

(Rupees Eight Lakhs Thirty Six Thousand Only)

For CITIZEN CREDIT CO-OP. BANK LTD



Authorised Signatory

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SAMANA BEERER CO-OP. HSG SOCIETY LTD
ST. JOSEPH ROAD, BORDA,
MARGAO - GOA 403 602

D-5/STP(V)/C.R./35/3/2011-RD

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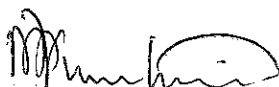
Rs.0836000/- PB7223

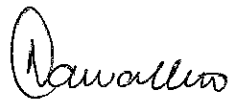
STAMP DUTY

GOA

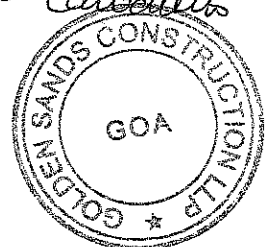
Name of Purchaser GOLDEN SANDS CONSTRUCTION
LLP.

AGREEMENT OF SALE


STARCROFT DEVELOPERS PVT. LTD.
MILIND RATNAKAR VERNEKAR
MANAGING DIRECTOR



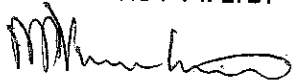
Rajit Cotta Cavallero



AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made at Margao, Salcete,
Goa, on this Twenty-Fourth day of the month of February in the
year Two Thousand and Twenty (24/02/2020)

STARCROFT DEVELOPERS PVT. LTD.

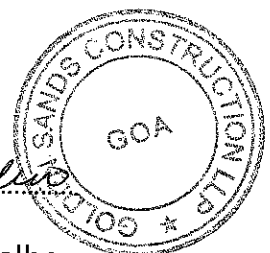


MANAGING DIRECTOR

Milind Ratnakar Vernekar



Ranjit Cotta Carvalho



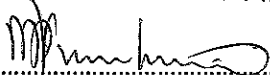
BETWEEN

M/s STARCROFT DEVELOPERS PVT LTD., a private limited company incorporated under the provisions of the Companies Act , 1956, having its office at above Radio Mundial Municipal Square, New Market, Margao-Goa, holder of Income Tax Pan Card No. AAKCS0898K and CIN : U70101GA2005PTC004226, represented by its authorized Managing Director Mr. Milind Ratnakar Vernekar, aged about 53 years, son of Mr. Ratnakar Datta Vernekar, married, businessman, holder of Income Tax Pan Card No. AAXPV7950R and Aadhar Card No. 470784662274, email id: goldensands.admin@gmail.com, Mobile No. 9822100875, resident of **Hno. 424, Wno.12, Borda, Margao, Goa-403601**, duly authorized by board resolution dated 14.02.2020 passed by the board of directors, hereinafter referred to as the **“VENDOR”** (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the **FIRST PART;**

AND

GOLDEN SANDS CONSTRUCTION LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act , 2008, having its registered office at 97, Ascanio D’Costa Road, Behind Grace Church, Margao, Goa, holder of PAN CARD Number: AAKFG2664G and LLP Identification: AAA3632, represented by its Designated Partner **Mr. Ranjit Cotta Carvalho**, age about 50 years, married, businessman, Indian National, son of Late Shri Ligorio Cotta Carvalho, Pan Card No. AAYPC4176B, Aadhar Card No.

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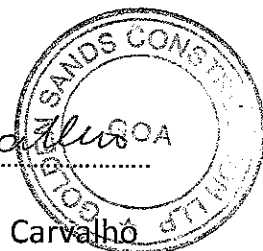


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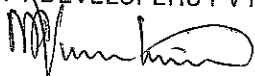


409318164955, Email id: goldensands.admin@gmail.com, Mobile No. 9822126527, residing at House No. 97, Ascanio D'Costa road, behind Grace church, Margao, Salcete, Goa, duly authorized by resolution dated 12.02.2020 passed by the partners of Golden Sands Construction LLP., hereinafter referred to as the **"PURCHASER"** (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the **FIRST PART;**

AND WHEREAS the VENDOR has represented to the PURCHASER as under: -

1. There exists a landed property denominated as western half of the property named 'ALIAMBATTA' and 'BATWADDO' also known as 'CHANDIACHI VISHI', situated at village Cana-Benaulim, Taluka of Salcete, District of South Goa, State of Goa, which is described in Land Registration Office under No. 29486 new series. This property is western half of the larger property already described under No. 10397 of old series. This property is more fully described in Schedule-I of this Agreement and is hereinafter referred to as the **'SAID ENTIRE PROPERTY'**
2. One half of the 'Said Entire Property' is inscribed under Number Twenty Thousand Three at page 122 of Book G. No. 25, in favour of Roque Salvador Gomes also known as Roque Salvador Crisostomo de Presentecao Gomes.

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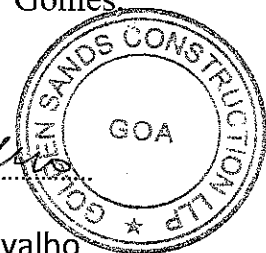


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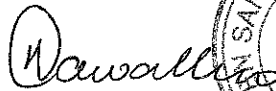
widower. The said one half portion has been allotted to the said Roque Salvador Gomes on account of his moiety share in the orphanological inventory proceedings instituted upon the death of his wife Exiquiola Aleluia Noronha.

3. The remaining one half of the 'Said Entire Property' is also found inscribed under Number Twenty Thousand Four at page 122 overleaf of Book G. No. 25 in favour of the said Roque Salvador Gomes, widower. This half portion of the Said Entire Property has been purchased by the said Roque Salvador Gomes from Fr. Andre Vicente Pereira.
4. During his lifetime, the said Roque Salvador Gomes has sold portion of the Said Property. The unsold portion of the Said Entire Property is hereinafter referred to as the 'SAID PROPERTY'
5. The said Roque Salvador Gomes was married to Maria Francisca Lucinda Mascarenhas e Gomes in second nuptials. Upon the death of the said Maria Francisca Lucinda Mascarenhas e Gomes, Inventory Proceedings were filed and the 'Said Property' which was in the ownership of the said Roque Salvador Gomes was described under Item No.3.
6. In the above cited Inventory Proceedings, the Said Property was allotted in equal proportion to (i) Roque Sebastiao Joaquim de Jesus Gomes and (ii) Maria Aureliana

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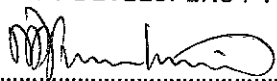
Ranjit Cotta Carvalho



Natividade de Lourdes, both children of the deceased Maria Francisca Lucinda Mascarenhas e Gomes.

7. By Deed of Exchange dated 14.02.1952, executed in the office of the Notary Shri Fonseca, the said Roque Sebastiao Joaquim de Jesus Gomes, bachelor, transferred half of his half share in the Said Property to his sister Maria Aureliana Natividade de Lourdes Gomes, spinster.
8. By Deed of Sale dated 25.09.1965, executed before the Notary of Margao Shri Raul Gerson Purificacao de Santa Rita Vas and registered in the office of the said Notary at folio 20V to 24 of the Deed Book No. 1241, the said Maria Aureliana Natividade de Lourdes Gomes alias Maria Aurelia Natividade Lourenco Gomes, spinster, sold her three fourth share in the Said Property to (i) Ussein Khan, (ii) Ali Khan and (iii) Ahmed Khan.
9. By Deed of Sale dated 01.04.1981, registered in the office of the Sub-Registrar of Salcete at Margao under Registration No. 417 at pages 244 to 248 of Book No. I, Vol No. 247 dated 31.10.1982, the said Roque Sebastiao Joaquim de Jesus Gomes and his wife Rushila de Souza sold their one fourth share in the Said Property to Ussein Khan.
10. By Deed of Exchange dated 11.03.1981, registered in the office of the Sub Registrar of Salcete at Margao under Reg No. 424 at pages 249 to 254, Vol No. 247, dated 14.09.1982,

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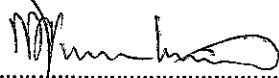
the said Ali Khan and Ahmed Khan, transferred their shares in the Said Property to their brother Ussein Khan and consequently the said Ussein Khan became the sole owner in possession of the Said Property

11. The said Ussein Khan alias Hussain Kassim Khan alias Hussain Khan Kassim Khan expired on 11.12.1998 leaving behind Smt Rabiam Bi alias Zulekha Bi as his widow and moiety share holder and as his sole and universal heirs his below mentioned nine children: -

- (i) Shri Soid Khan alias Said Khan married to Ruksana Bi
- (ii) Shri Nazir Khan married to Smt Ruksana Bi
- (iii) Shri Saiad Can alias Saiad Khan married to Smt Shamshad Bi
- (iv) Shri Acbar Can alias Acbar Khan, widower of late Sayeeda Khan alias Sayeeda Bi, who expired on 07.12.1997
- (v) Smt Hanifa Bi married to Shri Naseerrula Patait
- (vi) Smt Hassina Bi married to Shri Shaikh Zamil
- (vii) Smt Sheira Banu married to Ashraf Moosa
- (viii) Shri Rihias Khan married to Smt Gulshan Khan
- (ix) Smt Fatima Bi Hussein married to Shri Abid Khan

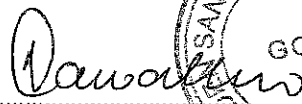
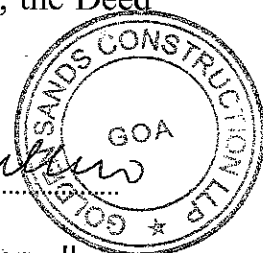
12. Upon the death of the said Ussein Khan alias Hussain Kassim Khan alias Hussain Khan Kassim Khan, the Deed

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of Succession has been drawn on 04.06.2003 recorded in the office of the Notary Public Ex-Officio of Salcete at folio 10 to 11 of Deeds Book No. 1449.

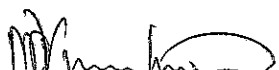
13. Mohiddin Ashraf Moosa expired 17.07.2002 leaving behind the said Smt Sheira Banu as her widow and moiety share holder and as his sole and universal heirs his four below named children: -

- (i) Shri. Mohammed Rafiq married to Smt. Rushdha Shaik
- (ii) Smt. Aminabi married to Shri. Shaikh Munawar
- (iii) Smt. Bi Fathima married to Shri Sarfaraz Ahamad Bijari
- (iv) Shri. Moosa Mohamed, unmarried.

14. Upon the death of Mohiddin Ashraf Moosa, the Deed of Succession has been drawn on 07.12.2018 recorded at folio 60 to 61 of Deed Book No. 1659.

15. One Pedro Francisco Fernandes claimed mundkarial rights in the Said Property and to settle his claim he has been allotted a plot of land admeasuring 382 sq.mtrs from the Said Property. This plot admeasuring 382 sq.mtrs was thereafter partitioned from the Said Property and it has been allotted distinct survey number: 16/1-A. The said independent survey number has been allotted in Case No. LRC/PART/219/2003/3828, which was filed by the said

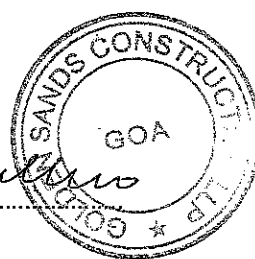
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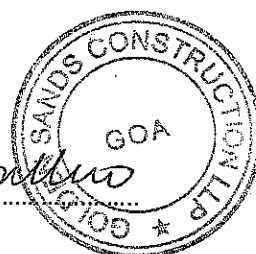
Pedro Francisco Fernandes before the Dy. Collector and S.D.O, Margao.

16. The unsold portion of the Said Property admeasuring 7793 sq.mtrs was in the ownership and possession of the above named heirs of late Ussein Khan. This portion of the property is more fully described in **SCHEDULE-II** of this Deed and is hereinafter referred to as the 'UNSOLD PORTION OF THE SAID PROPERTY'.
17. By an oral understanding, the above cited owners i.e the legal heirs of late Ussein Khan had agreed to sell a plot of land from the unsold portion of the said property to (i) Shri Sadiq Shah and his wife Smt Farzana Shah (ii) Shaikh Nasir and his wife Gunar Bi Shaikh and (iii) Shri Shaikh Ibrahim and his wife Munera Begum Shaikh.
18. With the confirmation of (i) Shri Sadiq Shah and his wife Smt Farzana Shah (ii) Shaikh Nasir and his wife Gunar Bi Shaikh and (iii) Shri Shaikh Ibrahim and his wife Munera Begum Shaikh, the above named legal heirs of late Ussein Khan alias Hussain Kassim Khan alias Hussain Khan Kassim Khan, have sold the 'UNSOLD PORTION OF THE SAID PROPERTY' to the Vendor herein. In respect of such sale, the erstwhile landowners have executed in favour of the Vendor the below mentioned two Sale Deeds: -

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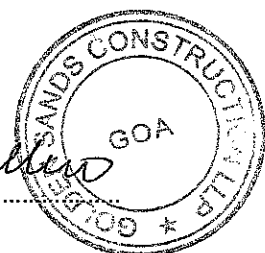
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- (i) Deed of Sale dated 02.11.2006, registered in the office of the Sub-Registrar of Salcete at Margao under Registration No. 4891 at pages 140 to 171, Book No. I, Vol No. 2212 dated 16.11.2006.
 - (ii) Deed of Sale dated 12.12.2018, registered in the office of the Sub Registrar of Salcete at Margao under Registration No. MGO-BK1-05363-2018, CD Number: MGOD131 dated 12.12.2018.
19. By Land Acquisition Award dated 29.11.2010, given in Land Acquisition No. LQN/5/2006, a portion of the 'UNSOLD PORTION OF THE SAID PROPERTY' has been acquired by the Government. This portion of the land, which has been acquired by the Government, admeasures 620 sq.mtrs.
20. By Deed of Sale dated 02.07.2008, registered in the office of the Sub-Registrar of Salcete at Margao under Registration No. 3591 at pages 284 to 300 of Book No. I, Vol No. 3041 dated 08.07.2008, the Vendor has sold to Shri Pedro Francisco Fernandes a plot of land admeasuring 310 sq.mtrs from the 'UNSOLD PORTION OF THE SAID PROPERTY'.

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21. As mentioned in the preceding para, Shri Pedro Francisco Fernandes has purchased a plot of land admeasuring 310 sq.mtrs. By Judgement and Order dated 20.04.2011, passed by the Deputy Collector and S.D.O in Case No. LRC/PART/30/2009/I/2097, from this plot of land admeasuring 310 sq.mtrs, an area admeasuring 280 sq.mtrs has been partitioned and allotted distinct Survey No. 1-B. The remaining area admeasuring 30 sq.mtrs forms part of the property surveyed under Survey No. 16/1 of village Cana.
22. In terms of Survey Form I and XIV of the property surveyed under Survey No. 16/1 of village Cana of Salcete Taluka, the total area of this survey holding is 7513 sq.mtrs. From this, an area admeasuring 620 sq.mtrs has been acquired by the Government. An area admeasuring 30 sq.mtrs forms part of the property purchased by Shri Pedro Francisco Fernandes. The subject matter of this Agreement is the balance 'UNSOLD PORTION OF THE SAID PROPERTY' **admeasuring 6863 sq.mtrs**, which is hereinafter referred to as the 'SUBJECT LAND'. This portion of the property is more fully described in **SCHEDULE-III** of this Agreement and is hereinafter referred to as the 'SUBJECT LAND'.
23. By issuance of Sanad dated 05.12.2007, bearing Ref No. AC-II/CONV-98/2007, issued by the Additional Collector-

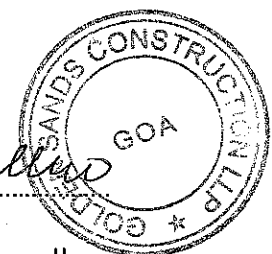
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II, South Goa District, Margao, the 'SUBJECT LAND' has been permitted to be used for residential purpose.

24. By issuance of Technical Clearance Order issued by the Town and Country Planning Department bearing Ref No: TPM/27074/Cana/16/1/18/126 dated 05.01.2018, and Construction Licence No. VPCB/06/2018-2019 dated 24.04.2018 issued by the Village Panchayat of Cana Benaulim, the construction of residential villas has been approved upon the SUBJECT LAND.

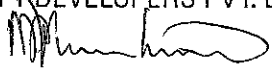
AND WHEREAS the VENDOR has represented to the PURCHASER that it has a clean, clear and marketable title to the 'subject land' and based on such representation the VENDOR has agreed to sell to the PURCHASER and the PURCHASER has agreed to purchase from the VENDOR, the subject land as described in the **SCHEDULE-III** hereinafter appearing, with the intention of developing the same by building Villas/bungalows/Apartments and selling the same on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSES AS UNDER: -

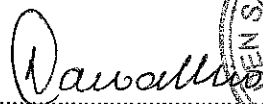
AGREEMENT TO SELL AND CONSIDERATION PRICE

1. The recitals of this Agreement shall constitute an integral part of this Agreement of Sale and both the Parties shall be bound by the same.

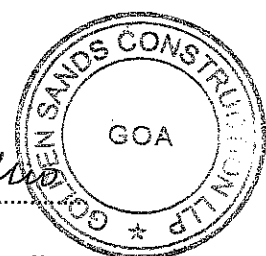
STARCROFT DEVELOPERS PVT. LTD.



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Ranjit Cotta Carvalho

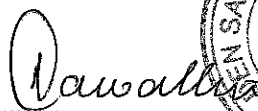


2. The VENDOR shall sell and/or otherwise transfer unto the PURCHASER and/or unto one or more nominee/s of the PURCHASER and correspondingly, the PURCHASER shall purchase from the VENDOR, the subject land more fully described in the **SCHEDULE-III** hereinafter appearing, for a total price of **Rs. 2,88,24,600/- (Rupees Two Crore Eighty Eight Lakhs Twenty Four Thousand and Six Hundred Only)**, inclusive of taxes, payable to the VENDOR by the PURCHASER in the manner hereinafter mentioned.
3. The above said total price consideration of **Rs. 2,88,24,600/- (Indian Rupees Two Crore Eighty-Eight Lakhs Twenty-Four Thousand and Six Hundred Only)** shall be payable by the PURCHASER to the VENDOR, in the following manner: -
- (i) Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) by way of Tax Deducted At Source paid in the account of the VENDOR, which amount has been paid by the PURCHASER to the Income Tax Department, vide Challan No. 280 dated 14.02.2020.
 - (ii) On or before 31st October 2020, a further amount of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) by way of Tax Deducted at Source, shall be paid by the PURCHASER in the Account of the Vendor by making the Challan favouring the Income Tax Department.

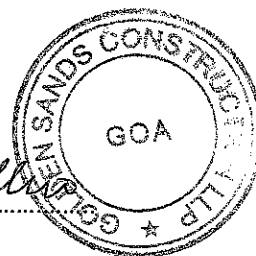
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- (iii) The balance price consideration of **Rs. 2,38,24,600/- (Indian Rupees Two Crores Thirty-Eight Lakhs Twenty-Four Thousand Six Hundred only)**, shall be paid by the PURCHASER in kind, by the PURCHASER constructing for the VENDOR the two below described premises, hereinafter referred to as **"the owner's premises"**, for the sake of brevity and convenience, in the project to be named **"Woodwinds Exclusive Residences"**, that the PURCHASER intends to construct in the subject land more fully described in the **SCHEDULE-III**. The owners premises are identified as premises No. A-1 & A-2 in the plans approved by the TCP and Village Panchayat of Cana Benaullim. The two below described owner's premises shall be transferred to the VENDOR, or their nominee, on ownership basis, upon its completion: -

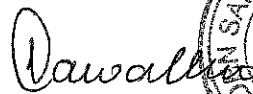
List of the Owners Premises: -

Premises No. A-1, admeasuring **372.80 square meters** of super built-up area (equivalent to Carpet Area of 279.57 square meters) in the project named **"Woodwinds Exclusive Residences-Benaullim"** along with rights to exclusively use plot area of about 430 sq. mtrs, which is proposed to be constructed in the subject land. (For the purpose of valuation, this premises is valued at Rs.

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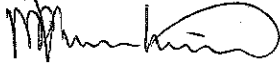
1,19,12,300/- (Rupees One Crore Nineteen Lakhs Twelve Thousand Three Hundred Only) calculated @ Rs.32,022/- (Rupees Thirty-Two Thousand and Twenty-Two Only) per square meter);

Premises No. A-2, admeasuring **372.80 square meters** of super built-up area (equivalent to Carpet Area of 279.57 square meters) in the project named "Woodwinds Exclusive Residences, Benaolim" along with rights to exclusively use plot area of about 400 sq.mtrs, which is proposed to be constructed in the subject land. (For the purpose of valuation, this premises is valued at Rs. 1,19,12,300/- (Rupees One Crore Nineteen Lakhs Twelve Thousand Three Hundred Only) calculated @ Rs. 32,022/- (Rupees Thirty-Two Thousand and Twenty-Two Only) per square meter);

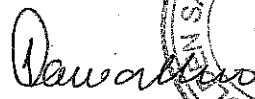
The plan showing the premises A-1 and A-2 is annexed to this agreement as **Plan No. IV** and in this plan the plot areas reserved for the use of the Vendor is also shown in yellow colour shade.

BUILDING SPECIFICATION FOR THE OWNERS PREMISES, TIME SCHEDULE FOR COMPLETION OF THE OWNERS PREMISES AND PAYMENT OF STAMP DUTY FOR TRANSFER OF OWNERS PREMISES.

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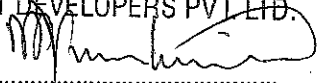
MANAGING DIRECTOR
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Ranjit Cotta Carvalho

4. The building specifications for construction of the Owners Premises shall be as per **Schedule - IV**.
5. The Owners Premises shall be constructed and possession of the Owners Premises shall be delivered to the VENDOR or his nominee within a period of three years commencing from the date of issuance of the construction license by the Village Panchayat of Benaulim.
6. The VENDOR or his nominee shall bear and pay necessary stamp duty, registration fee, legal expenses and taxes for executing the necessary agreements/deeds for transfer of the Owners Premises in its favour. In addition, the infrastructure amount of Rs. 38,98,000/- (Rs. Thirty-Eight Lakhs, Ninety-Eight Thousand Only) per premises will need to be paid by the VENDOR to the PURCHASER at the time of transfer of the said Owners Premises.
7. The Transfer to the VENDOR or his nominee, has to be compulsorily completed 3 months from the date the villas are handed over by the PURCHASER Golden Sands Construction LLP to the VENDOR or his nominee.
8. It is clarified that it is not necessary for the PURCHASER to complete the entire building project and it shall be sufficient for the PURCHASER to obtain part occupancy in respect of only the Owners Premises. The PURCHASER

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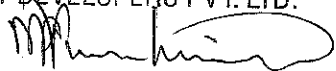
shall be at liberty to develop the remaining portion of the Subject Land at its sole discretion.

9. Upon obtaining the Occupancy Certificate of the Owners Premises, the PURCHASER shall at the cost of the VENDOR execute the Sale Deed of the Owners Premises in favour of the VENDOR and /or in favour of the nominee of the VENDOR. The VENDOR shall be solely liable to pay all outstanding in respect of the Owners Premises from the date of issuance of the Occupancy certificate.

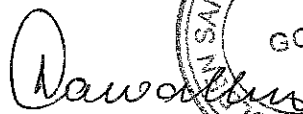
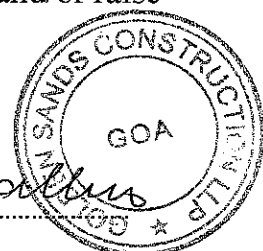
DEVELOPMENT RIGHTS IN FAVOUR OF THE PURCHASER: -

10. Pending execution of the final Deed of Sale of the subject land, either in favour of the PURCHASER and/or in favour of one or more nominee/s of the PURCHASER, the VENDOR does hereby authorize the PURCHASER to get surveyed the subject land, to get drawn plans for development of the subject land, apply for grant of and obtain Development Permission or revision or renewal thereof from the Planning and Development Authority/Town and Country Planning Department, to apply and obtain the Construction Licence or revision or renewal thereof from the Village Panchayat for construction of building project in the subject land; to apply for and obtain permission for cutting of tree/s, carry out and/or raise

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MANAGING DIRECTOR
Milind Ratnakar Vernekar

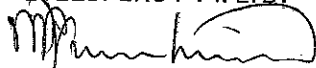



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building/s therein, apply and obtain temporary water and electricity connections for such construction activity, apply for and obtain all necessary and periodical permissions/ NOCs/approvals etc., apply for and obtain Completion Certificate and Occupancy Certificate, apply for and obtain permanent water and electricity connections, etc, however without any financial obligations on the VENDOR.

11. The PURCHASER has for the purpose of part development of the Subject Land already obtained the Construction Licence No. VPCB/06/2018-2019 dated 24.04.2018 from the Village Panchayat. The said Construction Licence has been obtained by the PURCHASER at its cost and such licence has been obtained in the name of the VENDOR.
12. Pending execution of the final Deed of Sale of the subject land, either in favour of the PURCHASER and/or in favour of one or more nominee/s of the PURCHASER, the VENDOR does hereby irrevocably authorize the PURCHASER to enter into agreement/s or firm commitment/s with any person or party to construct for and/or transfer in favour of such person or party, the construction/s raised in the subject land, except the owners premises, with proportionate share/ right in the subject land or with exclusive rights to portions of the subject land, for such consideration and in such manner as the PURCHASER shall determine, receive and appropriate, and all such

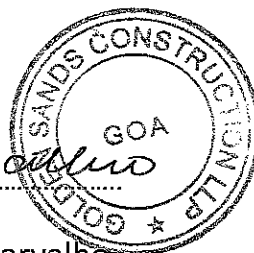
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MANAGING DIRECTOR
Milind Ratnakar Vernekar



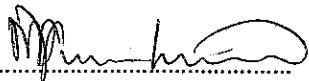
Ranjit Cotta Carvalho



commitments and agreements shall be binding on the VENDOR, as if it has personally executed the same.

13. If required by the PURCHASER, the VENDOR shall be bound to join as parties to such document/s of commitments and/or agreements with such person or party, with whom the PURCHASER shall agree to construct for such party or person any construction or part of construction with or without undivided share in the land of the subject land or may be portion of the subject land, but the cost of such document of commitment or agreement shall be borne or arranged to be borne by the PURCHASER.
14. The PURCHASER is also entitled to mortgage the subject land with any financial institution for the purpose of raising finance for construction of building thereon; and/or the prospective customers of the PURCHASER are also entitled to raise finance for purpose of built-up areas in the building/s to be constructed in the subject land and/or may in the amalgamated land, and for this purpose the VENDOR does hereby irrevocably give its Consent and No Objection. However, no liability shall be created on the OWNERS PREMISES.
15. As and when called upon by the PURCHASER, the VENDOR shall personally or through its Constituted Attorney, sign and execute all the requisite applications, forms, plans, declarations, undertakings, affidavits,

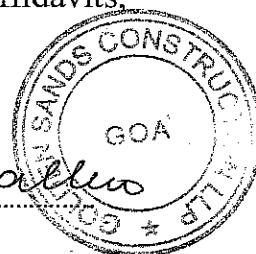
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Milind Ratnakar Vernekar



Ranjit Cotta Carvalho



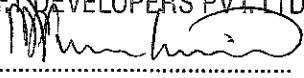
indemnities, Agreements, Deeds, Mortgage Deeds etc., and all other writings, for the purpose of development of the subject land and/or the amalgamated land, and for construction of building/s thereon or for sale of the premises constructed in the subject land except the Owners Premises.

16. The VENDOR and the PURCHASER shall co-operate among each other in complying with all the statutory enactments regulating land development and building construction, including The Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed there under by the Government of Goa.

17. The VENDOR, shall pass a board resolution irrevocably authorizing the designated partners of the PURCHASER to execute all agreements, sale deeds, instruments, loan agreements and other documents in respect of the premises constructed in the subject land except the Owners Premises and to represent the VENDOR before the Sub Registrar and all other Authorities for the purpose of registration of such agreements and/or deeds and/or instruments. The VENDOR shall also by a board resolution irrevocably authorize the designated partners of the PURCHASER to represent it

before all statutory departments and Authorities for the purpose of obtaining the development permissions for the purpose of development of the Subject Land. Based on the board resolution, the VENDOR shall also execute the

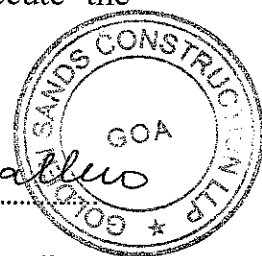
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Irrevocable Power of Attorney in favour of the designated partners of the PURCHASER.

ADDITIONAL SPECIFIC OBLIGATIONS ON THE PART OF THE VENDOR.

18. The Vendor shall sell, grant, transfer and convey unto the Purchaser or in favor of any firm or company or nominee of the Purchaser the Subject Land for a total price consideration amount as mentioned in this Agreement.
19. The sale of the 'Subject Land' shall be done by the Vendor to the Purchaser and/or to the nominee of the Purchaser, free of all encumbrances, charges, liens and free from third party claims of whatsoever nature.
20. The Sale Deed of the 'Subject Land' shall at the request of the Purchaser be executed in favour of the Purchaser within fifteen days from the date the Purchaser obtains the completion certificate for the owners premises. It is specifically mentioned that till the execution of such Sale Deed, the PURCHASER shall have a first lien over the owners premises and the PURCHASER shall not be liable to execute any transfer document in favour of the VENDOR in respect of the owners premises.
21. During the subsistence of this Agreement and till the execution of the Sale Deed of the Subject Land in favour of the Purchaser or in favour of the Purchasers nominee as

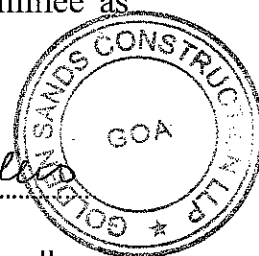
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contemplated in this Agreement, the Vendor irrevocably undertakes to maintain the 'Subject Land' free from all encumbrances, liens, claims or charges of each and every nature.

22. In the event of any defect in the Vendors title to the 'Subject Land', the same shall be got rectified by the Vendor, to the satisfaction of the Purchaser, and that there shall be no burden cast on the Purchaser to rectify or clear the title to the 'Subject Land'.
23. That in the event any Person or Persons lay claim to the 'Said Property', of whatsoever nature and are entitled to the title thereof, then the Vendor does hereby covenant and agree that the said share of any such Person or Persons shall be satisfied out of the consideration to be paid to the Vendor.
24. The Vendor shall fully indemnify the Purchaser and/or its nominee vis-à-vis any claims against the 'Subject Land' by any person/s claiming through the Vendor and/or otherwise.
25. As mentioned earlier, the Purchaser has at its cost obtained the construction licence for part development of the Subject Land and the Purchaser has at its cost already completed the structure of the owners premises. The VENDOR has inspected such construction and the VENDOR has expressed satisfaction in respect of the quality of such construction. The VENDOR shall on a regular basis inspect the construction work and complaints in respect of any such construction shall be filed in writing within one week from

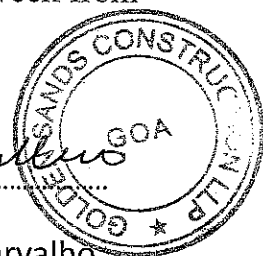
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the date of completion of the particular work in respect of which the grievance is raised.

OBLIGATIONS ON THE PART OF THE PURCHASER

26. The Purchaser shall acquire or purchase the Subject Land either in its own name and/or in the name of any of its firm, entity or company or nominee, for a total price consideration amount of **Rs. 2,88,24,600/- (Rupees Two Crore Eighty-Eight Lakhs Twenty-Four Thousand and Six Hundred Only)**, inclusive of taxes, payable to the VENDOR by the PURCHASER.
27. The possession of the Subject Land has been delivered to the Purchaser. The Purchaser has already commenced the development of the Subject Land and for this purpose, the Purchaser, its employees, representatives, contractors and workers may, at all times hereafter enter upon, stay in the subject land and carry on therein all works including demarcation, surveying, construction, etc., as may be deemed fit by the Purchaser.
28. The Purchaser has at its cost applied for and obtained the necessary approvals/licenses for the development of the Subject Land. The Purchaser shall at its cost renew such approvals/licenses.
29. The PURCHASER shall pay part of the consideration of **Rs. 2,38,24,600/- (Indian Rupees Two Crores Thirty-Eight Lakhs Twenty-Four Thousand Six Hundred only)**, to the

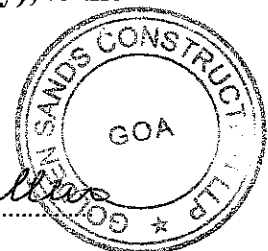
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VENDOR in kind, by the PURCHASER constructing for the VENDOR “the owner’s premises”, in the project “Woodwinds Exclusive Residences”, that the PURCHASER intends to construct in the subject land more fully described in the **SCHEDULE-III**

30. The cost of stamp duty and registration of the Sale Deed of the Subject Land in favour of the Purchaser shall be borne by the Purchaser and/or its nominee.

COVENANTS MADE BY THE VENDOR: -

31. The VENDOR hereby represent to the PURCHASER as follows: -
- (i) that the Subject Land belongs exclusively to the Vendor and that the Vendor has a clean, clear and marketable title to the Subject Land;
 - (ii) that there are no charges, liens, or any other encumbrances as against the Subject Land;
 - (iii) The Subject Land is not the subject matter of any order of the court or authority restraining the transfer or use of the Subject Land in whatsoever manner;
 - (iv) The Subject Land can be transferred and sold to the Purchaser by the Vendor, without any impediments
 - (v) there are no litigations pending before any court or lawful authorities involving any portion of the Subject Land hereby agreed to be sold or any part thereof;

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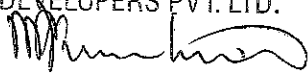
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- (vi) That the Subject Land hereby agreed to be sold or any part thereof, is not the subject matter of any notification or proceedings under The Land Acquisition Act or any other law for compulsory acquisition of properties;
- (vii) The Subject Land hereby agreed to be sold or any part thereof, is not the subject matter of any previous agreement of whatsoever nature by the Vendor, its predecessors-in-title or the lawful representatives of the Vendor.
- (viii) That there are no dues payable to the Government or any other authorities, against the Subject Land hereby agreed to be sold or any part thereof.
- (ix) The subject land hereby agreed to be sold is provided with unobstructed and uninterrupted proper road access, which access satisfies the statutory requirement for the development of the Subject Land;
- (x) The VENDOR does hereby expressly states that it has not made any mis-representation of facts with regard to its free, clear and marketable title to the subject land hereby agreed to be sold.
- (xi) The possession of the Subject Land has been delivered to the PURCHASER for the purpose of development and to give effect to the terms of this Agreement.

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SPECIFIC PERFORMANCE OF THE CONTRACT.

32. The parties hereto shall specifically perform this contract and shall be entitled to secure the specific performance of this contract from the other party. Specific Performance of the terms of this Agreement shall constitute the essence of this Agreement.

NOTICES: -

33. All notices, correspondence and/or documents addressed to the respective parties should be addressed at the address of the respective parties as mentioned in this Agreement by either hand delivery, registered Post or Courier services
34. In case of any change in address, the same shall be communicated in writing to the other side within 10 days of such change happening

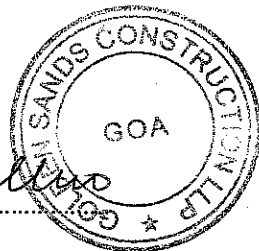
AGREEMENT TO SUPERSEDE ALL OTHER UNDERSTANDINGS: -

35. This Agreement and the contents hereof shall supersede all other agreements, arrangements, understandings, correspondence, and representations, between the parties hereto with respect to the subject matter of the present Agreement.
36. The terms of this Agreement shall not be altered or changed or added to nor shall anything be omitted from this

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Agreement except by means of an agreement in writing duly signed by both the parties.

STAMP DUTY AND MARKET VALUE: -

37. The Subject Land is situated at Cana Benaullim, Salcete, Goa, and it admeasures 6863 sq.mtrs. The market value of the Subject Land is Rs. **2,88,24,600/- (Indian Rupees Two Crores Eighty-Eight Lakhs Twenty-Four Thousand Six Hundred Only)** and the required stamp duty is paid on this Agreement by the Purchaser. The balance stamp duty shall be paid at the time of execution of the Sale Deed.

TOWN AND COUNTRY PLANNING N.O.C FOR REGISTRATION

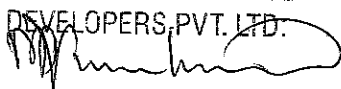
38. The Town and Country Planning Department have by its N.O.C dated 13.02.2020 bearing Ref No. TPM/2119/Sale Deed/Cana/16/1/2020/881 given its consent for registration of the present Agreement in the Sub Registrar Office.

SCHEDULE-I

(Description of the 'SAID ENTIRE PROPERTY')

All that landed property denominated as western half of the property named 'ALIAMBATTA' and 'BATWADD0' also known as 'CHANDIACHI VISHI', situated at village Cana-Benaullim, Taluka of Salcete, District of South Goa, State of Goa.

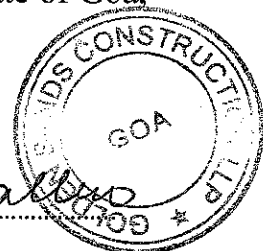
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which is described in Land Registration Office under No. 29486 new series. This property is western half of the larger property already described under No. 10397 of old series.

The Said Entire Property is more clearly shown in red colour boundary lines in the **Plan-I** annexed to this Agreement.

SCHEDULE-II

(Description of the 'UNSOLD PORTION OF THE SAID PROPERTY')

All that plot of land admeasuring 7793 sq.mtrs, which is a separated portion of the Said Entire Property described in the Schedule-I of this Agreement.

This plot of land is more clearly shown in hatched blue lines in the Plan-II annexed to this Agreement.

SCHEDULE-III

(Description of the 'SUBJECT LAND')

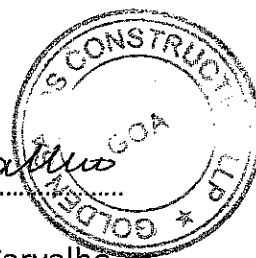
All that Plot of Land admeasuring **6863 sq. mtrs**, presently forming a part of the property surveyed under **Survey No. 16/1 of village Cana** of Salcete Taluka, which is a separated portion of the larger property denominated as western half of the property named 'ALIAMBATTA' and 'BATWADD0' also known as 'CHANDIACHI VISHI', situated at village Cana-Benaulim, Taluka of Salcete, District of South Goa, State of Goa, which property is described in Schedule-II hereinabove.

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Ranajit Cotta Carvalho

Ranjit Cotta Carvalho



This Plot of Land is at present bounded as under: -

EAST: Bounded by the road acquired by PWD and Survey no.16/2,

WEST: Bounded by survey Nos. 15/1, 2,

NORTH: Bounded by water drain and existing road widened by the Cana Village Panchayat.

SOUTH: Bounded by S. no. 20/13 and 16/1-A and 16/1-B.

The said plot is more clearly shown in green colour boundary lines in the **PLAN – III** annexed to this Agreement

SCHEDULE-IV

(Building specifications for construction of the OWNERS PROPERTY)

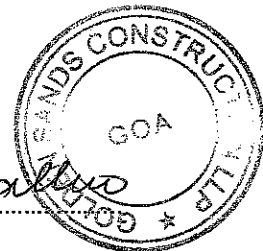
STRUCTURE: R.C.C. frame structure with external walls in laterite/ Concrete blocks and internal walls are done using block masonry.

FLOORING/SKIRTING: Vitrified Tiles or Indian stone or similar.

WALL FINISH: (a) Internal Walls: Gypsum Plaster finish and painted with Acrylic paints. (b) External walls: Sand faced cement plaster finish painted with cement paint and natural stone cladding.

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DOOR:

Doors with Hard wood frame with flush door shutters, Hardware of a standard Indian/Chinese make.

WINDOW:

All windows will be anodized aluminum frames. Toilet windows will be of anodized aluminum frames with frosted glass.

BATHROOMS: Flooring will be in vitrified tiles or equivalent and walls of ceramic/glazed tiles. Bathroom walls will be fully clad. Kohler sanitary ware will be used in the bathroom. Cold and hot water supply with concealed PVC pipelines.

COOKING ALCOVE: Platform clad with Granite or similar stone with a stainless-steel sink.

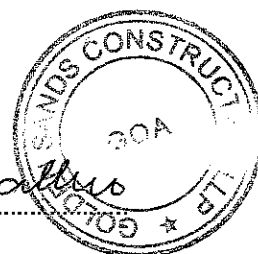
ELECTRICALS: Concealed copper wiring in FR PVC conduits will be used along with safety devices such as MCB and ELCB's as well as ISI marked switched and sockets.

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

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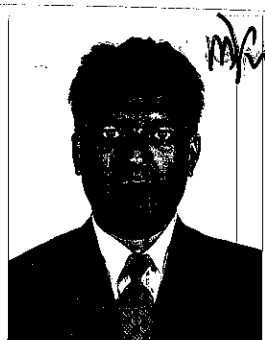
MANAGING DIRECTOR
Milind Ratnakar Vernekar

Ranjit Cotta Carvalho

SIGNED AND
DELIVERED by the
within named the
VENDORS

STARCROFT DEVELOPERS PVT. LTD.

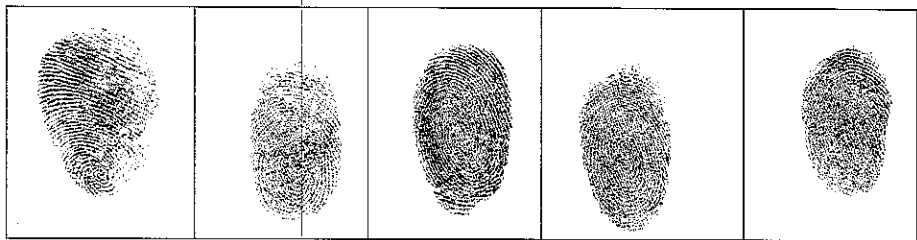


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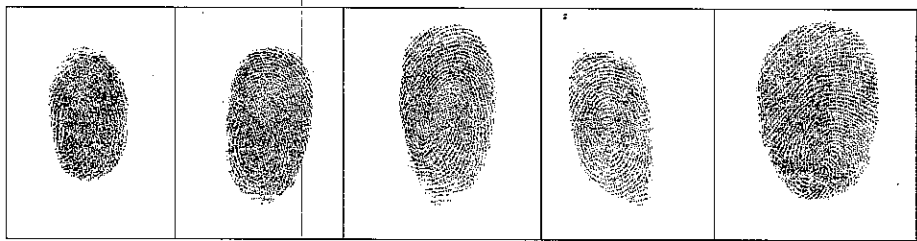
MANAGING DIRECTOR

Mr. Milind Ratnakar Vernekar

Authorized Managing Director of
the Vendor



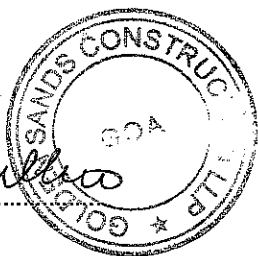
Right Hand Finger Impression of Mr. Milind Ratnakar Vernekar



Left Hand Finger Impression of Mr. Milind Ratnakar Vernekar

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MANAGING DIRECTOR
Milind Ratnakar Vernekar

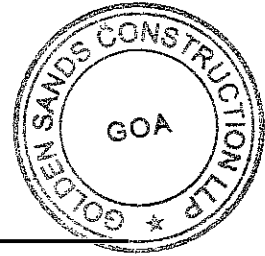


Ranjit Cotta Carvalho

SIGNED AND
 DELIVERED by the
 within named the
PURCHASER

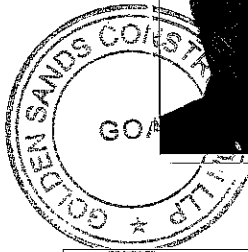


Ranajit Cotta Carvalho

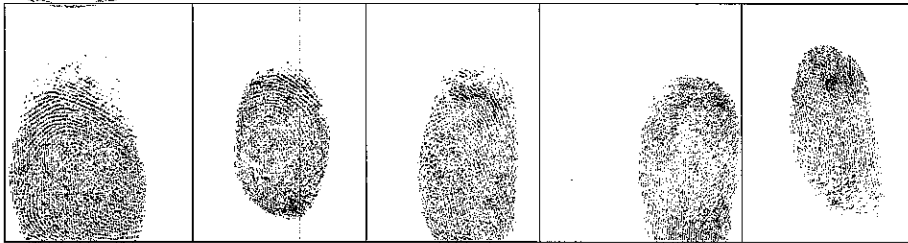


Mr. Ranjit Cotta Carvalho

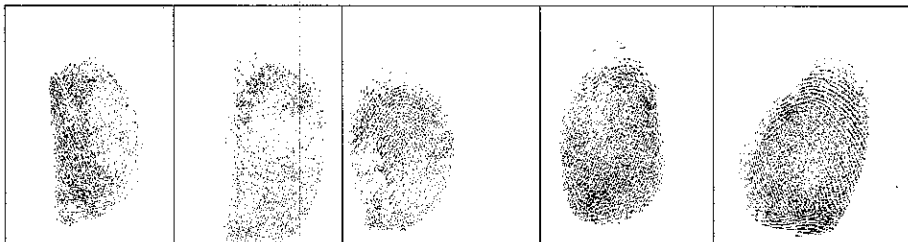
Designated Partner of the
 Purchaser



Ranajit Cotta Carvalho



Right Hand Finger Impression of Mr. Ranjit Cotta Carvalho



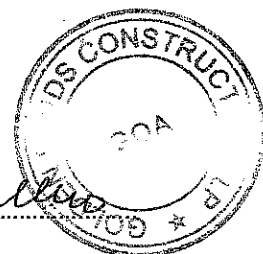
Left Hand Finger Impression of Mr. Ranjit Cotta Carvalho

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Milind Ratnakar Vernekar

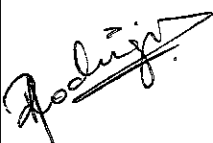
MANAGING DIRECTOR
 Milind Ratnakar Vernekar

Ranajit Cotta Carvalho



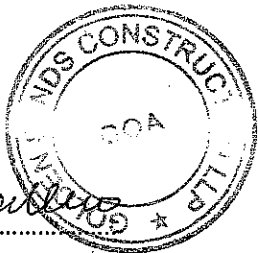
Ranjit Cotta Carvalho

Witnesses:

Sr. No	Name of the Witness	Signature of the Witness
1	Name: Em Valanka Rodrigues Age: 39 D/o: Francisco X.F. Rodrigues Occupation: Admin dept. Address: Hno.166/A, Padribhatt, Sao Jose De Areal, Salcete Goa-403709 Mobile No:98509 68185 Aadhar Card No:358598476899	
2	Name: Felix D'mello Age: 47 S/o: Joao Rosario Dmello Occupation: service Address: Hno.195, Sernabatim, Colva, Salcete, Goa-403708 Mobile No:77989 35514 Aadhar Card No:803185104787	

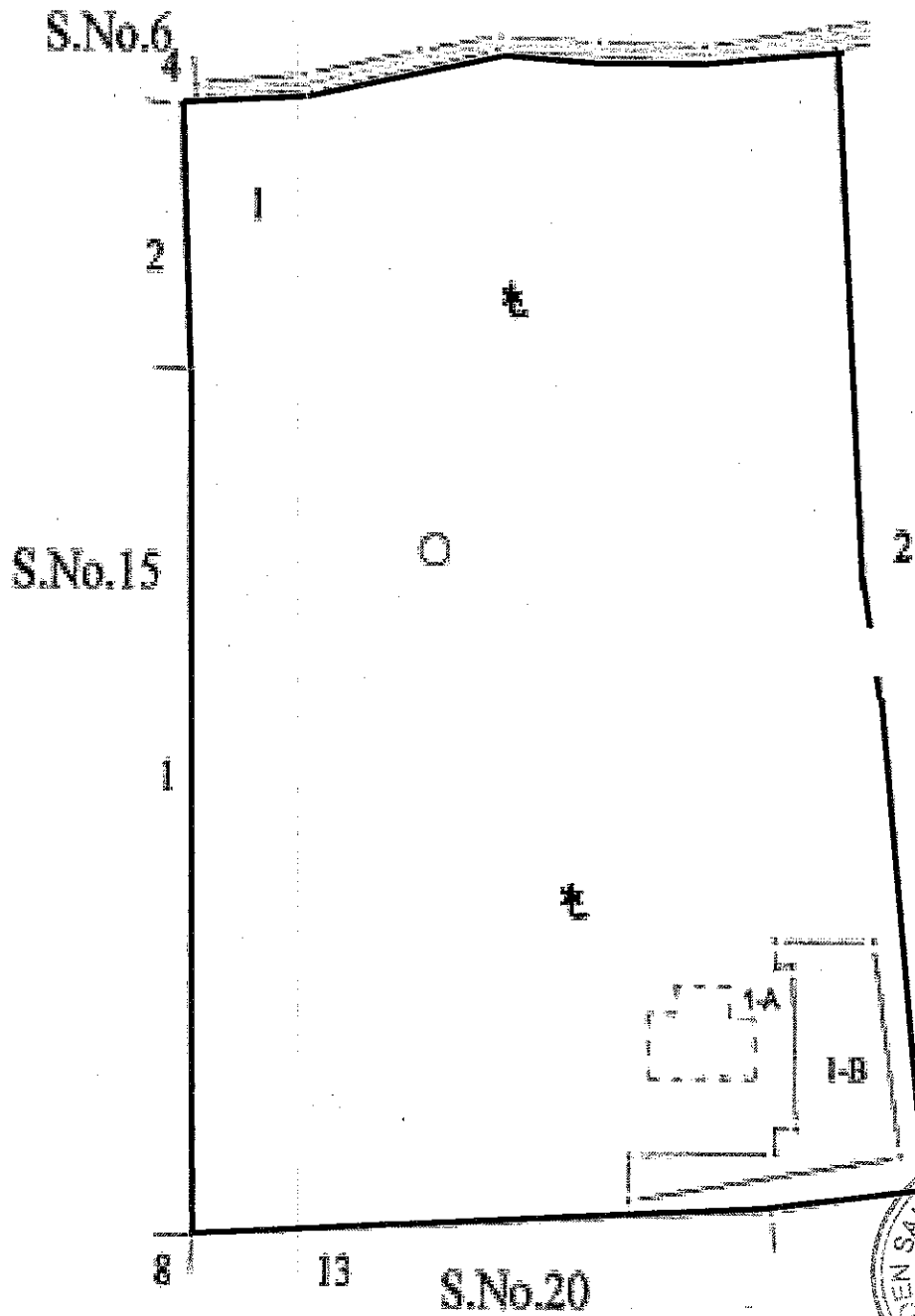
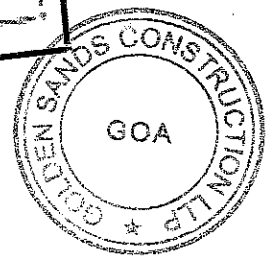
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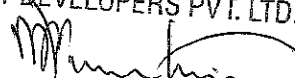
MANAGING DIRECTOR
Milind Ratnakar Vernekar



Ranjit Cotta Carvalho

PLAN - I
SCHEDULE - I
"SURVEY NO. 16/1"



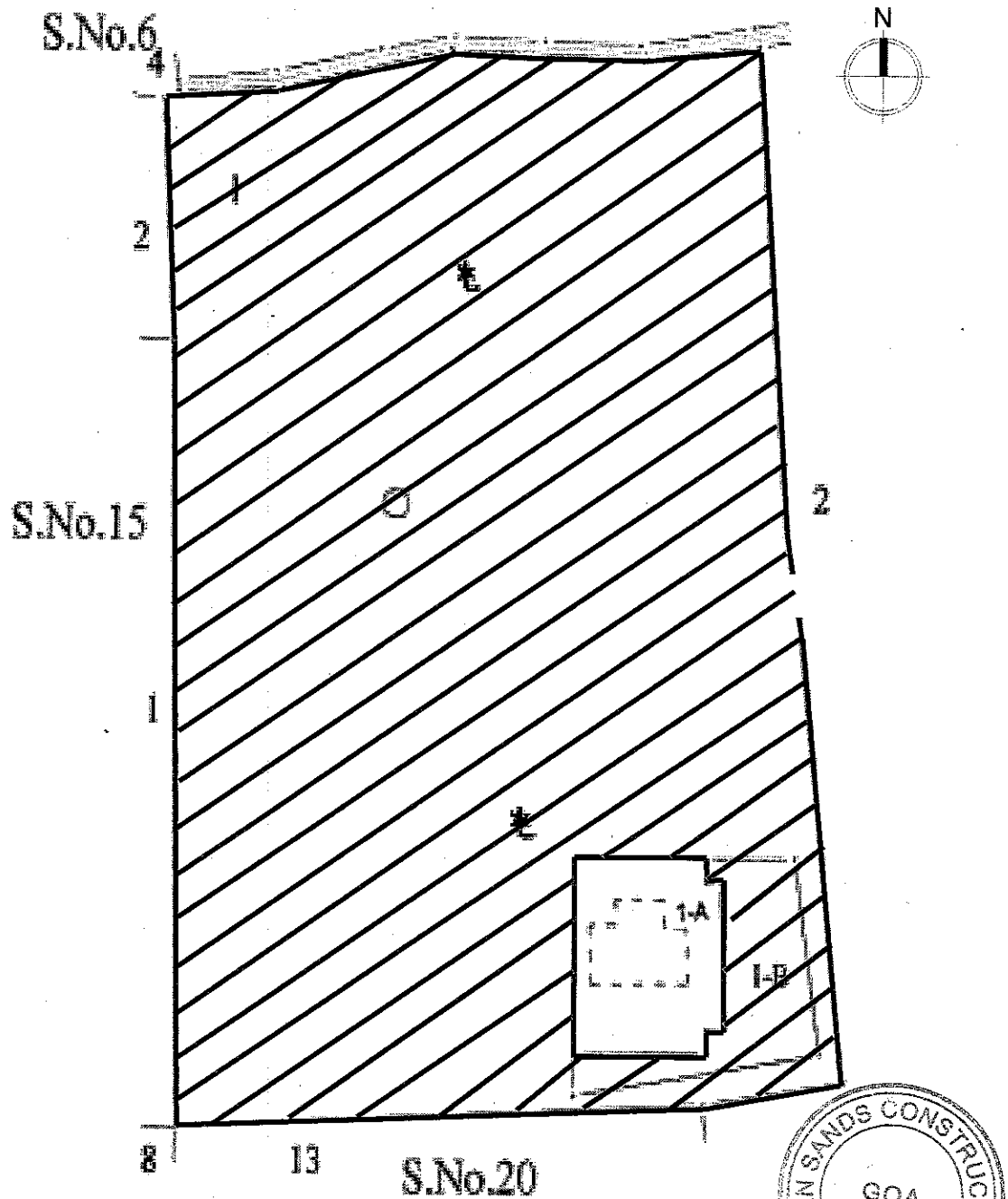
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MANAGING DIRECTOR
Milind Ratnakar Veenekar


Ranjit Gatta Lomallo

PLAN - II

SCHEDULE - II

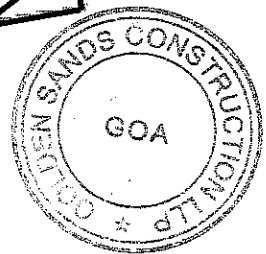
"SURVEY NO. 16/1"



STARCROFT DEVELOPERS PVT. LTD.

[Signature]

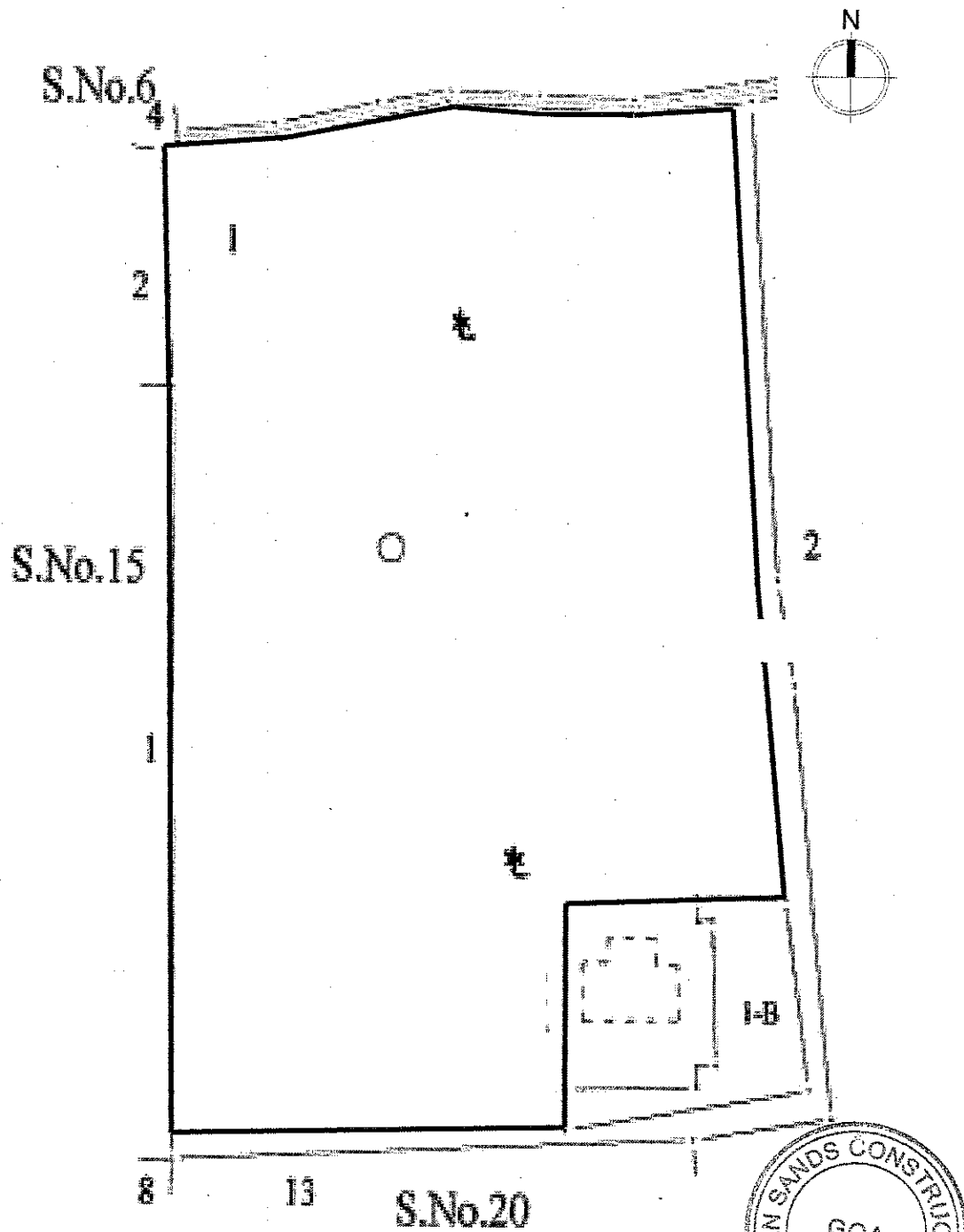
MANAGING DIRECTOR
Mitind Ratnakar Veneelkar



[Signature]

Ranjit Lotta Cavallero

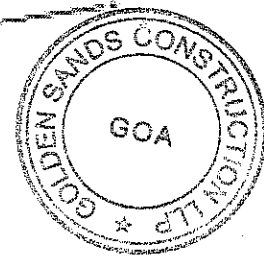
PLAN - III
SCHEDULE - III



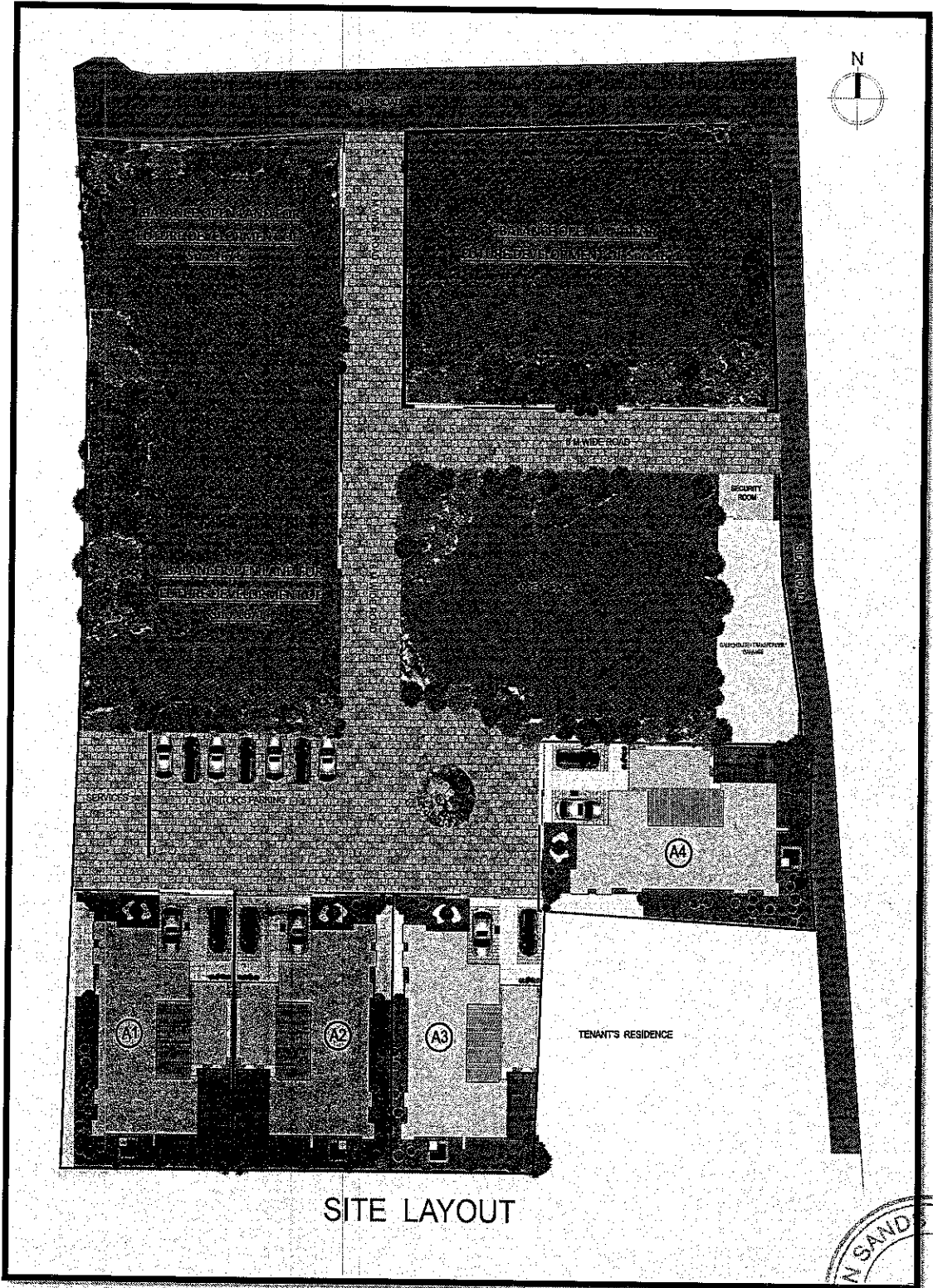
STARCROFT DEVELOPERS PVT. LTD.

Milind Ratnakar Velhkar
MANAGING DIRECTOR
Milind Ratnakar Velhkar

Ranjit Costa Carvalho
Ranjit Costa Carvalho



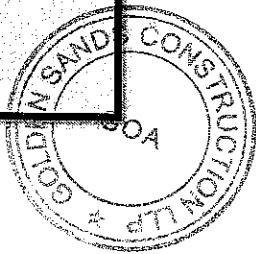
PLAN – IV



SITE LAYOUT

STARCROFT DEVELOPERS PVT. LTD.

Milind Ratnakar Veenekar
MANAGING DIRECTOR
Milind Ratnakar Veenekar.



Ranjit Latha Carvalho
Ranjit Latha Carvalho.