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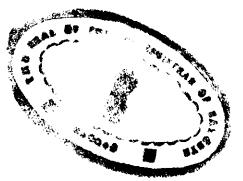
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MIKHIL V. NAIK

#### AGREEMENT FOR SALE

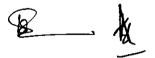
THIS AGREEMENT FOR SALE is under at Margao, Goa on this H the day of September of the year Two Thousand and Lighteen (11/09/2018).



#### **BETWEEN**

I. (a) MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, son of late Vassant Vaikunth Kare, 62 years of age, married, landlord, having PAN No. ADMPK2691L, Aadhar Card No. 8156 1936 9662, and his wife;

(b) MRS. INDIRA SHRIVALLABH KARE, daughter of late Mr. Hari Sinai Cuncolienkar, 60 years of age, married, housewife, having PAN No. ADGPK3927K, Aadhar Card No. 4468 0160 0598, represented herein through her constituted Attorney, MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, appointed by virtue of General Power of Attorney dated 26.02.2015 executed before Notary Public, Adv. Rajiv M. Shinkre at Margao, Goa, registered under No. 84390 dated 26.02.2015, both Indian Nationals, residing at H. No. 3/5376, Gogol, Margao, Goa, hereinafter referred to as the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART;

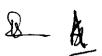


#### <u>AND</u>



M/S. ALCON DEVELOPERS, a partnership firm, registered under Indian Partnership Act, 1932, having its registered office at Sukerkar Mansion, M. G. Road, Panaji, having PAN No. AACFA6290L, represented in this act by its Partner, MR. AAKASH NANDA NAIK KHAUNTE, son of Shri Nanda Sadassiva Naique Counto, 37 years old, married, business, having Aadhar Card No. 5511 8544 0269, Indian National, residing at 141 - Plot 69D, Next to Vastu Hermitage, Chimbel, Ribandar, Tiswadi, Goa, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context shall mean and include any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm) of the OTHER PART;

WHEREAS there exists a property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY" or "GOGOLLA", described in the Land Registration Office of Salcete at Margao under No. 456 at folio 30 of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2)



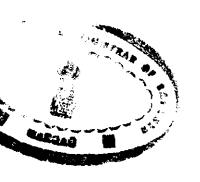
property known as AZULEANCHI TOLLOY or GOGOLLA, described in the Land Registration Office of Salcete at Margao under No. 457 at folio 30 reverse of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1087, together surveyed under Chalta No. 1, sub-division 3, 4, 5 and 14 of P.T. Sheet No. 128 and Chalta No. 1/1, Chalta No. 2/1 and Chalta No. 3/1 of P.T. Sheet No. 127, situated at Gogol, Margao, Goa, hereinafter referred to as the "SAID LARGER PROPERTY" and more particularly described in SCHEDULE I hereunder.

AND WHEREAS the said Larger Property was acquired by late Shri Vassanta Kare and his wife, late Smt. Laxmibai Vassanta Kare, from Shri Jairama Voicunta Sinai Caro and his wife Lalita Jairama Caro, by virtue of Deed of Gift, Sale and Exchange drawn on 15<sup>th</sup> January 1961 before Interim Notary of Judicial Division of Salcete, Shri Raul Gerson Purificacao de Santa Rita Vaz, recorded at page 30 reverse onwards of the Deeds No. 1117.

AND WHEREAS the said Shri Vassanta Kare expired on 22<sup>nd</sup> May 1976 leaving behind his widow, Smt. Laxmibai Vassant Kare as his moiety holder and his sole and universal heirs, his three children, namely (i) Shri Vaikunth Vassant Kare married to Smt. Shanta Vaikunth Kare, (ii) Shri



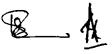
Shrivallabh Vassant Kare married to Smt. Indira Shrivallabh Kare and (iii) Smt. Tejaswini Nagesh Naik Kurade married to Shri Nagesh Sagoon Naik Kurade.



AND WHEREAS by Deed of Relinquishment of Illiquid and Undivided Rights dated 22<sup>nd</sup> December 1984, drawn at pages 85R (overleaf) onwards of Register of Deeds under No. 1299 and recorded in the books of the ex-officio Notary of Salcete at Margao, namely, Shri Joanes Agnelo Lino Rodrigues, Smt. Tejaswini Nagesh Naik Kurade alongwith her husband, Shri Nagesh Sagoon Naik Kurade relinquished freely and voluntarily their illiquid and undivided rights to the estate left behind by their late father/father-in-law, Shri Vassanta Kare in favour of other co-heirs.

AND WHEREAS by virtue of Deed of Succession drawn on 25<sup>th</sup> February 1987 before Ex-officio Notary of Salcete, recorded at page 54 overleaf onwards of Register of Deeds under No. 1309, Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare became sole owners and possessors of the said Larger Property/estate left by late Shri Vassanta Kare.

AND WHEREAS the portion of the said Larger Property initially surveyed under Chalta Nos. 1, 2 and 3, sub-division 1 of P.T. Sheet No.



127 and Chalta No. 1 sub-divisions 3, 4, 5 and 14 of P.T. Sheet No. 128, having an area of about 18,994.00 square meters or thereabout, forms an independent and separate property, which shall hereinafter referred to as the "said Property" and more particularly described in SCHEDULE II hereunder.

AND WHEREAS vide Deed of Partition dated 21<sup>st</sup> May 2007 registered in the Office of the Sub-Registrar of Salcete, Margao under No. 2556 at pages 211 to 248 of Book No. I Vol. 2474 dated 24/05/2007, (hereinafter referred to as the "SAID DEED") executed by and between the owners Smt. Laxmibai Vassant Kare as First Party, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare as Second Party and Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Third Party, wherein the said Property was partitioned and divided into 40 plots numbered as Plot Nos. 1 to 40 and Plot Nos. 1 to 40 are described in Schedule C of the Said Deed.

AND WHEREAS vide SAID DEED Plot Nos. 1 to 40 were partitioned as under:

a) Plot Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 33, 35, 37 and 39 of the Said Property were allotted to Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare.



b) Plot Nos. 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 31, 32, 34, 36 and 38 of the said Property were allotted to Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.



- c) Plot Nos. 29 and 40 of the said Property and the internal private roads/reserve road area etc., were jointly allotted to Shri Vaikunth Vassant Kare and his wife, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife, Smt. Indira Shrivallabh Kare.
- d) And the usufructory rights in respect of all Plot Nos. 1 to 40 as described in Schedule C of the SAID DEED, were allotted to Smt. Laxmibai Vassanta Kare.

AND WHEREAS by Agreement dated 29/10/2009 ("SAID AGREEMENT") entered into between Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Owners and M/s. Alcon Developers as Developers therein, the Owners entrusted the work of development of the plots described in Schedule C of the SAID AGREEMENT to the Developers on the terms and conditions recorded under the SAID AGREEMENT.

AND WHEREAS pursuant to the SAID AGREEMENT, Developers carried out development of the said plots described in Schedule "C" of the SAID



AGREEMENT and the said development was named as "Vasant Nagar-Phase II".



AND WHEREAS the parties to the SAID AGREEMENT have complied with all the terms and conditions as stipulated in the SAID AGREEMENT and as agreed mutually, the allotment of balance plots were effected in respective proportion between the Owners and Developers therein.

AND WHEREAS Smt. Laxmibai Vassant Kare expired on 24/10/2017, and upon her demise, the usufructory rights extinguished.

AND WHEREAS subsequent to the respective allotment in terms of the SAID AGREEMENT and on mutual understanding that concluded between the parties to the SAID AGREEMENT, the parties to the SAID AGREEMENT further proposed a development scheme on Plot Nos. 25, admeasuring 311 sq.mtrs, Plot No. 27, admeasuring 309 sq.mtrs, standing unto the absolute ownership and possession of the Owners Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare, Plot Nos. 26, admeasuring 309 sq.mtrs, Plot No. 28, admeasuring 240 sq.mtrs standing unto the absolute ownership and possession of the Owners Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare and Plot Nos. 29, admeasuring 1381 sq.mtrs, Plot No. 40, admeasuring 540 sq.mtrs and the Internal private Road/reserve road area admeasuring 1605



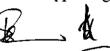
sq.mtrs, standing unto the absolute ownership and possession of Owners jointly i.e Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.



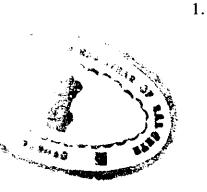
AND WHEREAS the Owners are no longer interested in proposed development scheme on such plots and have expressed their desire to sell their respective plots to M/s. Alcon Developers, the PURCHASER herein.

AND WHEREAS in light of above, the VENDORS herein i. e. Mr. Shrivallabh Vassant Kare and his wife Mrs. Indira Shrivallabh Kare are the absolute Owners and in possession of Plot No. 25 admeasuring 311 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 19 of P.T. Sheet No. 127, which plot is hereinafter referred to as the "SAID PLOT" and more particularly described in SCHEDULE III hereunder and identified in the plan hereto annexed with red hatched lines in the plan annexed hereto as Annexure-1

AND WHEREAS the VENDORS have agreed to sell to the PURCAHSER and the PURCHASER have agreed to purchase the SAID PLOT for the total consideration of Rs. 35,41,560/- (Rupees Thirty Five Lakhs Forty One Thousand Five Hundred Sixty Only) upon the terms and subject to the conditions hereinafter appearing.



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:—



- The VENDORS shall sell and the PPURCHASER shall purchase all that SAID PLOT bearing No. Plot No. 25 admeasuring 311 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 19 of P.T. Sheet No. 127, which plot is more particularly described in Schedule III hereunder written and delineated in red in the plan annexed hereto as Annexure-1, together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PLOT belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto, free from all encumbrances, for the total consideration of Rs. 35,41,560/- (Rupees Thirty Five Lakhs Forty One Thousand Five Hundred Sixty Only) which is the present market value.
- 2. The aforesaid total consideration of Rs. 35,41,560/- (Rupees Thirty Five Lakhs Forty One Thousand Five Hundred Sixty Only) shall be paid by the PURCHASER to the VENDORS in the following manner that is to say:—

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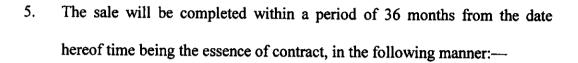
(a) Rs. 6,37,481/- (Rupees Six Lakhs Thirty Seven Thousand Four Hundred Eighty One only) as part consideration amount, shall be paid on or before the execution of these presents (the payment and receipt whereof the VENDORS doth hereby admit and acknowledge); and



- (b) Rs. 12,00,353/- (Rupees Twelve Lakhs Three Hundred Fifty Three only) as part consideration amount shall be paid on or before 30<sup>th</sup> September, 2019.
- (c) Rs. 11,22,911/- (Rupees Eleven Lakhs Twenty Two Thousand Nine Hundred Eleven only) as part consideration amount shall be paid on or before 30<sup>th</sup> September 2020.
- (d) Rs. 10,45,469/- (Rupees Ten Lakhs Forty Five Thousand Four Hundred Sixty Nine only) as balance consideration shall be paid on or before 30<sup>th</sup> September 2021 or upon execution of Sale Deed, whichever is earlier.
- The area of the SAID PLOT is 311 sq.mts., according to the documents of title and/or Government Records and the same shall be taken as correct and accepted by the PURCHASER.
- 4. The VENDORS shall make out a marketable title to the SAID PLOT free from all encumbrances, doubts and claims and shall at their own costs and



expenses get in all outstanding estates and clear all defects in the title encumbrances and claims by way of sale exchange, mortgage, gift, trust, inheritance, possession lease, lien, easement or otherwise.



- (a) The PURCHASER shall make payment of balance consideration amount to the VEDNORS as provided in Clause 2(d) above;
- (b) Handing over of vacant and peaceful possession of the SAID PLOT by the VENDORS to the PURCHASERS as Owners thereof against execution of Deed of Conveyance.
- (c) The VENDORS shall deliver to the PURCHASERS all title deeds, documents and papers exclusively relating to the SAID PLOT in their possession;
- (d) The VENDORS shall execute and deliver to the PURCHASER or their nominee or nominees such Conveyance document or documents or assurances as may be required for effectuating a proper transfer of the SAID PLOT to the names of the PURCHASER or their nominee or nominees.

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- (e) The VENDORS shall execute a suitable General Irrevocable Power of Attorney in favour of the PURCHASER and/or their nominees to deal with the SAID PLOT as full owners thereof including appointing Architects, preparing and submitting building and other plans for development of the SAID PLOT, making representations to and appearing before various authorities to make, sign, deliver and carry on correspondence, applications, writings, undertakings, affidavits etc. The said General Irrevocable Power of Attorney shall be valid throughout to enable the PURCHASER and/or their nominees to effectively transfer the SAID PLOT in their favour.
- 6. It is hereby agreed between the Parties hereto that the balance consideration payable under clause 2 (b), (C) and (d) by the PURCHASER to the VENDORS, shall carry a simple interest @ 8% (eight percent) from the date of execution of this presents till date of actual payments. The PURCHASER however reserves the right to effect payment well before the stipulated dates and the payment of interest as stated hereinabove shall be chargeable only upto the date of actual payment.
- 7. The VENDORS hereby declares and confirms as under:—
  - (a) The VENDORS are otherwise well and sufficiently entitled to the SAID PLOT described in the Schedule III hereunder written and the



same is their ancestral inherited property. Their title to the SAID PLOT is free and marketable.

- (b) No other person except the VENDORS has any right, claim or demand in respect of the SAID PLOT or any part thereof.
- The VENDORS have not created any sale, gift, mortgage, charge, (c) lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the SAID PLOT and the SAID PLOT is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and the VENDORS hereby declares that they shall hereafter not create third party rights of whatsoever nature respect SAID PLOT.
- (d) The VENDORS have not entered into any agreement or arrangement, oral or written with regard to the sale of the SAID PLOT; and
- (e) There are no proceedings instituted by or against the VENDORS in respect of the SAID PLOT and pending in any Court or before any authority and the SAID PLOT is not under any *lispendens*.
- 8. The VENDORS further declares that no notices including any notice for acquisition, requisition or set back by the Government Central or State or by





the Municipal Corporation or any other local, or public body or authority in respect of the SAID PLOT have been issued upon or received by the VENDORS or their agent or any person on their behalf.

- 9. In the event of the sale not being completed due to any willful default on the part of the VENDORS, the PURCHASER shall have the right to require specific performance by the VENDORS of this Agreement.
- 10. In the event of the sale not being completed due to any willful default on the part of the PURCHASER, the VENDORS shall have the right to require specific performance by the PURCHASER of this Agreement.
- 11. The VENDORS shall pay all assessments, rents, rates, taxes and out goings in respect of the SAID PLOT previous to the day of handing over possession and the completion of the sale.
- 12. The PURCHASER upon execution hereon are permitted to commence development work including amalgamation if need be and construction of Multi- storeyed Building/(s) for residence as well as for commercial purpose in the said Plot.
- 13. The stamp-duty, registration charges and all other out of pocket expenses payable on this Agreement, General Irrevocable Power of Attorney and on





the Deed of Conveyance shall be borne and paid by the PURCHASER alone and each party shall bear and pay their own expenses including their own Advocates professional fees.

#### **SCHEDULE I**

## (DESCRIPTION OF SAID LARGER PROPERTY)

All that property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 456 at folios 30 of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as "AZULEANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 457 at folios 30 reverse of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No.1087, situated at Gogol, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and bounded on the east and south by property of Narcinva Kare and others, on the north by property of heirs of Vassant Kare and on the west by property under Chalta No.1 sub-div.2 of P. T. Sheet No.128, now road.





### (DESCRIPTION OF SAID PROPERTY)

All that part of the said property described in the SCHEDULE "I" herein above, which part was formerly surveyed under Chalta Nos. 1, 2 and 3 sub- division 1 of P. T. Sheet No. 127 and Chalta No.1 sub-divisions 3, 4, 5 and 14 of P. T. Sheet No. 128 of Margao City Survey, having an area of 18,994.00 square meters or thereabouts and bounded on the east by property surveyed under Chalta No. 1 of P. T. Sheet No. 126, on the west by road, on the north by road and property surveyed under Chalta Nos. 1, 25, 2,31, 28 and 3 of P. T. Sheet No.122 and on the south by Chalta No. 1, sub-divisions 2, 6, 7 of P. T. Sheet No. 128 and Chalta Nos. 1, 2, 3 sub-divisions 2 and 5 of P. T. Sheet No.127.

#### SCHEDULE III

#### (DESCRIPTION OF SAID PLOT)

ALL THAT PLOT NO. 25 admeasuring 311 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 19 of P.T. Sheet No. 127 and bounded as under.

East: By Chalta. No. 20 (Plot No. 26)

West: By Chalta No. 18 (Plot No. 24)

North: By Property bearing Chalta No. 1 of P.T. Sheet No. 122

South: By Internal road

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IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands, photographs and finger prints on the day and year first hereinabove written:

SIGNED, SEALED AND DELIVERED)
By the withinnamed the VENDORS)
MR. SHRIVALLABH VASSANT KARE
alias SRI VALLABH VASSANTA KARE
For self and as Power of Attorney for
MRS. INDIRA SHRIVALLABH KARE



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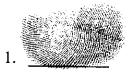
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SIGNED, SEALED AND DELIVERED
by the withinnamed PURCHASER
M/S. ALCON DEVELOPERS, through its
Authorized Partner
MR. AAKASH NANDA NAIK KHAUNTE)



## **Left Hand Finger Impression**











## Right Hand Finger Impression

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## Office of Sub-Registrar Salcete/Margao

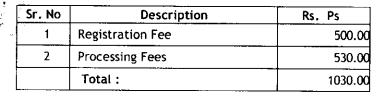
#### Government of Goa

Print Date & Time: 11-09-2018 03:06:33 PM

Document Serial Number: 4075

Presented at 12:43:00 PM on 11-09-2018 in the office of the Sub-Registrar (Salcete/Margao) Along with

fees paid as follows:



Stamp Duty Required: 102707.00 Stamp Duty Paid: 102710.00

#### Nikhil V Naik presenter

Name	Photo	Thumb Impression	Signature
Nikhil V Naik , UnMarried,Indian,age 27 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012			tuli

#### Endorsements

#### **Executant**

1 . Shrivallabh Vassant Kare alias Sri Vallabh Vassanta Kare, s/o. late Vassant Vaikunth Kare , Married,Indian,age 62 Years,Land Lord,r/oGogol, Margao, Salcete, Goa. forself and power of attorney for the Vendor no.(b) vide POA dated 26/02/2015, executed before Notary Shri Adv. Rajiv Mukund Shinkre, Margao Goa, under Reg. No.84390/2015

Photo	Thumb Impression	Signature
		Som

2 . Nikhil V Naik, UnMarried,Indian,age 27 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012

Photo	Thumb Impression	Signature
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Ident	tification	
Sr No.	Witness Details	Signature
1	Sunil Govenkar , s/o. Jaga Govenkar ,Married,Indian,age 43 Years,Service,r/o H.No. 473 Nerul Bardez GOa	5. lute

Sub-Registrar

# Book-1 Document Registration Number MGO-BK1-04038-2018 CD Number MGOD128 on Date 11-09-2018



Sub-Registrar (Salcete/Margao ) 🤭 🕆

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

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(Rupees One Lakh Two Thousand Ninety Only)

D-5/STP(V)/C.R./35/34/2011-RD

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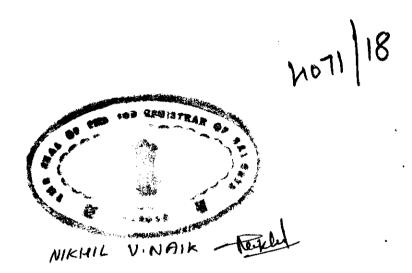
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🕏 **Rs.0102090/-** PB7147

INDIA

**GOA** 

Nums of Purchaser M/s. Alcon Developers

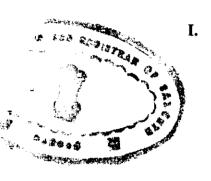


#### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Margao, Goa on this 11th day of September of the year Two Thousand and Eighteen (11/09/2018).



#### **BETWEEN**

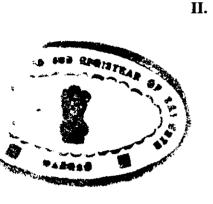


- (a) MR. VAIKUNTH VASSANT KARE alias VAIKUNTA VASSANTA KARE alias AJIT VASSANT KARE, son of late Vassant Vaikunth Kare, 68 years of age, married, landlord, having PAN No. ADMPK3166G, Aadhar Card No. 7835 6705 1548 and his wife;
- (b) MRS. SHANTA VAIKUNTH KARE, daughter of late Keshav Sinai Nadkarni, 67 years of age, married, housewife, having PAN No. ADGPK3925M, Aadhar Card No. 4002 1683 0869, both Indian Nationals, residing at H. No. 3/5393, Gogol, Margao, Goa, hereinafter referred to as the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART;

The VENDORS herein are represented through their constituted Attorney, MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, appointed by virtue of General Power of Attorney dated 26.02.2015 executed before Notary Public, Adv. Rajiv M. Shinkre at Margao Goa, registered under No. 84390 dated 26.02.2015.



#### <u>AND</u>



M/S. ALCON DEVELOPERS, a partnership firm, registered under Indian Partnership Act, 1932, having its registered office at Sukerkar Mansion, M. G. Road, Panaji, having PAN No. AACFA6290L, represented in this act by its Partner, MR. AAKASH NANDA NAIK KHAUNTE, son of Shri Nanda Sadassiva Naique Counto, 37 years old, married, business, having Aadhar Card No. 5511 8544 0269, Indian National, residing at 141 - Plot 69D, Next to Vastu Hermitage, Chimbel, Ribandar, Tiswadi, Goa, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context shall mean and include any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm) of the OTHER PART:

WHEREAS there exists a property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY" or "GOGOLLA", described in the Land Registration Office of Salcete at Margao under No. 456 at folio 30 of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as AZULEANCHI



TOLLOY or GOGOLLA, described in the Land Registration Office of Salcete at Margao under No. 457 at folio 30 reverse of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1087, together surveyed under Chalta No. 1, sub-division 3, 4, 5 and 14 of P.T. Sheet No. 128 and Chalta No. 1/1, Chalta No. 2/1 and Chalta No. 3/1 of P.T. Sheet No. 127, situated at Gogol, Margao, Goa, hereinafter referred to as the "SAID LARGER PROPERTY" and more particularly described in SCHEDULE I hereunder.

AND WHEREAS the said Larger Property was acquired by late Shri Vassanta Kare and his wife, late Smt. Laxmibai Vassanta Kare, from Shri Jairama Voicunta Sinai Caro and his wife Lalita Jairama Caro, by virtue of Deed of Gift, Sale and Exchange drawn on 15<sup>th</sup> January 1961 before Interim Notary of Judicial Division of Salcete, Shri Raul Gerson Purificacao de Santa Rita Vaz, recorded at page 30 reverse onwards of the Deeds No. 1117.

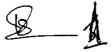
AND WHEREAS the said Shri Vassanta Kare expired on 22<sup>nd</sup> May 1976 leaving behind his widow, Smt. Laxmibai Vassant Kare as his moiety holder and his sole and universal heirs, his three children, namely (i) Shri Vaikunth Vassant Kare married to Smt. Shanta Vaikunth Kare, (ii) Shri Shrivallabh Vassant Kare married to Smt. Indira Shrivallabh Kare and (iii) Smt. Tejaswini Nagesh Naik Kurade married to Shri Nagesh Sagoon Naik Kurade.



AND WHEREAS by Deed of Relinquishment of Illiquid and Undivided Rights dated 22<sup>nd</sup> December 1984, drawn at pages 85R (overleaf) onwards of Register of Deeds under No. 1299 and recorded in the books of the ex-officio Notary of Salcete at Margao, namely, Shri Joanes Agnelo Lino Rodrigues, Smt. Tejaswini Nagesh Naik Kurade alongwith her husband, Shri Nagesh Sagoon Naik Kurade relinquished freely and voluntarily their illiquid and undivided rights to the estate left behind by their late father/father-in-law, Shri Vassanta Kare in favour of other co-heirs.

AND WHEREAS by virtue of Deed of Succession drawn on 25<sup>th</sup> February 1987 before Ex-officio Notary of Salcete, recorded at page 54 overleaf onwards of Register of Deeds under No. 1309, Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare became sole owners and possessors of the said Larger Property/estate left by late Shri Vassanta Kare.

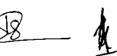
and whereas the portion of the said Larger Property initially surveyed under Chalta Nos. 1, 2 and 3, sub-division 1 of P.T. Sheet No. 127 and Chalta No. 1 sub-divisions 3, 4, 5 and 14 of P.T. Sheet No. 128, having an area of about 18,994.00 square meters or thereabout, forms an independent and separate property, which shall hereinafter referred to as the "said Property" and more particularly described in SCHEDULE II hereunder.



AND WHEREAS vide Deed of Partition dated 21st May 2007 registered in the Office of the Sub-Registrar of Salcete, Margao under No. 2556 at pages 211 to 248 of Book No. I Vol. 2474 dated 24/05/2007 (hereinafter referred to as the "SAID DEED") executed by and between the owners Smt. Laxmibai Vassant Kare as First Party, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare as Second Party and Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Third Party, wherein the said Property was partitioned and divided into 40 plots numbered as Plot Nos. 1 to 40 and Plot Nos. 1 to 40 are described in Schedule C of the Said Deed.

AND WHEREAS vide SAID DEED Plot Nos. 1 to 40 were partitioned as under:

- a) Plot Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 33, 35, 37 and 39 of the Said Property were allotted to Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare.
- b) Plot Nos. 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 31, 32, 34, 36 and 38 of the said Property were allotted to Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.
- c) Plot Nos. 29 and 40 of the said Property and the internal private roads/reserve road area etc., were jointly allotted to Shri Vaikunth Vassant Kare



and his wife, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife, Smt. Indira Shrivallabh Kare.

d) And the usufructory rights in respect of all Plot Nos. 1 to 40 as described in Schedule C of the SAID DEED, were allotted to Smt. Laxmibai Vassanta Kare.



AND WHEREAS by Agreement dated 29/10/2009 ("SAID AGREEMENT") entered into between Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Owners and M/s. Alcon Developers as Developers therein, the Owners entrusted the work of development of the plots described in Schedule C of the SAID AGREEMENT to the Developers on the terms and conditions recorded under the SAID AGREEMENT.

AND WHEREAS pursuant to the SAID AGREEMENT, Developers carried out development of the said plots described in Schedule "C" of the SAID AGREEMENT and the said development was named as "Vasant Nagar-Phase II".

AND WHEREAS the parties to the SAID AGREEMENT have complied with all the terms and conditions as stipulated in the SAID AGREEMENT and as agreed mutually, the allotment of balance plots were effected in respective proportion between the Owners and Developers therein.



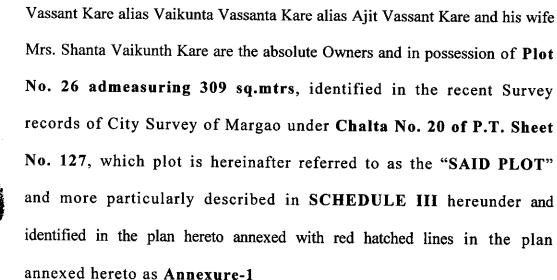
AND WHEREAS Smt. Laxmibai Vassant Kare expired on 24/10/2017, and upon her demise, the usufructory rights extinguished.



AND WHEREAS subsequent to the respective allotment in terms of the SAID AGREEMENT and on mutual understanding that concluded between the parties to the SAID AGREEMENT, the parties to the SAID AGREEMENT further proposed a development scheme on Plot Nos. 25, admeasuring 311 sq.mtrs, Plot No. 27, admeasuring 309 sq.mtrs, standing unto the absolute ownership and possession of the Owners Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare, Plot Nos. 26, admeasuring 309 sq.mtrs, Plot No. 28, admeasuring 240 sq.mtrs standing unto the absolute ownership and possession of the Owners Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare and Plot Nos. 29, admeasuring 1381 sq.mtrs, Plot No. 40, admeasuring 540 sq.mtrs and the Internal private Road/reserve road area admeasuring 1605 sq.mtrs, standing unto the absolute ownership and possession of Owners jointly i.e Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.

AND WHEREAS the Owners are no longer interested in proposed development scheme on such plots and have expressed their desire to sell their respective plots to M/s. Alcon Developers, the PURCHASER herein.





AND WHEREAS the VENDORS have agreed to sell to the PURCAHSER and the PURCHASER have agreed to purchase the SAID PLOT for the total consideration of Rs. 35,20,090/- (Rupees Thirty Five Lakhs Twenty Thousand Ninety Only) upon the terms and subject to the conditions hereinafter appearing.

AND WHEREAS in light of above, the VENDORS herein i.e Mr. Vaikunth

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:—

1. The VENDORS shall sell and the PPURCHASER shall purchase all that SAID PLOT bearing No. Plot No. 26 admeasuring 309 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 20 of P.T. Sheet No. 127, which plot





is more particularly described in <u>Schedule III</u> hereunder written and delineated in red in the plan annexed hereto as **Annexure-1**, together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the **SAID PLOT** belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto, free from all encumbrances, for the total consideration of **Rs. 35,20,090/-** (Rupees Thirty Five Lakhs Twenty Thousand Ninety Only) which is the present market value.

- 2. The aforesaid total consideration of Rs. 35,20,090/- (Rupees Thirty Five Lakhs Twenty Thousand Ninety Only) shall be paid by the PURCHASER to the VENDORS in the following manner that is to say:—
  - (a) Rs. 6,33,616/- (Rupees Six Lakhs Thirty Three Thousand Six Hundred Sixteen only) as part consideration amount, shall be paid on or before the execution of these presents (the payment and receipt whereof the VENDORS doth hereby admit and acknowledge); and
  - (b) Rs. 11,93,076/- (Rupees Eleven Lakhs Ninety Three Thousand Seventy Six only) as part consideration amount shall be paid on or before on or before 30<sup>th</sup> September, 2019.



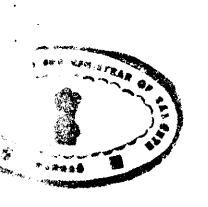
- (c) Rs. 11,16,103/- (Rupees Eleven Lakhs Sixteen Thousand One Hundred and Three only) as part consideration amount shall be paid on or before 30<sup>th</sup> September 2020.
- (d) Rs. 10,39,131/- (Rupees Ten Lakhs Thirty Nine Thousand One Hundred Thirty One only) as balance consideration shall be paid on or before 30<sup>th</sup> September 2021 or upon execution of Sale Deed, whichever is earlier.
- The area of the SAID PLOT is 309 sq.mts., according to the documents of title and/or Government Records and the same shall be taken as correct and accepted by the PURCHASER.
- 4. The VENDORS shall make out a marketable title to the SAID PLOT free from all encumbrances, doubts and claims and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title encumbrances and claims by way of sale exchange, mortgage, gift, trust, inheritance, possession lease, lien, easement or otherwise.
- 5. The sale will be completed within a period of 36 months from the date hereof time being the essence of contract, in the following manner:—



- (a) The PURCHASER shall make payment of balance consideration amount to the VEDNORS as provided in Clause 2(d) above;
- (b) Handing over of vacant and peaceful possession of the SAID PLOT by the VENDORS to the PURCHASERS as Owners thereof against execution of Deed of Conveyance.
- (c) The VENDORS shall deliver to the PURCHASERS all title deeds, documents and papers exclusively relating to the SAID PLOT in their possession;
- (d) The VENDORS shall execute and deliver to the PURCHASER or their nominee or nominees such Conveyance document or documents or assurances as may be required for effectuating a proper transfer of the SAID PLOT to the names of the PURCHASER or their nominee or nominees.
- (e) The VENDORS shall execute a suitable General Irrevocable Power of Attorney in favour of the PURCHASER and/or their nominees to deal with the SAID PLOT as full owners thereof including appointing Architects, preparing and submitting building and other plans for development of the SAID PLOT, making representations to and appearing before various authorities to make, sign, deliver and carry on correspondence, applications, writings, undertakings, affidavits



etc. The said General Irrevocable Power of Attorney shall be valid throughout to enable the PURCHASER and/or their nominees to effectively transfer the SAID PLOT in their favour.

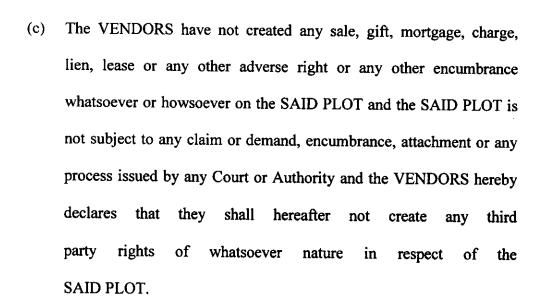


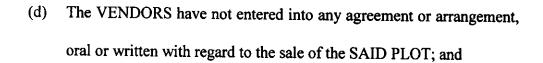
6. It is hereby agreed between the Parties hereto that the balance consideration payable under clause 2 (b), (C) and (d) by the PURCHASER to the VENDORS, shall carry a simple interest @ 8% (eight percent) from the date of execution of this presents till date of actual payments. The PURCHASER however reserves the right to effect payment well before the stipulated dates and the payment of interest as stated hereinabove shall be chargeable only upto the date of actual payment.

## 7. The VENDORS hereby declares and confirms as under:—

- (a) The VENDORS are otherwise well and sufficiently entitled to the SAID PLOT described in the Schedule III hereunder written and the same is their ancestral inherited property. Their title to the SAID PLOT is free and marketable.
- (b) No other person except the VENDORS has any right, claim or demand in respect of the SAID PLOT or any part thereof.







- (e) There are no proceedings instituted by or against the VENDORS in respect of the SAID PLOT and pending in any Court or before any authority and the SAID PLOT is not under any lispendens.
- 8. The VENDORS further declares that no notices including any notice for acquisition, requisition or set back by the Government Central or State or by the Municipal Corporation or any other local, or public body or authority in respect of the SAID PLOT have been issued upon or received by the VENDORS or their agent or any person on their behalf.

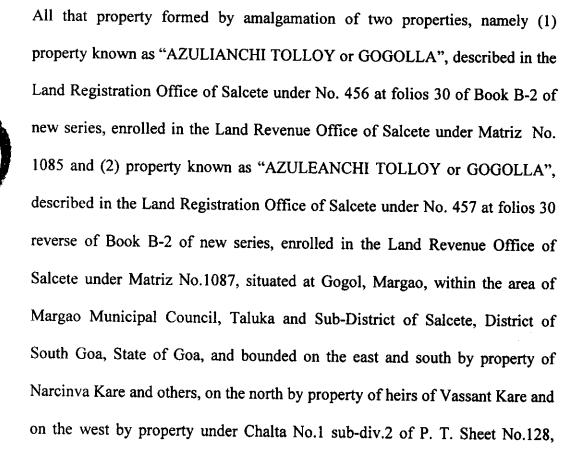


- 9. In the event of the sale not being completed due to any willful default on the part of the VENDORS, the PURCHASER shall have the right to require specific performance by the VENDORS of this Agreement.
- 10. In the event of the sale not being completed due to any willful default on the part of the PURCHASER, the VENDORS shall have the right to require specific performance by the PURCHASER of this Agreement.
- 11. The VENDORS shall pay all assessments, rents, rates, taxes and out goings in respect of the SAID PLOT previous to the day of handing over possession and the completion of the sale.
- 12. The PURCHASER upon execution hereon are permitted to commence development work including amalgamation if need be and construction of Multi- storeyed Building/(s) for residence as well as for commercial purpose in the said Plot.
- 13. The stamp-duty, registration charges and all other out of pocket expenses payable on this Agreement, Irrevocable Power of Attorney and on the Deed of Conveyance shall be borne and paid by the PURCHASER alone and each party shall bear and pay their own expenses including their own Advocates professional fees.



#### **SCHEDULE I**

#### (DESCRIPTION OF SAID LARGER PROPERTY)



#### SCHEDULE II

#### (DESCRIPTION OF SAID PROPERTY)

All that part of the said property described in the SCHEDULE "I" herein above, which part was formerly surveyed under Chalta Nos. 1, 2 and 3 sub-division 1 of



now road.

P. T. Sheet No. 127 and Chalta No.1 sub-divisions 3, 4, 5 and 14 of P. T. Sheet No. 128 of Margao City Survey, having an area of 18,994.00 square meters or thereabouts and bounded on the east by property surveyed under Chalta No. 1 of P. T. Sheet No. 126, on the west by road, on the north by road and property surveyed under Chalta Nos. 1, 25, 2,31, 28 and 3 of P. T. Sheet No.122 and on the south by Chalta No. 1, sub-divisions 2, 6, 7 of P. T. Sheet No. 128 and Chalta Nos. 1, 2, 3 sub-divisions 2 and 5 of P. T. Sheet No.127.

#### **SCHEDULE III**

### (DESCRIPTION OF SAID PLOT)

ALL THAT **PLOT NO. 26** admeasuring 309 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 20 of P.T. Sheet No. 127 and bounded as under.

East : By Chalta No. 21 ( Plot No. 27 )

West: By Chalta No. 19 (Plot No. 25)

North: By Property bearing Chalta No. 1 of P.T. Sheet No. 122

South: By Internal Road

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands, photographs and finger prints on the day and year first hereinabove written:



SIGNED, SEALED AND DELIVERED)
By the withinnamed the VENDORS)
MR. VAIKUNTH VASSANT KARE alias
VAIKUNTA VASSANTA KARE alias
AJIT VASSANT KARE
MRS. SHANTA VAIKUNTH KARE
Represented through their
Power of Attorney
MR. SHRIVALLABH VASSANT KARE
alias SRI VALLABH VASSANTA KARE



### Left Hand Finger Impression

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### Right Hand Finger Impression

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SIGNED, SEALED AND DELIVERED by the withinnamed PURCHASER M/S. ALCON DEVELOPERS, through its Authorized Partner MR. AAKASH NANDA NAIK KHAUNTE)



3

# Left Hand Finger Impression











### Right Hand Finger Impression

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IN THE PRESENCE OF WITNESSES:-

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#### Office of Sub-Registrar Salcete/Margao

#### Government of Goa

Print Date & Time: 11-09-2018 01:40:51 PM

Document Serial Number: 4071

Presented at 12:26:00 PM on 11-09-2018 in the office of the Sub-Registrar (Salcete/Margao) Along with

fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fees	530.00
	Total:	1030.00

Stamp Duty Required:

101561.00

Stamp Duty Paid: 102090.00

#### Nikhil V. Naik presenter

Name	Photo	Thumb Impression	Signature
Nikhil V. Naik,s/o. Vasant Naik, UnMarried,Indian,age 27 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012			Rugh

#### **Endorsements**

#### Executant

1 . Shrivallabh Vassant Kare alias Sri. Vallabh Vassanta Kare, s/o. late Vassant Vaikunth Kare , Married,Indian,age 60 Years,Land Lord,r/oGogol, Margao, Salcete, Goa. as the POA of Vendor No.1 and 2 vide POA dated 26/02/2015, executed before Notary Shri Adv. Rajiv Mukund Shinkre, Margao Goa, under Reg. No.84390/2015

Photo	Thumb Impression	Signature
		Some

2 . Nikhil V. Naik, s/o. Vasant Naik, UnMarried,Indian,age 27 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012



Photo	Thumb Impression	Signature
		Twell

#### Identification

Sr No.	Witness Details	Signature
1	Sunil Govenkar , s/o. Jaga Govenkar ,Married,Indian,age 43 Years,Service,r/o H.No. 473 Nerul Bardez GOa	S. Leel

canned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

11/Sep(2018/2)29/29/

Book-1 Document Registration Number MGO-BK1-04037-2018 CD Number MGOD128 on Date 11-09-2018

Sub-Registra (Salcete/Margao )

7.73-REGISTRAD

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Signature:-

ned and Developed by C-DAC, ACTS, Pune

CRUPELS ONE Lakh Two Thousand Ninety Only)
CITIZEN CREDIT CO-OF BANK LTD SURVEY NO. 125/2, PLOT NO: 158
NEAR TEEN BUILDING
NEAR TEEN BUILDING
118931
SEP 10 2018

D-5/STP(V)/C.R./35/34/2011-RD

Rs.0102090/- PB7147

INDIA

STAMP DUTY

**GOA** 

Mana of Physics Ms. Alcon Developers



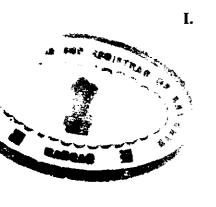
NIKHIL V. NAIK

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Margao, Goa on this 11th day of September of the year Two Thousand and Fighteen (11/09/2018).

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#### **BETWEEN**



- (a) MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, son of late Vassant Vaikunth Kare, 62 years of age, married, landlord, having PAN No. ADMPK2691L, Aadhar Card No. 8156 1936 9662, and his wife;
- (b) MRS. INDIRA SHRIVALLABH KARE, daughter of late Mr. Hari Sinai Cuncolienkar, 60 years of age, married, housewife, having PAN No. ADGPK3927K, Aadhar Card No. 4468 0160 0598, represented herein through her constituted Attorney, MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, appointed by virtue of General Power of Attorney dated 26.02.2015 executed before Notary Public, Adv. Rajiv M. Shinkre at Margao Goa, registered under No. 84390 dated 26.02.2015, both Indian Nationals, residing at H. No. 3/5376, Gogol, Margao, Goa, hereinafter referred to as the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART;



#### <u>AND</u>



M/S. ALCON DEVELOPERS, a partnership firm, registered under Indian Partnership Act, 1932, having its registered office at Sukerkar Mansion, M. G. Road, Panaji, having PAN No. AACFA6290L, represented in this act by its Partner, MR. AAKASH NANDA NAIK KHAUNTE, son of Shri Nanda Sadassiva Naique Counto, 37 years old, married, business, having Aadhar Card No. 5511 8544 0269, Indian National, residing at 141 - Plot 69D, Next to Vastu Hermitage, Chimbel, Ribandar, Tiswadi, Goa, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context shall mean and include any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm) of the OTHER PART;

WHEREAS there exists a property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY" or "GOGOLLA", described in the Land Registration Office of Salcete at Margao under No. 456 at



Salcete under Matriz No. 1085 and (2) property known as AZULEANCHI TOLLOY or GOGOLLA, described in the Land Registration Office of Salcete at Margao under No. 457 at folio 30 reverse of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1087, together surveyed under Chalta No. 1, sub-division 3, 4, 5 and 14 of P.T. Sheet No. 128 and Chalta No. 1/1, Chalta No. 2/1 and Chalta No. 3/1 of P.T. Sheet No. 127, situated at Gogol, Margao, Goa, hereinafter referred to as the "SAID LARGER PROPERTY" and more particularly described in SCHEDULE I hereunder.

AND WHEREAS the said Larger Property was acquired by late Shri Vassanta Kare and his wife, late Smt. Laxmibai Vassanta Kare, from Shri Jairama Voicunta Sinai Caro and his wife Lalita Jairama Caro, by virtue of Deed of Gift, Sale and Exchange drawn on 15<sup>th</sup> January 1961 before Interim Notary of Judicial Division of Salcete, Shri Raul Gerson Purificacao de Santa Rita Vaz, recorded at page 30 reverse onwards of the Deeds No. 1117.

AND WHEREAS the said Shri Vassanta Kare expired on 22<sup>nd</sup> May 1976 leaving behind his widow, Smt. Laxmibai Vassant Kare as his moiety holder and his sole and universal heirs, his three children, namely (i) Shri Vaikunth Vassant Kare married to Smt. Shanta Vaikunth Kare, (ii) Shri Shrivallabh



Vassant Kare married to Smt. Indira Shrivallabh Kare and (iii) Smt. Tejaswini Nagesh Naik Kurade married to Shri Nagesh Sagoon Naik Kurade.

AND WHEREAS by Deed of Relinquishment of Illiquid and Undivided Rights dated 22<sup>nd</sup> December 1984, drawn at pages 85R (overleaf) onwards of Register of Deeds under No. 1299 and recorded in the books of the ex-officio Notary of Salcete at Margao, namely, Shri Joanes Agnelo Lino Rodrigues, Smt. Tejaswini Nagesh Naik Kurade alongwith her husband, Shri Nagesh Sagoon Naik Kurade relinquished freely and voluntarily their illiquid and undivided rights to the estate left behind by their late father/father-in-law, Shri Vassanta Kare in favour of other co-heirs.

AND WHEREAS by virtue of Deed of Succession drawn on 25<sup>th</sup> February 1987 before Ex-officio Notary of Salcete, recorded at page 54 overleaf onwards of Register of Deeds under No. 1309, Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare became sole owners and possessors of the said Larger Property/estate left by late Shri Vassanta Kare.

AND WHEREAS the portion of the said Larger Property initially surveyed under Chalta Nos. 1, 2 and 3, sub-division 1 of P.T. Sheet No. 127 and Chalta No. 1 sub-divisions 3, 4, 5 and 14 of P.T. Sheet No. 128, having an area of about

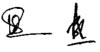


18,994.00 square meters or thereabout, forms an independent and separate property, which shall hereinafter referred to as the "said Property" and more particularly described in SCHEDULE II hereunder.

AND WHEREAS vide Deed of Partition dated 21st May 2007 registered in the Office of the Sub-Registrar of Salcete, Margao under No. 2556 at pages 211 to 248 of Book No. I Vol. 2474 dated 24/05/2007 (hereinafter referred to as the "SAID DEED") executed by and between the owners Smt. Laxmibai Vassant Kare as First Party, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare as Second Party and Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Third Party, wherein the said Property was partitioned and divided into 40 plots numbered as Plot Nos. 1 to 40 and Plot Nos. 1 to 40 are described in Schedule C of the Said Deed.

AND WHEREAS vide SAID DEED Plot Nos. 1 to 40 were partitioned as under:

a) Plot Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 33, 35, 37 and 39 of the Said Property were allotted to Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare.

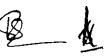


Plot Nos. 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 31, 32, 34, 36 and 38 of the said Property were allotted to Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.

- c) Plot Nos. 29 and 40 of the said Property and the internal private roads/reserve road area etc., were jointly allotted to Shri Vaikunth Vassant Kare and his wife, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife, Smt. Indira Shrivallabh Kare.
- d) And the usufructory rights in respect of all Plot Nos. 1 to 40 as described in Schedule C of the SAID DEED, were allotted to Smt. Laxmibai Vassanta Kare.

AND WHEREAS by Agreement dated 29/10/2009 ("SAID AGREEMENT") entered into between Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Owners and M/s. Alcon Developers as Developers therein, the Owners entrusted the work of development of the plots described in Schedule C of the SAID AGREEMENT to the Developers on the terms and conditions recorded under the SAID AGREEMENT.

AND WHEREAS pursuant to the SAID AGREEMENT, Developers carried out development of the said plots described in Schedule "C" of the SAID



AGREEMENT and the said development was named as "Vasant Nagar-Phase II".

AND WHEREAS the parties to the SAID AGREEMENT have complied with all the terms and conditions as stipulated in the SAID AGREEMENT and as agreed mutually, the allotment of balance plots were effected in respective proportion between the Owners and Developers therein.

AND WHEREAS Smt. Laxmibai Vassant Kare expired on 24/10/2017, and upon her demise, the usufructory rights extinguished.

AND WHEREAS subsequent to the respective allotment in terms of the SAID AGREEMENT and on mutual understanding that concluded between the parties to the SAID AGREEMENT, the parties to the SAID AGREEMENT further proposed a development scheme on Plot Nos. 25, admeasuring 311 sq.mtrs, Plot No. 27, admeasuring 309 sq.mtrs, standing unto the absolute ownership and possession of the Owners Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare, Plot Nos. 26, admeasuring 309 sq.mtrs, Plot No. 28, admeasuring 240 sq.mtrs standing unto the absolute ownership and possession of the Owners Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare and Plot Nos. 29, admeasuring 1381 sq.mtrs, Plot No. 40, admeasuring 540 sq.mtrs and the Internal private Road/reserve road area admeasuring 1605



sq.mtrs, standing unto the absolute ownership and possession of Owners jointly Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.

AND WHEREAS the Owners are no longer interested in proposed development scheme on such plots and have expressed their desire to sell their respective plots to M/s. Alcon Developers, the PURCHASER herein.

AND WHEREAS in light of above, the VENDORS herein i.e Mr. Shrivallabh Vassant Kare and his wife Mrs. Indira Shrivallabh Kare are the absolute Owners and in possession of Plot No. 27 admeasuring 309 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 21 of P.T. Sheet No. 127, which plot is hereinafter referred to as the "SAID PLOT" and more particularly described in SCHEDULE III hereunder and identified in the plan hereto annexed with red hatched lines in the plan annexed hereto as Annexure-1

AND WHEREAS the VENDORS have agreed to sell to the PURCAHSER and the PURCHASER have agreed to purchase the SAID PLOT for the total consideration of Rs.35,20,090/- (Rupees Thirty Five Lakhs Twenty Thousand Ninety Only) upon the terms and subject to the conditions hereinafter appearing.



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY

- The VENDORS shall sell and the PPURCHASER shall purchase all that SAID PLOT bearing No. Plot No. 27 admeasuring 309 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 21 of P.T. Sheet No. 127, which plot is more particularly described in Schedule III hereunder written and delineated in red in the plan annexed hereto as Annexure-1, together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PLOT belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto, free from all encumbrances, for the total consideration of Rs. 35,20,090/- (Rupees Thirty Five Lakhs Twenty Thousand Ninety Only) which is the present market value.
- 2. The aforesaid total consideration of Rs. 35,20,090/- (Rupees Thirty Five Lakhs Twenty Thousand Ninety Only) shall be paid by the PURCHASER to the VENDORS in the following manner that is to say:—
  - (a) Rs. 6,33,616/- (Rupees Six Lakhs Thirty Three Thousand Six Hundred Sixteen only) as part consideration amount, shall be paid on





or before the execution of these presents (the payment and receipt whereof the VENDORS doth hereby admit and acknowledge); and

- (b) Rs. 11,93,076/- (Rupees Eleven Lakhs Ninety Three Thousand Seventy Six only) as part consideration amount shall be paid on or before 30<sup>th</sup> September, 2019.
- (c) Rs. 11,16,103/- (Rupees Eleven Lakhs Sixteen Thousand One Hundred and three only) as part consideration amount shall be paid on or before 30<sup>th</sup> September 2020.
- (d) Rs. 10,39,131/- (Rupees Ten Lakhs Thirty Nine Thousand One Hundred Thirty One only) as balance consideration shall be paid on or before 30<sup>th</sup> September 2021 or upon execution of Sale Deed, whichever is earlier.
- 3. The area of the SAID PLOT is **309 sq.mts.**, according to the documents of title and/or Government Records and the same shall be taken as correct and accepted by the PURCHASER.
- 4. The VENDORS shall make out a marketable title to the SAID PLOT free from all encumbrances, doubts and claims and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title encumbrances and claims by way of sale exchange, mortgage, gift, trust,

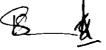




inheritance, possession lease, lien, easement or otherwise.

The sale will be completed within a period of 36 months from the date hereof time being the essence of contract, in the following manner:—

- (a) The PURCHASER shall make payment of balance consideration amount to the VEDNORS as provided in Clause 2(d) above;
- (b) Handing over of vacant and peaceful possession of the SAID PLOT by the VENDORS to the PURCHASERS as Owners thereof against execution of Deed of Conveyance.
- (c) The VENDORS shall deliver to the PURCHASERS all title deeds, documents and papers exclusively relating to the SAID PLOT in their possession;
- (d) The VENDORS shall execute and deliver to the PURCHASER or their nominee or nominees such Conveyance document or documents or assurances as may be required for effectuating a proper transfer of the SAID PLOT to the names of the PURCHASER or their nominee or nominees.
- (e) The VENDORS shall execute a suitable General Irrevocable Power of Attorney in favour of the PURCHASER and/or their nominees to deal





with the SAID PLOT as full owners thereof including appointing Architects, preparing and submitting building and other plans for development of the SAID PLOT, making representations to and appearing before various authorities to make, sign, deliver and carry on correspondence, applications, writings, undertakings, affidavits etc. The said General Irrevocable Power of Attorney shall be valid throughout to enable the PURCHASER and/or their nominees to effectively transfer the SAID PLOT in their favour.

- 6. It is hereby agreed between the Parties hereto that the balance consideration payable under clause 2 (b), (C) and (d) by the PURCHASER to the VENDORS, shall carry a simple interest @ 8% (eight percent) from the date of execution of this presents till date of actual payments. The PURCHASER however reserves the right to effect payment well before the stipulated dates and the payment of interest as stated hereinabove shall be chargeable only upto the date of actual payment.
- 7. The VENDORS hereby declares and confirms as under:—
  - (a) The VENDORS are otherwise well and sufficiently entitled to the SAID PLOT described in the Schedule III hereunder written and the same is their ancestral inherited property. Their title to the SAID PLOT is free and marketable.





- No other person except the VENDORS has any right, claim or demand in respect of the SAID PLOT or any part thereof.
- (c) The VENDORS have not created any sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the SAID PLOT and the SAID PLOT is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and the VENDORS hereby declares that they shall hereafter not create any third party rights of whatsoever nature in respect of the SAID PLOT.
- (d) The VENDORS have not entered into any agreement or arrangement, oral or written with regard to the sale of the SAID PLOT; and
- (e) There are no proceedings instituted by or against the VENDORS in respect of the SAID PLOT and pending in any Court or before any authority and the SAID PLOT is not under any lispendens.
- 8. The VENDORS further declares that no notices including any notice for acquisition, requisition or set back by the Government Central or State or by the Municipal Corporation or any other local, or public body or authority in respect of the SAID PLOT have been issued upon or received by the





VENDORS or their agent or any person on their behalf.

In the event of the sale not being completed due to any willful default on the part of the VENDORS, the PURCHASER shall have the right to require specific performance by the VENDORS of this Agreement.

- 10. In the event of the sale not being completed due to any willful default on the part of the PURCHASER, the VENDORS shall have the right to require specific performance by the PURCHASER of this Agreement.
- 11. The VENDORS shall pay all assessments, rents, rates, taxes and out goings in respect of the SAID PLOT previous to the day of handing over possession and the completion of the sale.
- 12. The PURCHASER upon execution hereon are permitted to commence development work including amalgamation if need be and construction of Multi- storeyed Building/(s) for residence as well as for commercial purpose in the said Plot.
- 13. The stamp-duty, registration charges and all other out of pocket expenses payable on this Agreement, Irrevocable Power of Attorney and on the Deed of Conveyance shall be borne and paid by the PURCHASER alone and each party shall bear and pay their own expenses including their own Advocates professional fees.

#### **SCHEDULE I**

#### (DESCRIPTION OF SAID LARGER PROPERTY)

All that property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 456 at folios 30 of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as "AZULEANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 457 at folios 30 reverse of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No.1087, situated at Gogol, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and bounded on the east and south by property of Narcinva Kare and others, on the north by property of heirs of Vassant Kare and on the west by property under Chalta No.1 sub-div.2 of P. T. Sheet No.128, now road.

#### SCHEDULE II

#### (DESCRIPTION OF SAID PROPERTY)

All that part of the said property described in the SCHEDULE "I" herein above, which part was formerly surveyed under Chalta Nos. 1, 2 and 3 sub-division 1 of



P. T. Sheet No. 127 and Chalta No.1 sub-divisions 3, 4, 5 and 14 of P. T. Sheet No. 128 of Margao City Survey, having an area of 18,994.00 square meters or the reabouts and bounded on the east by property surveyed under Chalta No. 1 of P. T. Sheet No. 126, on the west by road, on the north by road and property surveyed under Chalta Nos. 1, 25, 2,31, 28 and 3 of P. T. Sheet No.122 and on the south by Chalta No. 1, sub-divisions 2, 6, 7 of P. T. Sheet No. 128 and Chalta Nos. 1, 2, 3 sub-divisions 2 and 5 of P. T. Sheet No.127.

#### **SCHEDULE III**

#### (DESCRIPTION OF SAID PLOT)

ALL THAT PLOT NO. 27 admeasuring 309 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 21 of P.T. Sheet No. 127 and bounded as under.

East : Partly by Chalta. No. 22 ( Plot No. 28 ) & partly by cul-de-sac.

West: By Chalta No. 20 (Plot No. 26)

North: By Property bearing Chalta No. 1 of P.T. Sheet No. 122

South: By Internal road

**E A** 

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands, photographs and finger prints on the day and year

first hereinabove written:

SIGNED, SEALED AND DELIVERED) By the withinnamed the VENDORS) MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE For self and as Power of Attorney for MRS. INDIRA SHRIVALLABH KARE



### Left Hand Finger Impression

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## Right Hand Finger Impression

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SIGNED, SEALED AND DELIVERED by the withinnamed PURCHASER M/S. ALCON DEVELOPERS, through its ) Authorized Partner MR. AAKASH NANDA NAIK KHAUNTE)



Left Hand Finger Impression

Right Hand Finger Impression

IN THE PRESENCE OF WITNESSES:-

Incla Pars



#### Office of Sub-Registrar Salcete/Margao

#### Government of Goa

rint Date & Time: 11-09-2018 03:02:10 PM

Document Serial Number: 4077

Presented at 12:59:00 PM on 11-09-2018 in the office of the Sub-Registrar (Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fees	530.00
	Total:	1030.00

Stamp Duty Required:

102083.00

Stamp Duty Paid: 102090.00

#### Nikhil V Naik presenter

Name	Photo	Thumb Impression	Signature
Nikhil V Naik , UnMarried, Indian, age 27 Years, Service, r/oH. No. 37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO. PNJ-BK4-0049-2012			Mulely

#### **Endorsements**

#### Executant

1 . Shrivallabh Vassant Kare alias Sri Vallabh Vassanta Kare, s/o. late Vassant Vaikunth Kare , Married,Indian,age 62 Years,Land Lord,r/oGogol, Margao, Salcete, Goa. forself and power of attorney for the Vendor no.(b) vide POA dated 26/02/2015, executed before Notary Shri Adv. Rajiv Mukund Shinkre, Margao Goa, under Reg. No.84390/2015

Photo	Thumb Impression	Signature
		Soon

2 . Nikhil V Naik, UnMarried,Indian,age 27 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012

Photo	Thumb Impression	Signature
		Mulelel

dentification

Sr No.	Witness Details	Signature
	Sunil Govenkar , s/o. Jaga Govenkar ,Married,Indian,age 43 Years,Service,r/o H.No. 473 Nerul Bardez GOa	Silveto



Book-1 Document
Registration Number MGO-BK1-04036-2018
CD Number MGOD128 on
Date 11-09-2018

Sub-Registrar (Salcete/Margao )

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Scanned By:-

Signature:-,

Designed and Developed by CAAC, ACTS, Pune

(Ruples Eighty Thousand Six Hundred Ten Only)

FOR CITIZAN CREDIT™
CONTRACTOR

CITIZEN CREDIT CO-OR BANK LTD SURVEY NO. 125/2, PLONO. 158
NEAR TEEN BUILDING
ALTO, PORVORIM
BARDEZ - GOA - 403521

CITIZEN CREDIT CO-OR BANK LTD
ATTC 22454

10493

D-5/STP(V)/C.R./35/34/2011-RD

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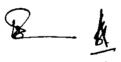
AND or Parchaser MS. Alcon Developers.

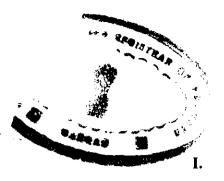
4069/18

NIKHIL V. NAIK WILL



THIS AGREEMENT FOR SALE is made at Margao. Goa on this  $11^{10}$  day of September of the year Two Thousand and Eighteen (11/09/2018).

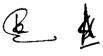




#### **BETWEEN**

- (a) MR. VAIKUNTH VASSANT KARE alias VAIKUNTA
  VASSANTA KARE alias AJIT VASSANT KARE, son of late Vassant
  Vaikunth Kare, 68 years of age, married, landlord, having PAN
  No. ADMPK3166G, Aadhar Card No. 7835 6705 1548 and his wife;
- (b) MRS. SHANTA VAIKUNTH KARE, daughter of late Keshav Sinai Nadkarni, 67 years of age, married, housewife, having PAN No. ADGPK3925M, Aadhar Card No. 4002 1683 0869, both Indian Nationals, residing at H. No. 3/5393, Gogol, Margao, Goa, hereinafter referred to as the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART;

The VENDORS herein are represented through their constituted Attorney, MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, appointed by virtue of General Power of Attorney dated 26.02.2015 executed before Notary Public, Adv. Rajiv M. Shinkre at Margao Goa, registered under No. 84390 dated 26.02.2015.



#### <u>AND</u>



M/S. ALCON DEVELOPERS, a partnership firm, registered under Indian Partnership Act, 1932, having its registered office at Sukerkar Mansion, M. G. Road, Panaji, having PAN No. AACFA6290L, represented in this act by its Partner, MR. AAKASH NANDA NAIK KHAUNTE, son of Shri Nanda Sadassiva Naique Counto, 37 years old, married, business, having Aadhar Card No. 5511 8544 0269, Indian National, residing at 141 - Plot 69D, Next to Vastu Hermitage, Chimbel, Ribandar, Tiswadi, Goa, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context shall mean and include any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm) of the OTHER PART;

WHEREAS there exists a property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY" or "GOGOLLA", described in the Land Registration Office of Salcete at Margao under No. 456 at folio 30 of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as AZULEANCHI



TOLLOY or GOGOLLA, described in the Land Registration Office of Salcete at Margao under No. 457 at folio 30 reverse of the Book B-2 of new series, conrolled in the Land Revenue Office of Salcete under Matriz No. 1087, together turveyed under Chalta No. 1, sub-division 3, 4, 5 and 14 of P.T. Sheet No. 128 and Chalta No. 1/1, Chalta No. 2/1 and Chalta No. 3/1 of P.T. Sheet No. 127, situated at Gogol, Margao, Goa, hereinafter referred to as the "SAID LARGER PROPERTY" and more particularly described in SCHEDULE I hereunder.

AND WHEREAS the said Larger Property was acquired by late Shri Vassanta Kare and his wife, late Smt. Laxmibai Vassanta Kare, from Shri Jairama Voicunta Sinai Caro and his wife Lalita Jairama Caro, by virtue of Deed of Gift, Sale and Exchange drawn on 15<sup>th</sup> January 1961 before Interim Notary of Judicial Division of Salcete, Shri Raul Gerson Purificacao de Santa Rita Vaz, recorded at page 30 reverse onwards of the Deeds No. 1117.

AND WHEREAS the said Shri Vassanta Kare expired on 22<sup>nd</sup> May 1976 leaving behind his widow, Smt. Laxmibai Vassant Kare as his moiety holder and his sole and universal heirs, his three children, namely (i) Shri Vaikunth Vassant Kare married to Smt. Shanta Vaikunth Kare, (ii) Shri Shrivallabh Vassant Kare married to Smt. Indira Shrivallabh Kare and (iii) Smt. Tejaswini Nagesh Naik Kurade married to Shri Nagesh Sagoon Naik Kurade.



AND WHEREAS by Deed of Relinquishment of Illiquid and Undivided Rights dated 22<sup>nd</sup> December 1984, drawn at pages 85R (overleaf) onwards of Register of Deeds under No. 1299 and recorded in the books of the ex-officio Notary of Salcete at Margao, namely, Shri Joanes Agnelo Lino Rodrigues, Smt. Tejaswini Nagesh Naik Kurade alongwith her husband, Shri Nagesh Sagoon Naik Kurade relinquished freely and voluntarily their illiquid and undivided rights to the estate left behind by their late father/father-in-law, Shri Vassanta Kare in favour of other co-heirs.

AND WHEREAS by virtue of Deed of Succession drawn on 25<sup>th</sup> February 1987 before Ex-officio Notary of Salcete, recorded at page 54 overleaf onwards of Register of Deeds under No. 1309, Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare became sole owners and possessors of the said Larger Property/estate left by late Shri Vassanta Kare.

and whereas the portion of the said Larger Property initially surveyed under Chalta Nos. 1, 2 and 3, sub-division 1 of P.T. Sheet No. 127 and Chalta No. 1 sub-divisions 3, 4, 5 and 14 of P.T. Sheet No. 128, having an area of about 18,994.00 square meters or thereabout, forms an independent and separate property, which shall hereinafter referred to as the "said Property" and more particularly described in SCHEDULE II hereunder.



AND WHEREAS vide Deed of Partition dated 21<sup>st</sup> May 2007 registered in the Office of the Sub-Registrar of Salcete, Margao under No. 2556 at pages 211 to 248 of Book No. I Vol. 2474 dated 24/05/2007 (hereinafter referred to as the SAID DEED") executed by and between the owners Smt. Laxmibai Vassant Kare as First Party, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare as Second Party and Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Third Party, wherein the said Property was partitioned and divided into 40 plots numbered as Plot Nos. 1 to 40 and Plot Nos. 1 to 40 are described in Schedule C of the Said Deed.

AND WHEREAS vide SAID DEED Plot Nos. 1 to 40 were partitioned as under:

- a) Plot Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 33, 35, 37 and 39 of the Said Property were allotted to Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare.
- b) Plot Nos. 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 31, 32, 34, 36 and 38 of the said Property were allotted to Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.
- c) Plot Nos. 29 and 40 of the said Property and the internal private roads/reserve road area etc., were jointly allotted to Shri Vaikunth Vassant Kare



and his wife, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife, Smt. Indira Shrivallabh Kare.

And the usufructory rights in respect of all Plot Nos. 1 to 40 as described in edule C of the SAID DEED, were allotted to Smt. Laxmibai Vassanta Kare.

AND WHEREAS by Agreement dated 29/10/2009 ("SAID AGREEMENT") entered into between Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Owners and M/s. Alcon Developers as Developers therein, the Owners entrusted the work of development of the plots described in Schedule C of the SAID AGREEMENT to the Developers on the terms and conditions recorded under the SAID AGREEMENT.

AND WHEREAS pursuant to the SAID AGREEMENT, Developers carried out development of the said plots described in Schedule "C" of the SAID AGREEMENT and the said development was named as "Vasant Nagar-Phase II".

AND WHEREAS the parties to the SAID AGREEMENT have complied with all the terms and conditions as stipulated in the SAID AGREEMENT and as agreed mutually, the allotment of balance plots were effected in respective proportion between the Owners and Developers therein.



AND WHEREAS Smt. Laxmibai Vassant Kare expired on 24/10/2017, and upon her demise, the usufructory rights extinguished.

AND WHEREAS subsequent to the respective allotment in terms of the SAID AGREEMENT and on mutual understanding that concluded between the parties to the SAID AGREEMENT further proposed a development scheme on Plot Nos. 25, admeasuring 311 sq.mtrs, Plot No. 27, admeasuring 309 sq.mtrs, standing unto the absolute ownership and possession of the Owners Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare, Plot Nos. 26, admeasuring 309 sq.mtrs, Plot No. 28, admeasuring 240 sq.mtrs standing unto the absolute ownership and possession of the Owners Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare and Plot Nos. 29, admeasuring 1381 sq.mtrs, Plot No. 40, admeasuring 540 sq.mtrs and the Internal private Road/reserve road area admeasuring 1605 sq.mtrs, standing unto the absolute ownership and possession of Owners jointly i.e Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.

AND WHEREAS the Owners are no longer interested in proposed development scheme on such plots and have expressed their desire to sell their respective plots to M/s. Alcon Developers, the PURCHASER herein.

AND WHEREAS in light of above, the VENDORS herein i.e Mr. Vaikunth Vassant Kare alias Vaikunta Vassanta Kare alias Ajit Vassant Kare and his wife

Mrs. Shanta Vaikunth Kare are the absolute Owners and in possession of Plot No. 28 admeasuring 240 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 22 of P.T. Sheet No. 127, which plot is hereinafter referred to as the "SAID PLOT" and more particularly described in SCHEDULE III hereunder and identified in the plan hereto annexed with red hatched lines in the plan annexed hereto as Annexure-1

AND WHEREAS the VENDORS have agreed to sell to the PURCAHSER and the PURCHASER have agreed to purchase the SAID PLOT for the total consideration of Rs. 27,79,375/- (Rupees Twenty Seven Lakhs Seventy Nine Thousand Three Hundred Seventy Five Only) upon the terms and subject to the conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:—

1. The VENDORS shall sell and the PPURCHASER shall purchase all that SAID PLOT bearing No. Plot No. 28 admeasuring 240 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 22 of P.T. Sheet No. 127, which plot is more particularly described in Schedule III hereunder written and delineated in red in the plan annexed hereto as Annexure-1,

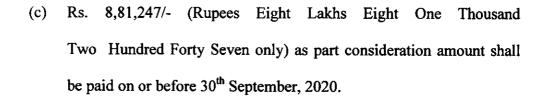


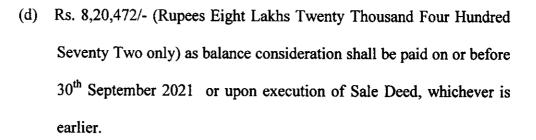


together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PLOT belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto, free from all encumbrances, for the total consideration of Rs. 27,79,375/- (Rupees Twenty Seven Lakhs Seventy Nine Thousand Three Hundred Seventy Five Only) which is the present market value.

- 2. The aforesaid total consideration of Rs. 27,79,375/- (Rupees Twenty Seven Lakhs Seventy Nine Thousand Three Hundred Seventy Five Only) shall be paid by the PURCHASER to the VENDORS in the following manner that is to say:—
  - (a) Rs. 5,00,288/- (Rupees Five Lakhs Two Hundred Eighty Eight only) as part consideration amount, shall be paid on or before the execution of these presents (the payment and receipt whereof the VENDORS doth hereby admit and acknowledge); and
  - (b) Rs. 9,42,023/- (Rupees Nine Lakhs Forty Two Thousand Twenty Three only) as part consideration amount shall be paid on or before 30<sup>th</sup> September, 2019.







- The area of the SAID PLOT is 240 sq.mts., according to the documents of title and/or Government Records and the same shall be taken as correct and accepted by the PURCHASER.
- 4. The VENDORS shall make out a marketable title to the SAID PLOT free from all encumbrances, doubts and claims and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title encumbrances and claims by way of sale exchange, mortgage, gift, trust, inheritance, possession lease, lien, easement or otherwise.
- 5. The sale will be completed within a period of 36 months from the date hereof time being the essence of contract, in the following manner:—
  - (a) The PURCHASER shall make payment of balance consideration amount to the VEDNORS as provided in Clause 2(d) above;



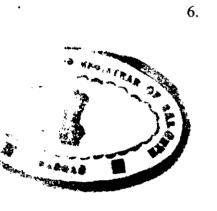
(b) Handing over of vacant and peaceful possession of the SAID PLOT by the VENDORS to the PURCHASERS as Owners thereof against execution of Deed of Conveyance.



- (c) The VENDORS shall deliver to the PURCHASERS all title deeds, documents and papers exclusively relating to the SAID PLOT in their possession;
- (d) The VENDORS shall execute and deliver to the PURCHASER or their nominee or nominees such Conveyance document or documents or assurances as may be required for effectuating a proper transfer of the SAID PLOT to the names of the PURCHASER or their nominee or nominees.
- (e) The VENDORS shall execute a suitable General Irrevocable Power of Attorney in favour of the PURCHASER and/or their nominees to deal with the SAID PLOT as full owners thereof including appointing Architects, preparing and submitting building and other plans for development of the SAID PLOT, making representations to and appearing before various authorities to make, sign, deliver and carry on correspondence, applications, writings, undertakings, affidavits etc. The said General Irrevocable Power of Attorney shall be valid throughout to enable the PURCHASER and/or their nominees to



### effectively transfer the SAID PLOT in their favour.



It is hereby agreed between the Parties hereto that the balance consideration payable under clause 2 (b), (C) and (d) by the PURCHASER to the VENDORS, shall carry a simple interest @ 8% (eight percent) from the date of execution of this presents till date of actual payments. The PURCHASER however reserves the right to effect payment well before the stipulated dates and the payment of interest as stated hereinabove shall be chargeable only upto the date of actual payment.

# 7. The VENDORS hereby declares and confirms as under:—

- (a) The VENDORS are otherwise well and sufficiently entitled to the SAID PLOT described in the Schedule III hereunder written and the same is their ancestral inherited property. Their title to the SAID PLOT is free and marketable.
- (b) No other person except the VENDORS has any right, claim or demand in respect of the SAID PLOT or any part thereof.
- (c) The VENDORS have not created any sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the SAID PLOT and the SAID PLOT is not subject to any claim or demand, encumbrance, attachment or any





process issued by any Court or Authority and the VENDORS hereby declares that they shall hereafter not create any third party rights of whatsoever nature in respect of the SAID PLOT.

- (d) The VENDORS have not entered into any agreement or arrangement, oral or written with regard to the sale of the SAID PLOT; and
- (e) There are no proceedings instituted by or against the VENDORS in respect of the SAID PLOT and pending in any Court or before any authority and the SAID PLOT is not under any *lispendens*.
- 8. The VENDORS further declares that no notices including any notice for acquisition, requisition or set back by the Government Central or State or by the Municipal Corporation or any other local, or public body or authority in respect of the SAID PLOT have been issued upon or received by the VENDORS or their agent or any person on their behalf.
- 9. In the event of the sale not being completed due to any willful default on the part of the VENDORS, the PURCHASER shall have the right to require specific performance by the VENDORS of this Agreement.

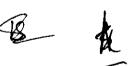


10. In the event of the sale not being completed due to any willful default on the part of the PURCHASER, the VENDORS shall have the right to require specific performance by the PURCHASER of this Agreement.



The VENDORS shall pay all assessments, rents, rates, taxes and out goings in respect of the SAID PLOT previous to the day of handing over possession and the completion of the sale.

- 12. The PURCHASER upon execution hereon are permitted to commence development work including amalgamation if need be and construction of Multi- storeyed Building/(s) for residence as well as for commercial purpose in the said Plot.
- 13. The stamp-duty, registration charges and all other out of pocket expenses payable on this Agreement, Irrevocable Power of Attorney and on the Deed of Conveyance shall be borne and paid by the PURCHASER alone and each party shall bear and pay their own expenses including their own Advocates professional fees.



### **SCHEDULE I**

# (DESCRIPTION OF SAID LARGER PROPERTY)

All that property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 456 at folios 30 of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as "AZULEANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 457 at folios 30 reverse of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No.1087, situated at Gogol, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and bounded on the east and south by property of Narcinva Kare and others, on the north by property of heirs of Vassant Kare and on the west by property under Chalta No.1 sub-div.2 of P. T. Sheet No.128, now road.

# **SCHEDULE II**

### (DESCRIPTION OF SAID PROPERTY)

All that part of the said property described in the SCHEDULE "I" herein above, which part was formerly surveyed under Chalta Nos. 1, 2 and 3 sub-division 1 of





P. T. Sheet No. 127 and Chalta No.1 sub-divisions 3, 4, 5 and 14 of P. T. Sheet No. 128 of Margao City Survey, having an area of 18,994.00 square meters or thereabouts and bounded on the east by property surveyed under Chalta No. 1 of P. T. Sheet No. 126, on the west by road, on the north by road and property surveyed under Chalta Nos. 1, 25, 2,31, 28 and 3 of P. T. Sheet No.122 and on the south by Chalta No. 1, sub-divisions 2, 6, 7 of P. T. Sheet No. 128 and Chalta Nos. 1, 2, 3 sub-divisions 2 and 5 of P. T. Sheet No.127.

## SCHEDULE III

### (DESCRIPTION OF SAID PLOT)

ALL THAT **PLOT NO. 28** admeasuring 240 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 22 of P.T. Sheet No. 127 and bounded as under.

East: By Chalta. No. 3 (Plot No.29)

West: By Chalta No. 21 (Plot No. 27)

North: By Property bearing Chalta No. 1 of P.T. Sheet No. 122

South: By Cul-de-sac

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IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands, photographs and finger prints on the day and year first hereinabove written:

SIGNED, SEALED AND DELIVERED)
By the withinnamed the VENDORS)
MR. VAIKUNTH VASSANT KARE alias
VAIKUNTA VASSANTA KARE alias
AJIT VASSANT KARE
MRS. SHANTA VAIKUNTH KARE
Represented through their Power of Attorney
MR. SHRIVALLABH VASSANT KARE
alias SRI VALLABH VASSANTA KARE



# Left Hand Finger Impression

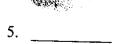
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# Right Hand Finger Impression

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SIGNED, SEALED AND DELIVERED by the withinnamed PURCHASER M/S. ALCON DEVELOPERS, through its **Authorized Partner** MR. AAKASH NANDA NAIK KHAUNTE)



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It Hand Finger Impression	Right Hand Finger Impress
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IN THE PRESENCE OF WITNESSES:-

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 $AREA = 240.00 \, mg$ ANNEXURE - 1 SIGN PLOT NO - 28 CHECKED BY OWNER'S DATE: SCALE: 1:500 DRAWN BY. CH. 3 OF PTS. NO. 127 2240.00m2 CH. 22 15.00 6.50 PLAN SHOWING PLOT IN THE PROPERTY BEARING CH. no. 22 SITUATED AT GOGOL-MARGAO - GOA. CH.21 CH TAPES, 128 CH. 20 ROA CH, 19 CH. 18



### Office of Sub-Registrar Salcete/Margao

### Government of Goa

Print Date & Time: 11-09-2018 01:27:14 PM

Pocument Serial Number: 4069

resented at 12:13:00 PM on 11-09-2018 in the office of the Sub-Registrar( Salcete/Margao) Along with

fees paid as follows:

ar. No	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fees	530.00
	Total:	1030.00

Stamp Duty Required:

80603.00

Stamp Duty Paid: 80610.00

### Nikhil V. Naik presenter

Name	Photo	Thumb Impression	Signature
Nikhil V. Naik,s/o. Vasant Naik,  Married,Indian,age 27 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the  PMRCHASER Dy virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ- BK4-0049-2012			Method

### Endorsements

### Executant

1 . Shrivallabh Vassant Kare alias Shri. Vallabh Vassanta Kare, s/o. late Vassant Vaikunth Kare , Married Indian, age 60 Years, Land Lord, r/o Gogol, Margao, Salcete, Goa. as the POA of Vendor No.I and 2 vide POA dated 26/02/2015, executed before Notary Shri Adv. Rajiv Mukund Shinkre, Margao Goa, under Reg. No.84390/2015

Photo	Thumb Impression	Signature
		Som

2. Nikhil V. Naik, s/o. Vasant Naik, Married, Indian, age 27 Years, Service, r/oH. No.37, Aroba Dhargal Pernem Goa as the POA of the PURCHASER To by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012

11/Sep/2018 2:18 PM

Photo	Thumb Impression	Signature
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lentification	W.W.Lawarana	
Sr No.	Witness Details	Signature
	, s/o. Jaga Govenkar ,Married,Indian,age 43	C. Churkas
rears, Service, r	o H.No. 473 Nerul Bardez GOa	5,

Sub-Registrar

11/Sep/2018(2) 18(10)

Book-1 Document
Registration Number MGO-BK1-04034-2018
CD Number MGOD128 on
Date 11-09-2018

Sub-Registrar (Salcete/Margao )

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Scaring By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

3 of 3

11/Sep/2018 2:18 PM

FOR CITIZENGREDIT IM CO-OP. BASILELY D.

(Rupees Four Lakhs Twenty Nine Thousand Nine Hundred fifty Only) CITIZEN CREDIT CO-OP BANK LTD SITE 22458 SURVEY NO. 125/2, PLOT NO. 158 NEAR TEEN BUILDING ALTO, PORVORIM BARDEZ - GOA - 403521

D-5/STP(V)/C.R./35/34/2011-RD

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GOA

Nome of Purchaser Ms. Alcon Developers



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Margao. Goa on this 11th day or September of the year Two Thousand and Highworn (11/09/2018)



### **BETWEEN**

- I. (a) MR. VAIKUNTH VASSANT KARE alias VAIKUNTA VASSANTA KARE alias AJIT VASSANT KARE, son of late Vassant Vaikunth Kare, 68 years of age, married, landlord, having PAN No. ADMPK3166G, Aadhar Card No. 7835 6705 1548 and his wife;
  - (b) MRS. SHANTA VAIKUNTH KARE, daughter of late Keshav Sinai Nadkarni, 67 years of age, married, housewife, having PAN No. ADGPK3925M, Aadhar Card No. 4002 1683 0869, both Indian Nationals, residing at H.No. 3/5393, Gogol, Margao, Goa;
  - (c) MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, son of late Vassant Vaikunth Kare, 62 years of age, married, landlord, having PAN No. ADMPK2691L, Aadhar Card No. 8156 1936 9662, and his wife;
  - (d) MRS. INDIRA SHRIVALLABH KARE, daughter of late Mr. Hari Sinai Cuncolienkar, 60 years of age, married, housewife, having PAN No. ADGPK3927K, Aadhar Card No. 4468 0160 0598, both Indian Nationals, residing at H.No. 3/5376, Gogol, Margao, Goa, and all parties hereinabove shall hereinafter jointly and collectively referred to as the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs,

<u>k</u>

executors, administrators, successors, legal representatives and assigns) of the ONE PART;

The VENDORS at serial No. I (a), (b) and (d) herein above are represented through their constituted Attorney, MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, appointed by virtue of General Power of Attorney dated 26.02.2015 executed before Notary Public, Adv. Rajiv M. Shinkre at Margao Goa, registered under No. 84390 dated 26.02.2015.

### <u>AND</u>

II. M/S. ALCON DEVELOPERS, a partnership firm, registered under Indian Partnership Act, 1932, having its registered office at Sukerkar Mansion, M. G. Road, Panaji, having PAN No. AACFA6290L, represented in this act by its Partner, MR. AAKASH NANDA NAIK KHAUNTE, son of Shri Nanda Sadassiva Naique Counto, 37 years old, married, business, having Aadhar Card No. 5511 8544 0269, Indian National, residing at 141 - Plot 69D, Next to Vastu Hermitage, Chimbel, Ribandar, Tiswadi, Goa, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context shall mean and include any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the

firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm) of the OTHER PART;

WHEREAS there exists a property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY" or "GOGOLLA", SAN INSTRUM described in the Land Registration Office of Salcete at Margao under No. 456 at 30 of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as AZULEANCHI TOLLOY or GOGOLLA, described in the Land Registration Office of Salcete at Margao under No. 457 at folio 30 reverse of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1087, together surveyed under Chalta No. 1, sub-division 3, 4, 5 and 14 of P.T. Sheet No. 128 and Chalta No. 1/1, Chalta No. 2/1 and Chalta No. 3/1 of P.T. Sheet No. 127, situated at Gogol, Margao, Goa, hereinafter referred to as the "SAID LARGER PROPERTY" and more particularly described SCHEDULE I hereunder.

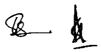
AND WHEREAS the said Larger Property was acquired by late Shri Vassanta Kare and his wife, late Smt. Laxmibai Vassanta Kare, from Shri Jairama Voicunta Sinai Caro and his wife Lalita Jairama Caro, by virtue of Deed of Gift, Sale and Exchange drawn on 15<sup>th</sup> January 1961 before Interim Notary of

Judicial Division of Salcete, Shri Raul Gerson Purificação de Santa Rita Vaz, recorded at page 30 reverse onwards of the Deeds No. 1117.

AND WHEREAS the said Shri Vassanta Kare expired on 22<sup>nd</sup> May 1976 leaving behind his widow, Smt. Laxmibai Vassant Kare as his moiety holder and his sole and universal heirs, his three children, namely (i) Shri Vaikunth Vassant Kare married to Smt. Shanta Vaikunth Kare, (ii) Shri Shrivallabh Vassant Kare married to Smt. Indira Shrivallabh Kare and (iii) Smt. Tejaswini Nagesh Naik Kurade married to Shri Nagesh Sagoon Naik Kurade.

AND WHEREAS by Deed of Relinquishment of Illiquid and Undivided Rights dated 22<sup>nd</sup> December 1984, drawn at pages 85R (overleaf) onwards of Register of Deeds under No. 1299 and recorded in the books of the ex-officio Notary of Salcete at Margao, namely, Shri Joanes Agnelo Lino Rodrigues, Smt. Tejaswini Nagesh Naik Kurade alongwith her husband, Shri Nagesh Sagoon Naik Kurade relinquished freely and voluntarily their illiquid and undivided rights to the estate left behind by their late father/father-in-law, Shri Vassanta Kare in favour of other co-heirs.

AND WHEREAS by virtue of Deed of Succession drawn on 25<sup>th</sup> February 1987 before Ex-officio Notary of Salcete, recorded at page 54 overleaf onwards of Register of Deeds under No. 1309, Smt. Laxmibai Vassant Kare, Shri



Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare became sole owners and possessors of the said Larger Property/estate left by late Shri Vassanta Kare.

AND WHEREAS the portion of the said Larger Property initially surveyed under Chalta Nos. 1, 2 and 3, sub-division 1 of P.T. Sheet No. 127 and Chalta No. 1 sub-divisions 3, 4, 5 and 14 of P.T. Sheet No. 128, having an area of about 18,994.00 square meters or thereabout, forms an independent and separate property, which shall hereinafter referred to as the "said Property" and more particularly described in SCHEDULE II hereunder.

AND WHEREAS vide Deed of Partition dated 21<sup>st</sup> May 2007 registered in the Office of the Sub-Registrar of Salcete, Margao under No. 2556 at pages 211 to 248 of Book No. I Vol. 2474 dated 24/05/2007 (hereinafter referred to as the "SAID DEED") executed by and between the owners Smt. Laxmibai Vassant Kare as First Party, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare as Second Party and Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Third Party, wherein the said Property was partitioned and divided into 40 plots numbered as Plot Nos. 1 to 40 and Plot Nos. 1 to 40 are described in Schedule C of the Said Deed.



**AND WHEREAS** vide SAID DEED Plot Nos. 1 to 40 were partitioned as under:

- a) Plot Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 33, 35, 37 and 39 of the Said Property were allotted to Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare.
- b) Plot Nos. 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 31, 32, 34, 36 and 38 of the said Property were allotted to Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.
- c) Plot Nos. 29 and 40 of the said Property and the internal private roads/reserve road area etc., were jointly allotted to Shri Vaikunth Vassant Kare and his wife, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife, Smt. Indira Shrivallabh Kare.
- d) And the usufructory rights in respect of all Plot Nos. 1 to 40 as described in Schedule C of the SAID DEED, were allotted to Smt. Laxmibai Vassanta Kare.

AND WHEREAS by Agreement dated 29/10/2009 ("SAID AGREEMENT") entered into between Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Owners and M/s. Alcon Developers as Developers



therein, the Owners entrusted the work of development of the plots described in Schedule C of the SAID AGREEMENT to the Developers on the terms and conditions recorded under the SAID AGREEMENT.



AND WHEREAS pursuant to the SAID AGREEMENT, Developers carried out development of the said plots described in Schedule "C" of the SAID AGREEMENT and the said development was named as "Vasant Nagar-Phase II".

AND WHEREAS the parties to the SAID AGREEMENT have complied with all the terms and conditions as stipulated in the SAID AGREEMENT and as agreed mutually, the allotment of balance plots were effected in respective proportion between the Owners and Developers therein.

AND WHEREAS Smt. Laxmibai Vassant Kare expired on 24/10/2017, and upon her demise, the usufructory rights extinguished.

AND WHEREAS subsequent to the respective allotment in terms of the SAID AGREEMENT and on mutual understanding that concluded between the parties to the SAID AGREEMENT, the parties to the SAID AGREEMENT further proposed a development scheme on Plot Nos. 25, admeasuring 311 sq.mtrs, Plot No. 27, admeasuring 309 sq.mtrs, standing unto the absolute ownership and



possession of the Owners Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare, Plot Nos. 26, admeasuring 309 sq.mtrs, Plot No. 28, admeasuring 240 sq.mtrs standing unto the absolute ownership and possession of the Owners Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare and Plot Nos. 29, admeasuring 1381 sq.mtrs, Plot No. 40, admeasuring 540 sq.mtrs and the Internal private Road/reserve road area admeasuring 1605 sq.mtrs, standing unto the absolute ownership and possession of Owners jointly i.e Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.

AND WHEREAS the Owners are no longer interested in proposed development scheme on such plots and have expressed their desire to sell their respective plots to M/s. Alcon Developers, the PURCHASER herein.

AND WHEREAS in light of above, the VENDORS herein are the absolute Owners and in possession of Plot No. 29 admeasuring 1381 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 3 of P.T. Sheet No. 127, which plot is hereinafter referred to as the "SAID PLOT" and more particularly described in SCHEDULE III hereunder and identified in the plan hereto annexed with red hatched lines in the plan annexed hereto as Annexure-1



AND WHEREAS the VENDORS have agreed to sell to the PURCAHSER and the PURCHASER have agreed to purchase the SAID PLOT for the total consideration of Rs. 1,48,25,035/- (Rupees One Crore Forty Eight Lakhs Twenty Five Thousand Thirty Five Only) upon the terms and subject to the conditions hereinafter appearing.

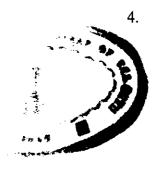
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:—

1. The VENDORS shall sell and the PPURCHASER shall purchase all that SAID PLOT bearing No. Plot No. 29 admeasuring 1381 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 3 of P.T. Sheet No. 127, which plot is more particularly described in Schedule III hereunder written and delineated in red in the plan annexed hereto as Annexure-1, together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PLOT belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto, free from all encumbrances, for the total consideration of Rs. 1,48,25,035/- (Rupees One Crore Forty Eight Lakhs Twenty Five Thousand Thirty Five Only)which is

the present market value.

- 2. The aforesaid total consideration of Rs. 1,48,25,035/- (Rupees One Crore Forty Eight Lakhs Twenty Five Thousand Thirty Five Only)shall be paid by the PURCHASER to the VENDORS in the following manner that is to say:—
  - (a) Rs. 26,34,049/- (Rupees Twenty Six Lakhs Thirty Four Thousand Forty Nine only) as part consideration amount, shall be paid on or before the execution of these presents (the payment and receipt whereof the VENDORS doth hereby admit and acknowledge); and
  - (b) Rs. 50,38,941/- (Rupees Fifty Lakhs Thirty Eight Thousand Nine Hundred Forty One only) as part consideration amount shall be paid on or before 30<sup>th</sup> September, 2019.
  - (c) Rs. 47,13,848/- (Rupees Forty Seven Lakhs Thirteen Thousand Eight Hundred Forty Eight only) as part consideration amount shall be paid on or before 30<sup>th</sup> September, 2020.
  - (d) Rs. 43,88,755/- (Rupees Forty Three Lakhs Eighty Eight Thousand Seven Hundred Fifty Five only) as balance consideration shall be paid on or before 30<sup>th</sup> September, 2021 or upon execution of Sale Deed, whichever is earlier.

 The area of the SAID PLOT is 1381 sq.mts., according to the documents of title and/or Government Records and the same shall be taken as correct and accepted by the PURCHASER.



The VENDORS shall make out a marketable title to the SAID PLOT free from all encumbrances, doubts and claims and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title encumbrances and claims by way of sale exchange, mortgage, gift, trust, inheritance, possession lease, lien, easement or otherwise.

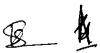
- 5. The sale will be completed within a period of 36 months from the date hereof time being the essence of contract, in the following manner:—
  - (a) The PURCHASER shall make payment of balance consideration amount to the VEDNORS as provided in Clause 2(d) above;
  - (b) Handing over of vacant and peaceful possession of the SAID PLOT by the VENDORS to the PURCHASERS as Owners thereof against execution of Deed of Conveyance.
  - (c) The VENDORS shall deliver to the PURCHASERS all title deeds, documents and papers exclusively relating to the SAID PLOT in their possession;



(d) The VENDORS shall execute and deliver to the PURCHASER or their nominee or nominees such Conveyance document or documents or assurances as may be required for effectuating a proper transfer of the SAID PLOT to the names of the PURCHASER or their nominee or nominees.



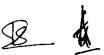
- (e) The VENDORS shall execute a suitable General Irrevocable Power of Attorney in favour of the PURCHASER and/or their nominees to deal with the SAID PLOT as full owners thereof including appointing Architects, preparing and submitting building and other plans for development of the SAID PLOT, making representations to and appearing before various authorities to make, sign, deliver and carry on correspondence, applications, writings, undertakings, affidavits etc. The said General Irrevocable Power of Attorney shall be valid throughout to enable the PURCHASER and/or their nominees to effectively transfer the SAID PLOT in their favour.
- 6. It is hereby agreed between the Parties hereto that the balance consideration payable under clause 2 (b), (C) and (d) by the PURCHASER to the VENDORS, shall carry a simple interest @ 8% (eight percent) from the date of execution of this presents till date of actual payments. The PURCHASER however reserves the right to effect payment well before the



stipulated dates and the payment of interest as stated hereinabove shall be chargeable only upto the date of actual payment.



- 7. The VENDORS hereby declares and confirms as under:—
  - (a) The VENDORS are otherwise well and sufficiently entitled to the SAID PLOT described in the Schedule III hereunder written and the same is their ancestral inherited property. Their title to the SAID PLOT is free and marketable.
  - (b) No other person except the VENDORS has any right, claim or demand in respect of the SAID PLOT or any part thereof.
  - The VENDORS have not created any sale, gift, mortgage, charge, (c) lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the SAID PLOT and the SAID PLOT is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and the VENDORS hereby that they shall hereafter third not create rights party whatsoever nature in respect the SAID PLOT.



- (d) The VENDORS have not entered into any agreement or arrangement, oral or written with regard to the sale of the SAID PLOT; and
- (e) There are no proceedings instituted by or against the VENDORS in respect of the SAID PLOT and pending in any Court or before any authority and the SAID PLOT is not under any *lispendens*.
- 8. The VENDORS further declares that no notices including any notice for acquisition, requisition or set back by the Government Central or State or by the Municipal Corporation or any other local, or public body or authority in respect of the SAID PLOT have been issued upon or received by the VENDORS or their agent or any person on their behalf.
- 9. In the event of the sale not being completed due to any willful default on the part of the VENDORS, the PURCHASER shall have the right to require specific performance by the VENDORS of this Agreement.
- 10. In the event of the sale not being completed due to any willful default on the part of the PURCHASER, the VENDORS shall have the right to require specific performance by the PURCHASER of this Agreement.
- 11. The VENDORS shall pay all assessments, rents, rates, taxes and out goings in respect of the SAID PLOT previous to the day of handing over



possession and the completion of the sale.



- 12. The PURCHASER upon execution hereon are permitted to commence development work including amalgamation if need be and construction of Multi- storeyed Building/(s) for residence as well as for commercial purpose in the said Plot.
- 13. The stamp-duty, registration charges and all other out of pocket expenses payable on this Agreement, Irrevocable Power of Attorney and on the Deed of Conveyance shall be borne and paid by the PURCHASER alone and each party shall bear and pay their own expenses including their own Advocates professional fees.

### **SCHEDULE I**

## (DESCRIPTION OF SAID LARGER PROPERTY)

All that property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 456 at folios 30 of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as "AZULEANCHI TOLLOY or GOGOLLA",





described in the Land Registration Office of Salcete under No. 457 at folios 30 reverse of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No.1087, situated at Gogol, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and bounded on the east and south by property of Narcinva Kare and others, on the north by property of heirs of Vassant Kare and on the west by property under Chalta No.1 sub-div.2 of P. T. Sheet No.128, now road.

## **SCHEDULE II**

## (DESCRIPTION OF SAID PROPERTY)

All that part of the said property described in the SCHEDULE "I" herein above, which part was formerly surveyed under Chalta Nos. 1, 2 and 3 sub- division 1 of P. T. Sheet No. 127 and Chalta No.1 sub-divisions 3, 4, 5 and 14 of P. T. Sheet No. 128 of Margao City Survey, having an area of 18,994.00 square meters or thereabouts and bounded on the east by property surveyed under Chalta No. 1 of P. T. Sheet No. 126, on the west by road, on the north by road and property surveyed under Chalta Nos. 1, 25, 2,31, 28 and 3 of P. T. Sheet No.122 and on the south by Chalta No. 1, sub-divisions 2, 6, 7 of P. T. Sheet No. 128 and Chalta Nos. 1, 2, 3 sub-divisions 2 and 5 of P. T. Sheet No.127.



## **SCHEDULE III**

## (DESCRIPTION OF SAID PLOT)

ALL THAT **PLOT NO. 29** admeasuring 1381sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 3 of P.T. Sheet No. 127 and bounded as under.

East : By property bearing Chalta No. 1 of P.T. Sheet. 122

West: Partly by Chalta No. 22 (Plot No. 28) & partly by cul-de-sac

North: By property bearing Chalta No. 1 of P.T. Sheet No. 122

South: By property bearing sub-division No. 2 of Chalta No. 3

(part) P.T. Sheet No. 127

8 4

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands, photographs and finger prints on the day and year first hereinabove written:



SIGNED, SEALED AND DELIVERED

By the withinnamed the VENDORS

MR. SHRIVALLABH VASSANT KARE

alias SRI VALLABH VASSANTA KARE

For self and as Power of Attorney for

VENDOR No. I (a)MR. VAIKUNTH VASSANT KARE

alias VAIKUNTA VASSANTA KARE

alias AJIT VASSANT KARE

(b) MRS. SHANTA VAIKUNTH KARE

(d) MRS. INDIRA SHRIVALLABH KARE

# Left Hand Finger Impression

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# Right Hand Finger Impression



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SIGNED, SEALED AND DELIVERED
by the withinnamed PURCHASER
M/S. ALCON DEVELOPERS, through its
Authorized Partner
MR. AAKASH NANDA NAIK KHAUNTE)





## Left Hand Finger Impression

2.

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# Right Hand Finger Impression

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# IN THE PRESENCE OF WITNESSES:-

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OF PTS: NO. PLAN SHOWING PLOT IN THE PROPERTY BEARING CH. 3. SITUATED AT GOGOL-MARGAO - GOA.



PLOT NO - 29

AREA = 1387.00 m2



A)

OWNER'S SIGN.

DRAIN CH1/PTS, 122 CH.3 59.3 CH. 22 A O H

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### Office of Sub-Registrar Salcete/Margao

#### Government of Goa

Print Date & Time: 11-09-2018 03:12:34 PM

Document Serial Number: 4072

Presented at 12:33:00 PM on 11-09-2018 in the office of the Sub-Registrar (Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fees	550.00
8	Total:	1050.00

amp Duty Required:

429928.00

Stamp Duty Paid: 429950.00

Nikhil V. Naik presenter

Name	Photo	Thumb Impression	Signature
Nikhil V. Naik,s/o. Vasant Naik, UnMarried,Indian,age 27 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012			Review

#### **Endorsements**

## Executant

1. Shrivallabh Vassant Kare alias Sri Vallabh Vassanta Kare , s/o. late Vassant Vaikunth Kare , Married,Indian,age 62 Years,Land Lord,r/oGogol, Margao, Salcete, Goa. as the POA of Vendor No.1, 2 & 4 vide POA dated 26/02/2015, executed before Notary Shri Adv. Rajiv Mukund Shinkre, Margao Goa, under Reg. No.84390/2015

Photo	Thumb Impression	Signature
		Sode

2 . Nikhil V. Naik, s/o. Vasant Naik, UnMarried,Indian,age 27 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012

Photo	Thumb Impression	Signature
		Winder

## Identification

Sr No.	Witness Details	Signature
	Sunil Govenkar , s/o. Jaga Govenkar ,Married,Indian,age 43 Years,Service,r/o H.No. 473 Nerul Bardez GOa	5. lack





Book-1 Document
Registration Number MGO-BK1-04040-2018
CD Number MGOD128 on
Date 11-09-2018

Sub-Registrar (Salasto Margão )

PALC 1

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

CITIZEN CREDIT CO-OP BANK LTD STITT 22456 NON JUDICIAL TOTAL
SURVEY NO. 125/2. PLONED. 158

SURVEY NO. 125/2, PLOT NO. 15: NEAR TEEN BUILDING ALTO, PORVORIM BARDEZ - GOA - 403521

D-5/STP(V)/C.R./35/34/2011-RD

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Rs. O 1 4 4 6 O O/- PB7147
INDIA STAMP DUTY GOA

(40)

Rama of Purchaser M/s. Alcon Developers

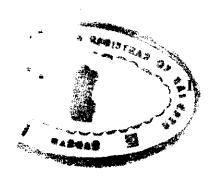
Le 79/1/

NIKHIL V. NAIK TOUGH

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Margao, Goa on this  $11^{10}$  day of September of the year Two Thousand and Highteen (11/09/2018).





- (a) MR. VAIKUNTH VASSANT KARE alias VAIKUNTA VASSANTA KARE alias AJIT VASSANT KARE, son of late Vassant Vaikunth Kare, 68 years of age, married, landlord, having PAN No. ADMPK3166G, Aadhar Card No. 7835 6705 1548 and his wife;
- (b) MRS. SHANTA VAIKUNTH KARE, daughter of late Keshav Sinai Nadkarni, 67 years of age, married, housewife, having PAN No. ADGPK3925M, Aadhar Card No. 4002 1683 0869, both Indian Nationals, residing at H.No. 3/5393, Gogol, Margao, Goa.
- (c) MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, son of late Vassant Vaikunth Kare, 62 years of age, married, landlord, having PAN No. ADMPK2691L, Aadhar Card No. 8156 1936 9662, and his wife;
- (d) MRS. INDIRA SHRIVALLABH KARE, daughter of late Mr. Hari Sinai Cuncolienkar, 60 years of age, married, housewife, having PAN No. ADGPK3927K, Aadhar Card No. 4468 0160 0598, both Indian Nationals, residing at H.No. 3/5376, Gogol, Margao, Goa, and all parties hereinabove shall hereinafter jointly and collectively referred to as the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs,



executors, administrators, successors, legal representatives and assigns) of the ONE PART;

The VENDORS at serial No. I (a), (b) and (d) herein above are represented through their constituted Attorney, MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, appointed by virtue of General Power of Attorney dated 26.02.2015 executed before Notary Public, Adv. Rajiv M. Shinkre at Margao Goa, registered under No. 84390 dated 26.02.2015.

## <u>AND</u>

II. M/S. ALCON DEVELOPERS, a partnership firm, registered under Indian Partnership Act, 1932, having its registered office at Sukerkar Mansion, M. G. Road, Panaji, having PAN No. AACFA6290L, represented in this act by its Partner, MR. AAKASH NANDA NAIK KHAUNTE, son of Shri Nanda Sadassiva Naique Counto, 37 years old, married, business, having Aadhar Card No. 5511 8544 0269, Indian National, residing at 141 - Plot 69D, Next to Vastu Hermitage, Chimbel, Ribandar, Tiswadi, Goa, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context shall mean and include any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors,

administrators and permitted assigns, successors of the firm) of the OTHER PART;

WHEREAS there exists a property formed by amalgamation of two properties, a mely (1) property known as "AZULIANCHI TOLLOY" or "GOGOLLA", described in the Land Registration Office of Salcete at Margao under No. 456 at folio 30 of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as AZULEANCHI TOLLOY or GOGOLLA, described in the Land Registration Office of Salcete at Margao under No. 457 at folio 30 reverse of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1087, together surveyed under Chalta No. 1, sub-division 3, 4, 5 and 14 of P.T. Sheet No. 128 and Chalta No. 1/1, Chalta No. 2/1 and Chalta No. 3/1 of P.T. Sheet No. 127, situated at Gogol, Margao, Goa, hereinafter referred to as the "SAID LARGER PROPERTY" and more particularly described in SCHEDULE I hereunder.

AND WHEREAS the said Larger Property was acquired by late Shri Vassanta Kare and his wife, late Smt. Laxmibai Vassanta Kare, from Shri Jairama Voicunta Sinai Caro and his wife Lalita Jairama Caro, by virtue of Deed of Gift, Sale and Exchange drawn on 15<sup>th</sup> January 1961 before Interim Notary of

9

Judicial Division of Salcete, Shri Raul Gerson Purificacao de Santa Rita Vaz, recorded at page 30 reverse onwards of the Deeds No. 1117.

AND WHEREAS the said Shri Vassanta Kare expired on 22<sup>nd</sup> May 1976 leaving behind his widow, Smt. Laxmibai Vassant Kare as his moiety holder and his sole and universal heirs, his three children, namely (i) Shri Vaikunth Vassant Kare married to Smt. Shanta Vaikunth Kare, (ii) Shri Shrivallabh Vassant Kare married to Smt. Indira Shrivallabh Kare and (iii) Smt. Tejaswini Nagesh Naik Kurade married to Shri Nagesh Sagoon Naik Kurade.

AND WHEREAS by Deed of Relinquishment of Illiquid and Undivided Rights dated 22<sup>nd</sup> December 1984, drawn at pages 85R (overleaf) onwards of Register of Deeds under No. 1299 and recorded in the books of the ex-officio Notary of Salcete at Margao, namely, Shri Joanes Agnelo Lino Rodrigues, Smt. Tejaswini Nagesh Naik Kurade alongwith her husband, Shri Nagesh Sagoon Naik Kurade relinquished freely and voluntarily their illiquid and undivided rights to the estate left behind by their late father/father-in-law, Shri Vassanta Kare in favour of other co-heirs.

AND WHEREAS by virtue of Deed of Succession drawn on 25<sup>th</sup> February 1987 before Ex-officio Notary of Salcete, recorded at page 54 overleaf onwards of Register of Deeds under No. 1309, Smt. Laxmibai Vassant Kare, Shri



Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare became sole owners and possessors of the said Larger Property/estate left by late Shri Vassanta Kare.

AND WHEREAS the portion of the said Larger Property initially surveyed under Chalta Nos. 1, 2 and 3, sub-division 1 of P.T. Sheet No. 127 and Chalta No. 1 sub-divisions 3, 4, 5 and 14 of P.T. Sheet No. 128, having an area of about 18,994.00 square meters or thereabout, forms an independent and separate property, which shall hereinafter referred to as the "said Property" and more particularly described in SCHEDULE II hereunder.

AND WHEREAS vide Deed of Partition dated 21<sup>st</sup> May 2007 registered in the Office of the Sub-Registrar of Salcete, Margao under No. 2556 at pages 211 to 248 of Book No. I Vol. 2474 dated 24/05/2007 (hereinafter referred to as the "SAID DEED") executed by and between the owners Smt. Laxmibai Vassant Kare as First Party, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare as Second Party and Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Third Party, wherein the said Property was partitioned and divided into 40 plots numbered as Plot Nos. 1 to 40 and Plot Nos. 1 to 40 are described in Schedule C of the Said Deed.

AND WHEREAS vide SAID DEED Plot Nos. 1 to 40 were partitioned as under:

Plot Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 33, 35, 37 and 39 of the Said Property were allotted to Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare.

- b) Plot Nos. 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 31, 32, 34, 36 and 38 of the said Property were allotted to Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.
- c) Plot Nos. 29 and 40 of the said Property and the internal private roads/reserve road area etc., were jointly allotted to Shri Vaikunth Vassant Kare and his wife, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife, Smt. Indira Shrivallabh Kare.
- d) And the usufructory rights in respect of all Plot Nos. 1 to 40 as described in Schedule C of the SAID DEED, were allotted to Smt. Laxmibai Vassanta Kare.

AND WHEREAS by Agreement dated 29/10/2009 ("SAID AGREEMENT") entered into between Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Owners and M/s. Alcon Developers as Developers

therein, the Owners entrusted the work of development of the plots described in Schedule C of the SAID AGREEMENT to the Developers on the terms and conditions recorded under the SAID AGREEMENT.

AND WHEREAS pursuant to the SAID AGREEMENT, Developers carried out development of the said plots described in Schedule "C" of the SAID AGREEMENT and the said development was named as "Vasant Nagar-Phase II".

AND WHEREAS the parties to the SAID AGREEMENT have complied with all the terms and conditions as stipulated in the SAID AGREEMENT and as agreed mutually, the allotment of balance plots were effected in respective proportion between the Owners and Developers therein.

AND WHEREAS Smt. Laxmibai Vassant Kare expired on 24/10/2017, and upon her demise, the usufructory rights extinguished.

AND WHEREAS subsequent to the respective allotment in terms of the SAID AGREEMENT and on mutual understanding that concluded between the parties to the SAID AGREEMENT, the parties to the SAID AGREEMENT further proposed a development scheme on Plot Nos. 25, admeasuring 311 sq.mtrs, Plot No. 27, admeasuring 309 sq.mtrs, standing unto the absolute ownership and possession of the Owners Shri Shrivallabh Vassant Kare and his wife Smt.





Indira Shrivallabh Kare, Plot Nos. 26, admeasuring 309 sq.mtrs, Plot No. 28, admeasuring 240 sq.mtrs standing unto the absolute ownership and possession of the Owners Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare and Plot Nos. 29, admeasuring 1381 sq.mtrs, Plot No. 40, admeasuring sq.mtrs and the Internal private Road/reserve road area admeasuring 1605 admeasuring unto the absolute ownership and possession of Owners jointly i.e Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.

AND WHEREAS the Owners are no longer interested in proposed development scheme on such plots and have expressed their desire to sell their respective plots to M/s. Alcon Developers, the PURCHASER herein.

AND WHEREAS in light of above, the VENDORS herein are the absolute Owners and in possession of Plot No. 40 admeasuring 540 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 32 of P.T. Sheet No. 127, which plot is hereinafter referred to as the "SAID PLOT" and more particularly described in SCHEDULE III hereunder and identified in the plan hereto annexed with red hatched lines in the plan annexed hereto as Annexure-1

AND WHEREAS the VENDORS have agreed to sell to the PURCAHSER and the PURCHASER have agreed to purchase the SAID PLOT for the total

consideration of Rs. 49,85,000/- (Rupees Forty Nine Lakhs Eighty Five Thousand Only) upon the terms and subject to the conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO as follows:—

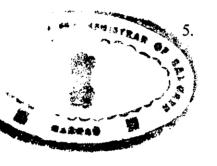
- 1. The VENDORS shall sell and the PPURCHASER shall purchase all that SAID PLOT bearing No. Plot No. 40 admeasuring 540 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 32 of P.T. Sheet No. 127, which plot is more particularly described in Schedule III hereunder written and delineated in red in the plan annexed hereto as Annexure-1, together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID PLOT belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto, free from all encumbrances, for the total consideration of Rs. 49,85,000/- (Rupees Forty Nine Lakhs Eighty Five Thousand Only) which is the present market value.
- 2. The aforesaid total consideration of Rs. 49,85,000/- (Rupees Forty Nine Lakhs Eighty Five Thousand Only) shall be paid by the

## PURCHASER to the VENDORS in the following manner that is to say:-



- (a) Rs. 8,62,842/- (Rupees Eight Lakhs Sixty Two Thousand Eight Hundred Forty Two only) as part consideration amount, shall be paid on or before the execution of these presents (the payment and receipt whereof the VENDORS doth hereby admit and acknowledge); and
- (b) Rs. 17,03,825/- (Rupees Seventeen Lakhs Three Thousand Eight Hundred Twenty Five only) as part consideration amount shall be paid on or before 30<sup>th</sup> September, 2019.
- (b) Rs. 15,93,901/- (Rupees Fifteen Lakhs Ninety Three Thousand Nine Hundred and One only) as part consideration amount shall be paid on or before 30<sup>th</sup> September, 2020.
- (d) Rs. 14,83,977/- (Rupees Fourteen Lakhs Eighty Three Thousand Nine Hundred Seventy Seven only) as balance consideration shall be paid on or before 30<sup>th</sup> September, 2021 or upon execution of Sale Deed, whichever is earlier.
- The area of the SAID PLOT is 540 sq.mts., according to the documents of title and/or Government Records and the same shall be taken as correct and accepted by the PURCHASER.
- 4. The VENDORS shall make out a marketable title to the SAID PLOT free

from all encumbrances, doubts and claims and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title encumbrances and claims by way of sale exchange, mortgage, gift, trust, inheritance, possession lease, lien, easement or otherwise.

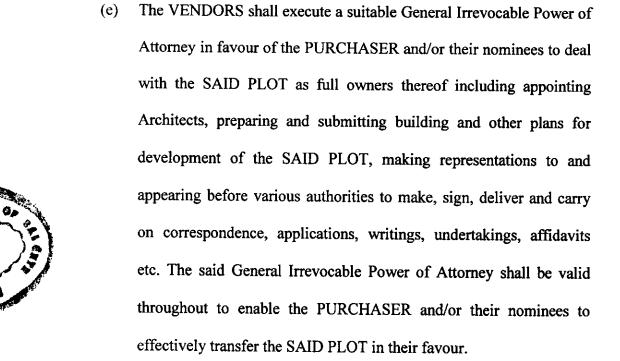


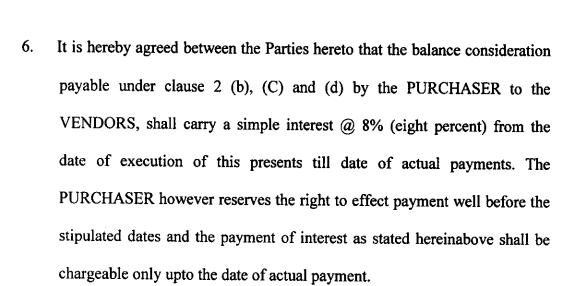
The sale will be completed within a period of 36 months from the date hereof time being the essence of contract, in the following manner:—

- (a) The PURCHASER shall make payment of balance consideration amount to the VEDNORS as provided in Clause 2(d) above;
- (b) Handing over of vacant and peaceful possession of the SAID PLOT by the VENDORS to the PURCHASERS as Owners thereof against execution of Deed of Conveyance.
- (c) The VENDORS shall deliver to the PURCHASERS all title deeds, documents and papers exclusively relating to the SAID PLOT in their possession;
- (d) The VENDORS shall execute and deliver to the PURCHASER or their nominee or nominees such Conveyance document or documents or assurances as may be required for effectuating a proper transfer of the SAID PLOT to the names of the PURCHASER or their nominee or nominees.



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## 7. The VENDORS hereby declares and confirms as under:—

(a) The VENDORS are otherwise well and sufficiently entitled to the SAID PLOT described in the Schedule III hereunder written and the same is their ancestral inherited property. Their title to the SAID



PLOT is free and marketable.

- (b) No other person except the VENDORS has any right, claim or demand in respect of the SAID PLOT or any part thereof.
- The VENDORS have not created any sale, gift, mortgage, charge, (c) lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the SAID PLOT and the SAID PLOT is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and the VENDORS hereby declares that they shall hereafter not create third party rights of whatsoever nature in respect the SAID PLOT.
- (d) The VENDORS have not entered into any agreement or arrangement, oral or written with regard to the sale of the SAID PLOT; and
- (e) There are no proceedings instituted by or against the VENDORS in respect of the SAID PLOT and pending in any Court or before any authority and the SAID PLOT is not under any lispendens.
- 8. The VENDORS further declares that no notices including any notice for acquisition, requisition or set back by the Government Central or State or by the Municipal Corporation or any other local, or public body or authority in respect of the SAID PLOT have been issued upon or received by the VENDORS or their agent or any person on their behalf.





- 9. In the event of the sale not being completed due to any willful default on the part of the VENDORS, the PURCHASER shall have the right to require specific performance by the VENDORS of this Agreement.
- 10. In the event of the sale not being completed due to any willful default on the part of the PURCHASER, the VENDORS shall have the right to require specific performance by the PURCHASER of this Agreement.
- 11. The VENDORS shall pay all assessments, rents, rates, taxes and out goings in respect of the SAID PLOT previous to the day of handing over possession and the completion of the sale.
- 12. The PURCHASER upon execution hereon are permitted to commence development work including amalgamation if need be and construction of Multi- storeyed Building/(s) for residence as well as for commercial purpose in the said Plot.
- 13. The stamp-duty, registration charges and all other out of pocket expenses payable on this Agreement, Irrevocable Power of Attorney and on the Deed of Conveyance shall be borne and paid by the PURCHASER alone and each party shall bear and pay their own expenses including their own Advocates professional fees.



## **SCHEDULE I**

## (DESCRIPTION OF SAID LARGER PROPERTY)

All that property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 456 at folios 30 of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as "AZULEANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 457 at folios 30 reverse of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No.1087, situated at Gogol, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and bounded on the east and south by property of Narcinva Kare and others, on the north by property of heirs of Vassant Kare and on the west by property under Chalta No.1 sub-div.2 of P. T. Sheet No.128, now road.

## **SCHEDULE II**

## (DESCRIPTION OF SAID PROPERTY)

All that part of the said property described in the SCHEDULE "I" herein above, which part was formerly surveyed under Chalta Nos. 1, 2 and 3 sub-division 1 of P. T. Sheet No. 127 and Chalta No.1 sub-divisions 3, 4, 5 and 14 of P. T. Sheet



No. 128 of Margao City Survey, having an area of 18,994.00 square meters or thereabouts and bounded on the east by property surveyed under Chalta No. 1 of P. T. Sheet No. 126, on the west by road, on the north by road and property surveyed under Chalta Nos. 1, 25, 2,31, 28 and 3 of P. T. Sheet No.122 and on the south by Chalta No. 1, sub-divisions 2, 6, 7 of P. T. Sheet No. 128 and Chalta Nos. 1, 2, 3 sub-divisions 2 and 5 of P. T. Sheet No.127.

## **SCHEDULE III**

## (DESCRIPTION OF SAID PLOT)

ALL THAT **PLOT NO. 40** admeasuring 540 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 32 of P.T. Sheet No. 127 and bounded as under.

East: By property bearing sub-div. No. 2 of Chalta No. 3 (part) of P.T. Sheet No. 127

West: Partly by Chalta No. 31 & Partly by cul-de-sac

North: By Chalta No. 2(part) of P.T.Sheet No. 127

South: By property bearing sub-div.no.2 of Chalta No. 3 (part) of

P.T. Sheet No. 127





IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands, photographs and finger prints on the day and year first hereinabove written:

SIGNED, SEALED AND DELIVERED)
By the withinnamed the VENDORS)
MR. SHRIVALLABH VASSANT KARE
alias SRI VALLABH VASSANTA KARE
For self and as Power of Attorney for
VENDOR No. I (a)MR. VAIKUNTH VASSANT KARE
alias VAIKUNTA VASSANTA KARE
alias AJIT VASSANT KARE
(b) MRS. SHANTA VAIKUNTH KARE
(d) MRS. INDIRA SHRIVALLABH KARE

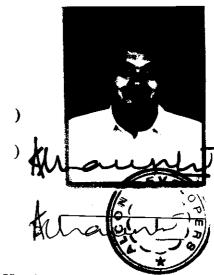
Left Hand Finger Impression

Right Hand Finger Impression

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SIGNED, SEALED AND DELIVERED
by the withinnamed PURCHASER
M/S. ALCON DEVELOPERS, through its
Authorized Partner
MR. AAKASH NANDA NAIK KHAUNTE)



Left Hand Finger Impression

iana i niget impression	Right Hand Finger Impr
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IN THE PRESENCE OF WITNESSES:-

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		8	_	



## Office of Sub-Registrar Salcete/Margao

#### Government of Goa

Print Date & Time: 11-09-2018 03:08:58 PM

Document Serial Number: 4079

Presented at 01:08:00 PM on 11-09-2018 in the office of the Sub-Registrar (Salcete/Margao) Along with fees paid as follows:

-Sr. No.	Description	Rs. Ps
	Registration Fee	500.00
2	Processing Fees	530.00
	Total:	1030.00

Stamp Duty Required:

144565.00

Stamp Duty Paid: 144600.00

## Nikhil V Naik presenter

Name	Photo	Thumb Impression	Signature
Nikhil V Naik , UnMarried,Indian,age 27 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012			audil

## **Endorsements**

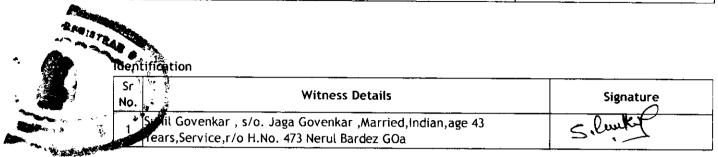
#### Executant

1. Shrivallabh Vassant Kare alias Vallabh Vassanta Kare, s/o. late Vassant Vaikunth Kare, Married,Indian,age 62 Years,Land Lord,r/oGogol, Margao, Salcete, Goa. forself and power of attorney for the Vendor no.(a),(b),(d) vide POA dated 26/02/2015, executed before Notary Shri Adv. Rajiv Mukund Shinkre, Margao Goa, under Reg. No.84390/2015

Photo	Thumb Impression	Signature
		Som -

2 . Nikhil V Naik, UnMarried,Indian,age 27 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012

Photo	Thumb Impression	Signature
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Book-1 Document
Registration Number MGO-BK1-04039-2018
CD Number MGOD128 on
Date 11-09-2018

RUGBERAR

CUM - CUM - EEGISTRA

Sub-Registrar (Salcete/Margao )

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

(Rupees One Lakh Forty Thousand Fifty Only)

CITIZEN CREDIT CO-OP BANK LTD STREET 22702 NON:

SURVEY NO. 125/2, PLOT NO. 158 **NEAR TEEN BUILDING** 

ALTO, PORVORIM BARDEZ - GOA - 403521

D-5/STP(V)/C.R./35/34/2011-RD

zero ome four zero zero five zero 15:00

Rs.0140050/- PB7147

**INDIA** 

STAMP DUTY

**GOA** 

Some structuses MS ALCON DEVELOPERS

NIKHIL



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Margao, Goa on this 1st day of November of the year Two Thousand and Eighteen (01/11/2018).





## **BETWEEN**

- I. (a) MR. VAIKUNTH VASSANT KARE alias VAIKUNTA VASSANTA KARE alias AJIT VASSANT KARE, son of late Vassant Vaikunth Kare, 68 years of age, married, landlord, having PAN No. ADMPK3166G, Aadhar Card No. 7835 6705 1548 and his wife;
  - (b) MRS. SHANTA VAIKUNTH KARE, daughter of late Keshav Sinai Nadkarni, 67 years of age, married, housewife, having PAN No. ADGPK3925M, Aadhar Card No. 4002 1683 0869, both Indian Nationals, residing at H.No. 3/5393, Gogol, Margao, Goa.
  - (c) MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, son of late Vassant Vaikunth Kare, 62 years of age, married, landlord, having PAN No. ADMPK2691L, Aadhar Card No. 8156 1936 9662, and his wife;
  - (d) MRS. INDIRA SHRIVALLABH KARE, daughter of late Mr. Hari Sinai Cuncolienkar, 60 years of age, married, housewife, having PAN No. ADGPK3927K, Aadhar Card No. 4468 0160 0598, both Indian Nationals, residing at H.No. 3/5376, Gogol, Margao, Goa, and all parties hereinabove shall hereinafter jointly and collectively referred to as the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs,



executors, administrators, successors, legal representatives and assigns) of the ONE PART;

## **AND**

M/S. ALCON DEVELOPERS, a partnership firm, registered under II. Indian Partnership Act, 1932, having its registered office at Sukerkar Mansion, M. G. Road, Panaji, having PAN No. AACFA6290L, represented in this act by its Partner, MR. AAKASH NANDA NAIK KHAUNTE, son of Shri Nanda Sadassiva Naique Counto, 37 years old, married, business, having Aadhar Card No. 5511 8544 0269, Indian National, residing at 141 - Plot 69D, Next to Vastu Hermitage, Chimbel, Ribandar, Tiswadi, Goa, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context shall mean and include any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the respective heirs, legal representatives, executors, and their administrators and permitted assigns, successors of the firm) of the OTHER PART;

The VENDORS at serial No. I (a), (b) and (d) herein above are represented through their constituted Attorney, MR. SHRIVALLABH VASSANT KARE alias SRI VALLABH VASSANTA KARE, appointed by virtue of General



Ower of Attorney dated 26.02.2015 executed before Notary Public, Adv. Rajiv Shinkre at Margao Goa, registered under No. 84390 dated 26.02.2015.

WHEREAS there exists a property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY" or "GOGOLLA", described in the Land Registration Office of Salcete at Margao under No. 456 at folio 30 of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as AZULEANCHI TOLLOY or GOGOLLA, described in the Land Registration Office of Salcete at Margao under No. 457 at folio 30 reverse of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1087, together surveyed under Chalta No. 1, sub-division 3, 4, 5 and 14 of P.T. Sheet No. 128 and Chalta No. 1/1, Chalta No. 2/1 and Chalta No. 3/1 of P.T. Sheet No. 127, situated at Gogol, Margao, Goa, hereinafter referred to as the "SAID LARGER PROPERTY" and more particularly described in SCHEDULE I hereunder.

AND WHEREAS the said Larger Property was acquired by late Shri Vassanta Kare and his wife, late Smt. Laxmibai Vassanta Kare, from Shri Jairama Voicunta Sinai Caro and his wife Lalita Jairama Caro, by virtue of Deed of Gift, Sale and Exchange drawn on 15<sup>th</sup> January 1961 before Interim Notary of



ud sial Division of Salcete, Shri Raul Gerson Purificacao de Santa Rita Vaz, corded at page 30 reverse onwards of the Deeds No. 1117.

AND WHEREAS the said Shri Vassanta Kare expired on 22<sup>nd</sup> May 1976 leaving behind his widow, Smt. Laxmibai Vassant Kare as his moiety holder and his sole and universal heirs, his three children, namely (i) Shri Vaikunth Vassant Kare married to Smt. Shanta Vaikunth Kare, (ii) Shri Shrivallabh Vassant Kare married to Smt. Indira Shrivallabh Kare and (iii) Smt. Tejaswini Nagesh Naik Kurade married to Shri Nagesh Sagoon Naik Kurade.

AND WHEREAS by Deed of Relinquishment of Illiquid and Undivided Rights dated 22<sup>nd</sup> December 1984, drawn at pages 85R (overleaf) onwards of Register of Deeds under No. 1299 and recorded in the books of the ex-officio Notary of Salcete at Margao, namely, Shri Joanes Agnelo Lino Rodrigues, Smt. Tejaswini Nagesh Naik Kurade alongwith her husband, Shri Nagesh Sagoon Naik Kurade relinquished freely and voluntarily their illiquid and undivided rights to the estate left behind by their late father/father-in-law, Shri Vassanta Kare in favour of other co-heirs.

AND WHEREAS by virtue of Deed of Succession drawn on 25<sup>th</sup> February 1987 before Ex-officio Notary of Salcete, recorded at page 54 overleaf onwards of Register of Deeds under No. 1309, Smt. Laxmibai Vassant Kare, Shri



Takunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare became sole owners and possessors of the said Larger Property/estate left by late Shri Vassanta Kare.

and whereas the portion of the said Larger Property initially surveyed under Chalta Nos. 1, 2 and 3, sub-division 1 of P.T. Sheet No. 127 and Chalta No. 1 sub-divisions 3, 4, 5 and 14 of P.T. Sheet No. 128, having an area of about 18,994.00 square meters or thereabout, forms an independent and separate property, which shall hereinafter referred to as the "said Property" and more particularly described in SCHEDULE II hereunder.

AND WHEREAS vide Deed of Partition dated 21<sup>st</sup> May 2007 registered in the Office of the Sub-Registrar of Salcete, Margao under No. 2556 at pages 211 to 248 of Book No. I Vol. 2474 dated 24/05/2007 (hereinafter referred to as the "SAID DEED") executed by and between the owners Smt. Laxmibai Vassant Kare as First Party, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare as Second Party and Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Third Party, wherein the said Property was partitioned and divided into 40 plots numbered as Plot Nos. 1 to 40 and Plot Nos. 1 to 40 are described in Schedule C of the Said Deed.



WHEREAS vide SAID DEED Plot Nos. 1 to 40 were partitioned as

- a) Plot Nos. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 33, 35, 37 and 39 of the Said Property were allotted to Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare.
- b) Plot Nos. 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 31, 32, 34, 36 and 38 of the said Property were allotted to Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.
- c) Plot Nos. 29 and 40 of the said Property and the internal private roads/reserve road area etc., were jointly allotted to Shri Vaikunth Vassant Kare and his wife, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife, Smt. Indira Shrivallabh Kare.
- d) And the usufructory rights in respect of all Plot Nos. 1 to 40 as described in Schedule C of the SAID DEED, were allotted to Smt. Laxmibai Vassanta Kare.

AND WHEREAS by Agreement dated 29/10/2009 ("SAID AGREEMENT") entered into between Smt. Laxmibai Vassant Kare, Shri Vaikunth Vassant Kare, Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and Smt. Indira Shrivallabh Kare as Owners and M/s. Alcon Developers as Developers



herein, the Owners entrusted the work of development of the plots described in chedule C of the SAID AGREEMENT to the Developers on the terms and conditions recorded under the SAID AGREEMENT.

AND WHEREAS pursuant to the SAID AGREEMENT, Developers carried out development of the said plots described in Schedule "C" of the SAID AGREEMENT and the said development was named as "Vasant Nagar-Phase II".

AND WHEREAS the parties to the SAID AGREEMENT have complied with all the terms and conditions as stipulated in the SAID AGREEMENT and as agreed mutually, the allotment of balance plots were effected in respective proportion between the Owners and Developers therein.

AND WHEREAS Smt. Laxmibai Vassant Kare expired on 24/10/2017, and upon her demise, the usufructory rights extinguished.

AND WHEREAS subsequent to the respective allotment in terms of the SAID AGREEMENT and on mutual understanding that concluded between the parties to the SAID AGREEMENT, the parties to the SAID AGREEMENT further proposed a development scheme on Plot Nos. 25, admeasuring 311 sq.mtrs, Plot No. 27, admeasuring 309 sq.mtrs, standing unto the absolute ownership and



Indira Shrivallabh Kare, Plot Nos. 26, admeasuring 309 sq.mtrs, Plot No. 28, admeasuring 240 sq.mtrs standing unto the absolute ownership and possession of the Owners Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare and Plot Nos. 29, admeasuring 1381 sq.mtrs, Plot No. 40, admeasuring 540 sq.mtrs and the Internal private Road/reserve road area admeasuring 1605 sq.mtrs, standing unto the absolute ownership and possession of Owners jointly i.e Shri Vaikunth Vassant Kare and his wife Smt. Shanta Vaikunth Kare, Shri Shrivallabh Vassant Kare and his wife Smt. Indira Shrivallabh Kare.

AND WHEREAS the Owners are no longer interested in proposed development scheme on such plots and have expressed their desire to sell their respective plots to M/s. Alcon Developers, the PURCHASER herein.

AND WHEREAS in light of above, the VENDORS herein are the absolute Owners and in possession of area reserved for private road/internal reserve road totally admeasuring 1605 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 2 of P.T. Sheet No. 127, which area shall hereinafter referred to as the "SAID PLOT" and more particularly described in SCHEDULE III hereunder and identified in the plan hereto annexed with red hatched lines as Annexure 1.



WHEREAS the VENDORS have agreed to sell to the PURCAHSER and the PURCHASER have agreed to purchase the part of the SAID PLOT to the extent of area admeasuring 459 sq.mtrs forming a part of Chalta No. 2 of P.T. Sheet No. 127 of City Survey Margao, which part of the SAID PLOT admeasuring 459 sq.mtrs shall hereinafter referred to as the "SAID AREA" and more particularly described in SCHEDULE IV hereunder and identified in the plan hereto annexed with red hatched lines as Annexure 2.

AND WHEREAS the VENDORS have agreed to sell to the PURCAHSER and the PURCHASER have agreed to purchase the SAID AREA for the total consideration of Rs.48,28,850/- (Rupees Forty Eight Lakhs Twenty Eight Thousand Eight Hundred Fifty Only) upon the terms and subject to the conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:—

 The VENDORS shall sell and the PURCHASER shall purchase all that SAID AREA, admeasuring 459 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 2 of



P.T. Sheet No. 127 (Part), which SAID AREA is more particularly described in Schedule IV hereunder written and delineated in red in the plan annexed hereto as Annexure-2, together with all trees, fences, ways, water courses, structures, lights and privileges, easement and appurtenances whatsoever to the SAID AREA belonging to or in any way appertaining or usually held or occupied therewith or reputed to belong to or appurtenant thereto, free from all encumbrances, for the total consideration of Rs. 48,28,850/- (Rupees Forty Eight Lakhs Twenty Eight Thousand Eight Hundred Fifty Only) which is the present market value.

- 2. The aforesaid total consideration of Rs. 48,28,850/- (Rupees Forty Eight Lakhs Twenty Eight Thousand Eight Hundred Fifty Only) shall be paid by the PURCHASER to the VENDORS in the following manner that is to say:—
  - (a) Rs. 8,34,735/- (Rupees Eight Lakhs Thirty Four Thousand Seven Hundred Thirty Five only) as part consideration amount, shall be paid on or before the execution of these presents (the payment and receipt whereof the VENDORS doth hereby admit and acknowledge); and

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Rs. 16,50,901/- (Rupees Sixteen Lakhs Fifty Thousand Nine Hundred and One only) as part consideration amount shall be paid on or before 30<sup>th</sup> September, 2019.

- (c) Rs. 15,44,391/- (Rupees Fifteen Lakhs Forty Four Thousand Three Hundred Ninety One only) as part consideration amount shall be paid on or before 30<sup>th</sup> September, 2020.
- (d) Rs. 14,37,881/- (Rupees Fourteen Lakhs Thirty Seven Thousand Eight Hundred Eighty One only) as balance consideration shall be paid on or before 30<sup>th</sup> September, 2021 or upon execution of Sale Deed, whichever is earlier.
- 3. The area of the SAID AREA is 459 sq.mts., which the PURCHASER shall at its sole discretion may amalgamate the SAID AREA with other Plots that may have agreed to purchase from the VENDORS.
- 4. The VENDORS shall make out a marketable title to the SAID AREA free from all encumbrances, doubts and claims and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title encumbrances and claims by way of sale exchange, mortgage, gift, trust, inheritance, possession lease, lien, easement or otherwise.



The sale will be completed within a period of 36 months from the date hereof time being the essence of contract, in the following manner:—

- (a) The **PURCHASER** shall make payment of balance consideration amount the **VEDNORS** provided to in Clause 2(d) above;
- (b) Handing over of vacant and peaceful possession of the SAID AREA by the VENDORS to the PURCHASERS as Owners thereof against execution of Deed of Conveyance.
- (c) The VENDORS shall deliver to the PURCHASERS all title deeds, documents and papers exclusively relating to the SAID PLOT/SAID AREA in their possession;
- (d) The VENDORS shall execute and deliver to the PURCHASER or their nominee or nominees such Conveyance document or documents or assurances as may be required for effectuating a proper transfer of the SAID AREA to the names of the PURCHASER or their nominee or nominees.
- (e) The VENDORS shall execute a suitable General Irrevocable Power of
  Attorney in favour of the PURCHASER and/or their nominees to deal
  with the SAID AREA as full owners thereof including appointing
  Architects, preparing and submitting building and other plans for
  development of the SAID AREA, making representations to and

& 2 -



appearing before various authorities to make, sign, deliver and carry on correspondence, applications, writings, undertakings, affidavits etc. The said General Irrevocable Power of Attorney shall be valid throughout to enable the PURCHASER and/or their nominees to effectively transfer the SAID AREA in their favour.

- 6. It is hereby agreed between the Parties hereto that the balance consideration payable under clause 2 (b), (C) and (d) by the PURCHASER to the VENDORS, shall carry a simple interest @ 8% (eight percent) from the date of execution of this presents till date of actual payments. The PURCHASER however reserves the right to effect payment well before the stipulated dates and the payment of interest as stated hereinabove shall be chargeable only upto the date of actual payment.
- 7. The VENDORS hereby declares and confirms as under:—
  - (a) The VENDORS are otherwise well and sufficiently entitled to the SAID AREA described in the Schedule IV hereunder written and the same is their ancestral inherited property. Their title to the SAID AREA is free and marketable.
  - (b) No other person except the VENDORS has any right, claim or demand in respect of the SAID AREA or any part thereof.
  - (c) The VENDORS have not created any sale, gift, mortgage, charge,





lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the SAID AREA and the SAID AREA is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and the VENDORS hereby declares that they shall hereafter not create any third party rights whatsoever nature the SAID AREA.

- (d) The VENDORS have not entered into any agreement or arrangement, oral or written with regard to the sale of the SAID PLOT and/or SAID AREA; and
- (e) There are no proceedings instituted by or against the VENDORS in respect of the SAID AREA and pending in any Court or before any authority and the SAID AREA is not under any lispendens.
- 8. The VENDORS further declares that no notices including any notice for acquisition, requisition or set back by the Government Central or State or by the Municipal Corporation or any other local, or public body or authority in respect of the SAID AREA have been issued upon or received by the VENDORS or their agent or any person on their behalf.
- 9. In the event of the sale not being completed due to any willful default on the part of the VENDORS, the PURCHASER shall have



he right to require specific performance by the VENDORS of his Agreement.

- 10. In the event of the sale not being completed due to any willful default on the part of the PURCHASER, the VENDORS shall have the right to require specific performance by the PURCHASER of this Agreement.
- 11. The VENDORS shall pay all assessments, rents, rates, taxes and out goings in respect of the SAID AREA previous to the day of handing over possession and the completion of the sale.
- 12. The PURCHASER upon execution hereon are permitted to commence development work including amalgamation of SAID AREA if need be and carry out construction of Multi-storeyed Building/s for residence as well as for commercial purpose on the said Area.
- 13. The stamp-duty, registration charges and all other out of pocket expenses payable on this Agreement, Irrevocable Power of Attorney and on the Deed of Conveyance shall be borne and paid by the PURCHASER alone and each party shall bear and pay their own expenses including their own Advocates professional fees.





## **SCHEDULE I**

## (DESCRIPTION OF SAID LARGER PROPERTY)

All that property formed by amalgamation of two properties, namely (1) property known as "AZULIANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 456 at folios 30 of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) property known as "AZULEANCHI TOLLOY or GOGOLLA", described in the Land Registration Office of Salcete under No. 457 at folios 30 reverse of Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No.1087, situated at Gogol, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and bounded on the east and south by property of Narcinva Kare and others, on the north by property of heirs of Vassant Kare and on the west by property under Chalta No.1 sub-div.2 of P. T. Sheet No.128, now road.

## SCHEDULE II

# (DESCRIPTION OF SAID PROPERTY)

All that part of the said property described in the SCHEDULE "I" herein above, which part was formerly surveyed under Chalta Nos. 1, 2 and 3 sub-division 1 of



P. T. Sheet No. 127 and Chalta No.1 sub-divisions 3, 4, 5 and 14 of P. T. Sheet No. 128 of Margao City Survey, having an area of 18,994.00 square meters or thereabouts and bounded on the east by property surveyed under Chalta No. 1 of P. T. Sheet No. 126, on the west by road, on the north by road and property surveyed under Chalta Nos. 1, 25, 2,31, 28 and 3 of P. T. Sheet No.122 and on the south by Chalta No. 1, sub-divisions 2, 6, 7 of P. T. Sheet No. 128 and Chalta Nos. 1, 2, 3 sub-divisions 2 and 5 of P. T. Sheet No.127.

## **SCHEDULE III**

## (DESCRIPTION OF SAID PLOT)

ALL THAT SAID PLOT reserved for internal private road/reserved road, totally admeasuring 1605 sq.mtrs, identified in the recent Survey records of City Survey of Margao under Chalta No. 2 of P.T. Sheet No. 127 and bounded as under.

East: By property bearing Chalta No. 3 of P.T. Sheet No. 127

West: By property bearing Chalta No. 1 of P. T. Sheet No. 127.

North: By property bearing Chalta No. 9,10,11,12,13,14,15,16,17,18,19,20,21 & 22 of P. T.Sheet No. 127 & Chalta No.28 of P. T. Sheet No. 128

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South By property bearing Chalta No. 8,23,25,26,27,28,29,30,31 & 32 of P.T.

Sheet No. 127 & part property bearing Chalta No. 3 of P.T.

Sheet No. 127.

## **SCHEDULE-IV**

# (DESCRIPTION OF SAID AREA)

ALL THAT SAID AREA admeasuring 459 sq.mtrs, forming a part of the SAID PLOT, described in Schedule III hereinabove and identified in the recent Survey records of City Survey of Margao under Chalta No. 2 of P.T. Sheet No. 127 (Part) and the said Area is bounded as under.

East: By Chalta No. 3

West: Partly by Chalta No. 21 & partly by property bearing Chalta

No. 2 (part)

North: Partly by Chalta No. 19, 20, 21 and 22

South: Partly by Chalta No. 32 & partly by property bearing Subdiv.2 of Chalta No. 3 of P.T. Sheet No. 127

<u>k</u> 8\_\_\_

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands, photographs and finger prints on the day and year first hereinabove written:

SIGNED, SEALED AND DELIVERED) By the withinnamed the VENDORS )

MR. SHRIVALLABH VASSANT KARE
alias SRI VALLABH VASSANTA KARE
For self and as Power of Attorney for
VENDOR No. I (a)MR. VAIKUNTH VASSANT KARE
alias VAIKUNTA VASSANTA KARE alias
AJIT VASSANT KARE

- (b) MRS. SHANTA VAIKUNTH KARE
- (d) MRS. INDIRA SHRIVALLABH KARE

# 

& S

by the withinnamed PURCHASER
M/S. ALCON DEVELOPERS, through its
Authorized Partner
MR. AAKASH NANDA NAIK KHAUNTE)



# **Left Hand Finger Impression**

1.

1.\_\_\_\_

Right Hand Finger Impression

2.

2.



3.



4.

5.

5.

IN THE PRESENCE OF WITNESSES:-

1. Siny Madgarkar Fradgarkar

2. scharazeth feut

NO - 2 (Part) 459.00m2 Z 0 0 VELHO BUILDING FIRST FLOOR, PANAU GOA. 5 7 13 OWNER'S SIGN ALCON DEVELOPERS DEVELOPER, \$ 11 DATE: SCALE: 1:500 DRAWN BY. CH. 3 PLAN SHOWING PLOT IN THE PROPERTY BEARING CH. no. 2 (part.) OF PTS. NO. 127 SITUATED AT GOGOL-MARGAO - GOA. CH. 22 CH.21 CH LY EN, CM CH. 2 (part.) CH. 20 80 C.H. 32 CH, 19 CH. 2 ( part.) CH.18



# Office of Sub-Registrar Salcete/Margao

## Government of Goa

Da 🥞 Time : 02-11-2018 11:41:31 AM

ocument Sorial Number: 4832

Presented at 11:20:00 AM on 02-11-2018 in the office of the Sub-Registrar (Salcete/Margao) Along with

fees paid as follows:

Sr. No.	Description	Rs. Ps
13	Registration Fee	500.00
2.	Processing Fees	590.00
	Total:	1090.00

Stamp Duty Required:

140039.00

Stamp Duty Paid: 140050.00

# Nikhil Vasant Naik presenter

Name	Photo	Thumb Impression	Signature
Nikhil Vasant Naik,s/o. Vasant Naik, UnMarried,Indian,age 28 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012			Junio

## **Endorsements**

### **Executant**

1 . Shrivallabh Vassant Kare alias Vallabh Vassanta Kare, s/o. late Vassant Vaikunth Kare , Married,Indian,age 62 Years,Land Lord,r/oGogol, Margao, Salcete, Goa. forself and power of attorney for the Vendor no.(a),(b),(d) vide POA dated 26/02/2015, executed before Notary Shri Adv. Rajiv Mukund Shinkre, Margao Goa, under Reg. No.84390/2015

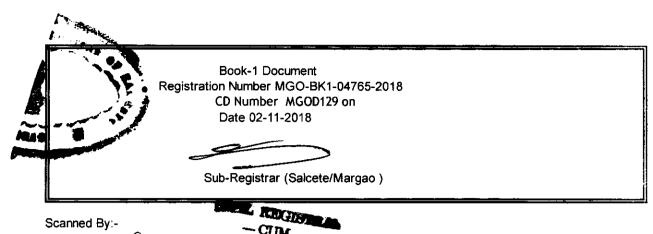
Photo	Thumb Impression	Signature
		Soll

2 . Nikhil Vasant Naik, s/o. Vasant Naik, UnMarried,Indian,age 28 Years,Service,r/oH.No.37, Aroba Dhargal Pernem Goa as the POA of the Purchaser by virtue of POA dated 12/11/2012 executed before Sub Registrar, Tiswadi at Panaji under NO.PNJ-BK4-0049-2012

Photo	Thumb Impression	Signature
		indu

Identification		
Sr No.	Witness Details	Signature
Antono Fran Antiquo Fran Tiswadi Goa	ces Ferrao , s/o. Paulo Vincente Ferrao an,age 56 Years,Service,r/o Merces Baman Bhat Merces	JARAS.

Sub-Registrar
CUT
REGISTRA



Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune