



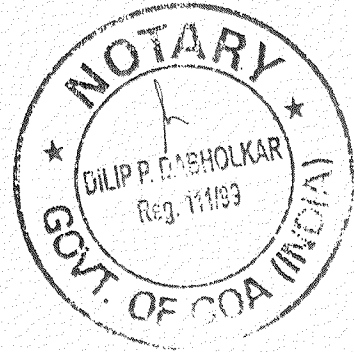
गोवा GOA

632112

Serial No. 1319 Place of Vendor, Panaji Date 21/4/11
Value of Stamp Paper _____
Name of Purchaser Jai Bhuvan
Residence _____ Name of Father _____
Purpose _____ Transacting Parties _____

Sign of Stamp Vendor
Mangals N. Kulkarni
License No. EC/STP/VEN/747/99

Sign of Purchaser
[Signature]



AGREEMENT FOR SALE-CUM-DEVELOPMENT

For JAI BHUVAN BUILDERS PVT. LTD

[Signature]

[Signature]

[Signature]
Director

This AGREEMENT FOR SALE-CUM-DEVELOPMENT is made on this 22nd day of the month of April, 2021, at Mapusa, Goa;

BETWEEN;

1. MRS. POOJA SUNIL SIRSAT, daughter of late Suhas V. Karpe, 38 years, married, business, Indian national, having PAN Card no. _____, Adhar no. _____ and Mobile no. 9822489873 and her husband;
2. MR. SUNIL KAMLAKANT SIRSAT, son of Kamlakant D. Sirsat, 41 years, Indian National, Advocate, married, having PAN Card no. _____, Adhar no. _____ and Mobile no. 9822489873;

Both resident of "Mahalaxmi", Behind G. S. Amonkar Vidhya Mandir School, Dattawadi, Mapusa-Goa, hereinafter referred to as the "OWNERS" (which expression shall include their heirs, executors and assignees) OF THE FIRST PART

AND

JAI BHUVAN BUILDERS PVT. LTD., a Company registered under the Companies Act 1956, having PAN- _____, having office at SM/101, Nova Cidade Complex, Alto Porvorim, Goa 403 521, duly represented by its Director MR. BHUVAN SHADANAND SHETH, son of late Sadanand Sheshgiri Shet, aged 47 years, Married, Businessman, Indian National, having PAN- _____ Aadhar Card No. _____, mobile no.9657864444, email ID:- b_sheth@yahoo.com, residing at Flat no. B-13-102(463/F2), Nova Cidade Complex, Pilerne-Marra, Porvorim, North Goa, Goa-403521, duly authorized vide Board Resolution dated 21.04.2021, hereinafter referred to as "DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors, administrators and assigns) of THE SECOND PART;

WHEREAS in the Village of Anjuna, Bardez Taluka, Goa, there exist property known as 'CANTEAMUNOUGA" OR "KATYA MUNAG" situated in ward

Sirsat

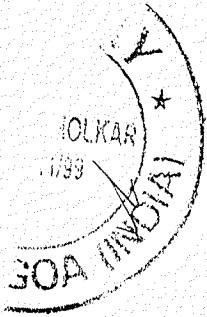
[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]

Director

Pequeno Chinvar of Village Anjuna, within the limits of the Village Panchayat of Anjuna-Caisua, Bardez taluka, North Goa, State of Goa, not described in the Land Registration Office and Surveyed under Old Cadastral Survey no. 672 and presently Surveyed under Survey no. 441/5 of Village Anjuna Bardez Goa, admeasuring an area of 950 sq. mts., is better described in **SCHEDULE I** hereto and shall herein after be referred as "SAID PROPERTY" and is better identified in the Survey Plan annexed hereto in red boundary line.



AND WHEREAS the OWNERS have represented to the DEVELOPERS as under:-

- a. That originally the SAID PROPERTY belonged to (i) Marcos Vas and (ii) Gervacio Vas alias Gervasio Vaz, in equal half's, who were the sons of Jose Constancio Vas & Maria Felicia de Atorid Alias Maria Felicia Athaide.
- b. That Books of Directorate of the Services of Land Survey of the Estado Da India i.e., Auto de Demarcao maintained by the Land Survey Department under Old Cadastral No. 672 conducted on 16/2/1943 in Village Anjuna records that area represented in the Cadastral Plan, under no. 672 belongs to Marcos Vas and Gervacio Vas.
- c. That Registo Do Agrimensor i.e. Book of Registration of Land Survey for Village Anjuna pertaining to said property no. 672 also reveals the name of Marcos Vas and Gervacio Vas as the owners of SAID PROPERTY.
- d. That as regards the 1/2 share of Marcos Vas in the SAID PROPERTY, the Deed of Succession dated 13.11.2014 was drawn before the Notary Ex-Officio of Bardez at Mapusa at pages 84 to 86 in Book of Deed bearing no. 847 which records that Marcos Vas was married to Adriana Filomena Sequeira alias Adriana Vaz alias Maria Adriana Heroina Filomena Felippina Sequeira alias Maria Adriana Filomena Sequeira, both expired on 03.09.1953 and 15.02.1985 respectively, leaving behind their 3 children namely (1) Carmo Manuel Pedro Felix Vaz alias Peter Vaz married to Felicia Natividade Amaral Vaz alias Phyllis Petronila Vaz.

For JAI BHUVAN BUILDERS PVT. LTD.

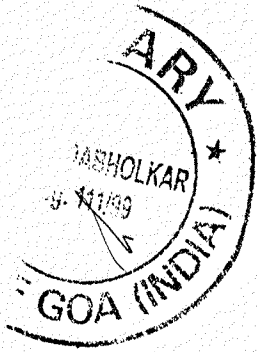
[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]
Director

(2) Calisto Vitorino Jose Antonio Vas alias Calisto Juse Vaz alias Calisto Joseph Vaz, who expired on 05.06.2014 as a Bachelor & (3) Marilia Francis Faria alias Marilia Mira Vaz alias Marilia Faria married to Francis Faria alias Francisco Piedade Jesus Faria alias Francisco Piedade de Jesus Faria.

- e. That said Deed of Succession dated 13.11.2014 also records that the said Carmo Manuel Pedro Felix Vaz alias Peter Vaz and his wife Felicia Natividade Amaral Vaz alias Phyllis Petronila Vaz expired on 25.03.1997 and 28.05.2012 respectively, leaving behind their 2 children namely (1) Mrs. Maria Abreu Lobo alias Maria Filomena Alzira Lia Vaz Abreu Lobo married to Mr. Manuel Joao Inacio Abreu Lobo alias Manuel Jose Abreu Lobo (2) Mr. Marcus Francisco Agnelo Conceicao Gregorio Vaz alias Mr. Marcos Francis Agnelo Conceicao Gregorio Vaz alias Mr. Marcos Francis Agnelo Conception Gregory Vaz married to MRS. MARIA MANUELA FONSECA E VAZ alias MARIA MANUELA VAZ as their sole and universal heirs.
- f. That said Deed of Succession dated 13.11.2014 also records that said Calisto Vitorino Jose Antonio Vas alias Calisto JuseVaz alias Calisto Joseph Vaz expired on 05.06.2014 as a Bachelor.
- g. That said Deed of Succession dated 13.11.2014 also records that Marilia Mira Vaz alias Adriana Vaz alias Marilia Francis Faria and her husband Francis Faria alias Francisco Piedade Jesus Faria alias Francisco Piedade de Jesus Faria, expired on 02.07.2012 and 26.05.1985 respectively.
- h. That said Deed of Succession dated 13.11.2014 also records that upon death of Francis Faria alias Francisco Piedade Jesus Faria alias Francisco Piedade de Jesus Faria a Deed of Succession dated 21.01.2013 drawn before the Notary Ex-Officio of Salcete at Margao at pages 10v to 12 in Book of Deed bearing no. 1584 recording that said Francis Faria alias Francisco Piedade Jesus Faria alias Francisco Piedade de Jesus Faria expired interstate without executing any will or disposition of his last wish leaving behind his wife and moiety holder Marilia

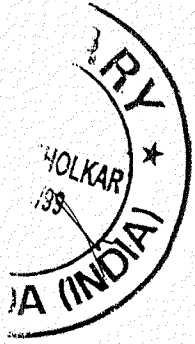


Private

For JAI BHUVAN BUILDERS PVT. LTD.

Director

Mira Vaz alias Adriana Vaz alias Marilia Francis Faria and their 2 children namely (1) MRS. MARIA CARMINA CRISTINA FARIA alias CARMEN COLACO married to MR. ALVITO MARCELINO JOAQUIM S. COLACO alias ALVITO COLACO (2) MRS. ROSALIA FARIA alias ROSE RAKESH SRIVASTAVA married to MR. RAKESH CHANDRA SRIVASTAVA.



- i. That the names of Adriana Filomena Sequeira, Carmo Manuel Pedro Felix Vaz & Calisto Juse Vaz are duly found recorded in **Form III** i.e. Index of Lands of village Anjuna, Bardez-Goa pertaining to the SAID PROPERTY.
- j. That names of Adriana Filomena Sequeira, Carmo Manuel Pedro Felix Vaz & Calisto Juse Vaz are duly found recorded in **Form IX** i.e. Index of Lands of village Anjuna, Bardez-Goa pertaining to the SAID PROPERTY.
- k. That names of Adriana Filomena Sequeira, Carmo Manuel Pedro Felix Vaz & Calisto Juse Vaz, are duly found recorded in the Occupant's column of the Record of Rights/**Form I & XIV** (Manuel/handwritten) of the SAID PROPERTY.
- l. That as regards the $\frac{1}{2}$ share of Gervacio Vas in the SAID PROPERTY, Inventory proceedings bearing 207 of 2020 was initiated in the Court of Civil Judge Junior Division at Mapusa Goa. Wherein perusal of deposition on oath of the head of the family reveals that said Gervacio Vas alias Gervasio Vaz was married to Leopoldina Fonseca Vas, both of whom expired on 28/06/1944 and 30/01/1941 respectively, leaving behind their 2 children namely:- (1) Joe Vaz, who expired on 12/6/1994 in the status of bachelor and (2) Maria Amelia Vaz married to Macario Jose Assumcao D'Souza alias Mack Joseph D'souza. The said Maria Amelia Vaz and her husband Macario Jose Assumcao D'Souza alias Mack Joseph D'souza expired on 14/9/1994 & 10/9/1992 respectively leaving behind their 2 children namely:- (1) MR. MICAEL ALBERTO ASSUNCAO DE SOUZA alias MICAEL A. A. DE SOUZA married to MRS. MARYANNE VIRGINIA D'SOUZA alias MARY ANNE VIRGINIA DE SOUZA alias MARYANNE SILVEIRA and

Director

[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]
Director

(2). MR. MERWYN JOHN D'SOUZA married to MRS. LUCILLE MICHAELA D'SOUZA, as their sole and universal heirs.

m. That by virtue of said Inventory proceeding bearing No. 207/2020/C, the half (1/2) undivided share of the said Gervacio Vas alias Gervasio Vaz & his wife Leopoldina Fonseca Vas in the SAID PROPERTY was listed and described as Item no.1 in the initial list of assets and final list of assets and that according to the Final Chart of Allotment prepared in the said Inventory Proceedings, the half (1/2) undivided share of the said Gervacio Vas alias Gervasio Vaz & his wife Leopoldina Fonseca Vas in the SAID PROPERTY, was allotted in favour of MR. MICAEL ALBERTO ASSUNCAO DE SOUZA alias MICAEL A. A. DE SOUZA and his wife MRS. MARYANNE VIRGINIA D'SOUZA alias MARY ANNE VIRGINIA DE SOUZA alias MARYANNE SILVEIRA and MR. MERWYN JOHN D'SOUZA and his wife MRS. LUCILLE MICHAELA D'SOUZA, according to their respective share as mentioned therein and the said Final Chart of Allotment was confirmed by the Court of the Civil Judge Senior Division at Mapusa-Goa, thereby confirming the allotment of the half (1/2) undivided share of the said Gervacio Vas alias Gervasio Vaz & his wife Leopoldina Fonseca Vas in the SAID PROPERTY in favour of MR. MICAEL ALBERTO ASSUNCAO DE SOUZA alias MICAEL A. A. DE SOUZA and his wife MRS. MARYANNE VIRGINIA D'SOUZA alias MARY ANNE VIRGINIA DE SOUZA alias MARYANNE SILVEIRA and MR. MERWYN JOHN D'SOUZA and his wife MRS. LUCILLE MICHAELA D'SOUZA.

n. That Corresponding Certificate dated 26.02.2021 issued by Superintendent of Survey and Land Records, Panaji reveals that Old Cadastralno 672 of Village Anjuna of Bardez Taluka corresponds to Survey no 441/5 of Village Anjuna of Bardez Taluka.

o. That by Deed of Sale dated 27.10.2020 duly registered in the office of the Sub-registrar of Bardez under Book-1 Document, Registration Number BRZ-1-2641-



D. S. S.

[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]
Director



2020 on 28.10.2020 said (1) MRS. MARIA ABREU LOBO alias MARIA FILOMENA ALZIRA LIA VAZ ABREU LOBO(2)MR. MANUEL JOAO INACIO ABREU LOBO alias MANUEL JOSE ABREU LOBO(3) MR. MARCUS FRANCISCO AGNELO CONCEICAO GREGORIO VAZ alias MR. MARCOS FRANCIS AGNELO CONCEPTION GREGORY VAZ(4)MRS. MARIA MANUELA FONSECA E VAZ alias MARIA MANUELA VAZ(5) MRS. MARIA CARMINA CRISTINA FARIA alias CARMEN COLACO(6)MR. ALVITO MARCELINO JOAQUIM S. COLACO alias ALVITO COLACO (7) MRS. ROSALIA FARIA alias ROSE RAKESH SRIVASTAVA(8)MR. RAKESH CHANDRA SRIVASTAVA(9) MR. MICAEL ALBERTO ASSUNCAO DE SOUZA alias MICAEL A. A. DE SOUZA(10)MRS. MARYANNE VIRGINIA D'SOUZA alias MARY ANNE VIRGINIA DE SOUZA alias MARYANNE SILVEIRA (11) MR. MERWYN JOHN D'SOUZA (12) MRS. LUCILLE MICHAELA D'SOUZA sold, conveyed, transferred their right, interest and title in the SAID PROPERTY in favour of OWNER NO. 1.

- p. That name of the OWNER NO. 1 is duly found recorded in the Occupant's column of the Record of Rights/Form I & XIV Survey no 441/5 of Village Anjuna of Bardez Taluka.
- q. That OWNER NO. 2 is married to OWNER NO. 1 under the provisions of the communion of assets prevailing in the State of Goa.
- r. That the OWNERS are therefore absolute, lawful owners in peaceful possession and enjoyment of the SAID PROPERTY and that the title of the OWNERS TO THE SAID PROPERTY is good, clear and marketable and free from all encumbrances and no one else has any right, title or share therein and that they have not entered into any agreement for sale, transfer or development of the SAID PROPERTY with anyone else and nor is it subject matter of a Will or gift, memorandum of understanding oral or written.

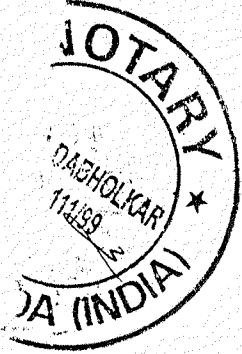
S. Holkar

[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]
Director

- s. There is no impediment to enter into this agreement under any law, or contract nor is the SAID PROPERTY in respect of which there is a statutory prohibition regarding sale/development/conveyance, and the SAID PROPERTY is not subject to any acquisition proceedings or encumbrances, howsoever remote of any kind and they have not mortgaged or offer as collateral for securing any loan or for obtaining any advances whatsoever from any individual, Bank or Financial Institution and it is not subject to any charge for payment of income tax, wealth tax, gift tax.
- t. There is/was no statutory bar or prohibition to acquire/hold/develop the SAID PROPERTY as per the laws of India.
- u. That they have not received any notice from any statutory body/court, which may restrict the parties from fulfilling the objects of this Agreement.
- v. That they have not suppressed any information as to the status of the SAID PROPERTY, which may impact the financial viability or investment of the DEVELOPERS.



ANDWHEREAS, the OWNERS, being interested in developing the SAID PROPERTY, so that the OWNERS can realize its value, have identified the DEVELOPER herein and offered the SAID PROPERTY for development and sale.

AND WHEREAS a public notice was published in the local newspapers "Gomantak" & "The Navhind Times" dated 7/3/2021, inviting objections from the general public towards the SAID PROPERTY, however no objections of whatsoever nature were received from anybody towards the same.

AND WHEREAS, the OWNERS and the DEVELOPER have agreed by and among themselves to sell and develop the SAID PROPERTY for consideration mentioned herein under.

AND WHEREAS, the DEVELOPERS have duly scrutinized the title of the SAID PROPERTY through their advocate and after being satisfied with the title documents of

Prasad

[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]

Director

the above "SAID PROPERTY", the DEVELOPERS have decided to develop the "SAID PROPERTY", for a Consideration of Rs. 80,00,000/- (Rupees Eighty Lakhs only) and by way of delivery/handing over ONE (1) VILLA having built-up of not less than 340 sq. mts., having specifications and amenities as specified in SCHEDULE-II given hereinunder, to the OWNERS. The Consideration of Rs. 80,00,000/- (Rupees Eighty Lakhs only) to be paid by the SAID DEVELOPERS to the SAID OWNERS in the following manner:

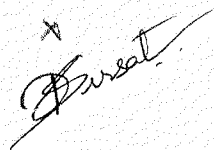
1. An amount of Rs. 70,00,000/- (Rupees Seventy Lakhs only) upon signing of this Agreement for Sale cum Development and ;
2. An amount of Rs.10,00,000/- (Rupees Ten Lakhs Only) upon obtaining all the approvals, including approvals from Village Panchayat for the said Project.

AND WHEREAS, the Owners and Developers have agreed that all the necessary approvals such as conversion sanad, TCP permission, License from Panchayat and other authorities etc., for the project will be obtained by the Developers and that the Developers will be fully responsible for the development of the project.

AND WHEREAS, the Owners and the DEVELOPERS have agreed to put the terms in the following manner:-

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

- 1) The OWNERS, in total Consideration of Rs. 80,00,000/- (Rupees Eighty Lakhs only) and by way of delivery/handing over of one (1) VILLA having built-up area of not less than 340 sq. mts., having specifications and amenities as specified in SCHEDULE-II, given hereinunder, do hereby grants permission in favour of the DEVELOPERS to develop and put up construction of THREE (3) VILLAS in the aforesaid "SAID PROPERTY".



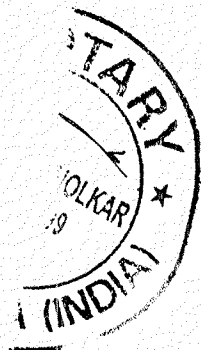


For JAI BHUVAN BUILDERS PVT. LTD


Director

2) The Developer in pursuance thereof paid today an amount of—Rs. 70,00,000/- (Rupees Seventy Lakhs only) to both the OWNERS in the following manner:

- a) by way of Cheque of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) bearing No. 003216, drawn on HDFC bank dated 22.04.2021, in favour of Pooja S. Sirsat, OWNER NO.1 and
- b) by way of Cheque of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) bearing No. 003217, drawn on HDFC bank dated 22.04.2021, in favour of Sunil K. Sirsat, OWNER NO.2, the receipts of which the OWNERS do hereby admit and acknowledge.



- 3) That the OWNERS agree to confirm the recital made hereinabove of the "SAID PROPERTY" and that copies of all the Title Documents and other ancillary documents of the OWNERS to the DEVELOPER, so as to enable the DEVELOPER to furnish/handover the same to the prospective purchasers or to obtain all bank approvals etc. This Agreement for sale cum Development shall be binding on the OWNERS and the DEVELOPER.
- 4) It is hereby mutually agreed between the Parties that, the DEVELOPER shall be entitled to construct **THREE (3) VILLAS** in the SAID PROPERTY, and out of which sell remaining **TWO (2) VILLAS** to prospective purchasers and also receive/collect advances, payments and execute an Agreement of sale with Prospective Purchasers with no interference or objection from the OWNERS, however the DEVELOPER shall have no right to execute the Deed of Sale pertaining to any of the villa, without first handing over/delivering the physical & legal possession of **ONE (1) VILLA** to the OWNERS as agreed having built-up area of not less than 340 sq. mts.
- 5) It is hereby mutually agreed between the parties that the OWNERS and the DEVELOPERS agree that the project shall be named and called in the style of "SONHE ANJUNA".

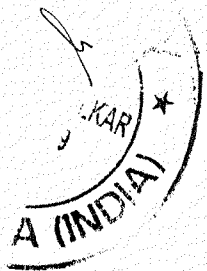
Sirsat

[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]
Director

- 6) That this Agreement for sale cum Development regulates the rights and duties between the DEVELOPERS and the OWNERS.
- 7) This Agreement for sale cum Development relates to the rights of the respective parties with regard to the implementation/Development of the Project named "SONHE ANJUNA" that is being developed in the "SAID PROPERTY".
- 8) It is hereby agreed between the parties that on signing of this agreement for sale cum Development, the OWNERS, hereby have granted permission to the DEVELOPERS to develop and to construct a Residential project consisting of **THREE (3) VILLAS** in the "SAID PROPERTY".
- 9) It is hereby agreed between the parties that the DEVELOPERS on completing the construction of **THREE (3) VILLAS** in all respects and that the OWNERS on receiving the delivery/handing over possession of the **ONE (1) VILLA** the OWNERS shall come forward in executing the final deed of Conveyance or Independent Deed of Sale of remaining **TWO (2) VILLAS** as and when required in favour of the prospective purchasers.
- 10) The Parties herein specifically confirm that this Agreement for sale cum Development does not constitute a Partnership or Association and consequently no party shall be entitled to represent the other Party. The rights and responsibilities of the Parties are and shall be as hereinafter set out and to be mutually agreed from time to time by and between them. The Parties shall perform their respective obligations hereunder as part of their respective obligation/business and not as contractors, agents or representatives of each other.
- 11) The OWNERS hereby covenant and declare that herein under.
- They are the absolute OWNERS of the "SAID PROPERTY" and have clear and marketable title to the "SAID PROPERTY".
 - That the OWNERS will not part with the "SAID PROPERTY" or any part thereof.



Sirsat

[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]
Director

- c. That the OWNERS shall render every possible co-operation to the DEVELOPER for giving full effect to the terms and conditions of this agreement.
- d. That the OWNERS have no outstanding encumbrances, mortgages, lien, notices for requisition or acquisitions or reservation or assignments or otherwise or any outstanding interest or claims by or of any other party/person/s on the "SAID PROPERTY".
- e. That the OWNERS have clear and absolute irrevocable right and authority to sell/develop the "SAID PROPERTY" as also to enter into this Agreement for sale cum Development.
- f. That the ownership and possession of the "SAID PROPERTY" on which the DEVELOPER shall carry out the Development shall continue to remain with the OWNERS till the Ownership is transferred by a written and registered document. A mere Agreement of sale entered into with any prospective buyer of the **TWO (2) Villas** will not constitute the transfer of ownership.
- g. That the OWNERS statements and representations made in the foregoing recitals are true to their own knowledge and are made knowing fully aware that relying upon the said statements and representations to be true and correct.

12) The DEVELOPER hereby state and confirm that:-

- a. They have agreed to carry out as part of their own business activity the entire works, consisting of Development/construction of **THREE (3) VILLAS** by arranging their own finance, personnel etc. in accordance with the sanctioned plans as approved by the concerned authorities.
- b. The development/construction and the other works comprised in the "SAID PROPERTY" shall be carried out by the DEVELOPER in accordance with the sanctioned plans with such modifications thereto that be made by the parties mutually and which would be subject to the approval of the concerned authorities.

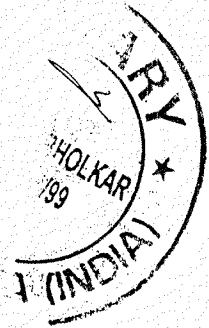
13) The Obligations of the:

Dursat

[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]
Director



a. OWNERS are:-

- i. To execute final conveyance deed of the necessary part of the "SAID PROPERTY" or independent Deed of Sale of remaining TWO (2) VILLAS to and in favour of the individual buyers/purchasers, subject to receiving the delivery/handing over possession of the ONE (1) VILLA as is provided in this Agreement for sale cum Development.
- ii. The OWNER, upon execution of the Agreement for sale cum Development, shall issue a Power of Attorney in favour of the DEVELOPERS conferring specific powers on the Developer to enter into Agreement for Sale, Deed of Sale, Deed of Transfer or Deed of Conveyance to sell, transfer or convey the SAID PROPERTY along with proportionate undivided share in the land along with built-up area allotted to the DEVELOPERS and to admit their execution before the Sub-Registrar of Bardez or another registering authority and to apply for and obtain necessary permissions from the authorities namely from Town and Country Planning Authority, the Village Panchayat of Anjuna and or other authorities constituted under the provisions of Land Revenue Code and under the provisions of other statutes to enable the Developer to obtain and or secure the development permissions to develop the Said Property. It is made clear that the powers conferred under the said Power of Attorney for sale shall empower the DEVELOPERS to only deal with the built-up area allotted to the Developers under this agreement, subject to Developer complying with the terms and conditions under the Agreement more particularly what is provided in clause 22 and 23 hereinbelow.

b. DEVELOPERS are:-

- i. To arrange funds required for the purpose of carrying out all the development works. To pay for all the marketing expenses and all costs that shall be incurred in obtaining all construction approvals from all competent



[Signature]

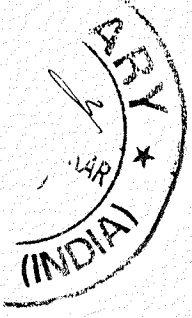
[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]
Director

government authorities such as infrastructure tax, TCP fees, Electricity and P.W.D. fees and all Panchayat fees required for obtaining the construction license.

- ii. To obtain the Conversion Sanad towards the "SAID PROPERTY" and to sort or clarify any matters or issue with regards to the same.
- iii. To obtain all the necessary permissions and approvals for construction from Competent Authorities namely Village Panchayat of Anjuna Caisua, North Goa Planning and Development Authority/Town and Country Planning Department.
- iv. To execute the works in accordance with the sanctioned plans with the said specification and amenities mentioned in **SCHEDULE-II**.
- v. To complete the entire works as per the time frame mutually agreed and hereunder written, time being essence of the Agreement for sale cum Development.
- vi. To pay cost of all the materials required for carrying out and completing all the works, including the cost of material required for flooring, doors/windows, sanitary/plumbing fitting, electrification, paints, lifts, transformer and the like.
- vii. To engage services of Architects, Engineer/s, Contractors, Labourers, Workers and other managerial staff for the purpose of developing the said property.
- viii. To pay cost of wages and labour, direct and indirect, supervisory staff, technical staff, including statutory claims of ESI, PF, claims under the Workmen Compensation Act and the like.
- ix. To pay the contractor, sub-contractors and other agencies.
- x. To pay the hire charges for the equipments, centering materials.
- xi. To pay losses or claims raised by Government Authorities for infringement of any law or not complying with the rules and regulations.



Director

For JAI BHUVAN BUILDERS PVT. LTD

Director

xii. To pay and settle any claim of any labour or other related agencies for injury/damage caused during the course carrying out the works.

xiii. To keep the OWNERS fully indemnified for any deficiencies in execution/completion of works or for any delays in execution not attributable to the OWNERS and against any claims resulting there from.

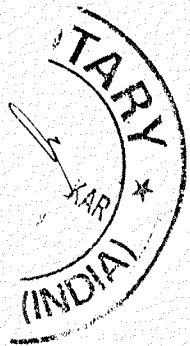
14) Without in any way conflicting with and/or deviating from the provisions of the above clause hereinabove, the specific duties, responsibilities of the respective parties as stated herein, the parties agree and confirm that in the interest of timely completion of the project "SONHE ANJUNA", as and when required, they would be co-operating with or helping each other to enable the affected party to discharge their responsibilities and duties to the best of their ability. However such co-operation or help shall not discharge the affected party from liability towards the other parties or other claimants under this Agreement for SALE-CUM - DEVELOPMENT.

15) It is hereby agreed that it shall be the responsibility of the DEVELOPERS to collect all Government taxes, such as service tax, Gst, etc from all prospective purchasers and to make the respective payments to the respective Government Departments.

16) It is hereby agreed that it shall be the responsibility of the DEVELOPERS to obtain all necessary permission from appropriate authorities to undertake the construction/development activities. The OWNERS authorize the DEVELOPERS to obtain and apply such development permissions in the name of DEVELOPERS.

17) It is specifically agreed by and between the parties hereto that:-

- a. This Agreement for sale cum Development, also does not create any relationship of principal and agent or contractor between the Parties.
- b. This Agreement for sale cum Development, also does not create any association formed by the Parties and in fact each party is doing its own business independent of each other and the rights and obligations of each Party is well defined, specific and mutually exclusive.



[Handwritten signature]

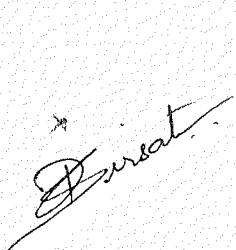
For JAI BHUVAN BUILDERS PVT. LTD.

[Handwritten signature]
Director

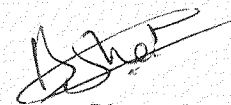
- c. The purpose of the arrangement contemplated in this Agreement for sale cum Development, is to ensure optimum realization for each party independent from others from the respective activities it performs or obligations undertaken by it in relation to the project developed on part of the "SAID PROPERTY".
- d. The liability to pay the income tax or any other taxes, cess levies etc. on gross and/or net income earned or on costs incurred by each Party shall be their respective responsibilities individually and any other Party shall in no way be involved or concerned about such liabilities of the other Parties. However the Parties shall ensure that they discharge all their respective obligations in respect of the matters referred in this clause so that the execution, completion and sale of the Project is not affected in any manner.
- e. Each of the Parties herein shall indemnify and keep indemnified, saved, defend and harmless the other party from or against any liability arising from non payment of any taxes, levies, Cess etc. on gross and/or net income accruing from the said project being implemented on the part of the "SAID PROPERTY".
- f. It is specifically agreed that the absolute ownership, title and possession of the "SAID PROPERTY" shall remain vested in the Owners till:
- i. An Independent Sale Deed pertaining to remaining TWO (2) VILLAS are executed infavour of the prospective purchasers.
 - ii. If the Floor Space Index (FSI) is increased in relation to the "SAID PROPERTY" or any part thereof, the entire benefit of the same shall belong to both parties, namely the OWNERS and the Developers in the proportion of 34%:66% respectively i.e. 34% to OWNERS and 66% to DEVELOPER, that is in the proportion of 1/3 : 2/3.

18) It is hereby specifically understood and agreed between the Parties hereto that the DEVELOPERS shall indemnify the OWNERS for any monetary and legal consequences arising out of any relationship contractual or otherwise entered into between the DEVELOPERS and any third party/agency and/or in respect of losses

For JAI BHUVAN BUILDERS PVT. LTD.



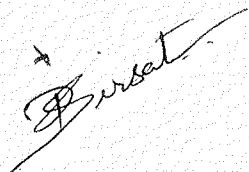


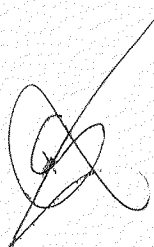

Director

caused due to actions, claims, damages, compensation or costs, charges and compensation or costs, charges and expenses arising out of any accident or injury sustained by any workman.

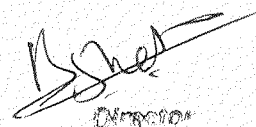
- 19) The OWNERS hereby undertake and declare that their right and title to the "SAID PROPERTY" is free, clear and marketable and no third party rights or interest in the "SAID PROPERTY" have been created, which may affect the work to be carried out in relation to the said project and the same is not a subject matter of any litigation or order restraining or preventing the sale or transfer thereof. It is however agreed that the DEVELOPERS have satisfied themselves that the OWNERS have a clear and marketable title in respect of the "SAID PROPERTY", however the OWNERS shall indemnify the DEVELOPERS in case of any defect in the title of the said Property.
- 20) The OWNERS and the DEVELOPERS hereto agree and record that they shall from time to time hold site meetings to review the progress of the work as per the mutually decided schedule and review the terms of the Agreement for sale cum Development. It is agreed and confirmed that any change or modification shall be rendered in writing in the form of supplementary Indenture hereto and not otherwise.
- 21) The DEVELOPERS shall complete the development and construction of the said Project "SONHE ANJUNA" within a period of 2 years from the date of obtaining Construction License from the competent authority, subject to *force majeure* i.e. riots, strikes, civil commotion, lock outs, earthquake or act of God and prohibitory order or injunction or directive of any Government Tribunal, Quasi-tribunal, local or public body or authority or competent authority or any Act, Ordinance, Statutes, Rules, Regulations, Bye-laws, Notifications by Government (State and Central) or municipal or other local bodies or competent authorities. If any of the above contingencies shall adversely affect the completion of the said project "SONHE ANJUNA" within the time stipulated herein above than in that case the period shall be further extended till the extinction of Force Majeure. However, if the





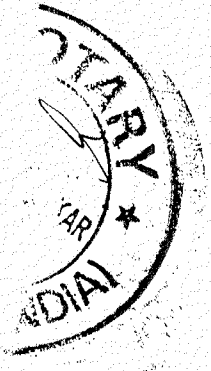


For JAI BHUVAN BUILDERS PVT. LTD.


Director

DEVELOPERS is not able to complete the said Project within the stipulated period of 2 years subject to Force Majeure, than the DEVELOPERS shall be entitled for a grace period of 9 months to complete the said project and In the event the DEVELOPERS fails to complete the ONE (1) VILLA allotted to the owner within the time stipulated as above and or within the 9 months after the extinction of Force Majeure Clause, the DEVELOPERS shall be liable to pay an amount of Rs. 25,000/- (Rupees Twenty Five Thousand Only) per month to the OWNERS by way damages caused in delay in handing over possession of the ONE (1) VILLA, to the OWNERS and the said damages shall be paid every month and on failure on the part of the DEVELOPERS to pay the monthly damages as mentioned herein, then OWNERS shall have right to terminate the present Agreement on the terms and conditions mutually agreed between the Parties.

- 22) It is agreed and understood that the OWNERS shall have absolute authority to choose any ONE (1) VILLA out of the said THREE (3) VILLAS and accordingly an agreement of Addendum shall be drawn up and signed between the OWNERS & DEVELOPER and the same shall be executed by attaching the copy of the approved plan, clearly demarcating the ONE (1) VILLA to be handed over to the OWNERS.
- 23) Upon preparation of development plan, by the DEVELOPER the OWNERS shall within seven days thereof select the ONE (1) VILLA. Upon the OWNER selecting such Villa , the said ONE (1) VILLA shall stand allotted to the OWNER in terms of this Agreement for sale cum Development ,The DEVELOPER shall be free to enter into Agreement for sale with respect to balance TWO (2) VILLAS with any prospective purchasers on such terms and conditions as the DEVELOPER deems fit and proper without intervention of the OWNERS. The OWNERS hereby give consent to the DEVELOPER to enter into an Agreement for sale along with proportionate undivided share in the land of the balance TWO (2) VILLAS with any third Party without OWNERS being made party to the said Agreement for sale. Needless to say that the OWNER shall be bound to honour such commitment made



*
Srisat

For JAI BHUVAN BUILDERS PVT. LTD.


Director

by the DEVELOPER in such Agreement in so far as transfer of undivided share in the said Property is concerned and in compliance of such assurance the OWNER shall be bound to enter into a Deed Of Sale or transfer in favour of such prospective PURCHASERS as and when called upon by the DEVELOPER and or such Prospective PURCHASERS. The DEVELOPER and/or the Prospective Purchasers shall be entitled to obtain loan from a bank or financial institution in respect of balance TWO (2) Villas; It is made clear that any such loan obtained shall not bind the OWNERS nor the ONE (1) VILLA shall be subject matter of such loan obtained.

24) Any notice to be given by one Party to the other shall be deemed to have been given by sending a "registered post acknowledgement due" letter addressed to the Party with copy to the other Party at the address mentioned below:

OWNERS:

MRS. POOJA SUNIL SIRSAT,

MR. SUNIL KAMLAKANT SIRSAT, having office at
"Mahalaxmi", Ground Floor, Behind G. S. Amonkar Vidhya Mandir School,
Dattawadi, Mapusa-Goa, 403507.

DEVELOPER:

Mr. BHUVANISH SADANAND SHETH,

Having office at SM-101, Nova Cidade Complex,
Alto Porvorim, Bardez-Goa-403521.

Email id: b_sheth@yahoo.com.

25) This Agreement for sale cum Development represents all the understandings between the Parties and unless the same is varied in writing signed by all the Parties, this Agreement shall be final and binding.

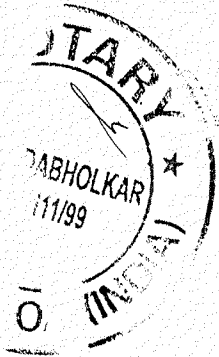
26) All disputes and differences whatsoever arising out of or touching these presents or the construction, interpretation or application thereof or anything therein contained including the performance of the respective obligations of each of the Parties hereto

Sirsat

[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]
Director



during the subsistence of this Agreement for sale cum development , or any clause, matter or thing herein contained or the rights and liabilities of the Parties herein or any claim made against each other, shall be referred to arbitration. The OWNERS shall appoint one arbitrator and the DEVELOPERS shall appoint one arbitrator and the said two appointed arbitrators shall appoint an umpire or third arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment in force for the time being. Such arbitration shall be conducted at Panjim, Goa in English language. The award passed by the Arbitrators shall be final and conclusive and binding on the parties.

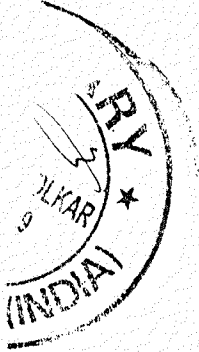
- 27) This agreement for sale cum development has been printed in two sets and both the sets have been executed simultaneously and both shall be considered a original and OWNERS and DEVELOPERS will have one such agreement. All out of pocket and misc. expenses etc. including stamp duty, registration fees and incidental charges of the Agreement for sale cum development required for the successful implementation of the SONHE ANJUNA and for effective development of the said part of the "SAID PROPERTY" shall be borne by the DEVELOPER and the OWNERS equally.
- 28) It is specifically agreed that the DEVELOPER shall be liable to strictly follow the provisions of RERA, in case of its applicability and that the OWNERS shall not be liable in any manner whatsoever to any 3rd parties or prospective buyers/purchasers of the remaining TWO (2) VILLA'S and that the DEVELOPER shall be solely responsible and liable towards the same.





For JAI BHUVAN BUILDERS PVT. LTD.


Director



SCHEDULE - I**(DESCRIPTION OF THE SAID PROPERTY)**

ALL THAT THE SAID PROPERTY known as "CANTEAMUNOUGA" or "KATYA MUNAG" situated in the ward Pequeno Chinvar of village Anjuna, in the limits of the village Panchayat of Anjuna-Caisua, Bardez Taluka, North Goa, State of Goa, Taluka Bardez, District of North Goa, State of Goa, neither found described in the Land Registration Office and Surveyed under old Survey No. 672 and presently Surveyed under Survey No.441/5 of Village Anjuna Bardez Goa, admeasuring an area of 950 Sq. mts., and bounded as under:-

East: By Road;

West: By property surveyed under Survey no. 441/4 of village Anjuna, Bardez-Goa;

North: By Road;

South: By property surveyed under Survey no. 441/6-A of village Anjuna, Bardez-Goa;

SCHEDULE-II**(DESCRIPTION OF VILLA)**

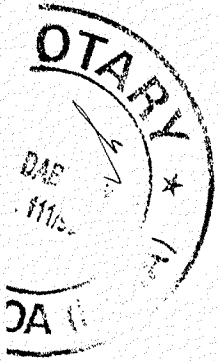
ALL THAT VILLA having built-up area of not less than 340 sq. mts., proposed to be constructed in the SAID PROPERTY specified in the SCHEDULE-I given hereinabove and having specifications and amenities as specified in SCHEDULE-III, given hereinunder.

Surat

[Signature]

For JAI BHUVAN BUILDERS PVT. LTD.

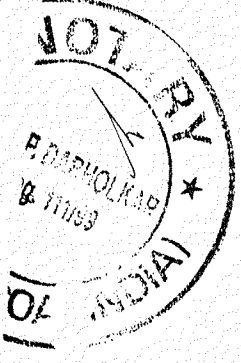
[Signature]
Director



SCHEDULE-III

(SPECIFICATIONS & AMENITIES of VILLA PROPOSED TO BE CONSTRUCTED IN THE SAID PROPERTY TO BE DELIVERED/HANDED OVER TO THE OWENRS)

1. R.C.C: -Frame Structure with earth quakeproof design by using steel of either JSW50/Tata TISCON only and cement of Ultratek Company or ACC.
2. Walls: - External Walls of Laterite Stone masonry.
Internal Walls of brick masonry/Cement Block/ light weight bricks.
3. Plaster: - External Plaster of 18mm Cement Plaster.
Internal Plaster of single coats of cement and second coat of neeru finished of 12 mm Cement Plaster.
Chemical waterproofing in all toilets and roof slabs, parapets, chajjas.
4. Flooring shall be of Italian marble/karara marble /artificial stones/of good quality only. The staircase shall be of Italian marble/karara marble/natural stones steps only with granite of matching finish if any. Natural stones for window cill, kitchen platform shall be of granite. . Bathroom counters shall be of granite/artificial stones Wall in bathroom shall be of Italian marble/Karar marble/artificial stones .upto the ceiling height and flooring.
5. Plumbing: - concealed internal plumbing using all materials as per IS code. Inside CPVC/UPVC/KITEC pipes for internal and external water supply and external drainage of a reputed quality such as Astral, etc.,
6. Bathroom fittings of jaquar/ Kohler make only. Commod shall be of English style and washbasin - of Jaquar/ Kohler brand only. Jacuzzi in all bathrooms.
7. Electrical: - wire & Switches of IS Code of legrand /myrius/ Anchor/ Roma brand, wires shall be of Polycap/ finolex/ RR make cables and wires. DB and MCCB/MCB shall be of legrand/ Anchor brand. Electrical inverter backup of 2KVA with battries for villa.
8. Door: - Main as well as inside doors shall be of Teakwood, French door, Frame of Teak/Salwood, Windows: - wooden frame of teak/salwood and window



[Signature]

[Signature]

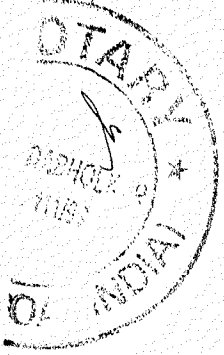
For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]

Director

shutters shall be of Teak/salwood with clear toughen glass of atleast 8 -10 mm and shall be openable window with good quality hinges, nutbolts, brass handles. The teak and salwood shall have melamine polish of required coats. All doors including main door shall have automated Electronic app base lock system i.e. finger print scan, pin code, key and Card of reputed company.

9. Painting: - External Apex/ Apex ultima/ Asian Paint, Internal Asian paint royal emulsion.
10. Modular kitchen.
11. Private plunge pool on terrace floor of 2 x 3 mts.
12. Independent swimming pool on ground floor of 5 X 3 or permissible as per site dimension (size can vary), with filtration system.
13. Underground water tank of 5000 lts and overhead water tank of 3000 lts for each villa with submersible water transfer pump of 2HP.
14. Hydraulic automated elevator of OTS/jhonson or equivalent reputed brand with AMC paid for 5 years with generator of equivalent capacity.
15. Open land on the ground floor shall be suitably decorated with plants and grass lawn.
16. Car pouch /garage shall have door/shutter.
17. Each villa shall have compound wall with 2 gates, one big gate of about 5 mts width with 2 shutters having upto 2mts height and a small gate of 1.5 mts (or as permissible as per site dimension).
18. Each villa shall have video door bell system and 8 CCTV camera with DVR.



Girish

For JAI BHUVAN BUILDERS PVT. LTD.

[Signature]
Director

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT FOR SALE-CUM DEVELOPMENT IN THE PRESENCE OF THE WITNESSES SIGNING BELOW.

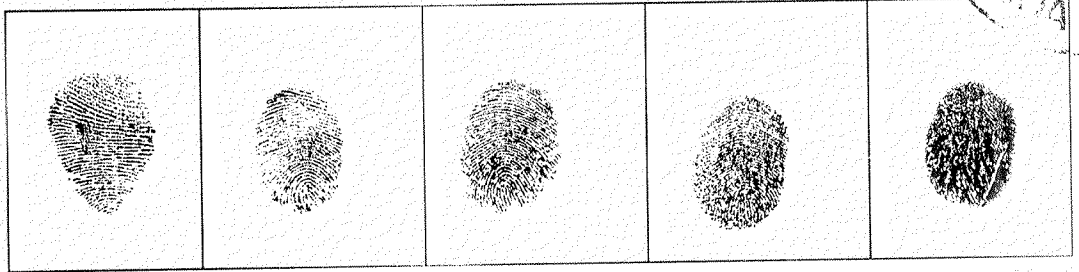
SIGNED, EXECUTED AND DELIVERED by the within named OWNER NO. 1

Sirsat

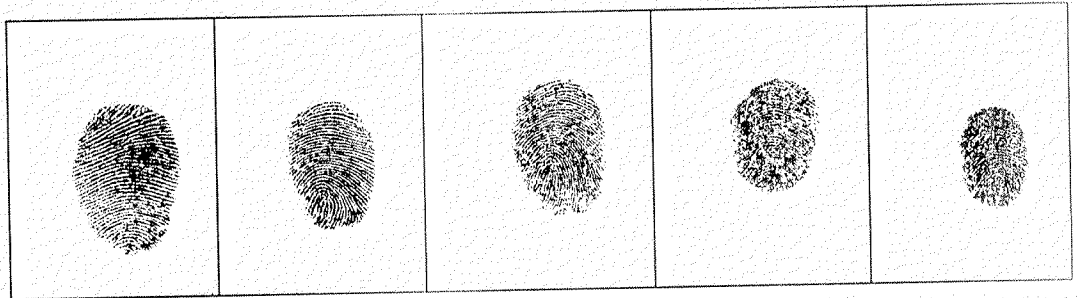
(MRS. POOJA S. SIRSAT)

Photo & Finger Prints as below

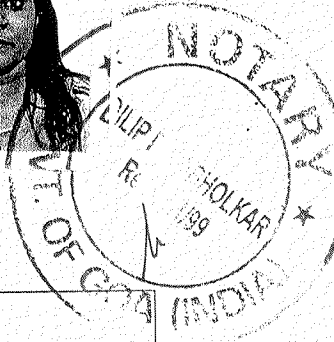
Right Hand



Left Hand



Sirsat



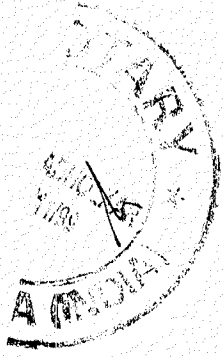
Sirsat

[Signature]

For JAI BHUVAN BUILDERS PVT. LTD

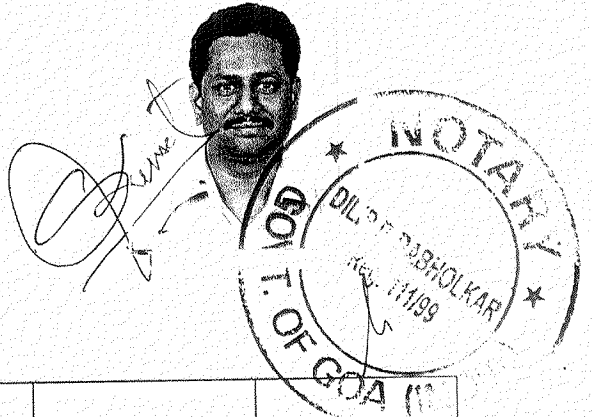
[Signature]
Director

SIGNED, EXECUTED AND DELIVERED by the within named OWNER NO. 2.

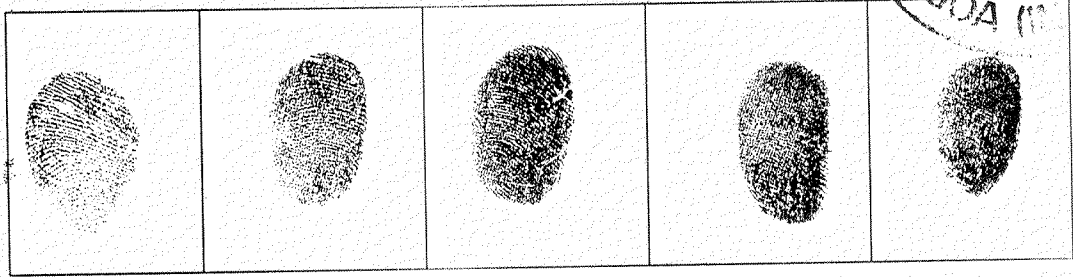


(MR. SUNIL K. SIRSAT)

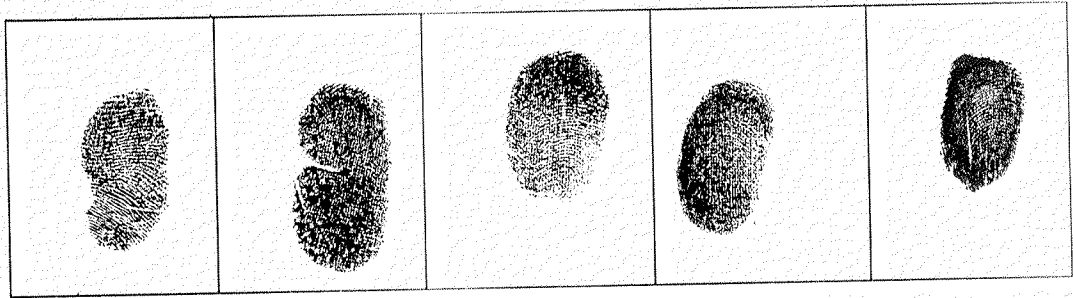
Photo & Finger Prints as below



Right Hand



Left Hand



Sirsat

For JAI BHUVAN BUILDERS PVT. LTD.

Director
Director



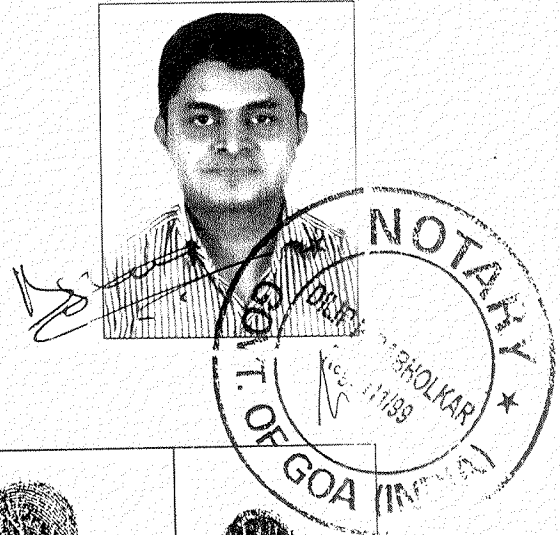
SIGNED, EXECUTED AND DELIVERED by within named DEVELOPERS:

[Handwritten signature]

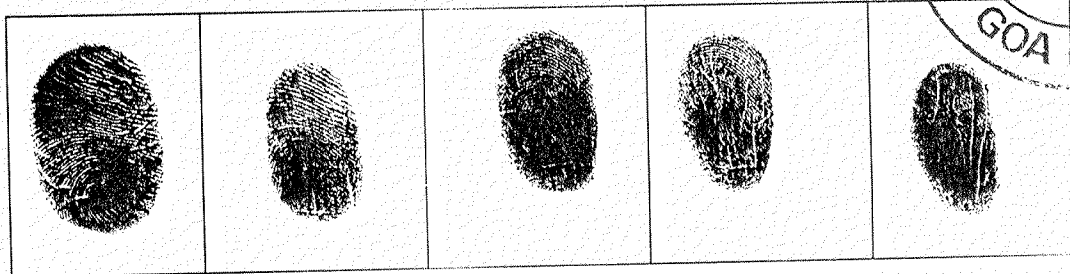
JAI BHUVAN BUILDERS PVT. LTD,

Represented through its DIRECTOR,
(MR. BHUVANISH SADANAND SHETH)

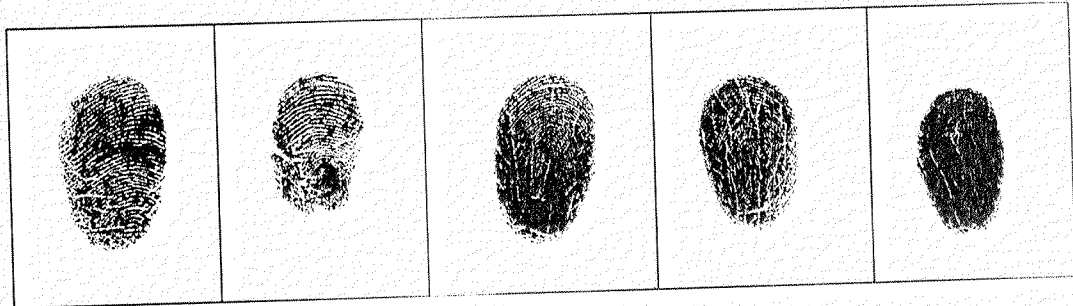
Photo & Finger Prints as below



Right Hand



Left Hand



IN THE PRESENCE OF:

1) Lisa D'souza *[Signature]*

2) Kiran Ranab Namb

[Handwritten signature]

[Handwritten signature]

For JAI BHUVAN BUILDERS PVT. LTD.

[Handwritten signature]
Director