

This **AGREEMENT FOR SALE** is made at Bicholim Goa on this _ day of July, 2021.

BETWEEN

1. Smt Usha Prabhakar Padwal, age 75 years, son/ daughter of Upendra Naik, Occupation Housewife, widow d, Aadhar Card No.----- and PAN Card no-----, Ph. No. -----, Indian National, resident of House no. 193, Bagwada, Mulgao, Bicholim Goa.

2. Shri Janard an Prabhakar Padwal , age 35 years, son of Prabhakar Chimnaji Padwal , Occupation Agriculture, Unmarried, Aadhar Card No. ----- and PAN Card no.-----, Ph. No. -----, Indian National, resident of House n o193, Bagwada, Mulgao, Bicholim Goa.

3. Shri Vishwesh Prabhakar Padwal , age 33 years, son Prabhakar Chimnaji Padwal, Occupation Agriculture, Unmarried, Aadhar Card No. 2----- and PAN Card no. -----, Ph. No -----, Indian National, resident of House no. 193 Bagwada, Mulgao, Bicholim Goa

4. Shri Vishal Ramchandra Padwal, age 46 years, son of Late Ramchandra Padwal, Occupation Business, Married , Aadhar Card No. ----- and PAN Card no.----- . No. -----, Indian National, resident of House no. 19, Near IOB, Bagwada, Mulgao, Goa.

5. Smt.Gauri Vishal Padwal , age 40 years, daughter of Shri Arun Deshpande, Occupation house wife, Married , Aadhar Card No.----- and PAN Card no. -----, Ph. No. -----, Indian National, resident of House no. 19, Near IOB, Bagwada, Mulgao, Goa; hereinafter called 'THE INTENDING VENDORS' (which expression shall unless repugnant to the

context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) of the One Part.

AND

----- son of _____ aged _____ years, marital status -----, AADHAR Card No. -----, Pan Card no. -----
_____, residing at House no -----, ; hereinafter called "THE INTENDING PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the Second Part.

AND

M/ S OMNIMIND SYNERGIES LLP , a limited liability Partnership Firm having its office at Sastiwada, Bicholim Goa, holding PAN card no. -----
----- herein represented by its partners **SHRI. SUDIN VASANT. NAYAK**, aged 47 years, in business, AADHAR Card No. -----
-----, holding Pan Card no. -----, Ph No. -----, son of late Vasant Ramnath Nayak, residing at Ravalnath Sadan-Antil Peth, Bicholim; , through Resolution No. 25 dated: 20/4/2021. hereinafter called 'THE CONFIRMING PARTY'/ DEVELOPER (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) of the Third Part .

AND WHEREAS, All the above said parties are of Indian National.

AND WHEREAS the Intending Vendors no. 1, 3 to 5 are represented through Their Power of Attorney SHRI. JANARDAN PRABHAKAR PADWAL, aged 35 years, son of late Shri. Prabhakar Chimanji Padwal, Occupation Agriculture, holding AADHAR Card No. -----and PAN Card no. ---
-----, resident of house no. 193, Bagwada, Mulgao, Bicholim Goa, by

virtue of power of Attorney dated; 1/06/2021 registered before the Notary Adv. D. G. Pal, under No. 320/2021, Bicholim Goa,.

AND WHEREAS there exists a part and parcel of land admeasuring 95,000m², bearing sy. No. 192/1; identified as DUDHNICHO SADO, situated at Mulgao, Taluka and Registration Sub District of Bicholim, District of North Goa in the State of Goa which is more particularly described in Schedule -I herein below and shall hereinafter be referred to as 'SAID ENTIRE PROPERTY' and it is more particularly described under Schedule -I below.

AND WHEREAS the Intending Vendors came to be the owners in possession of the ENTIRE PROPERTY having inherited the same from Chimanlal alias Chimanji Ramchandra Padwal under survey no. 192/1 of village Mulgao, Bicholim Goa.

AND WHEREAS The said property originally belongs to Shri Chimnaji Ramchandra Padwal, resident of Mulgao, Bicholim Goa had purchase the same from its original owners interms of Deed of Rescissions and Discharge Sale and Discharge dated 22/ 08/ 1933 recorded before the Notary Mr. Jaos Francisco De Silva Coelho, Notary of the Judicial Division of Bicholim and as search the said property inscribed in his favour.

AND WHEREAS Upon the death of Shri Chimanji Ramchandra Padwal and his wife Smt. Shantabai alias Xantabai Chimnaji Padwal and his son Shri. Ramchandra C. Padwal, Shri. Prabhakar C. Padwal initiated an inventory proceeding bearing no. 57/ 2009/ B in the Court of Civil Judge Senior Division Bicholim Goa and per the statement on oath it has been stated that late Shri Chimanji Ramchandra Padwal was expired on 02/ 05/ 1973 while this wife Smt. Sha ntabai alias Xantabai C. Padwal

expired on 17/ 05/ 1964 and Shri Ramchandra C. Padwal expired on 04/04/1966 leaving behind Shri Prabhakar C. Padwal, his wife Smt. Usha Prabhakar Padwal, Smt. Sunanda Ramchandra C. Padwal widow of late Shri Ramchandra Padwal, Shri Vishal @ Chimanji Ramchandra Padwal married to Smt. Gouri Vishal alias chimnaji P adwal were declare sole surviving universal heirs of late Shri Chimanji R. Padwal and Shantabai alias Xantabai C. Padwal. And in the said inventory proceeding the said pr operty was listed at item no. 8 of the assets of the deceased which came to be concluded on 17/ 06/ 2010 by virtue of which the said property got devolved upon the heirs.

AND WHEREAS Meanwhile daughters of late Shri Chimnaji Padwal namely Shri Sumitra Yeshwant Thali, widow of late Shri Yeshwant Thali and her children Shri Satish Jaywant Rao married to Smt. Rekha Satish Rao have relinquish their rights in inheritants of late Shri Chimnaji Padwal in favour of other co heirs interms of deed of relinquishme nt drawn in the office of the Notary Book of Deeds bearing no. 310 at pgs 43 to 46 dated 1st January 2009 drawn in the Office of the Notary Ex Officio Bicholim Goa .

AND WHEREAS There after Shri Prabhakar Chimnaji Padwal alias Probacar Podwol Dessai alias Prabhacar Podwol Dessai alias Prabhkar C. Padwal Desai expired on 3rd day of August 2016 at Manipal Hospital Goa leaving behind Smt. Usha Prabhkar Padwal Desai alias Usha Prabhakar Podwol Dessai and his children namely Shri Janardan Prabhkar Padwal Dessai and Shri Vishwesh Prabhakar Padwal Desai as his sole surviving universal heirs which is confirmed by way of Deed of Succession drawn in the office of the Notary Book of Deeds bearing no. 854, at pages 49 to 52v dated 12 August 2016 recorded in the office o f the notary Ex Office at Bardez Mapusa Goa, subsequently Smt. Sunanda Ramchandra Padwal

expired on 20/04/2015 at Mapusa leaving behind Smt. Manisha Ramchandra Padwal married to Shri Samir Shrikant Juwarkar, Smt. Xanta Ramchandra Padwal alias Smt. Sapna Santosh Sardessai married to Shri Santosh Anand Sardessai, Smt. Leela Ramchandra Padwal alias Leena Baburaim Egdo married to Shri Baburaim Prabhacar Egdo, Shri Vishal alias Chimnaji Ramchandra Padwal married to Smt. Gouri Vishal alias Chimnaji Padwal which is confirmed by way of deed of succession cum relinquishment drawn in the office of The Notary Books bearing no. 319 at pgs 46v to 47 dated 05/ 01/ 2018 and in the same document said Smt. Manisha Ramchandra Padwal married to Shri Samir Shrikant Juwarkar, Smt. Xanta Ramchandra Padwal alias Sapna Santosh Sardessai married to Shri Santosh Anand Sardessai, Smt. Leela Ramchandra Padwal alias Leena Baburaim Egdo married to Shri Baburaim Prabhacar Egdo have relinquishment their right in the inheritants of late Shri Ramchandra Padwal and Smt. Sunanda Padwal.

AND WHEREAS On the strength of above said document, Shri Janardhan Padwal, Shri Vishwesh J. Padwal, Smt. Usha J. Padwal, Shri Vishal alias Chimnaji J. Padwal and his wife Smt. Gauri Vishal alias Chimnaji Padwal got their names recorded in the occupants column in Form I & XIV of the property bearing survey no. 192/1 of village Mulgao, Bicholim Goa.

AND WHEREAS a property bearing sy. No. 192/1 total admeasuring 95,000m², which is divide has follows Plot acquire d by housing board 28220 m², Area acquired for school 4000 m², Area of plot A (Due to natural Sub. Div.) 3278 m², Area under road and road widening on North/North East side 2324 m², Area under road widening on West side 2454 m², Open spaces formed due to plot acquired for school 632 m². And balance area of 54092 m² was remain out of 95,000m².

AND WHEREAS the Intending Vendors had decided to develop the remaining area 54092 m², of property bearing sy. No. 192/ 1 of village Mulgao, Bicholim Goa which is more particularly described in Schedule II herein below and shall hereinafter be referred to as 'SAID PROPERTY' and it is more particularly described under Schedule -I I below .

ANDWHEREAS, The Intending Vendors with the intension to develop the portion of the said property admeasuring an area of 54092 square meters by dividing the portion of the said property admeasuring 54092 square metres into various plots i.e. by constructing the tar road so also to convert the said property into non agricultural use and have approached the Confirming Party with the said proposal.

AND WHEREAS by Agreement For Sale Cum Development dated 31/05/2021 duly registered in the Sub -Registration Office Bicholim under no. BCH-1-395-2021, Book 1 Document, dated 01/06/2021, the Intending Vendors allowed the Confirming Party/ Developer to develop the said property having an area of 54092 sq. mts. more particularly described in Schedule II herein below .

AND WHEREAS Confirming Party/ Developer has obtained approval from TCP bearing no. DC/ 7281/ BICH/ TCP -2/ 132 ,dtd. 28/ 1/2020.

AND WHEREAS Confirming Party/ Developer has obtain provisional certificate from the village panchayat Mulgao bearing No. VP/MULGAO/F - CONST-LICENCE/2020-21/1900, dated 09/10/2020.

AND WHEREAS Confirming Party/ Developer has obtained Sanad bearing No. RB/CNV/BICH/COLL/ 01/2020/ 621 dated 25/2/ 2021

ANDWHEREAS the authenticated copies of the plans of the Layout as proposed by the Confirming Party/ Developer and according to which the development of plots and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the develop of plots agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the Confirming Party/ Developer has got all the approvals from the concerned competent authority(s) to the plans of development of plots, and obtain the balance approvals, if any from various authorities from time to time, so as to obtain Plots Completion Certificate or Occupancy Certificate of the said developed plots.

AND WHEREAS the Confirming Party/ Developer has accordingly commenced development of plots in accordance with the said proposed plans into Plot and the sub divided Plot are identified by letters Plot 1 to 103 Along with utility plot, and delineated for better identification in the annexed plan.

AND WHEREAS the Intending Vendors are the absolute owners in enjoyment and possession or otherwise well and sufficiently entitled to all that property better described herein a below as schedule of the property and the Intending Vendors along with the Confirming Party/ Developer have agreed with the Intending Purchaser to sell plot bearing **Plot No. ____**, having an area of ____sq. mts. of the said property and the Purchaser has agreed to purchase the said plot better and shall hereinafter be referred to as 'SAID PLOT' and it is more particularly described under Schedule -III

and better shown in the plan annexed hereto delineated in red colour at or for the consideration of Rs. ___/ - (Rupees_ only) which is its present market value, which is free from all encumbrances.

AND WHEREAS has per the Memorandum of Understanding dated; 1/06/2021 registered before the Notary Adv. D. G. Pal, under No. 322/ 2021, Bicholim Goa, between the Intending Vendors and the Confirming Party/ Developer the said **plot No. ___** was allotted to the Confirming Party/ Developer, and decided that the total consideration towards the sale of said plot will be received by the Confirming Party/ Developer and the Intending Vendors has no objection for the same.

NOW THIS AGREEMENT FOR SALE WITNESSETH AS UNDER :

1. The Intending Vendors along with the Confirming Party/ Developer are willing to sell the Said Plot and the Intending Purchaser is desirous in purchasing the same for total consideration of Rs. _____/- (Rupees _____ only) which is its fair market value.

2. The total consideration agreed for sale of the SAID PLOT is fixed at Rs. _____/ - (Rupees_Only) to be paid as under:

I. On signing of this Agreement Rs. / - (Rupees Only) is paid by Intending Purchaserto Confirming Party/ Developerby: (a) Rs. / - (Rupees _ Only) by Cheque bearing No. _ , dated: , drawn on _____ branch in the name of Confirming Party/ Developerthe receipt of which Intending Vendors along with the Confirming Party/ Developerdo hereby admit and acknowledge.

II). The balance of Rs. / - (Rupees Only) to be paid at the time of execution of Sale Deed in respect of SAID PLOT in the name of Confirming

Party/ Developer and which has be within a period of One year from the date of signing of this present Agreement.

3. The consideration agreed in Para 1 above is for the sale of the SAID PLOT free from encumbrances, attachments or defects in title.

4. Intending Vendors along with the Confirming Party/ Developer do covenant with Intending Purchaser that there are no encumbrances, mortgage or charges or liens of whatsoever nature over the SAID PLOT nor they have created any third party right in respect of SAID PLOT and Intending Vendors along with the Confirming Party/ Developer further covenant and undertake to save harmless, indemnify and keep indemnified Intending Purchaser from or in respect of all claims, encumbrances, charges, equities or demands whatsoever.

5. Intending Vendors along with the Confirming Party/ Developer covenant with Intending Purchaser that they have not signed any Agreement for Sale or any sort of document in respect of SAID PLOT with any person/s other than present Agreement with Intending Purchaser.

6. On receipt of the entire consideration referred above Intending Vendors along with the Confirming Party/ Developers shall hand over the physical possession of the SAID PLOT to Intending Purchaser.

7. The Possession of the SAID PLOT is not handed by Intending Vendors along with the Confirming Party/ Developer to Intending Purchaser.

9. On receipt of the entire consideration Intending Vendors along with the Confirming Party/ Developer shall also execute a Sale Deed which shall be within the period of 12 months from the date of execution of the present Agreement thereby conveying the SAID PLOT and shall also execute any further or other document/s and agree to do all acts, deeds and things that

may be necessary to complete the title of Intending Purchaser in respect of the SAID PLOT.

10. That the Confirming Party/ Developer will provide tar roads to the said Plot along with the gutter, so also Confirming Party/ Developer will also provide electricity and the waterline to the said Plot.

11. It is agreed between Intending Vendors along with the Confirming Party/ Developer and THE PURCHASERS that in the event if the Sale Deed cannot be executed for any reason within the time period of 12months as agreed than in that case period for execution of Sale Deed in respect of SAID PLOT will be extended further Grace period of six months mutually by Intending Vendors along with the Confirming Party/ Developer and Intending Purchaser.

12. It is agreed between the parties hereto that if Intending Vendors along with the Confirming Party/ Developer fails to execute Deed of Sale in respect of SAID PLOT even after making clear title to the SAID PLOT than in that event Intending Vendors along with the Confirming Party/ Developer shall be liable to refund consideration received without any interest to Intending Purchaser which has been received by Intending Vendors along with the Confirming Party/ Developer from Intending Purchaser at/ before signing of the present Agreement.

12. Any notices/correspondence under this Agreement shall be addressed at the address referred above (or such address as may be informed by the respective parties) by Registered A/ D or by personal delivery under acknowledgement.

11. The parties hereto shall be entitled to specifically enforce the present Agreement.

12. That intending vendors had not handed over the possession of the said plot in the present deed to the intending purchaser and that after obtaining the final NOC from the village Panchayat Mulgao and final NOC from the TCP, the intending vendor has to execute and register the sale deed in the office of the sub register at Bicholim of the said plot in favour of intending purchaser.

SCHEDULE - I

All that part and parcel of land admeasuring 95,000m² of the property bearing survey No. 192/ 1; identified as DUDHNICHO SADO, situated at Mulgao, within the limits of village Panchayat Mulgao, Taluka and Registration Sub District of Bicholim, District of North Goa in the State of Goa described in the Land Registration Office of Bicholim under no. 503 of book B-2 New, Not enrolled for Matriz Predial of Taluka Revenue office Bicholim Goa. The SAID PROPERTY as One Unit is bounded as under:

Towards the North: survey No. 191/ 1 of Mulgao.

Towards the South: survey No. 160; 193, 194, and 195 (part) of Mulgao.

Towards the East: survey No. 161 of Mulgao

Towards the West: survey No. 196 and 192/ 2 of Mulgao.

SCHEDULE - II

All that part and parcel of land admeasuring 54092 which is the part or property bearing survey No. 192/ 1; indentified as DUDHNICHO SADO, situated at Mulgao, within the limits of village Panchayat Mulgao, Taluka

and Registration Sub District of Bicholim, District of North Goa in the State of Goa described in the Land Registration Office of Bicholim under no. 503 of book B-2 New, Not enrolled for Matríz Predial of Taluka Revenue office Bicholim Goa, The SAID PROPERTY as One Unit is bounded as under:

Towards the North: survey. No. 191/ 1 and Road

Towards the South: part of the same property bearing survey No. 192/1 and 193/1

Towards the East: part of the same property bearing survey No. 192/1 and Road

Towards the West: part of the same property bearing survey No. 192/ 1 and survey No. 196/ 1 -C & 8.

SCHEDULE- III

ALL THAT **PLOT No.** ___ admeasuring an area of ___sq.mts, which plot forms part of immovable property admeasuring 54092 which is the part of the bearing survey. No. 192/1; identified as DUDHNICHOSADO, situated at Mulgao, within the limits of village Panchayat Mulgao, Taluka and Registration Sub District of Bicholim, District of North Goa in the State of Goa described in the Land Registration Office of Bicholim under no. 503 of book B-2 New, Not enrolled for Matríz Predial of Taluka Revenue office Bicholim Goa, The SAID PROPERTY as One Unit is bounded as under:

Towards the North: By

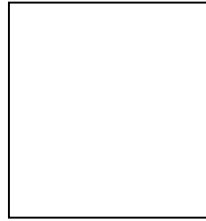
Towards the South: By

Towards the East:

Towards the West:

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seal on this day and the year first herein above written.

SIGNED AND DELIVERED BY THE
WITHIN NAMED INTENDING VENDORS



(duly constituted Attorney for Intending Vendors **No.**____)

L. H.F. Prints

R. H. F. Prints

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

SIGNED AND DELIVERED BY THE
WITHIN NAMED INTENDING PURCHASER



L. H.F. Prints

R. H. F. Prints

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

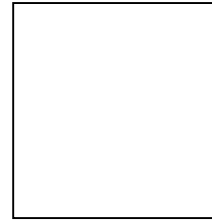
(4) _____

(4) _____

(5) _____

(5) _____

SIGNED AND DELIVERED BY THE
WITHIN NAMED CONFIRMING PARTY/ DEVELOPER



SHRI. SUDIN VASANT.NAYAK

(duly representative by its partners of M/S OMNIM IND SYNERGIES
LLP)

L. H.F. Prints

R. H. F. Prints

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

WITNESSES:

1. _____

2. _____