



गोवा GOA

Serial No. 1505

Place: MARGAO. Date 16/6/15

300989

Value of Stamp Paper: Five hundred

Name of Purchaser: Brian Dias

Residence: Dautle Pather's Name.

Purpose: _____ Transacting Parties: _____

Sign Stamp Vendor
CAMILO FRANCIS TREVOR BRAZ
Licence No. JUDISI P/2199/SALCETE

Signature of Purchaser



AGREEMENT OF SALE

THIS AGREEMENT is made at Margao, Goa, on this 25th day of June, 2015 - BETWEEN -

(1)(a) MR. EDWIN ALDRIN CABRAL alias EDWIN CABRAL, aged 45 years, son of late Jose Alvaro Cabral, occ: service, PAN Card No. _____ married and his wife (b) MRS. CARMEN CABRAL, aged

43 years, daughter of late Jaime Hugo Sao Lazaro, housewife, PAN Card No. , both Indian Nationals and residents of Nagoa, Salcete, Goa, hereinafter collectively referred to as the "VENDORS" of the FIRST PART - AND -

(2) MR. BRIAN WALTER DIAS, son of Mr. Arthur Dias, aged 42 years, married, businessman, PAN Card No. , Indian National, resident of Loutulim, Salcete, Goa, hereinafter referred to as the "PURCHASER" of the SECOND PART.

Each of the expressions "THE VENDORS" and "THE PURCHASER" herein used shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators and assigns.

WHEREAS -

a) There exists a property, namely property known as NELLI or COTTA, admeasuring 4950 sq.mts, situated at Nagoa, within the area of Village Panchayat of Nagoa, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, neither described in the Land Registration Office of Salcete nor enrolled in the Land Revenue Office of Salcete but surveyed under No.2/6 of Nagoa village, more particularly described in the SCHEDULE "A" hereunder and hereinafter referred to as the "said property";



b) The said property was joint property of the VENDORS and others, which was partitioned between them by Deed of Partition dt. 17th October 2012 registered in the office of the Sub-Registrar of Salcete, Margao under No.MGO-BK1-05688-2012 dt.18th October 2012 rectified by Deed of Rectification dt. 22nd July 2013 registered in same office under No.MGO-BK1-04057-2013 on 30th July 2013, whereby Plot C of the said property, ad-measuring 2584 sq.mts, more particularly de-scribed in the SCHEDULE "B" hereunder and herei-nafter referred to as the "said plot" was allotted to the VENDORS towards their share;

AND WHEREAS the VENDORS are now sole owners and possessors of the said plot;

AND WHEREAS the VENDORS have represented to the PURCHASER that -

i) the said plot is free from all encumbrances, charges, liens, attachments etc;

ii) the VENDORS are sole owners and possessors of the said plot and have absolute authority and power to deal with the same in any manner as they like;

iii) the said plot is not subject to any mu-ndkarial rights, agricultural tenancy rights or

any other rights from any third person/s whosoever;

iv) the VENDORS have clear and marketable title to the said plot.

AND WHEREAS believing said representations as true, the PURCHASER approached the VENDORS for purchase of the said plot for the purpose of development by constructing buildings complex thereon;



AND WHEREAS the VENDORS have agreed to sell and the PURCHASER has agreed to purchase the said plot, excluding the proportionate share in land corresponding to four flats and one house retained by the VENDORS, for total consideration of Rs.67,00,000/- (Rupees sixty seven lakhs only) which is its fair market value;

AND WHEREAS the PURCHASER has proposed to pay the part of the price by cash and balance by constructing four flats and one house;

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The VENDORS shall sell unto the PURCHASER and the PURCHASER shall purchase the said plot, excluding the proportionate share in land



corresponding to the four flats and one house retained by the VENDORS in said proposed buildings complex, for total consideration of Rs.67,00,000/- (Rupees sixty seven lakhs only).

2. The above mentioned price shall be paid by the PURCHASER to the VENDORS in the following manner:

a) Rs.10,000/- (Rupees ten thousand only) before execution of these presents, which has been already paid, the receipt whereof the VENDORS hereby admit and acknowledge;

b) Rs.66,90,000/- (Rupees sixty six lakhs ninety thousand only) being construction cost of said four flats and one house detailed in SCHEDULE "C" hereunder in proposed buildings complex in the said plot, which shall be constructed within a period of 24 (twenty four) months from the date of execution of this agreement and shall be further constructed as per the SPECIFICATIONS annexed hereto.

3. The sale shall be made in favour of the PURCHASER or his nominee/s, in whole by one sale deed or in parts by various deeds of sale on payment of total consideration of sale.



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4. On execution of this agreement the PURCHASER is hereby authorised to enter into the said land of said plot for the purposes of development of the said land as per the approved plans and/or as per revised plans he thinks fit and proper in respect of said development by constructing buildings for residential and non residential purposes exclusively at the cost of the PURCHASER and the VENDORS shall not be liable for the same in any manner.

5. The PURCHASER shall be free to enter into said land of said plot and carry out all permissible construction and development of the said plot by constructing buildings therein and complete the same in all respects and for the said purpose free to do all works of construction and development and shall also be free to enter into firm commitments or agreements with the customers/nominees of the choice of the PURCHASER, agreeing to construct and sell any premises in proposed building in the said portion of land alongwith the proportionate share in land unto such customer/s for such price as may be agreed or settled by the PURCHASER and also to receive the full or part of the consideration payable under such agreement/s to sell. However, the PURCHASER shall not sell the premises reserved and to be constructed for the VENDORS for the part of the consideration of present sale.



6. The VENDORS shall give power of attorney to the PURCHASER authorising him to obtain all permissions, licences, and other requirements and to do all works of said construction and development and sale and to sign all such agreements of sale on her behalf and said Power of Attorney shall be irrevocable.

7. The PURCHASER shall be free to convey, sell and/or dispose of the said proposed premises in said proposed building/s alongwith proportionate share in land as a whole or any part/s or share thereof and/or free to raise loans and/or finance against the security of the said building or any of proposed premises alongwith the proportionate share in land and/or free to deal with the same as the PURCHASER deems fit and proper, excluding the said four flats and one house retained by the VENDORS, provided all acts done by the PURCHASER shall be at his own risk and responsibility and the VENDORS shall in no manner personally responsible for such acts and deeds of the PURCHASER.

However, it is clearly agreed that the PURCHASER shall not sell and/or alienate or mortgage in any manner the premises in the proposed buildings to

be constructed and allotted to the VENDORS towards the part of the consideration payable to them and the VENDORS shall be sole owners and possessors of the same.

8. All expenses towards the draft, execution and registration of present Agreement and final sale deed/s as the case may be including the stamp papers shall be exclusively borne by the PURCHASER. The PURCHASER shall also bear all costs, expenses and other charges for development of the said plot including revisions of plans, renewals, etc.



9. The VENDORS shall pay all house tax, service tax, infrastructure tax, electricity charges, water charges, deposits for such connections, common maintenance charges, etc in respect of the premises to be constructed and allotted to them as per this agreement. In case any housing society or any other legal entity is formed for the purpose of maintenance in said proposed buildings complex in the said plot, the VENDORS as owners of the premises to be allotted/constructed for them, shall become members of such society/body/entity and sign all papers, declarations, forms, undertakings, pay all contributions, share amounts, maintenance charges, sinking fund etc.

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10. The land appurtenant and surrounding the house to be constructed for the VENDORS towards the part of consideration and as shown in the plan annexed hereto shall be exclusively used, possessed and enjoyed by the VENDORS and the PURCHASER and buyers of the various premises in said complex shall have no right, title or interest therein of whatsoever nature.

11. That in case any of the party to this agreement fails to comply with the terms and conditions of this agreement, the other party shall be entitled for specific performance of this agreement at the costs and expenses of the defaulting party.

SCHEDULE "A"

ALL THAT property known as NELLI or COTTA, admeasuring 4950 sq.mts, situated at Nagoa, within the area of Village Panchayat of Nagoa, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, neither described in the Land Registration Office of Salcete nor enrolled in the Land Revenue Office of Salcete but surveyed under No.2/6 of Nagoa village, admeasuring 4950 sq. mts and bounded on the east by property surveyed under No.2/8 and Survey No.2/7, on the west by water drain surveyed under No.2/5 and



beyond which lies the property surveyed under No.2/4, on the north by public road and on the south by water drain surveyed under No.2/5 and beyond which lies the property surveyed under No.110/1.

SCHEDULE "B"

ALL THAT Plot C of the property described in the SCHEDULE "A" above, forming an independent and separate property, admeasuring 2584 sq.mts, forming part of the property surveyed under No.2/6 of Nagoa village and bounded on the east by reserved access, on the west by water drain surveyed under No.2/5, on the north by road and partly by said water drain and on the south by Plot B of the same property.

SCHEDULE "C"

Premises reserved and to be constructed for the VENDORS towards part of the consideration:

- 1) Flat on first floor in Block B with super built up area of 70 sq.mts;
- 2) Flat on ground floor in Block B with super built up area of 70 sq.mts;
- 3) Flat on second floor in Block H with super built up area of 70 sq.mts;
- 4) Flat on the ground floor in Block G with super built up area of 70 sq.mts.
- 5) House with built up area of 166 sq.mts

SPECIFICATIONS
(AS PER ANNEXURE)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month, year and place first hereinabove mentioned.

VENDORS:



[Handwritten signature]

[Handwritten signature]

EDWIN ALDRIN CABRAL alias
EDWIN CABRAL



[Handwritten signature]

[Handwritten signature]

CARMEN CABRAL



PURCHASER:



[Handwritten signature]



BRIAN WALTER DIAS

WITNESSES:

1,

2.



EXHIBITED BEFORE ME

WHICH I ATTEST

[Signature]
J. V. ANTÃO

NOTARY, SOUTH GOA

PLACE.....

DATE.....

REG. No.....

Margao
26/06/15
1472/15