

Cheques Nine lakhs Fourteen thousand and eighty only

CITIZEN CREDIT CO-OPERATIVE BANK LTD
SARANA BERRIER CO-OP, HSG SOCIETY LTD
ST. JOQUIM ROAD, BORDA,
MARGAO - GOA 403 602

भारत 15783
143426

only)
NON JUDICIAL
JUN 30 2016



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Rs. 0914080/- PB7223

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

INDIA STAMP DUTY GOA

Name of Purchaser... MAHALAXMI DEVELOPERS

For CITIZEN CREDIT CO-OP. BANK LTD.



Helha

Authorised Signatory

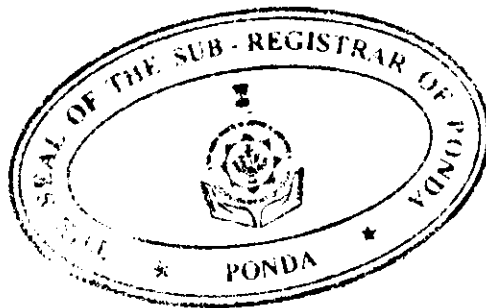
Serial No. 1630/2016
Presented at the Office of the
Sub-Registrar of Ponda
between the hours of 11:30
and 11:40 on 30/06/2016

Received fees for Rs. _____ N. P.
Registration 1260800-00
Copying (Fotos) 200 300-00
Copying Endorsements 10-00
Postage _____
Total Rs. 1261110-00

Arvind Vishwanath Dharmachar

~~SUB-REGISTRAR
BONDA~~

~~SUB-REGISTRAR
BONDA~~



AGREEMENT FOR DEVELOPMENT, CONSTRUCTION AND

SALE

Arvind Vishwanath Dharmachar
Aravind


Sujata S. Chendelcar



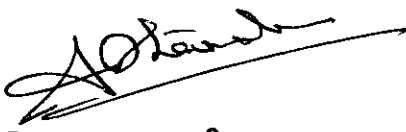
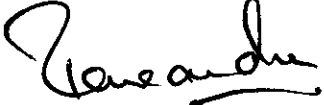
THIS AGREEMENT is made in this city of Ponda, Taluka and Sub-District of Ponda, District of North-Goa, State of Goa, on this 30th day of June, 2016 (30/06/2016) **BY AND BETWEEN:**

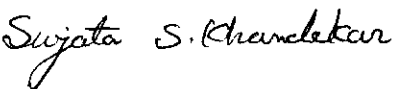
Smt. SUJATA SURENDRA KHANDEKAR, widow of late Shri. Surendra Putu Khandekar, aged 68 years, occupation landlady, holding Income Tax Card bearing PAN ABBPK9552B, not holding Aadhaar Card, subscriber of Mobile No. 9326104094, having E-mail ID Khandekarashutosh@yahoo.co.in, residential address: Near New Borim Bridge, House No. 112, Betki Wada, Borim, Ponda, Goa, Indian National, hereinafter referred to as "**OWNER-CUM-PROSPECTIVE VENDOR**", (which expression unless repugnant to the context and meaning thereof shall mean and include her heirs, legal representative, successors, executors, administrators and assigns) of the **ONE PART**.

AND

 **MAHALAXMI DEVELOPERS**, a partnership firm duly registered under the Indian Partnership Act, 1932, with its Regd. Office at Office No. E2, Mitasu Manor, Near Zonal agricultural office, Sadar, Ponda, Goa, holding PAN AAZFM1941R and represented by its partners:

- (i) Mr. **ARVIND VISHWANATH DHAIMODKAR**, son of Mr. Vishwanath Dhaimodkar, married, aged 52 years, businessman,

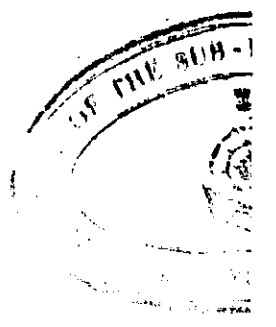





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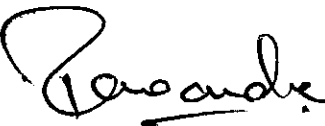


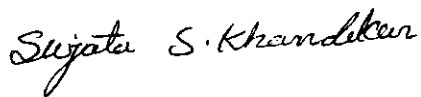
residing at Flat no. F-1, Ganesh Prasad building, Khadapaband,
Ponda, Goa,403401, [PAN: ADPPD9071J],

- (ii) Mr. **RAJESH RAMESH SHETYE**, son of late Mr. Ramesh V. Shetye, married, aged 44 years, businessman, residing at Plot No. 20, "Anandi", Near Cottage Hospital, Chicalim, Vasco-da-Gama, Goa,403711, [PAN: AHEPS4395P]
- (iii) Mrs. **ROOPALI P. P. LAWANDE**, wife of Mr. Prakash S. P. Lawande, married, aged 41 years, businesswoman, residing at B-102, Mitasu Manor, Sadar, Ponda,Goa,403401, [PAN: AJVPP2096H]
- (iv) Mr. **SANDEEP YESHWANT KAMAT**, son of Mr. Yeshwant V. Kamat, aged 46 years, married, businessman, residing at House No. 269/C, Aquem-Baixo, Navelim, Salcete, Goa, 403707, [PAN: AFMPK7925D]



all Indian Nationals hereinafter referred to as the "**DEVELOPER-CUM-PROSPECTIVE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its current and future partners, successors, executors, administrators and assigns) of the **SECOND PART**.



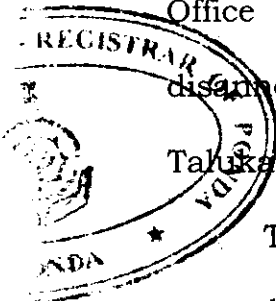


WHEREAS the DEVELOPER-CUM-PROSPECTIVE PURCHASER is represented by its partner and duly constituted attorney Mr. ARVIND VISHWANATH DHAIMODKAR, vide Power of Attorney dated 11/08/2014, executed before Notary Smt. Reshma R. Prabhu, the certified copy of the same is filed in the office of the Sub-Registrar, Ponda, along with this agreement.

AND WHEREAS there existed a property known as "MUSSABHAT" or "BOSUBHAT" or "MONSABHAT" or "BASSIMBHAT", situated at Ponda Village (erstwhile falling within the limits of Village Queula), within the limits of Ponda Municipal Council, Taluka and Sub-District of Ponda, District of North-Goa, State of Goa, described in the Land Registration Office under Description No. 6346 (with the exclusion of its part disannexed and described separately at no. 11817) and enrolled in the Taluka Revenue Office under Matríz No. 422.

The property under description No. 6346 (with the exclusion of its part disannexed and described separately at no. 11817) is better described under SCHEDULE A hereunder written and is hereinafter referred to as "SAID ENTIRE PROPERTY".

AND WHEREAS the Said Entire Property was divided into various Lots (plots) of which Lote No. 25 (admeasuring an area of 320.00 Sq. meters



Arvind Vishwanath Dhaimodkar
Arvind

Sujata S. Kherndkar



approximately) and Lote No. 26 (admeasuring an area of 3875.00 Sq. meters approximately) came to be owned by Mr. Surendra Putu Naique (also known as Surendra Putu Naik or Surendra Putu Khandekar), having purchased the same from its erstwhile owners Caji Mamod Issac and Caji Mamod Cadirsab, vide Deed of Sale dated 29//07/1964, drawn by Notary of Comarca of Salcete, Bar at Law, Barreto Xavier in Book No. 854 at pages 41 overleaf onwards.

AND WHEREAS the Said Plot no. 25 and 26 as one unit came to be separately described in the Land Registration Office under No. 22309 at pages 87 reverse of Book B 69 with denomination "MOSSU BATTA" or "BOSSU BATTA" with area admeasuring as 4270.25 Sq. meters (but actually admeasuring 4195.00 Sq. meters at loco) and was inscribed in the name of Surendra Putu Naique under Inscription No. 27179 at pages 248 of Book G 40.

The plots under description No. 22309 are better described under SCHEDULE B hereunder written and are hereinafter referred to as "SAID BIGGER PLOTS".

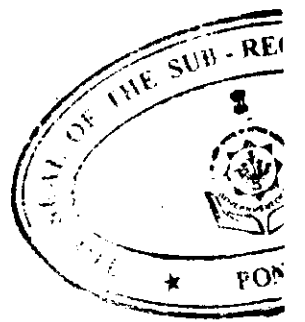
AND WHEREAS Mr. Surendra Putu Naique, in pursuance to another Instrument of Conveyance dated 02/06/1971, duly registered in the office of the Sub-Registrar, Ponda under Reg. No. 224 of Book I, Vol. No.



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Sevjata S. Khandekar


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15 page 57 onwards dated 27/07/1971, owned another plot being Plot No. 29 admeasuring 3590.00 Sq. meters of the Said Entire Property; adjacent to the Lote No. 26 of the SAID BIGGER PLOTS.

AND WHEREAS due to passing of the Ponda Bus Stand-Ponda Tisk road from the SAID BIGGER PLOTS, the SAID BIGGER PLOTS got bifurcated into two parts, Eastern Part and Western Part.

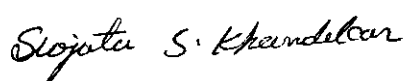
AND WHEREAS during Survey conducted in the State of Goa in the year 1972, the Lote No. 29 and Said Eastern Part of Lote No. 26 came to be recorded as one single unit under Survey No. 12/1 of Ponda Village with the designation "Khadpa Bandh" and with area as admeasuring 4817.00 Sq. meters.

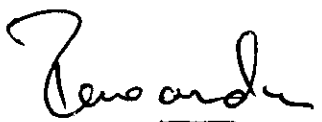
 This property "Khadpa Bandh" under Survey No. 12/1 of Ponda Village, is hereinafter referred to as "SAID PROPERTY" and is better described under SCHEDULE C hereunder written.

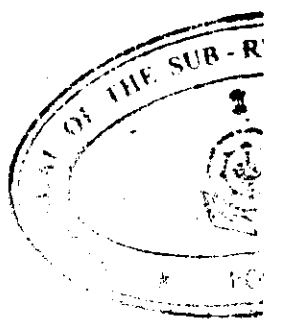
AND WHEREAS said Surendra Putu Naique or Naik also known as Surendra Putu Khandekar and was married under the regime of communion of assets to Mrs. Sujata S. Khandekar.

AND WHEREAS said Mr. Surendra Putu Khandekar expired on 21/12/1977, leaving behind his widow and moiety holder said Mrs.










Sujata Khandekar and three children Viz. Miss. Sarika Surendra Khandekar, Miss. Latika Surendra Khandekar and Mr. Ashutosh Surendra Khandekar as his sole and universal heirs.

AND WHEREAS in order to partition the assets left behind by said Mr. Surendra Khandekar and his parents, an Inventory Proceeding was instituted by his widow Mrs. Sujata Khandekar before Civil Judge Senior Division, Ponda being Inventory Proceeding No. 1/1995, in which the SAID PROPERTY was described under Item No. 2 while the two residential Chawls and a building standing in the Said Property were described under Item No. 3 and 4 of the List of Assets filed therein and vide Order dated 08/01/1996, the allotment made on 04/01/1996 was confirmed, whereby the properties described under Item No. 2, 3 and 4 of the said Inventory Proceedings were allotted to Mrs. Sujata Khandekar (the OWNER-CUM-PROSPECTIVE VENDOR herein).

AND WHEREAS the OWNER-CUM-PROSPECTIVE VENDOR has developed the part of the Said Property particularly the Lote No. 29 thereof by dividing the same into seven sub-plots accessing the same from the main road through the Southern portion of Said Eastern Part of Lote No. 26 (West-southern portion of Said Property), thereby reducing



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Sujata S. Khandekar

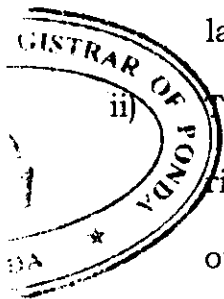


the area of Lote No. 26 to 1227.00 Sq. meters, available with the OWNER-CUM-PROSPECTIVE VENDOR for disposal.

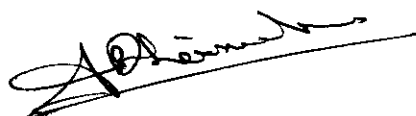
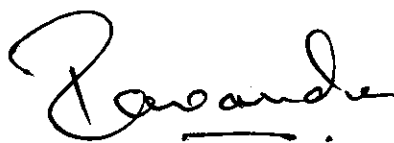
This portion admeasuring 1227.00 of Survey No. 12/1 of Ponda Village is hereinafter referred to as "SAID PLOT" and is better described in SCHEDULE D hereunder written.

AND WHEREAS the OWNER-CUM-PROSPECTIVE VENDOR has now approached the DEVELOPER-CUM-PROSPECTIVE PURCHASER expressing her willingness to develop the SAID PLOT and have made following representations to the DEVELOPER-CUM-PROSPECTIVE PURCHASER:

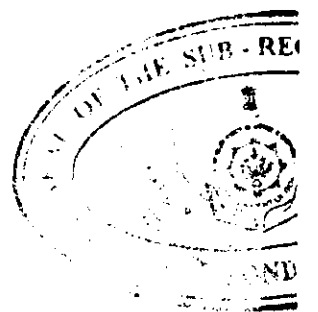
i) that she has clean, clear, marketable and subsisting title to sell, convey or otherwise transfer the "SAID PLOT" and that she is in lawful occupation, possession and enjoyment of the "SAID PLOT".



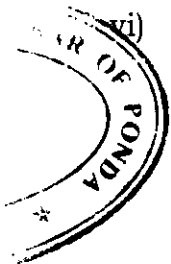
ii) The "SAID PLOT" is not subject to any mundkarial rights, tenancy rights, leasehold rights or any other rights whatsoever from any other person/s whomsoever and the two residential chawls standing in the SAID PLOT are not longer occupied and have been vacated;

Sojata S. Chandekar



- iii) The "SAID PLOT" or any part thereof is not subject to any pending litigation and or attachments from any Court of Law or department or authority whomsoever;
- iv) That no other person/persons other than the OWNER-CUM-PROSPECTIVE VENDOR mentioned hereinabove is/are the owner/s or possessor/s of the "SAID PLOT" or have any right, claim or interest over the same or any part thereof and that she has absolute right to dispose and/or sell the "SAID PLOT" and/or deal with it in any manner whatsoever;
- v) That there is no legal bar or impediment for this transaction and that the "SAID PLOT" is free from encumbrances, liens and/or charges.
- vi) That no notice/s from the Central or State Governments or any other local body or authority under any Panchayat Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/ Proceedings for Acquisition/ Requisition had/has been received by and/or served upon the OWNER-CUM-PROSPECTIVE VENDOR regarding the "SAID PLOT";
- vii) That neither the "SAID PLOT" nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act,



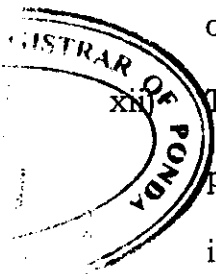
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Sojata S. Chandekar


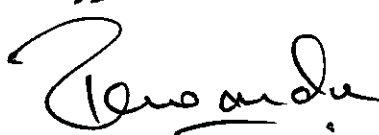
OF THE SUB-

Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.

- viii) That neither the "SAID PLOT" nor any part thereof is the subject matter of any civil suit, criminal complaints/case or any other action or proceeding in any court or forum.
- ix) That they have not agreed, committed or contracted or entered into any agreement for sale, M. O. U. or lease or any other Agreement whether oral or in writing, with any third party or third parties in respect of the "SAID PLOT"
- x) That no person has any right of access through the "SAID PLOT" or part thereof, nor does any access, public or private, exist through the same;
- xi) That there are no dues or any other liability outstanding in respect of the "SAID PLOT".



That in case at any time in future, if any objection is raised to the present understanding or the present understanding is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in the "SAID PLOT", the OWNER-CUM-PROSPECTIVE VENDOR, shall be fully liable and responsible, to settle any such share, right,

Sujata S. Chandekar

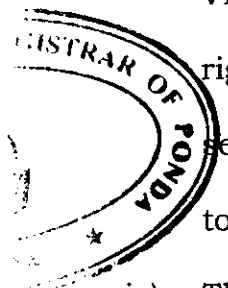
OF THE SUB-

interest, claim of the third party/objectionist in the "SAID PLOT" from the consideration determined herein and the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the OWNER-CUM-PROSPECTIVE VENDOR for any such settlement made by them with the third party.

xiii) notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the OWNER-CUM-PROSPECTIVE VENDOR or by any of her predecessors in title or any person claiming under or through the OWNER-CUM-PROSPECTIVE VENDOR, the OWNER-CUM-PROSPECTIVE VENDOR had at all material times heretofore and now have a good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "SAID PLOT" unto and to the use of the DEVELOPER-CUM-PROSPECTIVE PURCHASER.

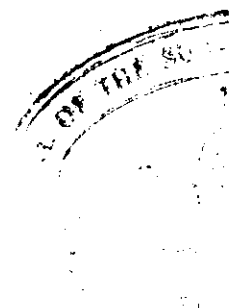
xiv) That the "SAID PLOT" is under Settlement/commercial zone and does not fall under any zone prohibited for development.

AND WHEREAS as mentioned above, the OWNER-CUM-PROSPECTIVE VENDOR intends to develop the SAID PLOT by constructing commercial/residential complex/building therein and further the



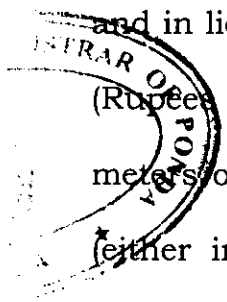
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Sujata S. Khandekar



OWNER-CUM-PROSPECTIVE VENDOR has approached the DEVELOPER-CUM-PROSPECTIVE PURCHASER to construct the same by full exploitation of development potential thereof as per the plan, licences and permissions that will be approved and granted by the concerned authorities, at the cost and expense of the DEVELOPER-Cum-PROSPECTIVE PURCHASER and consequently has agreed to sell the SAID PLOT for the total consideration of Rs. 3,15,20,000/- (Rupees Three Crores Fifteen Lakhs Twenty Thousands Only).

AND WHEREAS the DEVELOPER-Cum-PROSPECTIVE PURCHASER have put forth the proposal to the OWNER-CUM-PROSPECTIVE VENDOR, that out of the total consideration of Rs. 3,15,20,000/- (Rupees Three Crores Fifteen Lakhs Twenty Thousands Only), it shall pay a sum of Rs. 2,00,00,000/- (Rupees Two Crores Only) in monetary terms and in lieu of payment of the balance consideration of Rs. 1,15,20,000/- (Rupees One Crore Fifteen Lakhs Twenty Thousands Only), 80.00 Sq. meters of super built up area of commercial space on the ground floor (either in the form of single shop or multiple shops), two flats each admeasuring 95.00 Sq. meters of super built up area on First floor, two flats each admeasuring 90.00 Sq. meters of super built up area on second floor, two flats each admeasuring 95.00 Sq. meters of super built up area on third floor and 6 stilt parking in the said proposed building,



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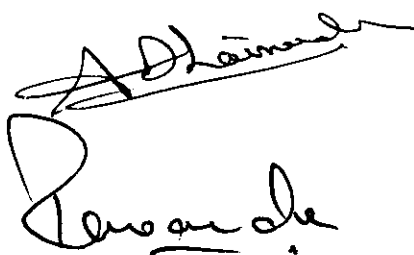
Sujata S. Khandekar



shall be allotted/retained by the OWNER-CUM-PROSPECTIVE VENDOR and the balance constructed premises in the Said Plot, shall be owned and retained by the DEVELOPER-Cum-PROSPECTIVE PURCHASER and further that the OWNER-CUM-PROSPECTIVE VENDOR shall execute Sale Deed/Exchange Deed in favour of the DEVELOPER-Cum-PROSPECTIVE PURCHASER and or the person of the choice of the DEVELOPER-Cum-PROSPECTIVE PURCHASER in respect to the proportionate share in the land appurtenant to the premises retained by the DEVELOPER-Cum-PROSPECTIVE PURCHASER. The cost of the premises to be allotted to the VENDOR-CUM-PROSPECTIVE OWNER has been arrived at considering the Cost of construction as Rs. 18000/- approximately per Sq. meter.

The Flats, commercial space and stilt parking agreed to be allotted to the OWNER-CUM-PROSPECTIVE VENDOR is hereinafter referred to as "OWNER'S PREMISES" and the remaining constructed premises agreed to be retained by the DEVELOPER-Cum-PROSPECTIVE PURCHASER are hereinafter collectively referred to as "DEVELOPER'S PREMISES". The Building Proposed to be constructed in the Said Plot is hereinafter referred to as "Said Building".

AND WHEREAS pursuant to the negotiations by and between the parties hereto, the OWNER-CUM-PROSPECTIVE VENDOR hereby agree to sell



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Sujata S. Khandekar



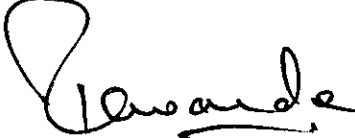
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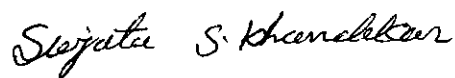
the SAID PLOT unto the DEVELOPER-Cum-PROSPECTIVE PURCHASER or its nominee and pending the completion of such sale of the Said Plot hereby permits the DEVELOPER-CUM-PROSPECTIVE PURCHASER to develop the Said Plot more particularly described in the SCHEDULE D for the construction of SAID OWNERS PREMISES and DEVELOPER PREMISES i.e. SAID BUILDING, for the consideration offered by the DEVELOPER-Cum-PROSPECTIVE PURCHASER in kind and in terms of money, which the OWNER-CUM-PROSPECTIVE VENDOR accepts freely.

AND WHEREAS both the parties have agreed to reduce the above understanding into writing on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT FOR SALE, DEVELOPMENT AND CONSTRUCTION WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The OWNER-CUM-PROSPECTIVE VENDOR has agreed to sell to the DEVELOPER-CUM-PROSPECTIVE PURCHASER and the DEVELOPER-CUM-PROSPECTIVE PURCHASER has agreed to purchase the SAID PLOT described in the Schedule D herein below written, for the total sum of Rs. 3,15,20,000/- (Rupees Three Crores Fifteen Lakhs Twenty Thousands Only) to be payable by the DEVELOPER-CUM-

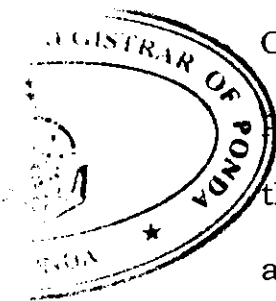






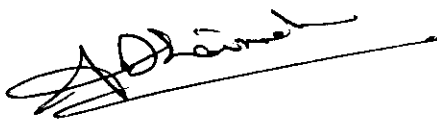
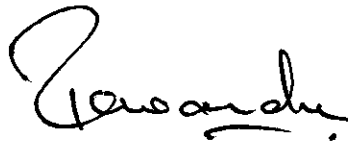
THE SEAL OF THE

PROSPECTIVE PURCHASER to the OWNER-CUM-PROSPECTIVE
VENDOR in the following manner:-

- (a) a sum of Rs. 80,00,000/- (Rupees Eighty Lakhs Only) at the time of execution of the present agreement;
- (b) a sum of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) within 15 months from the date of execution of this agreement;
- (c) a sum of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) within twenty four months from the date of execution of this agreement;
- (d) a sum of Rs. 40,00,000/- (Rupees Forty Lakhs Only) within thirty six months from the date of execution of this agreement;
- (e) The balance consideration price of Rs. 1,15,20,000/- (Rupees



One Crores Fifteen Lakhs Twenty Thousands Only) shall be paid by the DEVELOPER-CUM-PROSPECTIVE PURCHASER to the OWNER-CUM-PROSPECTIVE VENDOR by way of adjustment of the cost of the premises described in SCHEDULE E to be allotted to the OWNER-CUM-PROSPECTIVE VENDOR in the Said Building to be constructed in the SAID PLOT.

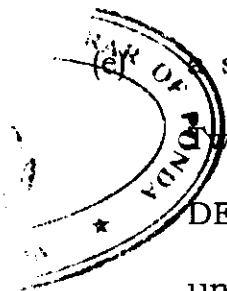



Swjata S. (Khandekar)




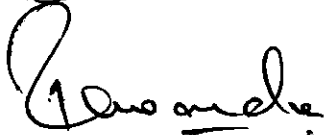
The said sum of Rs. 80,00,000/- (Rupees Eighty Lakhs Only) has been paid by the DEVELOPER-CUM-PROSPECTIVE PURCHASER to the OWNER-CUM-PROSPECTIVE VENDOR in the following manner:

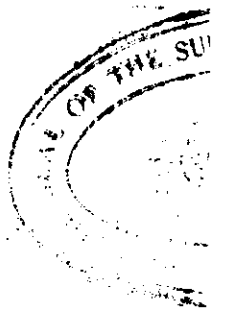
- (a) a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) vide Cheque No. 000180 dated 08/04/2016 drawn on Bank of Baroda, Ponda;
- (b) a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) vide Cheque No. 000194 dated 21/04/2016 drawn on Bank of Baroda, Ponda;
- (c) a sum of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) vide Cheque No. 000214 dated 29/06/2016 drawn on Bank of Baroda, Ponda;
- (d) a sum of Rs. 16,84,800/- (Rupees Sixteen Lakhs Eighty Four Thousands Eight Hundred Only) vide Cheque No. 000215 dated 29/06/2016 drawn on Bank of Baroda, Ponda;



(e) a sum of Rs. 3,15,200/- (Rupees Three Lakhs Fifteen Thousands Two Hundred Only) by way of TDS has been paid by the DEVELOPER-CUM-PROSPECTIVE PURCHASER, as required under Section 194-I of Income Tax Act (copy annexed hereto)

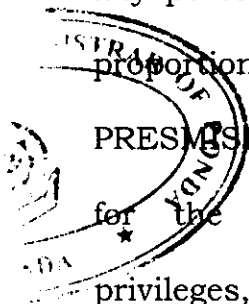
the payment and receipt of which sum, the OWNER-CUM-PROSPECTIVE VENDOR hereby admit and acknowledge to have received and discharge the DEVELOPER-CUM-PROSPECTIVE PURCHASER of the same and every part thereof.

 Sujata S. Handekar




2. The OWNER-CUM-PROSPECTIVE VENDOR do hereby nominate, constitute and appoint the DEVELOPER-CUM-PROSPECTIVE PURCHASER to develop the SAID PLOT described in the SCHEDULE D, at its own cost and expense by constructing a commercial/residential building thereon as per the plans/specifications that will be approved by the Municipality, Competent Authority under the Planning and Development Authority and other civic authorities or as per the plans which may be revised by the DEVELOPER-CUM-PROSPECTIVE PURCHASER as per its requirements.

3. That the OWNER-CUM-PROSPECTIVE VENDOR has further agreed to sell to the DEVELOPER-CUM-PROSPECTIVE PURCHASER or any person of its choice, the DEVELOPER'S PREMISES along with the proportionate share in the SAID PLOT appurtenant to the DEVELOPER'S PREMISES along with parking slots (excluding the 6 parking reserved for the OWNER-CUM-PROSPECTIVE VENDOR), privies, benefits, privileges, advantages, appurtenances, etc. available to the "DEVELOPER'S PREMISES" and the DEVELOPER-CUM-PROSPECTIVE PURCHASER has agreed to construct the residential/commercial building in the SAID PLOT at its own cost and expense and as per the plan/revised plan the DEVELOPER-CUM-PROSPECTIVE PURCHASER deems fit and as may be approved by the civic authorities.



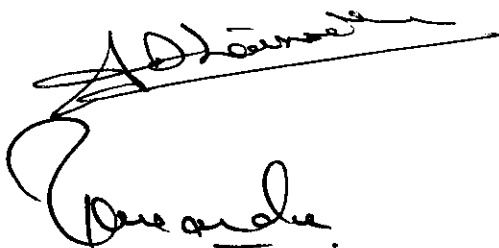
Sujata S. Khundkar



4. The construction of the residential/commercial building as per the approved plan/revised plan in the SAID PLOT at the cost and expense of the DEVELOPER-CUM-PROSPECTIVE PURCHASER, allotment of the OWNERS PREMISES to the OWNER-CUM-PROSPECTIVE VENDOR and payment of the said consideration agreed in clause 1a) to d) hereinabove contained shall be the consideration payable to the OWNER-CUM-PROSPECTIVE VENDOR for the present agreement by the DEVELOPER-CUM-PROSPECTIVE PURCHASER and for the sale of the proportionate share in the land appurtenant to the DEVELOPER PREMISES. The OWNER-CUM-PROSPECTIVE VENDOR shall not be entitled for anything over and above the consideration hereby agreed in money and kind.

5. The OWNER'S PREMISES shall belong to the ownership of the OWNER-CUM-PROSPECTIVE VENDOR along with the proportionate undivided share of land in the SAID PLOT.

6. The DEVELOPER'S PREMISES shall belong to the ownership of the DEVELOPER-CUM-PROSPECTIVE PURCHASER and the OWNER-CUM-PROSPECTIVE VENDOR shall immediately upon completion and handing over the possession of the OWNER'S PREMISES execute Deed of Sale/Exchange Deed in favour of the DEVELOPER-CUM-PROSPECTIVE PURCHASER or the person of the choice of the DEVELOPER-CUM-



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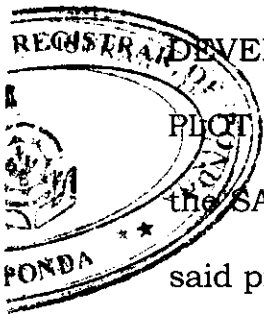
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PROSPECTIVE PURCHASER conveying therein unto the DEVELOPER-CUM-PROSPECTIVE PURCHASER or such other person the proportionate undivided share of land corresponding to the "DEVELOPER'S PREMISES" in the SAID PLOT.

7. The OWNER-CUM-PROSPECTIVE VENDOR agrees that as the DEVELOPER'S PREMISES is constructed by the DEVELOPER-CUM-PROSPECTIVE PURCHASER at its own cost and expenses, it become the absolute owner of the DEVELOPER'S PREMISES automatically and no separate deed is required to be executed to transfer the ownership/title of the DEVELOPER'S PREMISES.

8. Pending the execution of Sale deed/exchange deed, the OWNER-CUM-PROSPECTIVE VENDOR have granted permission to the DEVELOPER-CUM-PROSPECTIVE PURCHASER to enter upon the SAID PLOT and to carry on the work of development, cleaning and clearing of the SAID PLOT as well as the work of starting of the construction of the said proposed complex in the SAID PLOT.

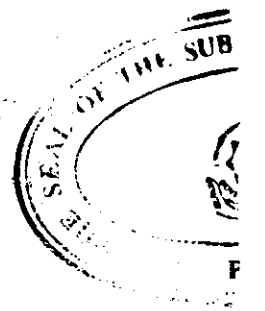
9. The DEVELOPER-CUM-PROSPECTIVE PURCHASER is hereby authorized to make necessary application and obtain at its cost and expense, electricity connections, water connections from the competent



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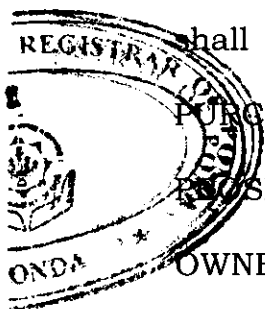
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authorities in the SAID PLOT to facilitate the carrying on the work of development and construction in the said plot.

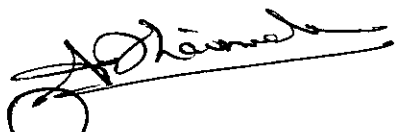
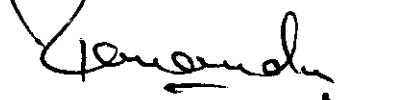
10. The OWNER-CUM-PROSPECTIVE VENDOR shall sign all such applications, papers as are reasonably and legally necessary and required for the development of the SAID PLOT and construction of said building complex thereon.

11. The DEVELOPER-CUM-PROSPECTIVE PURCHASER shall do and complete construction of the said building complex as per the plans to be approved, subsequently revised, approvals, Licences obtained from the various authorities/departments concerned for the said construction/development in the SAID PLOT. The finalization of the plan or the revised plan of the proposed building complex in the SAID PLOT



shall be at the sole discretion of the DEVELOPER-CUM-PROSPECTIVE PURCHASER and no consent/permission/accord of the OWNER-CUM-PROSPECTIVE VENDOR will be required provided the area of the OWNERS PREMISES is not changed. If the revised plan alters the area of the OWNERS PREMISES, then such revised plan shall be subject to the approval of both the parties to these presents.

12. The area surrounding the said proposed building complex as also terrace of the building proposed in the Said Plot, shall exclusively belong

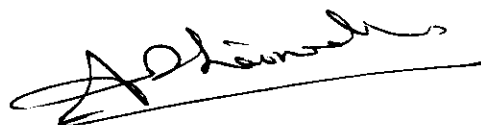
Sujata S. Khanchikar



to and in possession and enjoyment of the DEVELOPER-CUM-PROSPECTIVE PURCHASER and the DEVELOPER-CUM-PROSPECTIVE PURCHASER without the consent of OWNER-CUM-PROSPECTIVE VENDOR can use the said areas as the DEVELOPER-CUM-PROSPECTIVE PURCHASER thinks fit and proper, the septic tank and soak pit however shall be in common possession and enjoyment of all the occupiers of the various premises in the said building complex. At the absolute discretion of the DEVELOPER-CUM-PROSPECTIVE PURCHASER, the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall be at liberty to create third party rights, interest, title, in respect of the roof top terrace area above the flats on the last floor of the proposed building and the OWNER-CUM-PROSPECTIVE VENDOR hereby communicates no objection for the same. Except right to 6 parking slots as reserved for the OWNER-CUM-PROSPECTIVE VENDOR, rest all parking slots, open spaces, terrace, trees shall belong to the DEVELOPER-CUM-PROSPECTIVE PURCHASER who shall exclusively have right to appropriate the spaces, fruits or wood of the trees thereof.

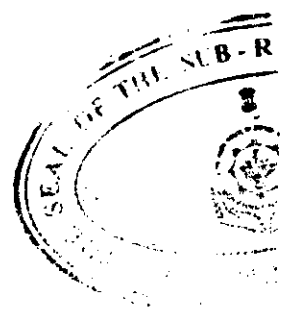


13. Further, the OWNER-CUM-PROSPECTIVE VENDOR at no point of time shall obstruct/block the DEVELOPER-CUM-PROSPECTIVE PURCHASER, their representatives, agents, employees, servants and



Swjata S. Khandekar

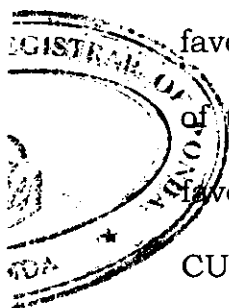




their vehicles from having free access from the main road to the SAID PLOT.

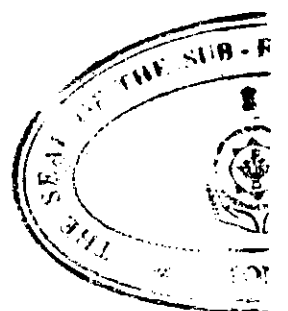
14. The OWNER-CUM-PROSPECTIVE VENDOR agree that she shall sign, execute and verify all applications, forms and documents or papers of any description including drawings, plans, letters and forms as may be necessary to be signed and filed before the proper authorities.

15. The OWNER-CUM-PROSPECTIVE VENDOR do hereby declare and confirm that she is the exclusive owner in possession of the SAID PLOT, that she is having a valid, enforceable, clean, clear and marketable title of ownership and possession of the SAID PLOT, free from all encumbrances or charges or free from any attachment of whatsoever nature, that she has not done any act of alienation of the SAID PLOT in favour of any persons or party whosoever nor there is any existing claim of tenancy or mundkarship or caretaker, or any sort of agreements in favour of anybody in respect of the SAID PLOT and that the OWNER-CUM-PROSPECTIVE VENDOR hereby undertakes to indemnify and keep indemnified the DEVELOPER-CUM-PROSPECTIVE PURCHASER from any claim in respect of the SAID PLOT by third parties and shall be liable for damages/compensation and development cost incurred, to the DEVELOPER-CUM-PROSPECTIVE PURCHASER in this regard.



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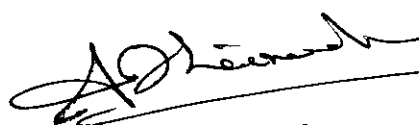

Swjata S. Kheundekar



16. The OWNER-CUM-PROSPECTIVE VENDOR covenant with DEVELOPER-CUM-PROSPECTIVE PURCHASER that no other person/party besides the OWNER-CUM-PROSPECTIVE VENDOR, herein have any right or claim of whatsoever nature in the SAID PLOT or any part thereof and that in case any damage or loss is caused to the DEVELOPER-CUM-PROSPECTIVE PURCHASER due to any claim of ownership, right, title, interest, tenancy, mundkar, caretaker, agreements in any form or any other claim by any third party towards the SAID PLOT the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall be entitled to claim from the OWNER-CUM-PROSPECTIVE VENDOR such compensation as it deems fit and proper.

17. The OWNER-CUM-PROSPECTIVE VENDOR further covenant with the DEVELOPER-CUM-PROSPECTIVE PURCHASER that incase the work of development/construction is stopped or hindered/obstructed by any third party due to any reason attributable to the OWNER-CUM-PROSPECTIVE VENDOR, the OWNER-CUM-PROSPECTIVE VENDOR shall stand by and support the DEVELOPER-CUM-PROSPECTIVE PURCHASER in the matter of all such claims arising there from. In such circumstances, the OWNER-CUM-PROSPECTIVE VENDOR, shall give reasonable extension of time limit to the DEVELOPER-CUM-PROSPECTIVE PURCHASER without any penalty from the date of such




 23 *Sujata S. Khermalkar*



obstruction till the time such difficulties are resolved and the DEVELOPER-CUM-PROSPECTIVE PURCHASER carry on its work of construction and development in the SAID PLOT.

18. The OWNER-CUM-PROSPECTIVE VENDOR shall execute an irrevocable Power of Attorney duly attested before the Notary Public in favour of the DEVELOPER-CUM-PROSPECTIVE PURCHASER jointly and severally, conferring upon it or its partners, the powers required for smooth execution and construction of the proposed building complex and development of the SAID PLOT, amongst others;

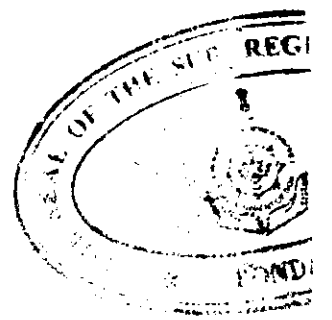
- i) For all the necessary documentation from the concerned authorities in respect of the SAID PLOT;
- ii) for obtaining permission from the Planning and Development Authorities as may be required for the development and construction of the building/s or for obtaining permission;
- iii) for obtaining conversion sanad, necessary permission from the Ponda Municipal Council, health authorities, pollution Board/ authority, fire fighting department and any other authority as may be necessary for obtaining Construction licence for the construction of building/s in the SAID PLOT, approval of plans, drawings of the building construction, building plans, including rectification/alterations/



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modification in the plans of construction, form the necessary authority, obtaining Conversion Sanad/Completion Certificate/ Occupancy Certificate, water connection, electricity connection and House Tax records in respect of the premises to be constructed in the SAID PLOT;

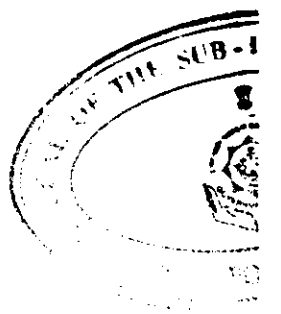
- iv) for getting approval from any other authority that may be specified by the Government for starting the construction work, to carry out the construction and to get the same completed in the SAID PLOT;
- v) to represent on behalf of the OWNER-CUM-PROSPECTIVE VENDOR before any authorities in connection with the development of and/or construction of the building/s on the SAID PLOT and to sign and to execute and to make any applications/petitions/drawings, signing the records for submitting and obtaining various approvals as may be required in respect of and for construction of building/s in the SAID PLOT, including the construction licence, occupancy certificate, house tax registration records or any other records/ permissions from the concerned authorities;
- vi) to negotiate and finalize sale price in respect of any constructed premises in the building complex in the SAID



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PLOT (except the OWNER'S PREMISES) and to receive the payment of consideration price in respect thereof either in part or in full,

- vii) to present any Agreement for Sale/Agreement for Construction and Sale of such constructed premises, for registration, in favour of prospective purchasers of the DEVELOPER'S PREMISES and get them registered before the Sub- Registrar of Assurances, Goa, to admit execution thereof as well as to admit the receipt of consideration and to complete the process of registration of such Agreement under the Indian Registration Act.

In all such Agreements for Sale/Agreement for Construction and Sale, the OWNER-CUM-PROSPECTIVE VENDOR shall be necessary party (who shall sign and execute such agreements/deeds) for the limited purpose of agreeing to sell proportionate undivided share of land in the SAID PLOT to the prospective purchasers of constructed units in the building complex in the SAID PLOT. Such executed agreement then shall be presented for registration by the DEVELOPER-CUM-PROSPECTIVE PURCHASER before Notary or Sub-Registrar of Ponda;



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- viii) and for such other purpose as may be reasonably and lawfully required to facilitate development, conversion, demarcation, construction on the SAID PLOT;
- ix) to file proceedings in a competent Court of Law such as Civil Suits, Criminal cases or any other proceedings against any third party causing obstruction/hindrance/delays or stoppage of work of development and construction in the SAID PLOT, to appoint advocate or advocates and to terminate the appointment of any advocate and to appoint a fresh advocate, to sign Vakalatnama forms, to sign and verify and execute affidavits, petitions, complaints, written statements or any other proceedings that may be filed in any Court of Law or to defend any proceedings that may be filed by any third parties, to depose on oath, give evidence, as also to compromise and settle such proceedings in respect to development construction activity in the SAID PLOT;

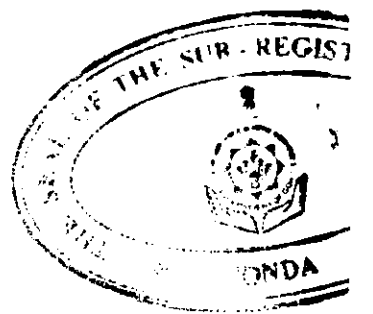


19. The DEVELOPER-CUM-PROSPECTIVE PURCHASER shall under normal condition complete the construction of the OWNER'S PREMISES in all respects as aforesaid within 36 months from the date of receipt of construction licence and thereafter obtain the Occupancy Certificate from the authority concerned in respect thereof and hand over

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possession and transfer the same to the OWNERS-CUM-PROSPECTIVE VENDORS immediately after obtaining the occupancy certificate.

Provided the OWNER-CUM-PROSPECTIVE VENDOR shall have no claim against the DEVELOPER-CUM-PROSPECTIVE PURCHASER if the delivery of possession of the OWNER'S PREMISES is delayed for a period of six months beyond the above stipulated period, for any reason whatsoever. Further, the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall be entitled to reasonable extension of time for completion/handing over the delivery of the OWNER'S PREMISES on the date as agreed, if the possession of the premises is delayed on account of:

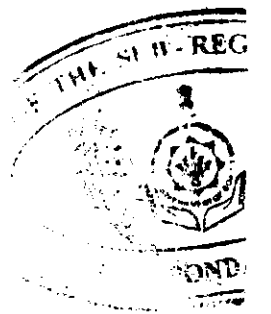
- i) Non-availability of steel, cement, other building material;
- ii) War, armed rebellion, civil disturbance or natural calamity, agitation by locals/organizations etc. due to which construction work could not be completed;
- iii) Any notice, order, rules, notification of the Government and/or any other public or competent authority and/or any judicial authority;
- iv) Delay on the part of Government/Statutory Authority in revising or renewing the plans, approvals,



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Swjata S. Khandekar

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permissions, NOCs, in issuing Occupancy Certificate and or Completion Certificate and or releasing water and or electric supply in case the said premises is completed in all respect and proper application are made to the Government/Statutory Authority;

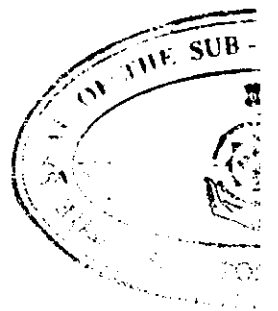
- v) Alteration required in the OWNER'S PREMISES by the OWNERS-CUM-PROSPECTIVE VENDORS;
- vi) construction of the said proposed building is hampered or stopped for any reason beyond the control of the DEVELOPER-CUM-PROSPECTIVE PURCHASER.

20. Subject to above, in case of the failure on the part of the DEVELOPER-CUM-PROSPECTIVE PURCHASER to complete the construction of the OWNER'S PREMISES within the said agreed period of 36 months with grace period of 6 months or within the extended time, the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall be liable to pay simple interest @ 5% p.a. (five) on the half the value of the OWNER'S PREMISES as determined herein, from the expiry of the said period of 36 months and the extended time upto the date of handing over of the possession.



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21. The DEVELOPER-CUM-PROSPECTIVE PURCHASER as authorized by power of attorney at its sole risk and responsibility, may present for registration before the concerned Sub-Registrar, Goa, as the case may be Agreement or Agreements for sale or Agreement for Construction and Sale or Sale Deed of the constructed units/units under construction in the building/s in the SAID PLOT (save and except the OWNER PREMISES) to any prospective purchaser/customer, to negotiate and finalize the sale price, to receive payment either in part or full in respect thereof except the OWNER'S PREMISES to be owned by the OWNER-CUM-PROSPECTIVE VENDOR.

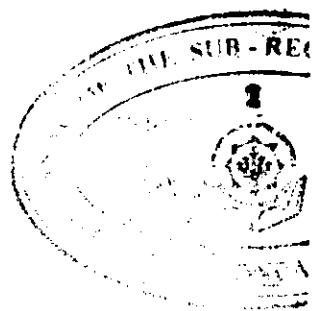
22. The DEVELOPER-CUM-PROSPECTIVE PURCHASER may also agree to give at its own risk and responsibility No Objection Certificate to such prospective purchasers/ customers for agreeing to mortgage such constructed premises by the prospective customers as security for loan/finance pending the execution of the Deed of Sale or Deed of Exchange in respect of SAID PLOT or any part or parts thereof, provided that OWNER-CUM-PROSPECTIVE VENDOR shall not be liable in any manner whatsoever, for repayment of such loan/finance either by way of the principal sum or interest or in any manner whatsoever in respect of all such loan or loans.



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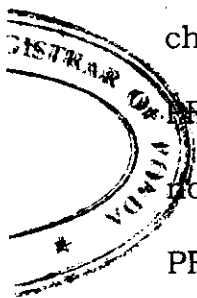
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23. The DEVELOPER-CUM-PROSPECTIVE PURCHASER is hereby authorised to make necessary application and obtain, at its cost and expenses, electricity connection, water connections from the competent authorities in the SAID PLOT to facilitate the carrying on the work of development and construction in the SAID PLOT.

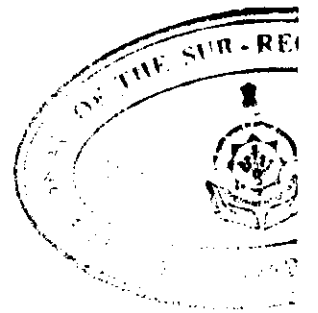
24. In addition to irrevocable Power of Attorney referred to in clause 18 hereinabove, the OWNERS-CUM-PROSPECTIVE VENDORS shall sign, free of any costs or charges, all such applications, papers as are reasonably and legally necessary and required for the development of the SAID PLOT and construction of building complex thereon. The OWNER-CUM-PROSPECTIVE VENDOR shall sign and execute, free of any costs or charges, as and when called upon by the DEVELOPER-CUM-PROSPECTIVE PURCHASER such instrument under whatever nomenclature it is, as may be requested for by the DEVELOPER-CUM-PROSPECTIVE PURCHASER to be executed with the nominee of the DEVELOPER-CUM-PROSPECTIVE PURCHASER in respect of the DEVELOPER'S PREMISES and shall also remain present for registration if need be. The OWNER-CUM-PROSPECTIVE VENDOR shall not have any right to claim or demand any consideration forming subject matter of such instruments.



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25. The DEVELOPER-CUM-PROSPECTIVE PURCHASER shall construct the building in the SAID PLOT, in accordance with the approved plans and design and subject to conditions of construction licence granted by the Authorities concerned. All such approvals, licences, NOCs, etc. shall be obtained by the DEVELOPER-CUM-PROSPECTIVE PURCHASER from the authorities concerned at its costs and risk in the name of the OWNER-CUM-PROSPECTIVE VENDOR, the same being the entire responsibility of the DEVELOPER-CUM-PROSPECTIVE PURCHASER alone.

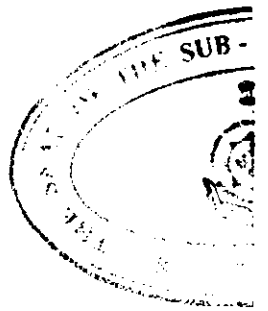
26. The Parties hereto agree that during the subsistence of this Agreement, the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall be in occupation and possession of the SAID PLOT and that the OWNER-CUM-PROSPECTIVE VENDOR neither shall obstruct the DEVELOPER-CUM-PROSPECTIVE PURCHASER nor interfere with the proposed construction or any part of the construction to be built by the DEVELOPER-CUM-PROSPECTIVE PURCHASER in the SAID PLOT.

27. The parties hereto also agree that in event of any breach of the terms and conditions contained herein and on the part of the OWNER-CUM-PROSPECTIVE VENDOR to be observed and performed, then the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall be entitled to the



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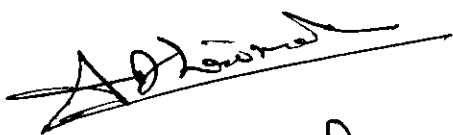
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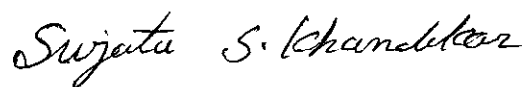
specific performance of this Agreement by the OWNERS-CUM-PROSPECTIVE VENDORS and DEVELOPER-CUM-PROSPECTIVE PURCHASER shall be entitled to claim reasonable compensation for damage caused due to non-performance of any of the terms and conditions of this Agreement and on part of the OWNER-CUM-PROSPECTIVE VENDOR to be observed and performed, and similarly, in the event of breach of terms and condition herein contained and on the part of the DEVELOPER-CUM-PROSPECTIVE PURCHASER to be observed and performed, the OWNER-CUM-PROSPECTIVE VENDOR shall be entitled to claim from the DEVELOPER-CUM-PROSPECTIVE PURCHASER reasonable compensation for the damage caused due to the breach of any of the terms and conditions on its part to be observed and performed.

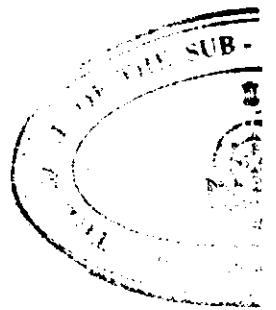


28. The DEVELOPER-CUM-PROSPECTIVE PURCHASER at its sole discretion shall be entitled to change, amend, alter and vary the plans and drawings of construction in the SAID PLOT, with the previous approval from the municipality or any other authority, as the DEVELOPER-CUM-PROSPECTIVE PURCHASER may find it necessary and convenient for the purpose of construction in the SAID PLOT. The previous approval of the OWNER-CUM-PROSPECTIVE VENDOR to such revised or altered plan shall be required if and only if such altered or



 33





revised plan diminishes the area of OWNER'S PREMISES and such altered/revised/approved plan shall supersede all earlier plans.

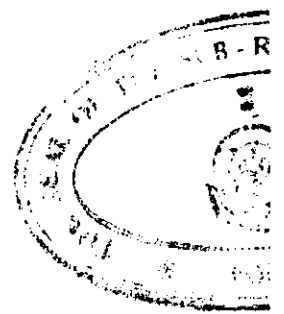
29. It is mutually agreed by and between the OWNER-CUM-PROSPECTIVE VENDOR and the DEVELOPER-CUM-PROSPECTIVE PURCHASER that subsequent upon the DEVELOPER-CUM-PROSPECTIVE PURCHASER putting the OWNER'S PREMISES and transfer thereof in favour of the OWNER-CUM-PROSPECTIVE VENDOR in terms of this Agreement, the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall have the right as constituted Attorney of the OWNER-CUM-PROSPECTIVE VENDOR, to sign and execute and present for registration and admit execution of Deed or Deeds of Sale in respect of the sale and transfer of the constructed premises (DEVELOPER PREMISES) in the building complex in the SAID PLOT along with the undivided proportionate share in the SAID PLOT pertaining to the said constructed premises in the buildings erected in the SAID PLOT, in the names of the prospective purchasers or in the name of the DEVELOPER-CUM-PROSPECTIVE PURCHASER. The OWNER-CUM-PROSPECTIVE VENDOR shall be responsible only to extent of transferring the proportionate undivided share of land pertaining to such constructed premises to such prospective customers and that the OWNER-CUM-PROSPECTIVE VENDOR shall not be entitled to receive any sum of



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Sujata S. Chandekar




monies as share or otherwise from the consideration agreed/paid by the prospective Purchasers to the DEVELOPER-CUM-PROSPECTIVE PURCHASER under any circumstances whatsoever.

30. This Agreement, subject to stipulations contained herein, shall be governed by the provisions of the Specific Relief Act, 1963.

31. It is specifically agreed that subject to the specific clauses herein touching the title of ownership and exclusive possession of the OWNERS-CUM-PROSPECTIVE VENDORS to the SAID PLOT, as from the date hereof, the SAID PLOT shall be at entire risk of the DEVELOPER-CUM-PROSPECTIVE PURCHASER and that the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall be entitled to take recourse to all legal means of safeguarding the possession of the SAID PLOT of the DEVELOPER-CUM-PROSPECTIVE PURCHASER against third party and or even against the OWNERS-CUM-PROSPECTIVE VENDORS.

32. The OWNERS-CUM-PROSPECTIVE VENDORS shall have no claim over DEVELOPER PREMISES belonging to the DEVELOPER-CUM-PROSPECTIVE PURCHASER in the building complex that will be constructed in the SAID PLOT and the DEVELOPER-CUM-PROSPECTIVE PURCHASER shall have no claim over the OWNERS



[Signature]

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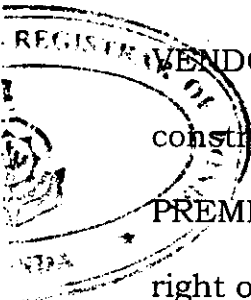
Swijata S. Choudhary



PREMISES belonging to the OWNERS-CUM-PROSPECTIVE VENDORS that will be constructed in the SAID PLOT.

33. If the existing Zone of the SAID PLOT gets converted and thereby it results in enhancement in the present FSI/FAR in area available for further construction/sale, the DEVELOPER-cum-PROSPECTIVE PURCHASER shall be exclusively entitled to consume more FAR/FSI of such additional/extra built up area available and which can be utilized by the DEVELOPER-CUM-PROSPECTIVE PURCHASER for construction and in which case, at the absolute discretion of the DEVELOPER-Cum-PROSPECTIVE PURCHASER, the area of the OWNER'S PREMISES shall be correspondingly increased or the OWNER-CUM-PROSPECTIVE VENDOR shall be compensated in terms of monies (equivalent to cost of construction) for the corresponding increase in the area of OWNER'S PREMISES and the OWNER-CUM-PROSPECTIVE VENDOR shall have no right or claim over such FAR/FSI and or additional construction done or any compensation or consideration for such benefit received by the DEVELOPER-CUM-PROSPECTIVE PURCHASER, except as provided above.

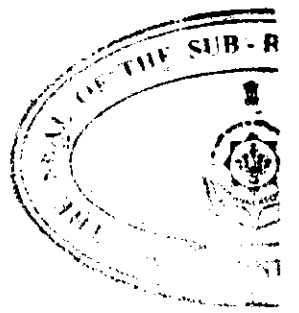
Reciprocally, if the existing FAR/FSI of the SAID PLOT diminishes due to change in zone of the SAID PLOT or due to any policy/decision/Notification/ordinance etc. of the government the



A. H. Mehad

Swjata S. Khandekar

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existing FAR/FSI with current zone is reduced, then the area of the OWNER'S PREMISES shall be correspondingly reduced or the DEVELOPER-Cum-PROSPECTIVE PURCHASER shall be compensated in terms of monies (equivalent to cost of construction) for the corresponding area of OWNER'S PREMISES that would have reduced.

In case of happening of any of the event stipulated above, the parties hereto shall forthwith sign and register an addendum to that effect.

34. The name of the complex that shall be constructed in the Said Plot shall be "*Mahalaxmi's Putu-Manik Apartments*".

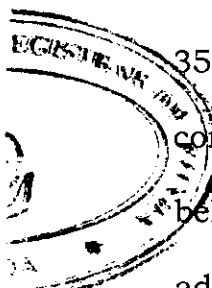
35. It is mutually agreed that the respective addresses for communications/correspondence of all the parties shall be as mentioned below and that communications/correspondence addressed to the said addressee by Registered Post shall be deemed to be sufficient communications to the respective parties.

OF THE OWNER-CUM-PROSPECTIVE VENDOR

Near New Borim Bridge, House No. 112, Betki Wada, Borim, Ponda, Goa

DEVELOPER-CUM-PROSPECTIVE PURCHASER

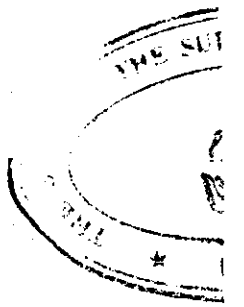
E2, Mitasu Manor, Near Zonal agricultural office, Sadar, Ponda, Goa



[Signature]

Swjatu S. Khandekar

[Signature]



36. From the date of occupancy certificate, the OWNER-CUM-PROSPECTIVE VENDOR shall contribute and pay the common maintenance charges, electricity, water charges etc. proportionate to the OWNER'S PREMISES. The OWNER-CUM-PROSPECTIVE VENDOR shall also become member of the Co-operative Housing Society or the maintenance society or association of persons as may be formed amongst the various owners of the premises in the proposed building complex and contribute monies for its formation and registration proportionate to the OWNER'S PREMISES.

SCHEDULE A

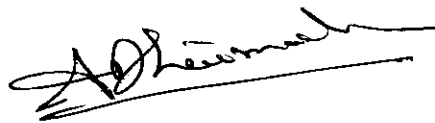
(OF THE SAID ENTIRE PROPERTY)

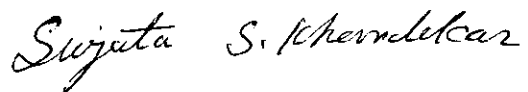


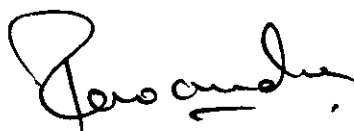
ALL THAT property known as "MUSSABHAT" or "BOSUBHAT" or "MONSABHAT" or "BASSIMBHAT", situated at Ponda Village (erstwhile falling within the limits of Village Queula), within the limits of Ponda Municipal Council, Taluka and Sub-District of Ponda, District of North-Goa, State of Goa, described in the Land Registration Office under Description No. 6346 (with the exclusion of its part disannexed and described separately at no. 11817) and enrolled in the Taluka Revenue Office under Matriz No. 422 and was bounded as under:

East : by Nalha;

West : by top of the hill;









North : by Fence and ditch of Muguem; and

South: by ditch and fence of the property of Venacio Xavier da Silva.

SCHEDULE B
(OF THE SAID BIGGER PLOTS)

ALL THAT property known as "MOSSU BATTA' or 'BOSSU BATTA", comprising an area of 4270.25 Sq. meters approximately, which corresponds to Lote No. 25 and Lote No. 26 of the property described in SCHEDULE A hereinabove written, and is described as one single unit in the Land Registration Office under No. 22309 at pages 87 reverse of Book B 69 and was bounded as under:

East : by remaining portion of the Said Entire Property;

West : by remaining portion of the Said Entire Property;

North : by reserved road of three meters width after which lies the

property

of Mahesh Prabhakar Silimcano, Usno Porobo Colvalcar and Calidas Atmaram Savaikar; and

South: by stone fence after which lies the property of Shirodkar.



SCHEDULE C

(OF THE SAID PROPERTY)

ALL THAT property known as "Khadpa Bandh" admeasuring 4817.00 Sq. meters, formed out of Eastern Part of the Lote No. 26 of the SAID

Sujata S. Chavalekar



BIGGER PLOTS described in SCHEDULE B above and Lote No. 29 of the SAID ENTIRE PROPERTY described in SCHEDULE A above, situated at Ponda, within the limits of Ponda Municipal Council, Taluka and Sub-District of Ponda, District of North Goa , State of Goa, surveyed under Survey No. 12/1 of Ponda Village and bounded as under:

East : by stream/nalha;

West : by Ponda-Tisk road and beyond which the remaining part of Lote

No. 26;

North: partly by road and partly by survey no. 12/8 of Ponda Village;


South: stream/nalha.

SCHEDULE D

(OF THE SAID PLOT)

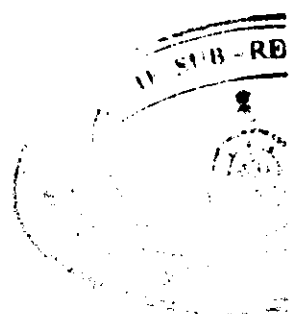
ALL THAT portion of land admeasuring about 1227.00 Sq. meters forming part of property described in SCHEDULE C hereinabove written and is bounded as under:

On the East : partly by property under Survey No. 12/8 of Ponda Village and partly by remaining part of the Said property under Survey No. 12/1 of Ponda Village;


A. D. Thomas

Sujata S. Chandekar

P. S. Andrade



On the West : by Road;
On the North : by road from property under Survey No. 12/2;
On the South : by portion of the Said Property under Survey No. 12/1 of Ponda Village left as 8.00 meters wide access road.

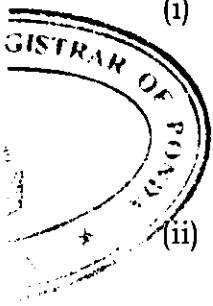
The SAID PLOT is shown in the plan annexed hereto which forms the part of these presents.

SCHEDULE E

(OWNERS PREMISES)

6 RESIDENTIAL FLATS:

- (i) Two Flat each admeasuring super built up area of 95.00 Sq. meters to be locate on the First Floor of the Said Building proposed to be constructed in the Said Plot;
- (ii) Two Flat each admeasuring super built up area of 90.00 Sq. meters, to be locate on the Second Floor of the Said Building proposed to be constructed in the Said Plot;
- (iii) Two Flat each admeasuring super built up area of 95.00 Sq. meters, to be locate on the Third Floor of the Said Building proposed to be constructed in the Said Plot;



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Sujata S. Phansalkar

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COMMERCIAL SPACE

- (i) A commercial space of 80.00 Sq. meters of super built up area (either by way of a single shop or multiple shops at the absolute discretion of DEVELOPERS), on the ground floor of the Said Building proposed to be constructed in the Said Plot.

RIGHT TO 6 PARKING SLOTS

6 Parking Slots at the stilt of the Said Building proposed in the Said Plot

The location of the Said Six Flats, commercial space and parking slots shall be at the discretion of the DEVELOPERS-CUM-PROSPECTIVE PURCHASERS.



SCHEDULE F

(Specification for Residential Premises)

(FIXTURES, FITTINGS AND AMENITIES)

STRUCTURE:

Reinforced cement concrete structure as per approved design of competent authority. External walls in 200 mm thick laterite and internal partition walls of 100mm thick brick masonry.

FLOOR AND WALL TILING

All rooms will have vitrified tile flooring.

Ceramic tiles (size, colour and brand depending on bulk availability at the time of tiling) will be provided in the following places:

A. D. Heimachar

Sejata S. Khandekar

P. S. J. J. J.

RE SUR - REC

- a. Flooring in bath room and toilet walls upto door height.
- b. Above the kitchen platform upto a height of 600 mm

DOOR & WINDOWS:

Main entrance door will be of teak wood with teak wood frame polished, fitted with Godrej or equivalent night latch.

All other door frames will be of matti wood, sal wood or equivalent Other door shutter shall be of 25/30mm thick hardcore commercial / marine, flush / block board shutters painted with white / pastel shaded synthetic enamel / laminated.

All doors will be provided with stainless steel hinges and shall have in stainless steel fittings viz. tower bolt, handle, stopper and latch. Main entrance door shall have night latch, door eye and a decorative handle and aldrop on outside.

Alluminium sliding windows with powder coating shall be provided.

EXTERNAL PAINTING

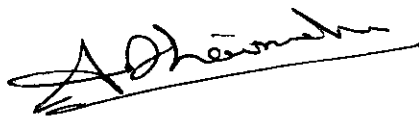
The building shall be externally painted by water proof paint.

KITCHEN PLATFORM & SINK

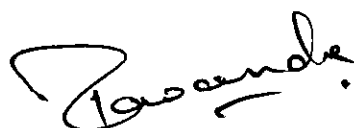
Kitchen platform will be of polished granite with single bowl stainless steel sink without drain board 12 ft long.

PLIMBING & SANITARY INSTALLATIONS:

Concealed internal plumbing in CPVC / white PVC pipes Water closets & wash basins will be provided in the following places:



Shujata S. Khandekar





- a. Wash basins in toilets. (Hindware/Cera)
- b. Water closets floor mounted European style (Hindware/Cera) with flush tank.

Hot & Cold wall mixer, wall shower and health faucet in toilets will be provided.(Of JAQUAR make)

Provision for water heater in toilet.

Washing machine inlet & outlet provision at kitchen balcony.

SOIL AND WASTE WATER LINES

The soil and waste water lines (exposed and concealed) will be of PVC / Cement pipes. the sewage will be treated in conventional method of septic tank and soak pit.

ELECTRICITY SUPPLY & WIRING:

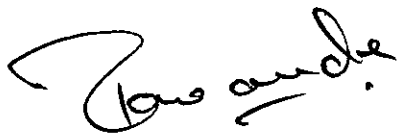
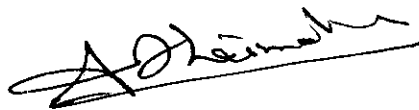
Wiring will be concealed type, good quality modular switch sockets. The Actual supply of three phase. Each apartment will be provided with a separate meter and provision for Inverter.

WATER SUPPLY:

There will be one overhead tank and under ground sump tank for additional storage of water. This will be connected to Govt. water supply lines.

Water from common overhead tank will be distributed to each individual unit.

A pump will be provided to lift the water from ground sump to overhead tank.



11. 11. 11.

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(Specification for Commercial Premises)

1. STRUCTURE:

Reinforced cement concrete structure as per approved design of competent authority. External walls in 230 mm thick laterite and internal partition walls of 100mm thick brick masonry.

2. FLOOR AND WALL TILING

vitriified tile flooring.

3. SHUTTER:

GI Rolling shutter.

ELECTRICALS

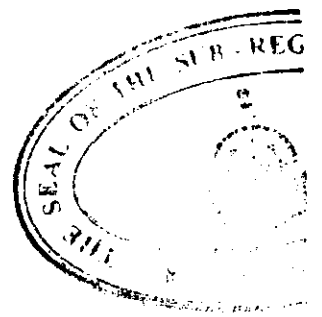
Wiring will be concealed type, good quality modular switch sockets

IN WITNESS WHEREOF the parties to these presents have signed and subscribed their respective hands on the day, month and the year first herein above mentioned.


Ashish

Sujata S. Khurdikar

Prasanna



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SIGNED, SEALED AND DELIEVERED BY THE WITHIN NAMED
OWNER-CUM-PROSPECTIVE VENDOR:

Smt. SUJATA SURENDRA KHANDEKAR

the part of the First Party

In the presence of.....



Sujata S. Khandekar
THE SECT. OF THE SUB-
Sujata
KONDA

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Smt. SUJATA SURENDRA KHANDEKAR**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **Mrs. SUJATA SURENDRA KHANDEKAR**

[Signature]

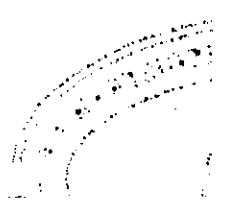
Sujata S. Khandekar

[Signature]

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SIGNED, SEALED AND DELIEVERED BY THE WITHIN NAMED DEVELOPER-CUM-PROSPECTIVE PURCHASER:

MAHALAXMI DEVELOPERS

Represented herein by its partner cum attorney

Mr. **ARVIND VISHWANATH DHAIMODKAR**

The party of the SECOND PART

In the presence of.....



Arvind
THE SEAL OF THE SUR.
Arvind

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF Mr. ARVIND VISHWANATH DHAIMODKAR



Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF Mr. ARVIND VISHWANATH DHAIMODKAR

Arvind

Swjata S-Chundekar

Arvind



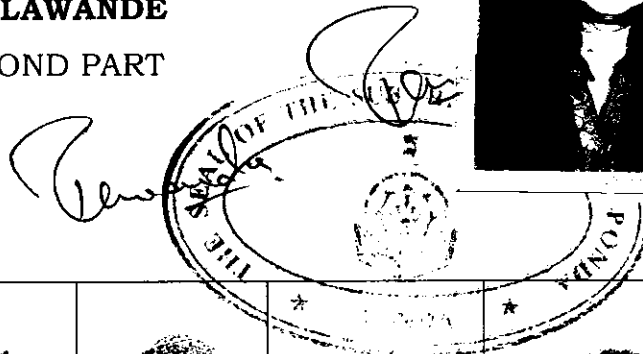
**SIGNED, SEALED AND DELIEVERED BY THE WITHIN NAMED
DEVELOPER-CUM-PROSPECTIVE PURCHASER:
MAHALAXMI DEVELOPERS**

Represented herein by its partner

Mrs. **ROOPALI P. P. LAWANDE**

The party of the SECOND PART

In the presence of.....



Little finger	Ring finger	Middle finger	Index finger	Thumb

**LEFT HAND FINGER PRINT IMPRESSION OF Mrs. ROOPALI
P. P. LAWANDE**

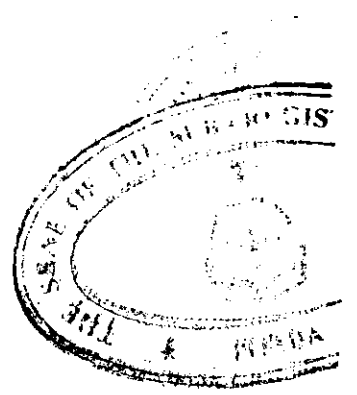


Thumb	Index finger	Middle finger	Ring finger	Little finger

**RIGHT HAND FINGER PRINT IMPRESSION OF Mrs. ROOPALI
P. P. LAWANDE**

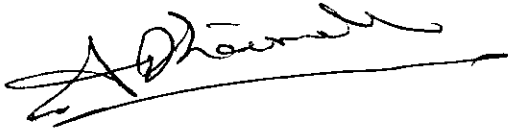
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Lawande

[Handwritten signature]
Sujata S. Shenolikar

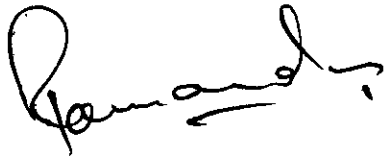


In the presence of:

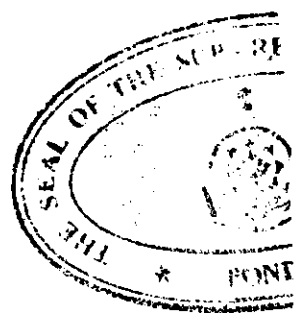
1. Name : Manisha Prabhakar shet.
Father's Name : Prabhakar shet.
Age : 36 yrs.
Address : Flat no. D/202, Bldg 'B', Mitasu Morve
Signature : upper Bazar, Ponda-Goa.
~~Blil.~~
2. Name : Dnyaneshwar T. Matade
Father's Name : Tukaram P. Matade
Age : 48
Address : UG-5, Uma Residency, Durgabhat
Signature : Ponda-Goa.
Matade



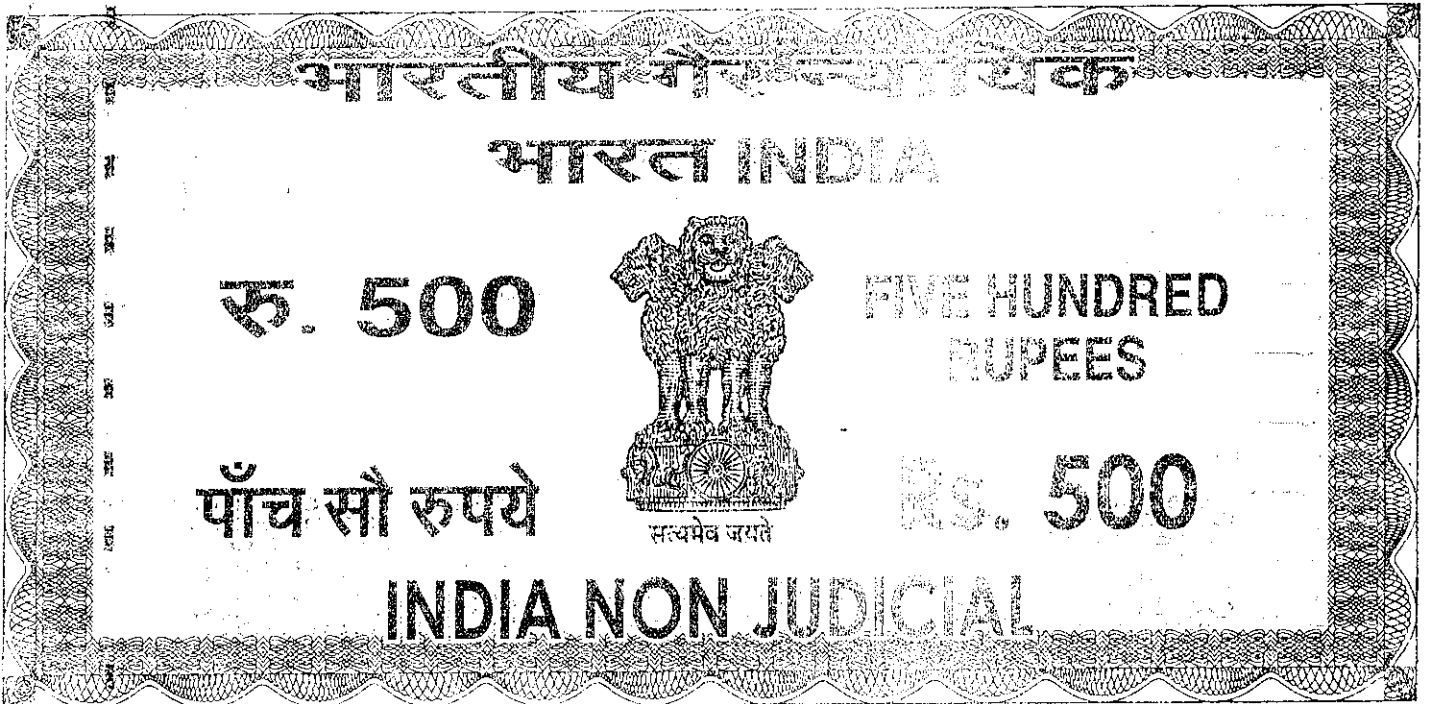
Surjata S. Khendekar







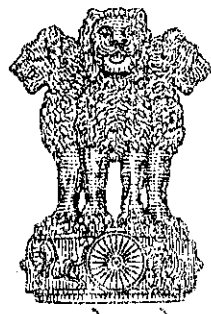




भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

गोवा GOA

Sr. No. 18414 Place of Issue Ponda Date of Issue 25/8/14

228636

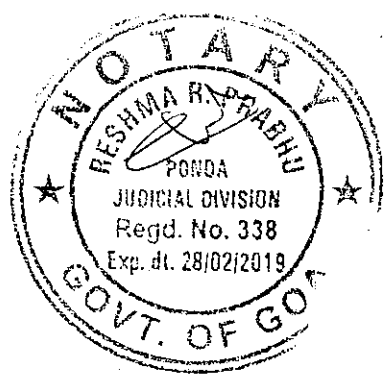
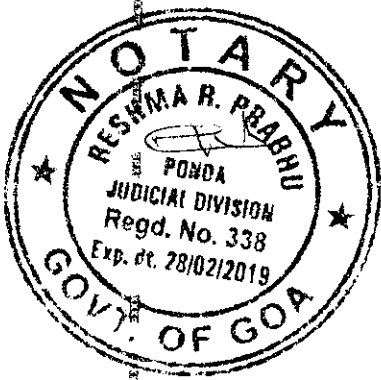
Value of Stamp Paper Rs. 500 Name of the Purchaser Mahataraju Developers

Residence at Ponda Goa As the value of Rs. Additional stamp paper of the amount of the value is attached along with



Signature of the Vendor Lic. No: 8/93

Signature of the Purchaser



POWER OF ATTORNEY

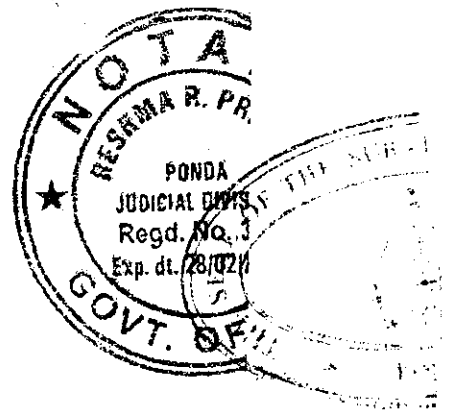
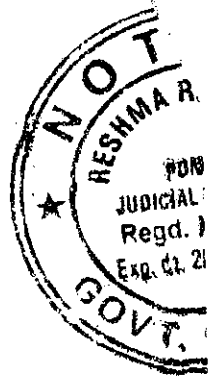


Signature of the Vendor

Signature of the Purchaser

Signature of the Vendor

Signature of the Purchaser



POWER OF ATTORNEY

ALL MEN TO WHOM THIS PRESENTS SHALL COME, THAT WE, the
Partners of "MAHALAXMI DEVELOPERS" namely :-

(1) MR. ARVIND VISHWANATH DHAIMODKAR, son of Mr. Vishwanath Dhaimodkar, aged 50 years, married, businessman, residing at Flat no. F-1, Ganesh Prasad Building, Khadapaband, Ponda, Goa;

(2) MR. RAJESH RAMESH SHETYE, son of Late Mr. Ramesh V. Shetye, aged 42 years, married, businessman, residing at Plot No.20, "Anandi", near Cottage Hospital, Chicalim, Vasco-da-Gama, Goa;

(3) MRS. ROOPALI P. P. LAWANDE, wife of Mr. Prakash S.P. Lawande aged 39 years, housewife, residing at Flat No. B-102, Mitasu Manor, Sadar, Ponda, Goa;

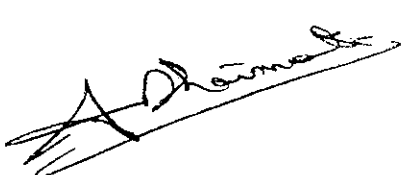
4. MR. SANDEEP YESHWANT KAMAT, son of Mr. Yeshwant V. Kamat, aged 45 years, businessman, residing at H. No.269/C, Aquem - Baixo, Navelim, Salcete, Goa; HEREBY SEND GREETINGS

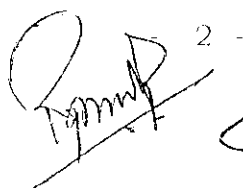
All are Indian Nationals.

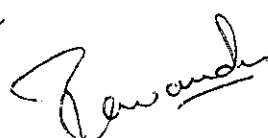
WHEREAS We the partners of "MAHALAXMI DEVELOPERS", a Partnership firm having its registered office at flat No. E2, Mitasu Manor, near zonal agricultural office, Sadar, Ponda, Goa, having come to the conclusion among ourselves that the partners at Sr.nos.2 and 4 i.e. MR. RAJESH RAMESH SHETYE and MR. SANDEEP YESHWANT KAMAT, being preoccupied in their work and other commitments, will be unable to look after or manage the necessary day to day work of our above firm in persons, as such, we the Partners of "MAHALAXMI DEVELOPERS", hereby appoint, nominate, and constitute MR. ARVIND VISHWANATH DHAIMODKAR and MRS. ROOPALI P. P. LAWANDE, as our true and lawful attorneys and confer upon them all such powers to do execute and perform all or any of the following acts, deeds and things singly or jointly as our attorneys may deem fit and proper with respect to the purchase, development, construction, sale, transfer, gift, etc. of any land, plot, etc. or any premises commercial or residential which will be constructed in any of the projects to be built on the land procured by our Partnership Firm "MAHALAXMI DEVELOPERS", i.e.

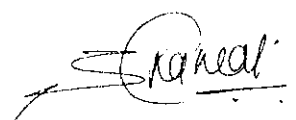
1. To represent us before all local bodied, Government offices, Departments, Authorities, and all offices including Collector, Dy. Collector, Mamiatdars, Panchayats, Municipal Council, any Office of the Sub- Register, Notary Public, Registrar of Co-operative Societies, Electricity Department, Water Supply Department, Public Works Department, SGPDA/PDA, Town & Country Planning Department and all other Revenue Departments, and to file execute present all such papers, documents for the purpose of purchase and/or sale of immovable properties in the name of our Partnership Firm.

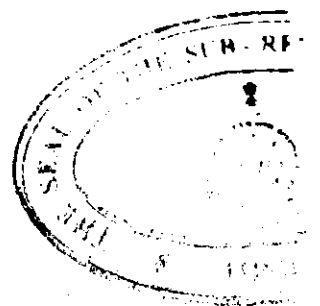
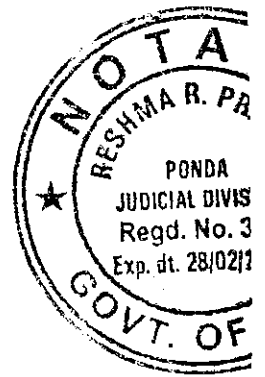
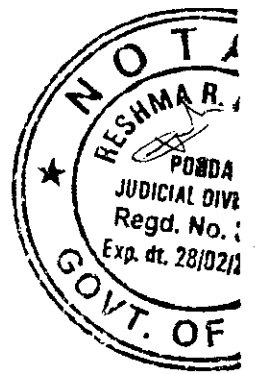
2. To sell and to sign all papers, applications, declarations, documents, Agreements, Deeds, Indentures, etc. for purchasing or selling any lands, plots, constructed premises (commercial or residential), any immovable property in the name of Partnership Firm. To make payments and also to receive the same and issue a valid receipt thereof.

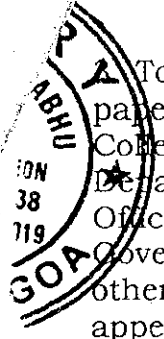












To appear for and represent us and to execute , sign verify and present all papers , documents, instruments, letters before all Municipal Authorities , Collector, Mamlatdar office, Office of Village Panchayat, Water Supply Department, Electricity Department, Treasury , Revenue Offices, settlement Offices, Health Department Officials, Forest Department and all other Government Offices , Semi Government offices before any Magistrate and in all other Revenue Courts and Courts of having Civil, Criminal, Original or appellate, Revision or having Special Jurisdiction before High Court and Supreme Court of India or any Court in India.

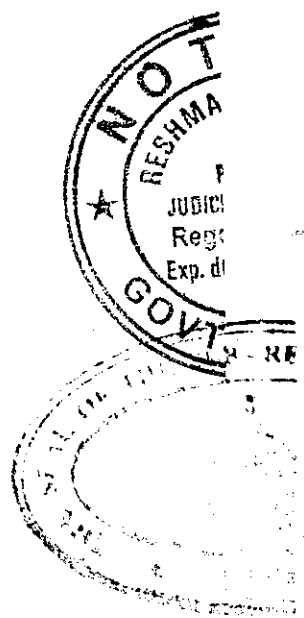
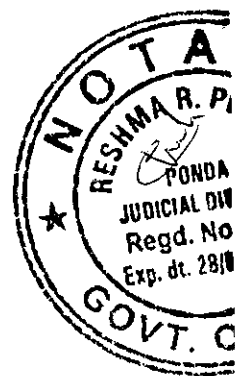
4. To appear for and represent us and to execute , sign, verify and present all papers, documents, Instruments before all Municipal bodies, Corporation, Improvement Trust, Railways, Roadways, Travel Agent, Chambers of Commerce and Industry, Controller of Patents, in all Collector, Treasury, Revenue offices , settlement offices, before any Magistrate and in all courts of Law having Civil, Criminal, Original or appellate, Revision or Special Jurisdiction, including Jurisdiction of any High Court, under Article 226 of the Constitution of India, before any Tribunal or arbitration or other Tribunal or Judicial Authorities, Gift Tax, Wealth Tax, Sales Tax, Income Tax, Service Tax, ESI , PF and any other Government or Semi Government Offices/ Departments anywhere in India.

5. To appoint and engage any Surveyor, Architect, Engineer, Contractor, personnel/ machinery to carry out the required development / construction.

6. To institute, defend and prosecute, enforce or resist any suit or other actions and proceedings, appeals in any Court anywhere within India, in its Civil, Criminal, Revenue, revision or before any Tribunal or arbitration or industrial Court, Income/Sales/ Service Tax authorities by and on behalf of the firm and to file Income Tax returns, to appear and to sign all the necessary documents before them. To act and plead to sign and verify plaint , written statements, affidavits, petitions and other pleadings including pleading under article 226 of the Constitution of India, to give evidence on oath and also to present any Memorandum of Appeal, Tabular Statement, accounts, to accept services of summons, notices and other legal process, enforce Judgement, execute any Decree or order, to appoint and engage on behalf of us Pleaders , attorney, Counsel, Advocates and other legal agents as our attorneys may think fit and proper and to adjust, settle all accounts to refer to arbitration all disputes and differences to appoint Arbitrator or Arbitrators, to file the statement of facts or Counter statement of facts, to proceed with or oppose arbitration proceedings and to apply for Judgement and award or to set aside the award to compromise the cases, to give evidence before any court of law/ Revenue Court, to withdraw the same or to be non-suited and to receive delivery of documents or payments of money or money from any court, offices opposite party either in execution of Decree or order or otherwise.

7. To sign, execute, verify, file, all forms, Affidavits of the Indian Income Tax Act as also to obtain clearance under section 230-A of the Income Tax Act.

8. To apply for, pursue, obtain, receive, recover all kinds of Licenses, permissions, clearances, approvals, sanctions, Construction License, non-agricultural sanad, no objection certificate, NOC for sale from SPDA/PDA, Occupancy Certificate, permissions from Town and Country Planning Departments, Municipalities and all concerned authorities inclusive of Forest Department for cutting/ or transporting of any trees and to obtain their renewals and or extension from time to time. To give the premises on leave and License / Lease basis and also to terminate the same.



9. To appear and admit execution before any Sub-Registrar in the State of Goa, Land Registrar or any other Registering Authority in the State of Goa or anywhere in India by presenting any documents with respect to the purchase and/or sale of Lands / Plots/ Flats / Offices / Shops / Parking space/terraces/ Premises / Units etc., and for that purpose execute all types of documents such as Agreement for Sale, Deed of Sale, Deed of Rectification and Modification, Deed of Partition/Gift/Exchange/Surrender, and all Deeds, Documents, Instruments, Indentures and any type of document for the purpose of Sale in the name of Partnership Firm; to form a Co-operative Housing Society / Maintenance Society and further execute the Conveyance Deed in favour of the Society after completing the entire project.

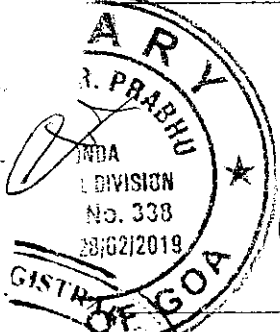
10. To appear before any Bank and/or Financial institution for obtaining Housing Loan, Mortgage loan, cash credit limit or any other loan for necessary construction of any residential / commercial building or any other premises in the name of Partnership Firm and for that purpose to execute any Agreement, Agreement for mortgage, Deed of Mortgage, Deed of Guarantee and all other loan documents, Revival letter, all papers, documents of equitable mortgage by deposit of title deed and to offer the immovable property as a security for the said loan amount. To open a Bank account in the name of Partnership Firm, to create deposit in the name of Partnership Firm or any other type of account in the name of Partnership Firm and to operate the same either Jointly or Singly.

AND GENERALLY to do execute and perform any other acts, deeds and things which in the option of our said attorneys ought to be done , executed and performed in relation to the aforesaid as fully and effectually in all respects as we ourselves could do the same if we were personally present.

AND WE agree and undertake to rectify and confirm all and whatsoever our said attorneys shall do or purported to do by virtue of these presents.

IN WITNESS WHEREOF we have signed and executed this Power of Attorney at Ponda, Goa on this 6th day of the month of August in the year 2014.

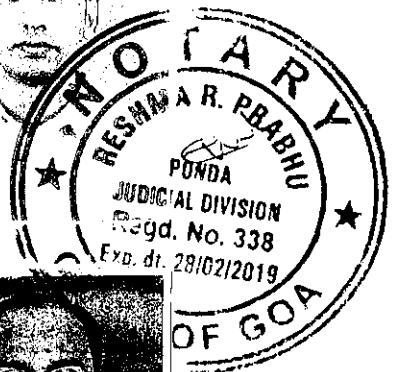
EXECUTANTS



[Signature]

MR. RAJESH RAMESH SHETYE
(Election card No. WUC0219303)

[Signature]



[Signature]

[Signature]

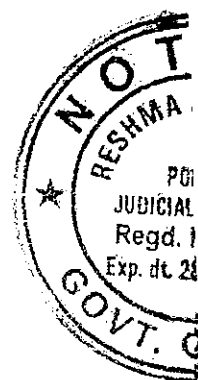
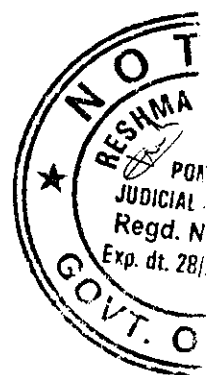
MR. SANDEEP YESHWANT KAMAT
(Election card No. :- MFM 6614960)

[Signature]

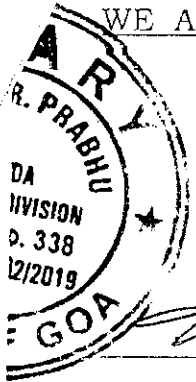
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WE ACCEPT.



[Signature]



MR. ARVIND VISHWANATH DHAIMODKAR



[Signature]

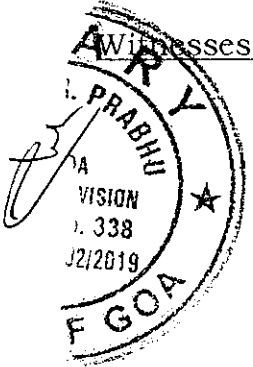


MRS. ROOPALI P. P. LAWANDE

(Pan card No. - *AJVPP2096H.*)

Witnesses :- 1. *M. PARIKSHIT P. NAIK* *PR*

2. _____

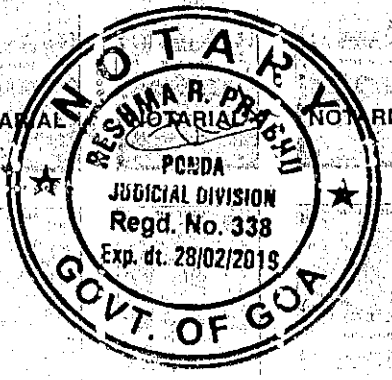


[Signatures of witnesses and parties]

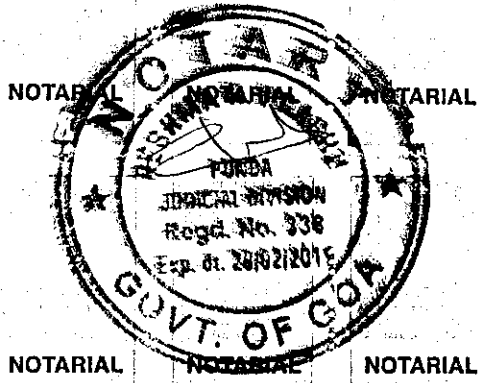


I DO HEREBY ATTEST/THE SIGNATURE/S OF MR./MS. *Arvind V. Dhaimodkar* admit the contents of this *Power of Attorney* WHO IS IDENTIFIED BY *on the basis of* Pan card No. *ADPPD9071J.*

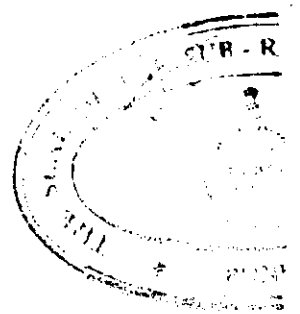
MADE BEFORE ME AND SIGNED BY ME NOTARY OFFICE AT PONDA-GOIA THIS *11* DAY OF *08* 20*14*, Reg. No. *568*, The NOTARY *[Signature]* RESHMA R. PRABHU



NOTARIAL NOTARIAL NOTARIAL



TRUE COPY
NOTARY PUBLIC
PONDA JUDICIAL DIVISION
RESHMA R. PRABHU
Dated: 22/06/2016.
Receipt No. 795 The NOTARY
RESHMA R. PRABHU



EXECUTING PARTIES:-

1. **Smt. SUJATA SURENDRA KHANDEKAR**, widow of late Shri. Surendra Putu Khandekar, aged 68 years, occupation landlady, holding Income Tax Card bearing PAN ABBPK9552B, residential address: Near New Borim Bridge, House No. 112, Betki Wada, Borim, Ponda, Goa.
2. **MR. ARVIND VISHWANATH DHAIMODKAR**, aged 52 years, son of Mr. Vishwanath Dhaimodkar, married, businessman, Indian National, r/o Flat No F-1, Ganesh Prasad Building, Khadapaband, Ponda, Goa, 403401 as constituted Attorney of **MAHALAXMI DEVELOPERS** for self as partner and as constituted Attorney of other Partners.

Executing parties

Nos. are to
three

admits execution of the so called
agreement

Sujata S. Khandekar

Arvind Vishwanath Dhaimodkar

Roopali Prakash P. Lawande

Shri Yeshwant Vasant Subthankar,
Major age, married, business, Indian
National, residing at Borim Ponda
Goa.

and known to the Sub-Registrar
states that he personally knows the
above executant and identifies him

Ponda dated 30/06/2016.

REGISTRAR
PONDA



Arvind Vishwanath Dhaimodkar



Roopali Prakash P. Lawande



Registered No. 1983/16
at pages 300 to 355
Book No. 1 Volume No. 32/2
date 06/07/2016

~~Sub-Registrar~~

