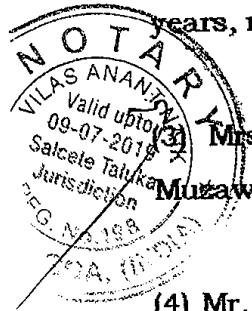


BETWEEN

(1) Mrs. **APIZAM BI** alias **AFIZAM BI**, wife of Xec Mahamad Yacub, aged 85 years, housewife,

(2) Mr. **KEQUE ISSUB**, son of Xec Mahamad Yacub, aged 61 years, retired, married and his wife,



(3) Mrs. **RAZIYA BI SHAIKH**, daughter of Mulla Fakroddin Muzawar, aged 53 years, service,

(4) Mr. **XEC USMAN SAB**, son of Xec Mahamad Yacub, aged 61 years, retired, married, and his wife

(5) Mrs. **MUSSARAT BI**, daughter of Xec Abdul Mutalib, age 55 years, housewife, all Indian Nationals and residents of F No. 119, Ambora, P. O. Loutolim, Salcete, Goa,

(6) Mr. **BADRU ZAMEER KHAN** alias **BADRUZAMIR CAN** alias **BADRU ZAMIR Khan** alias **ZAMEER KHAN** son of Ismail Khan aged 61 years, H. No. 2/A, Zamkha Manzil, Nanus Roa Valpoi, Goa and his two children

7. Mrs. **RABIAM RESHMA BASRI**, daughter of Badru Zameer Khan aged 39 years, service, married, and her husband

8. Mr. **MAHAMAD ISAC**, son of Shaik Issub, aged 47 years, service, both Indian National and residents of H. No. 165/1 Khorlim, Mapusa, Bardez, Goa,

[Handwritten signatures]

BETWEEN

(1) Mrs. **APIZAM BI** alias **AFIZAM BI**, wife of Xec Mahamad Yacub, aged 85 years, housewife,

(2) Mr. **XEQUE ISSUB**, son of Xec Mahamad Yacub, aged 68 years, retired, married and his wife,



(3) Mrs. **RAZIYA BI SHAIKH**, daughter of Mulla Fakrodino Muzawar, aged 53 years, service,

(4) Mr. **XEC USMAN SAB**, son of Xec Mahamad Yacub, aged 65 years, retired, married, and his wife

(5) Mrs. **MUSSARAT BI**, daughter of Xec Abdul Mutalib, aged 55 years, housewife, all Indian Nationals and residents of H. No. 119, Ambora, P. O. Loutolim, Salcete, Goa,

(6) Mr. **BADRU ZAMEER KHAN** alias **BADRUZAMIR CAN** alias **BADRU ZAMIR Khan** alias **ZAMEER KHAN** son of Ismail Khan, aged 61 years, H. No. 2/A, Zamkha Manzil, Nanus Road, Valpoi, Goa and his two children

7. Mrs. **RABIAM RESHMA BASRI**, daughter of Badru Zameer Khan aged 39 years, service, married, and her husband

8. Mr. **MAHAMAD ISAC**, son of Shaik Issub, aged 47 years, service, both Indian National and residents of H. No. 165/14, Khorlim, Mapusa, Bardez, Goa,

9. Mr. **ISMAIL MAHAMAD KHAN**, son of Mr. Badru Zameer Khan, aged 37 years, service, married, and his wife,

10. Mrs. **FEHMIYA ISMAIL KHAN**, daughter of Razaq Shah, aged 32 years, housewife, both Indian Nationals and residents of H. No. 2/A, Zamkha Manzil, Nanus Road, Valpoi, Goa,

11. Mrs. **XERIFAM BI**, daughter of Xec Mahamad Yacub, aged 60 years, housewife, married and her husband,

12. Mr. **MULLA MOHAMAD HANIF MUZAWAR**, son of Mulla Mohamad Sharif Muzawar, aged 56 years, both Indian Nationals and residents of Cottwada, Ponda, Goa,

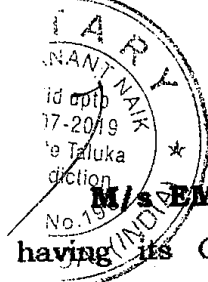
13. Mrs. **COIRUN NISSA BI**, daughter of Xec Mahamad Yacub, aged 54 years, housewife, married and her husband,

14. Mr. **SHAIK MOHAMED BILAL**, son of Shaik Umar Sab, aged 55 years, both Indian Nationals and residents of Pequeno, Pulwado, Benaulim, Salcete, Goa,

15. Mr. **SHAIK IBRAHIM SAB**, son of son of Xec Mahamad Yacub, aged 53 years, service, married, and his wife,

16. Mrs. **FARYANA SHAIKH**, daughter of Sallauddin Meera Khan, aged 45 years, housewife, both Indian Nationals and residents of H. No. 119, Ambora, P. O. Loutolim, Salcete, Goa, hereinafter referred to as "**the OWNERS**" (which expression

shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **ONE PART**.



AND

M/s EMPIRE ESTATES, a registered Partnership Firm, having its Office at Shop No. 2, J. C. Antao Complex, Cansaulim, Goa, holding Pan Card No. AAFPE1119F, represented herein by its Partners (1) **Mr. SHAIKH ABUBACKAR**, son of Shaikh Abdul Gaffar, aged 43 years, Contractor and Developer, married, holder of Pan Card No. AEAPA1340R, Indian National and resident of H. No. 112, Cuelim, Cansaulim, Goa and (2) **Mr. GUILFORD NICHOLAS FERNANDES**, son of Pedro Fernandes, aged 43 years, married, holder of Pan Card No. ABBPF8631L, Indian National, resident of H. No. 333, Falvaddo, Arossim, Goa, hereinafter referred to as "the **DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof mean and include its legal representatives, executors, administrators and/or the last surviving Partner) of the **OTHER PART**.

The Owners No. 1, 2 to 7 and 9 to 16 herein are represented in this Agreement by their Attorney, **Mr. XEQUE ISSUB**, son of Xec Mahamad Yacub, aged 68 years, retired, married Indian National and resident of H. No. 119, Ambora, P. O. Loutolim, Salcete, Goa, the Owner No. 2, duly constituted by the General Power of Attorney dated 31/5/2016 executed before the Notary Adv. R. S. Naik, Ponda under Registration No. 2817/16.

The Owners No. 8 herein are represented in this Agreement by their Attorney, Mr. **KEQUE ISSUB**, son of Xec Mahamad Yacub, aged 68 years, retired, married Indian National and resident of H. No. 119, Ambora, P. O. Loutolim, Salcete, Goa, the Partner No. 1 of the Prospective Owner No. 2, duly constituted by the General Power of Attorney dated 25/8/2016 executed before the Notary Adv. R. S. Naik, Ponda under Registration No. 4494/16.

WHEREAS there exists a property rustic Property known as "**VISSOLBAGA**" or "**VISSOLBATA**", **segunda gleba** (2nd part) of the cultivation of coconut trees and other trees and small house situated at **Camorlim**, within the jurisdiction of Village Panchayat of Camorlim, Raia, Taluka and Sub-District of **Salcete**, District of **South Goa**, State of **Goa**, described in the **Land Registration Office of Salcete under No. 38636**, and represents half ($\frac{1}{2}$) of the property enrolled in the Taluka Revenue Office of Salcete under **Matriz No. 142**, admeasuring an area of **1075 sq. mtrs.** and **surveyed under Survey No. 4/29** of Village **Camorlim**, and bounded as under:

On the East : by the Public Road

On the West : by the property of the same name (3rd Part- Terceira Gleba) of Maria Conceicao Dias now Teodolinda Dias

On the North : by the property of Anacleto Carvalho now of Dulcina Dias

On the South : by the properties of the heirs of Sebastiao Filipe Fernandes now of Miguel Caetano Vaz

And presently bounded as per the survey records as under:

On the East : by the Public Road

On the West : by properties bearing Survey No. 4/28 and 4/24 of Village Camorlim

On the North : by properties bearing Survey No. 4/24, 4/26 and 4/27 of Village Camorlim

On the South: by property bearing Survey No. 4/1 of Village Camorlim,

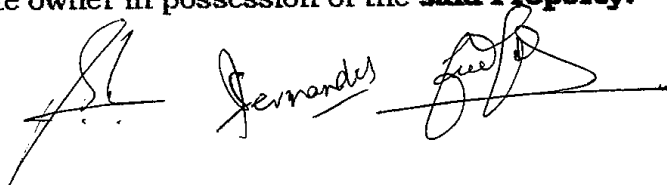
hereinafter referred to as "**the said property**" and delineated in red colour in the **Plan-I** annexed hereto.;

AND WHEREAS the said Property was originally owned by one Mr. Antonio Francisco Estanislau De B. Caetano Dias.

AND WHEREAS the said Property is inscribed in the name of the said Mr. Antonio Francisco Estanislau De B. Caetano Dias.

AND WHEREAS by virtue of the Will dated 22/1/1968 drawn at page 64 onwards of the Book of Wills No. 61 before the Notary, Mr. Raul Gerson Purificacao de Santa Rita Vaz, the Notary incharge of the Judicial Division of Salcete, the said Mr. Antonio Francisco Estanislau De B. Caetano Dias bequeathed his entire disposable share in all his property including the **said Property** to his wife, Mrs. Maria Eugenia Lavinia Das Mercês Caldeira.

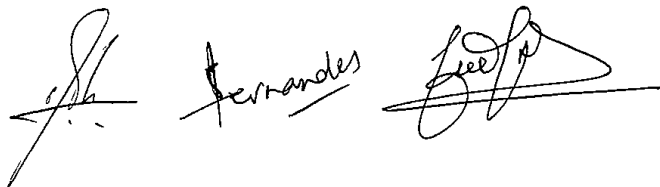
AND WHEREAS upon the death of the said Mr. Antonio Francisco Estanislau De B. Caetano Dias, his wife, the said Mrs. Maria Eugenia Lavinia Das Mercês Caldeira became the absolute owner in possession of the **said Property**.



AND WHEREAS by virtue of the Deed of Sale and Mortgage dated 16/8/1978 duly registered with the Office of the Sub-Registrar of Salcete at Margao, under Registration No. 4060, at pages 180 to 184, Book No. I, Vol. 199 dated 17/11/1978, the said Mrs. Maria Eugenia Lavinia Das Mercês Caldeira sold, transferred and conveyed the **said Property** to Mr. Xec Mahamod Yacub and his wife Mrs. Apizambi, the Owner No. 1 herein and simultaneously the latter mortgaged by way of simple mortgage, to the former as security for the payment of the unpaid consideration of the **said Property** due and payable under the said Deed of Sale and Mortgage.

AND WHEREAS by virtue of the Deed of Release dated 15/12/1979 duly registered with the Office of the Sub-Registrar of Salcete at Margao, under Registration No. 325, at pages 57 to 60, Book No. I, Vol. 266 dated 21/6/1980, the said Mrs. Maria Eugenia Lavinia Das Mercês Caldeira released and reassured the **said Property** to Mr. Xec Mahamod Yacub and his wife Mrs. Apizambi, the Owner No. 1 herein, upon repayment of the entire loan amount secured by the latter from the former under the said Deed of Sale and Mortgage dated 16/8/1978.

AND WHEREAS the said Mr. Xec Mahamod Yacub and his wife Mrs. Apizambi, the Owner No. 1 herein thus became the absolute owners in possession of the **said Property** on account of the said Deed of Sale and Mortgage dated 16/8/1978 and the Deed of Release dated 15/12/1979.



AND WHEREAS the said Mr. Xec Mahamod Yacub who was also known as Xec Mohamad Yacub alias Xec Mamod Iacub alias Xequé Mamod Iacub alias Shaik Mohamod Yacub alias Xec Mohamod Yacub alias Xec Mahamod Yacub, expired on 30/3/2010 leaving behind the Owner No. 1 herein as his moiety sharer and the Owners No. 2 to 6 and 11 to 16 and Smt. Catun Bi as his sole and universal heirs as evidenced by the Deed of Succession dated 30/8/2013, recorded at Folio 77 to 78v of the Deeds Book No. 1591

AND WHEREAS thereafter expired the said Smt. Catun Bi, leaving behind her husband, the Owner No. 7 herein as her moiety sharer and her children Owners No. 8 to 10 as her sole and universal heirs as evidenced by the Deed of Succession dated 21/2/2016, recorded at Folio 16v to 17v of the Deeds Book No. 1622.

AND WHEREAS the Owners herein are thus the absolute owners in possession of the **said Property**.

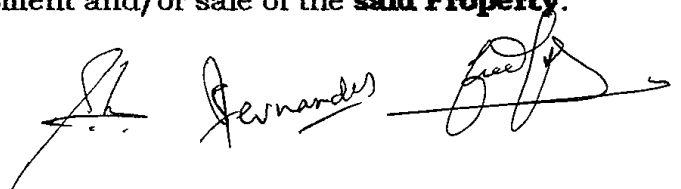
AND WHEREAS the Owners herein desire to develop the **said Property** by constructing a multistoried building thereon;

AND WHEREAS in furtherance of their desire to develop the **said Property** the Owners have decided to permit the Developer to develop the said Property by constructing a multistoried building thereon and/or to sell the **said Property** to the Developer.

Two handwritten signatures are present at the bottom of the page. The first signature is a stylized, cursive mark. The second signature is more legible, appearing to read 'Fernandes' followed by a flourish.

AND WHEREAS the Owners have warranted, declared and represented to the Developer as follows:

- a) That the Owners are the absolute Owners in possession of the **said Property** and that they are entitled to execute this Agreement for Development and Sale with the Developer.
- b) That the title of the Owners to the **said Property** is clear, legal, unencumbered, marketable and subsisting.
- c) That the **said Property** is free from encumbrances, charges, liens, attachments, claims and demands of any nature whatsoever and that they have not received any injunction and restraint order from any Court, Authority or Tribunal in regard to the disposal of the **said Property** or any part thereof.
- d) That the Owners have not created any third party rights over the **said Property**.
- e) That the Owners have not entered into any agreement or arrangement or understanding of any nature with anyone creating any right, interest or encumbrance of any nature in respect of the **said Property** or any part thereof.
- f) That there is no litigation or any legal proceedings pending before any Court/Tribunal in respect of the **said Property** or any part thereof.
- g) That the **said Property** is not subject to any notice or notification or proceedings under Land Acquisition Act.
- h) That there is no impediment-legal or otherwise for the development and/or sale of the **said Property**.

 The block contains three handwritten signatures in black ink. The first signature is a stylized 'S', the second is 'Fernandes', and the third is a more complex signature.

AND WHEREAS relying upon the said representations and the said undertaking the Developer has agreed to develop the **said Property** and/or purchase the same on the terms and conditions set out herein.

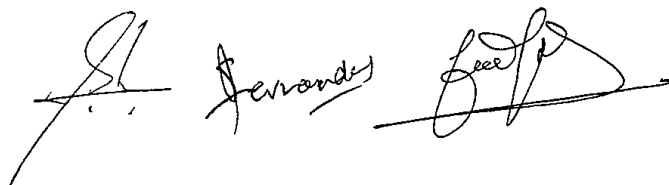
**NOW THIS AGREEMENT FOR DEVELOPMENT AND
SALE WITNESSES AS UNDER:**

1. The Owners permit the Developer to develop and/or agree to sell to the Developer and the Developer agrees to develop and/or purchase from the Owners, the said Property described hereinabove and delineated in red colour in the **Plan-I** annexed hereto.

2. The Developer shall introduce and float the said building project in the **said Property** in the name and style of "**EMPIRE PACIFIQUE**" and/or any other name of the choice of the Developers.

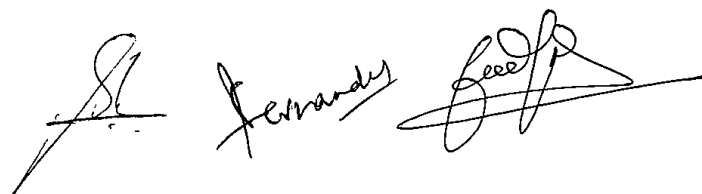
3. In consideration of the Owners permitting the Developer to develop the **said Property**, the Developer shall construct and deliver to the Owners four flats viz., 1 (one) double bedroom flat, 3 (three) single bedroom flats and 1 (one) shop in the Buildings proposed to be constructed in the **said Property**.

That the Owners have mutually agreed amongst themselves to have the said four flats and the said shop separately allotted to the respective members of the Owners herein as specified hereinbelow, so as to independently hold the same free from any claims against each other and/or against



the Developer herein. Accordingly the Owners have requested the Developer and the Developer has acceded to the request of the Owners and have agreed to allot the said Four Flats and the Shop to the parties in the manner set out hereinbelow.

- a) The Developer shall construct and deliver to the Owner Nos. 4 and 5 herein, the double bedroom flat being **Flat No. 002**, having super-built-up area of **80 sq. mtrs.**, situated on the **Ground Floor** of the Building **"EMPIRE PACIFIQUE"** to be constructed in the said **Property**;
- b) The Developer shall construct and deliver to the Owner No. 1 herein, the single bedroom flat being **Flat No. 001**, having super-built-up area of **54.23 sq. mtrs.**, situated on the **Ground Floor**, of the Building **"EMPIRE PACIFIQUE"** to be constructed in the said **Property**;
- c) The Developer shall construct and deliver to the Owner Nos. 2 and 3 herein, the single bedroom flat being **Flat No. 102**, having super-built-up area of **62.80 sq. mtrs.**, situated on the **First Floor**, of the Building **"EMPIRE PACIFIQUE"** to be constructed in the said **Property**;
- d) The Developer shall construct and deliver to the Owner Nos. 15 and 16 herein, the single bedroom flat being **Flat No. 103**, having super-built-up area of **63.75 sq. mtrs.**, situated on the **First Floor**, of the Building **"EMPIRE PACIFIQUE"** to be constructed in the said **Property**;

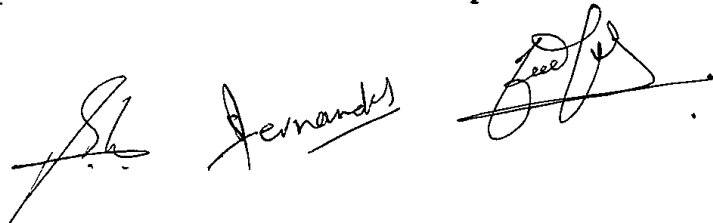


e) The Developer shall construct and deliver to the Owner Nos. 4 and 5 herein, the sole **Shop**, having super-built-up area of **20 sq. mtrs.**, situated on the **Ground Floor**, of the Building **"EMPIRE PACIFIQUE"** to be constructed in the said **Property**;

All the four flats and the shop are hereinafter jointly referred to as **"the said Premises"** and delineated in red colour in the **Plan-II** to **Plan-III** annexed hereto.

The respective allotments herein made are entirely as per the request of and with the due knowledge and consent of all the Owners herein, as per their mutual understanding and agreement. The Owners are jointly and severally satisfied with the respective allotments made to each of them and they shall have no further claim or demand of whatsoever nature against the Developer in respect of the said Property and/or the consideration thereof.

The Owners No. 6 to 14 do hereby specifically acknowledge and admit that they are fully aware of the allotments made in favour of the other Owners under this Agreement and further declare that they shall have no claim, specific or otherwise, of whatsoever nature over the said Property and/or the consideration thereof and shall at no point of make any demand or claim to or from the Developer in respect of their right, share, title or interest in respect of the said Property. They clearly state that they have personally requested, acknowledge, admitted and consented to the allotments made to the Owners No. 1 to 5, 15 and 16 as aforesaid and their share/right in the said Property and/or the consideration thereon stands fully satisfied by way of the allotments made in favour of the others and shall not raise any dispute of whatsoever nature in respect thereof at any point of time.



4. The Owners do hereby deliver vacant and peaceful possession of the **said Property** to the Developer and the Developer may at any time enter upon and start any construction and/or Development work in the **said Property** at his own cost and from today the **said Property** shall be in possession of the Developer and the Owners shall not in any way interfere with the possession of the Developer.

5. The Developer shall develop the said Property at its own cost, risk, expense and responsibilities and on the principal to Principal basis, and not as Agents of the Owners, by constructing multi-storied buildings in the said Property.

6. The Developer shall construct the buildings as per the plans sanctioned by the Town and Country Planning Authority or the South Goa Planning and Development Authorities as the case may be and fully approved by the Village Panchayat of Camorlim and as per the terms and conditions that may be imposed by the concerned Authorities while sanctioning the said Plans.

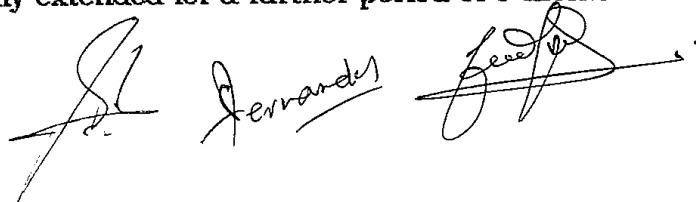
7. The Developer shall be entitled to make such variations in the plans and the specifications as shall be required to be carried out by the concerned Authorities and as may be necessary by the exigencies of the circumstance from time to time. The Owners shall not be entitled to object or obstruct in any manner in case the Vendor decide to change the plans as presently approved, provided that the construction of the said Four Flats and the said Shop agreed to be given to the Owners under this Agreement is not affected.

8. The Developer shall construct the **said Premises** agreed to be given to the Owners under this Agreement, as shown in the plan of the proposed building and as per the specifications given in **Schedule** hereinunder written.

In case the Owners require any extra amenities other than those specified in the **Schedule** hereinunder and/or desires use of any materials other than those specified and/or desires any changes, all of which falling within the rules and regulations of the competent authorities, the Developer may provide the same and/or take up the execution of such changes and/or providing of material desired by the Owners, provided the additional expenditure of the same is paid by the Owners to the Developer in advance, before taking up the work of said changes and before providing of extra and/or different materials. However, the Developer shall have absolute discretion in not taking up any changes as desired by the Owners.

9. It is hereby clarified that, the Service Tax or any other Tax presently or at any time made applicable in respect of the **said Premises**, by any statute, shall be borne and paid by the Owners immediately on demand by the Developer.

10. The Developer shall deliver the **said Premises** to the Owners within a period of **36 months** from the date of execution of this Agreement OR the issuance of the sanctions/licenses/permissions from the concerned Authorities in respect of the said Buildings, whichever is later. Incase if the **said Premises** are not ready for delivery within a period of 36 months as specified hereinabove the time period shall be mutually extended for a further period of 3 months.




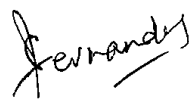
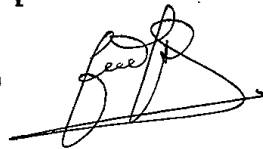
11. In case the Developer fails to deliver the possession of the **said Premises** to the Owners within the prescribed time or the mutually extended period of time as specified in Clause 10 hereinabove, the Developer shall pay to the concerned Owner/s to whom the allotted flat and/or Shop has not been delivered, compensation of Rs. 1000.00 per month for the delayed period.

Provided that the Developer shall be entitled to a reasonable extension of the time for giving the delivery of the **said Premises** on the stipulated time if the completion of the **said Premises** is delayed on account of the following reasons:

- i) Non-availability of steel, cement other building material, water or electric supply.
- ii) War, civil commotion or acts of God.
- iii) Any notice, order, rule, notification of the Government and/or public Authority and/or Judicial Authority and/or any other competent Authority.

In any of the aforesaid events, the Developer shall be entitled to reasonable extension of time for delivery of the **said Premises** as may be certified by the Architect or agreed mutually between the parties hereto.

12. At the time of taking delivery of the **said Premises**, the Owners shall thoroughly inspect or get inspected the **said Premises** for the quality of construction and for defects, if any, and get the same cured before taking delivery of the same. After the delivery of the **said Premises** is taken over by the Owners from the Developer, the Owners shall be forbidden from raising any claim against the Developer of whatsoever nature.

13. The Developer shall be at liberty to enter into Agreement of Sale or sell/allot the flats, shops, garages and/or other premises to be constructed on the **said Property** and also the corresponding right to the **said Property** to any Prospective purchasers or third parties on the terms mutually agreed between them, without reference to the Owners.

14. The Owners shall execute necessary Irrevocable Power of Attorney for the purpose of development and/or sale of the **said Property** and for the better execution of the terms and conditions of this Agreement.

15. The Owners shall whenever called upon by the Developer sign all such application, petition and documents as may be necessary for the constructions and/or completion of the proposed development in the said Property as the Developer may deem fit and proper without any restrictions from the Owners including necessary water, electricity and sewage connections for such constructions/developments in the **said Property**. It is agreed by and between the parties hereto that the Owners shall extend all necessary and required co-operation to the Developer.

16. The Owners shall fully co-operate with the Developer in getting further extensions/renewals of the licences/permissions etc. from the concerned authorities and the Owners shall also sign such papers, plans or documents as may be necessary in getting such renewals or extensions.

17. The Developer shall be entitled to proceed with the development of the **said Property** and the construction of the building/s on the **said Property** and construction of the buildings on the **said Property** strictly in accordance with the plans in respect thereof as may get approved by the Developer and also in accordance with the rules and regulations of the Village Panchayat of Camorlim and other concerned Authorities.

18. The Owners shall have no right, title, claim, demand or interest of whatsoever nature to or against the Developer and/or against the **said Property** or any parts thereof and/or any constructions/developments made by the Developer in the **said Property**, except the delivery of the said **said Premises** to made by the Developer to the Owners as per clause (2) herein above.

19. The Owners shall not be entitled to object or obstruct in any manner in case the Developers decide to change the plans as approved in so far as the construction of the **said Premises** is not affected.

20. The Developer shall be entitled to use and consume additional Floor Area Ratio if permissible now or at a later date and may construct additional premises and dispose of the same, without any claim of whatsoever nature by the Owners to the use of such additional F.A.R.



J. Fernandes



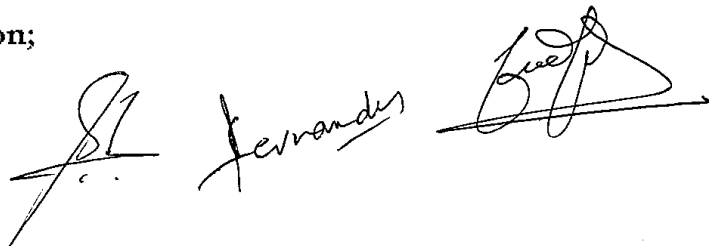
21. The Owners shall maintain the front elevation side elevation and the rear elevation of the **said Premises** in the same form as shall be constructed the Developer and shall not at any time alter the said elevations in any manner whatsoever without the prior consent of the Developer and/or the Co-Operative Housing Society the legal entity as the case may be in case of such Society or entity is formed.

22. The Owners shall have no claim whatsoever over the **said Property** or any part thereof and/or the buildings and other structures constructed thereon except with respect to the **said Premises** agreed to be transferred under this Agreement. The open space, un-allotted parking spaces, shops, flats, premises and other structures etc, will remain with the Developer until the **said Property** is transferred to the Co-Operative-Society or legal entity that may be formed by the owners of the premises in the said Building "**EMPIRE PACIFIQUE**";

23. The Owners hereby jointly and severally, agree and undertake to pay to the Developer, before taking delivery of possession of the **said Premises** or on demand, the following amounts:-

(a) The charges for obtaining electric connection as well as for obtaining common water connection shall be as per the actual expenses and the bills submitted by the respective departments.

(b) Electricity charges as per the bills raised by the Electricity Department in respect of the **said Premises** from the date of connection;



(c) Water charges as per the bills raised by the Public Works Department in respect of the **said Premises**, from the date of connection;

(d) House-Tax in respect of the **said Premises** from the date of issue of Occupancy Certificate;

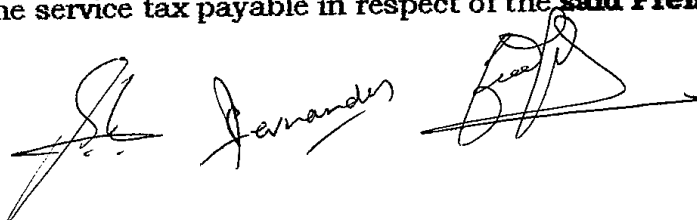
(e) Infrastructure-Tax/in respect of the **said Premises**, as may be levied and collected or to be collected by the competent authorities and any other new taxes, value added tax, or service charges introduced by the Central Government and/or the State Government;

(f) Any expenditure to be incurred on account of any taxes levied or to be levied by the government/quasi government/any competent authority, in respect of the **said Premises**;

(g) All the expenditure to be incurred including stamp duty and registration charges etc., for the execution of the final Deed of Transfer of the **said Premises** in favour of the Owners.

(h) An amount of Rs. 2,50,000.00 (Rupees Two Lakh Fifty Thousand Only), (being calculated at the rate of Rs. 50,000.00 (Rupees Fifty Thousand Only) per shop/flat allotted to the respective Owners under this Agreement) shall be paid in advance before taking the possession of the premises as contribution towards, (i) formation of Society and (ii) Society Maintenance Fund. That after formation of the Society, the unutilized amount of the fund shall be transferred to the Society.

(i) The service tax payable in respect of the **said Premises**.

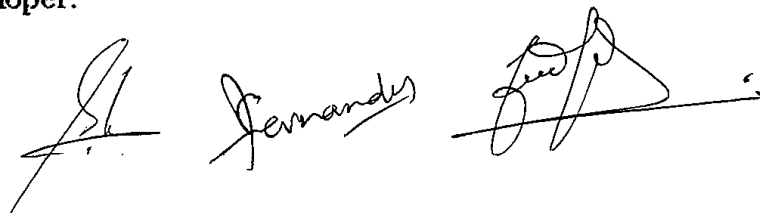


24. The Owners undertake to use the **said Premises** for residential purpose and the premises such as open terrace, staircase, parking spaces, open spaces strictly for their prescribed use and shall not use the same for any other purpose.

25. The Owners shall convey, transfer and/or assign whenever required or ~~called upon~~ to do so by the Developers the **said Property** ~~or any parts~~ thereof including the proportionate rights ~~over the~~ **said Property** in respect to any units constructed therein ~~unto~~ and in favour of the Developers and/or his assignees/nominees as the case may be, without any reservation by the Owners.

26. It is clearly understood between the parties that in case the permission granted for the development of the **said Property** are cancelled/withdrawn by the concerned Authorities due to the local or Government restrictions, order or ordinance, the Developer shall inform the same to the Owners and as such the Agreement shall stand automatically cancelled.

27. It is clearly understood that there are no any taxes or any other dues payable by the Owners to Government or any other local or semi-Government bodies and all the expenses, fees and taxes, that may be levied by any Public Body or Authorities in respect to the said Property with respect to the said development and the proposed construction shall be payable by the Developer.

 Three handwritten signatures are present at the bottom of the page. The first signature is on the left, the second is in the middle and appears to read 'Fernandes', and the third is on the right.

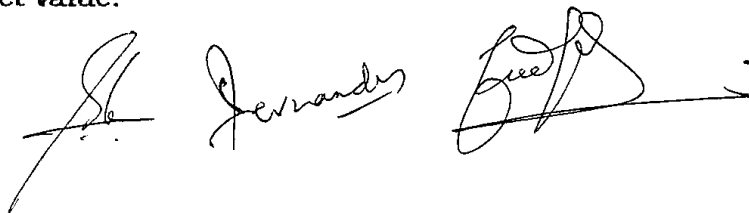
28. That incase any co-operative housing society is formed by the purchasers for the premises in the proposed buildings the Owners shall co-operate with the Developers to form such society or any other legal entity and also contribute towards the common maintenance of the proposed buildings. The Owners shall sign and execute the necessary deed or document for the conveyance/transfer of the **said Property** to the Co-operative housing society of any other legal entity that may be so formed.

29. That in case, the cooperative housing society is not formed, the Owners shall co-operate with the Developer to execute necessary documents in respect to the corresponding right to the land to such prospective purchasers. It is also clearly mentioned between the Owners and the Developer that in no case, the Owners shall be liable or responsible for any dispute between the Developer and the prospective purchasers of the flats, shops and other premises.

30. It is further agreed that in case of a suit or claim filed by any person, making any lawful claim, thereby causing delay or restraint in the development of the **said Property** the Owners shall fully compensate the Developer.

31. Both the parties to this Agreement are entitled to specific performance of this Agreement.

32. The said Property is valued at Rs. 32,25,000/- which is its fair market value.



SCHEDULE
SPECIFICATIONS

1. **STRUCTURE** :

R.C.C framed structure

2. **WALLS & PLASTER:**

Walls to be built in 23.20 cms. Laterite masonry. Partition walls to be in single brick masonry.

3. **FLOORING/TILING:**

(a) Flooring to be of vitrified tiles of size 60 cms x 60 cms

(b) All bathroom tiles to be of ceramic upto ceiling height and non skid floor with western commode, overhead shower with hot & cold mix and good quality fittings.

4. **WOOD DOORS:**

Main door frame will be of teak wood with teak wood panel door. All internal door frames will be of Sal Wood with marine flush doors.

5. **WINDOWS:**

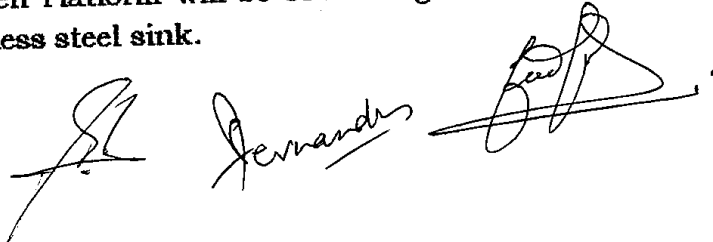
All windows will be of aluminium sliding with 4mm thick glass.

6. **PAINTING:**

All internal walls will be painted with oil bound Acrylic Distemper. External walls will be painted with cement paint.

7. **KITCHEN PLATFORM:**

Kitchen Platform will be of black granite with single bowl of stainless steel sink.

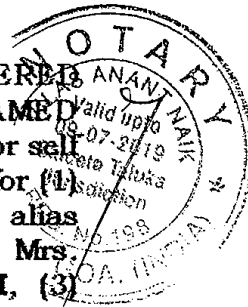


8. ELECTRICAL:

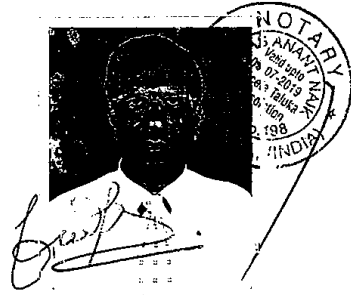
All electrical wires will be of branded multistand wire and modular switched and wiring will be provided.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures to this Agreement for Development and Sale on the day the month and the year first hereinabove mentioned.

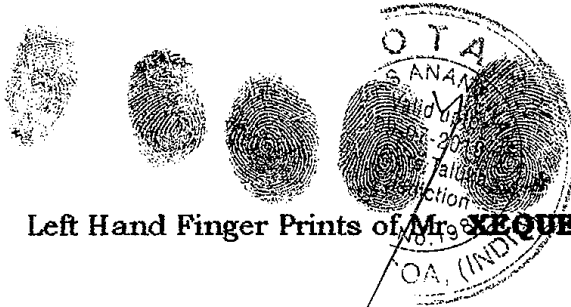
SIGNED AND DELIVERED
BY THE WITHIN NAMED
Mr. **KEQUE ISSUB**, for sell
and as the Attorney for (1)
Mrs. **APIZAM BI** alias
AFIZAM BI, (2) Mrs.
RAZIYA BI SHAIKH, (3)
Mr. **KEC USMAN SAB**, (4)
Mrs. **MUSSARAT BI**, (5)
Mr. **BADRU ZAMEER**
KHAN alias **BADRUZAMIR**
CAN alias **BADRU ZAMIR**
Khan alias **ZAMEER**
KHAN (6) Mrs. **RABIAM**
RESHMA BASRI, (7) Mr.
MAHAMAD ISAC, (8) Mr.
ISMAIL MAHAMAD
KHAN, (9) Mrs. **FEHMIYA**
ISMAIL KHAN, (10) Mrs.
KERIFAM BI, (11) Mr.
MULLA MOHAMAD
HANIF MUZAWAR, (12)
Mrs. **COIRUN NISSA**
BI, (13) Mr. **SHAIK**
MOHAMED BILAL, (14)
Mr. **SHAIK IBRAHIM**
SAB, (15) Mrs. **FARYANA**
SHAIKH

**OWNERS**

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Identified vide
EPIC NO. MXY1381748



Left Hand Finger Prints of Mr. **XEQUE ISSUB,**

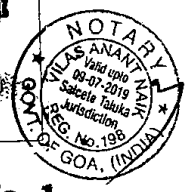


Right Hand Finger Prints of Mr. **XEQUE ISSUB,**

[Three handwritten signatures]

SIGNED AND DELIVERED BY
THE WITHIN NAMED
DEVELOPER, M/s EMPIRE
ESTATES represented herein by
its Partners

[Handwritten signature]



(1) Mr. SHAIKH ABUBACKAR

PARTNER No. 1

Identified vide
D/L No. GA06200700070



Left Hand Finger Prints of **Mr. SHAIKH ABUBACKAR**



Right Hand Finger Prints of **Mr. SHAIKH ABUBACKAR**

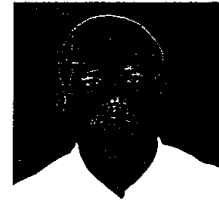
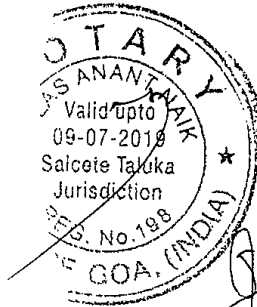
[Handwritten signatures]

(2) Mr. GUILFORD NICHOLAS

FERNANDES

PARTNER No. 2

Fernandes



Fernandes

Identified vide
PAN card No. ABBPF863



Left Hand Finger Prints of Mr. GUILFORD NICHOLAS FERNANDES



Right Hand Finger Prints of Mr. GUILFORD NICHOLAS FERNANDES

IN THE PRESENCE OF

1.

2.

WITNESSES

[Three witness signatures]