, Pitampura, Delhi, 110 034

OF THE PURCHASER

28. Both the parties are entitled for the specific performance of this agreement.

SCHEDULE A

DESCRIPTION OF THE PROEPRTY:

Property named QUINTAL or QUINTA DE CIMA or MOULA DE CIMA it is composed of Coconut trees, Areca trees, Jackfruit trees, Mango trees, Cashew trees, Brindao trees and other fruit bearing trees situated in the village Gaolim-Moula, Taluka of Tiswadi and sub-district of Ilhas, district of North-Goa, State of Goa, within the village Panchayat of Curca Ilhas, Goa. The said property is registered in the Land

Registration Office at Panaji under no. 1966 of Book B-23 old and is enrolled in the Taluka Revenue Office at Panaji under Nos. 46, 47, 48 and is bounded as under:

- East : by the public road;
- West : by the hill known as Moula of Ezzo Naique and others.
- North : by the hill of Comunidade and the boundary of Village Bainguinem; and
- South: by the other hill Moula of Gopi Sinai Juvarkar.

The said property is surveyed under no. 32/0, 33/0 and 34/0 of Village Gaolim Maula and admeasures 4,46,725 sq. mts.

SCHEDULE B

Part of the property described in SCHEDULE 'A', above which part admeasures 4,23,032.00 sq. mts and is bounded as under:

- East : by the public road;

West : by the property gifted to Dattaram Puno Naik bearing survey no. 34/0 (part) and then the remaining part of the Said Property;

North: by the hill of the Comunidade and the boundary of Village Baiguinem;

South: by the other hill Moula of Gopi Sinai Juvarkar.

The above part is surveyed under Survey Nos. 32/0, 33/0 and 34/0(part).

SCHEDULE C

Description of the Said Part

The remaining portion of the property described in SCHEDULE B above , which portion admeasures 73,032.00 sq. mts , and is bounded as under:

East : by road;

West : by the hill known as Moula of Ezzo Naique and others;

North : by the hill of Comunidade and the boundary of Village Bainguinem;

South : by the remaining part of the said property sold by Sale Deed dated 18/10/2006;

The said part is surveyed in the Village Gaolim Maula under survey no. 34/0 (part).

SCHEDULE D

Description of Said Portion:

Portion of the property described in Schedule 'C' above, which portion admeasures 23,706.00 sq. mts. and is bounded as under:

East : by the road;

West : by the hill known as Moula of Ezzo Naique and others,

North : by the remaining part of the property of the M/s Trinity Landbase Private Limited.

South : by the property of Casagrande Developers Pvt. Ltd;

The said portion is surveyed in the Village Gaolim Maula under Survey no. 34/1-C-1.

SCHEDULE E

Description of Said Portion:

Portion of the property described in Schedule 'D' above, which portion admeasures 18775 sq. mts. and is bounded as under:

East : by the road;

West : by the remaining portion of the same portion admeasuring 4931 sq. mts.;

North : by the remaining part of the property of the M/s Trinity Landbase Private Limited.

South : by the property of Casagrande Developers Pvt. Ltd;

SCHEDULE F

Description of the SAID PLOT hereby sold

ALL that plot of land identified as Plot No. _____ admeasuring an area of -----, forming part of the Said Portion described in SCHEDULE hereinabove written and is bounded as under:

East : -----;

West : -----;

North : -----; and

South : -----.

The boundaries of the SAID PLOT has following dimensions:

Eastern : ----- meters;

Western : ----- meters;

Northern : ----- meters; and

Southern : ----- meters.

The SAID PLOT is more particularly identified in the Plan Annexed hereto and the same forms part of this agreement.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and the year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED
PROSPECTIVE VENDORS-CUM-DEVELOPERS:
M/S VERSATILE LANDBASE PRIVATE LIMITED,
Represented herein by its Authorised Signatory
Mr. _____
The party of the First Part

In the Presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF Mr. _____

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF Mr. _____

SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED

PROSPECTIVE PURCHASER/S:

Mr./Mrs. _____

The party of the Second Part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF Mr./Mrs. _____

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF Mr./Mrs. _____

Witnesses:

- 1.
- 2.