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#### FORM-T- RECEIPT FOR FEE RECEIVED

OFFICE OF THE CIVIL REGISTRAR CUM SUB-REGISTRAR, TALUKA SALCETE/MARGAO REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time: 06/Apr/2018 12:42 PM

Total:

Receipt No:

Date of Receipt: 06/Apr/2018

Serial No. of the Document:

Nature of Document: Agreement to sale without possession

Received the following amounts from Sri Shrinivas Dattatraya Thorwat for

Registration of above Document in Book-1 for the year 2018

Rs.Ps

Registration Fee

500.00

Processing Fees

400.00

900.00

Amount in words:

Rupees Nine Hundred Only.

Probable date of issue of Registered Document:

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION-OPTIONAL

Please handover the Registered Document to the person named below.

Name of the Person Authorized:

Specimen Signature of the Person Authorized

Signature of the Presenter

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to

Signature of the person receiving the Document

Signature of the Sub-Registrar

Designed and Developed by C- DAC ,ACTS Pune.

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For CITIZENCREDIT CO-OP. BANK LTD



.ame of Purchaser SHRINIVAS D



SHRINIWAS DTHORWAT - Shimmy

1602/18



AGREEMENT FOR SALE

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THIS AGREEMENT FOR SALE is made, entered and executed at Margao, Salcete, Goa, on this Sixth day of the month of April in the year Two Thousand and Eighteen (06-04-2018);

### **BETWEEN**

MR. PEDRO JOAQUIM CORREIA AFONSO, son of Shri.

Joaquim Correia Afonso, aged about 45, years, married, business, Holder of PAN Card No.

and Adhar Card No.

, resident of House No. 573, Pulwado, Benaulim, Salcete, Goa, and his wife;

2. MRS. ISABELLE COELHO CORREIA AFONSO, daughter of Mr. Jose Pedro Coelho, aged about 44 years, married, service, Holder of PAN Card No. Adhar Card No. , both residents of House No. 573, Pulwado, Benaulim, Salcete, Goa, hereinafter collectively referred to "PROSPECTIVE VENDORS" (which as expression, unless repugnant to the context or meaning thereof, shall mean and include them, all their heirs, legal representatives, administrators, executors and assigns) of the FIRST PART;

### AND

1. MR. JOAQUIM CORREIA AFONSO alias JOSE JOAQUIM DO PATROCINIO CORREIA AFONSO, son of late Mr. Pedro Correia Afonso, aged about 82 years, married,

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retired, Holder of Pan Card No. and Adhar Card No. , and his wife;

2.

MRS. MARIA TELMA DE GOUVEIA PINTO SOARES
CORREIA AFONSO alias MRS. TELMA SOARES
CORREIA AFONSO, wife of Mr. Joaquim Correia Afonso,
aged about 82 years, married, Housewife, Holder of Pan Card
No. , and Adhar Card No. ,
Both the above named persons are residents of House No. 573,
Pulwado, Benaulim, Salcete, Goa, hereinafter collectively
referred to as "CONFIRMING PARTIES" (which expression,
unless repugnant to the context or meaning thereof, shall mean
and include them, all their heirs, legal representatives,
administrators, executors and assigns) of the SECOND PART;

# AND

MR. SHRINIVAS DATTATRAYA THORWAT, son of Dattatraya Shivaji Thorwat, aged 36 years, married, businessman, residing at 528-F, Trimurti Niwas, Infront of Rosha Bldg Murida, Fatorda, Salcete, Goa, Indian National, having PAN No., Aadhar No.

PROSPECTIVE PURCHASER" (which expression shall, unless repugnant to the context or meaning thereof, include him, his heirs, executors, administrators and assigns) of the THIRD PART;

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WHEREAS all parties intervening in this Agreement are Indian Nationals.

AND WHEREAS the VENDOR NO. 2 and the CONFIRMING PARTIES hereto are represented herein by their duly Constituted Attorney their Husband/Son MR. PEDRO JOAQUIM CORREIA AFONSO, by virtue of the Power of Attorney Dated: 05-04-2018, dury executed and Notarized before the Notary Mr. Vilas Naik at Margao, under Registration No. 32549/2018.

**AND WHEREAS** the Prospective Vendors and the Consenting Parties have jointly and severally represented to the Prospective Purchaser as follows:-

(i) There exists a landed property known as 'BAPTEM' also known as "CHOUVANTEM AND NOGORDECHI XIRA" (Eastern Part), situated at Benaulim Village within the bounds and jurisdiction of Village Panchayat of Cana Benaulim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa and described in the Land Registration Office of Salcete under No. 3046 of Book-B-13 (Old), and enrolled in the Taluka Revenue Office of Salcete at Margao under Matriz No. 1596, and Surveyed under Records of Rights of Village Benaulim under Survey No. 393/6, admeasuring a total area of about 8300.00 Sq. Mts. This larger property is more fully described in the Schedule 'I' hereinunder and hereinafter referred to as the "ENTIRE PROPERTY" for the sake of brevity and convenience.

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- (ii) The ENTIRE PROPERTY was the subject matter of the Instrument of Partition dated 25.03.1971, registered in the office of the Sub-Registrar of Salcete under No. 857 at pages 123 to 129 of Book No. I, Vol No. 80 dated 18.08.1971. In this Instrument of Partition, the ENTIRE PROPERTY was listed at Item No. (L) and it was allotted to the Consenting Parties with reservation of usufruct in favour of Idalina Olivia also known as Etelvina Olivia Idalina Chico Correia Afonso.
- (iii) The said Etelvina Olivia Idalina Chico Correia Afonso expired on 27.09.1971 and as such the usufuct which was reserved in her favour was extinguished.
- (iv) The Prospective Vendor No.1 is the only child of the Consenting Parties.
- (v) By Deed of Gift dated 30-07-1999, duly registered in the office of the Sub-Registrar of Salcete at Margao, under Registration No. 1838, at Pages 486 to 517, of Book No-I, in Volume No. I, Dated: 05-08-1999, the Consenting Parties have gifted to the Prospective Vendor No. 1 a portion of the ENTIRE PROPERTY admeasuring 3150 sq.mtrs. This portion of the ENTIRE PROPERTY is more fully described in the Schedule 'II' hereinunder and hereinafter referred to as the "SAID PROPERTY" for the sake of brevity and convenience.
- (vi) The Prospective Vendor No. 1 filed Partition proceedings before the Court of the Deputy Collector and Sub-Divisional

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Officer, Margao, Goa, which were registered as Case No: LRC/PART/232/2000/3991. By Judgement and Order dated 11.07.2001 passed in the above proceedings, the SAID PROPERTY was partitioned from the ENTIRE PROPERTY and divided into two separate portions. One portion admeasuring 480 sq. Mtrs has been allotted distinct Survey No. 393/6-A and the Second portion admeasuring 2670 sq.mtrs has been allotted distinct Survey No. 393/6-B, both of village Benaulim of Salcete Taluka.

- (vii) The subject matter of this Agreement is the portion of the SAID PROPERTY, which is independently surveyed under Survey No. 393/6-B, village Benaulim, admeasuring 2670 sq.mtrs. This portion of the SAID PROPERTY is more fully described in the Schedule 'III' hereinunder and hereinafter referred to as the "SAID PLOT" for the sake of brevity and convenience.
- (viii) The SAID PLOT lies in the Settlement Zone as per the latest Regional Plan of Goa, and stands earmarked as S-2 Zone, in the ODP Maintained by the Town and Country Planning Department of South Goa at Margao.
- (ix) The Prospective Vendors have a clean, clear and marketable title to the SAID PLOT, which is free from all litigations, third party claims, disputes, encumbrances and / or defects.

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AND WHEREAS the Prospective Vendors have offered to sell the SAID PLOT to the Prospective Purchaser and the Prospective Purchaser has accepted the offer and has agreed to purchase the SAID PLOT on the terms and conditions as outlined in this Agreement.

# NOW THIS AGREEMENT FOR SALE OF WITNESSES AS UNDER:-

### CONTRACT OF SALE AND CONSIDERATION PRICE

- 1. The recitals of this Agreement shall constitute an integral part of this Agreement of Sale and all the Parties shall be bound by the same.
- 2. For a total consideration amount of RS. 1,20,15,000/- (Rupees One Crore Twenty Lakhs Fifteen Thousand Only) the Prospective Vendors hereby irrevocably and jointly and severally agree and bind themselves to sell, grant, transfer and convey to the Prospective Purchaser or in favour of any firm or company of the Prospective Purchaser and/or in favour of any nominee of the Prospective Purchaser, the 'Said Plot' and the Prospective Purchaser agrees to purchase the same.
- 3. The consideration price in respect of the 'Said Plot' shall be paid to the Prospective Vendors in the manner shown herein below:-

Time for payment	Amount payable
At the time of execution	Rs. 5,00,000/- (RUPEES FIVE

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of this Agreement



LAKHS ONLY), has been paid to the Prospective Vendors by issuing in favour of Prospective Vendors the below mentioned cheques:-

- (i) In favour of the Prospective Vendor No.1 the cheque bearing No. 035184, dated: 06-04-2018, drawn on Oriental of Commerce, Bank Branch, Margao for the amount of Rs. 3,00,000/.
- (ii) In favour of Prospective Vendor No.2 the cheque bearing No. 022702, dated: 22-12-2017, drawn on Oriental Bank of Commerce, Branch, Margao for the amount of Rs. 2,00,000/.

date of execution of this of TDS Agreement and simultaneous with the execution of the Sale

On or before the expiry Balance consideration amount of of 48 months from the Rs. 1,15,15000/- after deduction

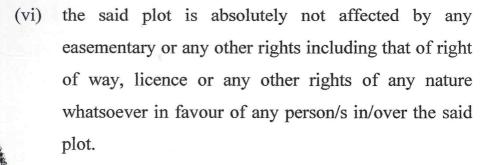
Deed of the Said Plot in	*		
favour of the Prospective			
Purchaser	-		
NOTAL VALUE	Rs.	1,20,15,000/	/- (RUPEES
PAYABLE	ONE	CRORE	TWENTY
	LAK	HS	FIFTEEN
	THOUSAND ONLY)		
	favour of the Prospective Purchaser  OTAL VALUE	favour of the Prospective Purchaser  RS. PAYABLE ONE LAK	favour of the Prospective Purchaser  RS. 1,20,15,000/ PAYABLE ONE CRORE LAKHS

# DECLARATION/COVENANTS ON THE PART OF THE PROSPECTIVE VENDORS.

- 4. The Prospective Vendors and the Confirming Party jointly and severally declare and covenant with the Prospective Purchaser that:-
  - (i) The Prospective Vendors have a clean, clear and marketable title to the Said Plot, which title is free from all defects.
  - (ii) There are no tenancy and/or mundkarial and/or any other claims of any other nature in/or over the said plot.
  - (iii) The said plot falls in settlement zone.
  - (iv) That the said plot has never been subject matter of any notification by the Government under the Land Acquisition Act, Requisition Act any Other Act or under any of the Acts, Rules under the Defense or C.A.D.A. There is also no proposal for acquiring any portion of the said plot.
  - (v) That the said plot is not affected under any order or Notification under any Ordinance, Act, Statute, Rules and/or Regulations either by Central or State Government.

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(vii) The said plot is not a subject matter of any previous agreement of whatsoever nature with any third party.

- (viii) The Prospective Vendors undertake to indemnify the Prospective Purchaser in case any third party claims arise with respect to the said plot and/or any portion thereof.
- (ix) That the said plot is absolutely not affected by any encumbrances, charges, lien, notices or any prohibitory order of injunction or attachment from any Court of law.
- (x) That the Prospective Vendors have not executed any Power of Attorney in favour of any third party in respect of the said plot.

# OBLIGATIONS ON THE PART OF THE PROSPECTIVE VENDORS.

5. The Prospective Vendors shall sell, grant, transfer and convey to the Prospective Purchaser or in favour of any firm or company of the Prospective Purchaser and/or in favour of any nominee of the Prospective Purchaser, the said plot for a total price consideration amount of Rs. 1,20,15,000/- (RUPEES ONE CRORE TWENTY LAKHS FIFTEEN THOUSAND ONLY) subject to deduction of TDS and other applicable taxes.

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6. The sale of the 'Said Plot' shall be done by the Prospective Vendors to the Prospective Purchaser and/or to the nominee of the Prospective Purchaser, free of all encumbrances and free from third party claims of whatsoever nature.

If any N.O.C. is required for the registration of the sale deed, the same shall be obtained by the Prospective Vendors from the respective department/s.

- 8. During the subsistence of this Agreement and till the execution of the Sale Deed of the Said Plot in favour of the Prospective Purchaser or in favour of the nominee of the Prospective Purchaser as contemplated in this Agreement, the Prospective Vendors irrevocably undertake to maintain the said plot free from all encumbrances, liens, claims or charges of each and every nature.
- 9. In the event of any defect in the Prospective Vendors title to the said Plot, the same shall be got rectified in any manner required by the Prospective Purchaser and that there shall be no burden cast on the Prospective Purchaser to rectify or clear the title to the said plot. The Prospective Purchaser shall be entitled to seek extension of time to pay the balance consideration amount till the defect in title is rectified to the satisfaction of the Prospective Purchaser.
- 10. That in the event any Person or Persons lay claim to the said plot, of whatsoever nature and are entitled to the title thereof, then the Prospective Vendors do hereby covenant and agree that the said share of any such Person or Persons shall be satisfied out of the consideration to be paid to the Prospective Vendors.

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11. The Prospective Vendors shall fully indemnify the Prospective Purchaser and/or its nominee vis-à-vis any claims against the said plot by any person/s claiming through the Prospective Vendors and/or otherwise;

Upon the execution of this Agreement, the Prospective Purchaser shall be entitled to obtain in its name construction licence and all other statutory approvals for the development of the Said Plot. The Prospective Vendors shall sign all papers and documents for permitting the Prospective Purchaser to obtain such licences. In the alternative, and at the discretion of the Prospective Purchaser, the Prospective Purchaser may obtain the licences in the name of the Prospective Vendors.

- 13. Upon execution of this Agreement, the Prospective Purchaser shall have a right to plan any development of the Said Plot and sign any third party agreements in favour of any third party thereby agreeing to sell and/or selling any premises, which may be proposed to be constructed in the said plot along with corresponding proportionate undivided share in the Said Plot. The Prospective Purchaser shall also have a right to give consent to any Bank and/or Financial Institution for mortgaging any premises, which may be proposed to be constructed in the said plot along with proportionate undivided share in the said plot. There shall be however no financial liability upon the Prospective Vendors in respect of such third party transactions.
- 14. The Prospective Vendors shall execute the Irrevocably Power of Attorney in favour of the Prospective Purchaser so that the Prospective Purchaser can apply for all statutory permissions for the development of the Said Plot and undertake the development work in the Said Plot and for such allied purpose.

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- The Prospective Vendors and the Confirming Party shall at the request of the Prospective Purchaser sign as Confirming Parties to all documents/instruments/agreement and deeds, which the Prospective Purchaser decides to execute in favour of any Third Party Purchasers. The Prospective Vendors and the Confirming Party shall also remain present in the Sub-Registrar Office for the purpose of registration of such agreements and/or deeds.
- 16. The Prospective Vendors shall cooperate and sign all the required documents for registering the project under RERA and all other required statutes.
- 17. The Prospective Purchaser, its employees, representatives, contractors and workers may, at all times hereafter enter upon, stay in the said plot and carry on therein all works including demarcation, surveying, construction, etc., as may be deemed fit by the Prospective Purchaser. The Prospective Vendors shall not obstruct such work.

### OBLIGATIONS ON THE PART OF THE PURCHASERS

- 18. The Prospective Purchaser shall acquire or purchase the said plot either in its own name and/or in the name of any of its firm, entity or company or nominee, for a total price consideration amount of Rs. 1,20,15,000/- (RUPEES ONE CRORE TWENTY LAKHS FIFTEEN THOUSAND ONLY)
- 19. In the event of default in the payment of any portion of the consideration amount, the Prospective Purchaser shall be liable to pay to the Prospective Vendors interest on the defaulted amount, which shall be calculated at the rate of 10% percent p.a on the defaulted amount. However, such liabilty shall not arise in case such default is on account of any third party claim to the

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Said Plot and/or on account of any defect in the title of the Prospective Vendors to the said plot.

## SPECIFIC PERFORMANCE OF THE CONTRACT.

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

#### **NOTICES:-**

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

## **RESOLUTION OF DISPUTES:-**

23. In case of any dispute with the terms of this Agreement and/or the enforcement of this Agreement and/or any connected matter, the same shall be settled amicably by the parties. In the absence of any amicable settlement, the dispute shall be decided by the Courts having jurisdiction in the State of Goa.

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# AGREEMENT TO SUPERSEDE ALL OTHER UNDERSTANDINGS:-

24. This Agreement and the contents hereof shall supersede all other agreements, arrangements, understandings, correspondence, and representations, between the parties hereto with respect to the subject matter of the present Agreement.

The terms of this Agreement shall not be altered or changed or added to nor shall anything be omitted from this Memorandum except by means of an agreement in writing duly signed by both the parties

# CONFIRMATION OF THIS AGREEMENT BY THE CONFIRMING PARTY

26. The Confirming Parties hereby confirm the present Agreement and agree to be bound by the same.

### STAMP DUTY AND MARKET VALUE:-

- 27. The Said Plot is situated at Benaulim, Salcete, Goa, and it admeasures 2670 sq.mtrs. The market value of the Said Plot is Rs. 4,500/- per Sq. Mt and the required stamp duty is paid on this Agreement by the Prospective Purchaser hereon. The balance stamp duty shall be paid at the time of execution of the Sale Deed.
- 28. This Agreement for sale is **without Possession** and thus no registration fees are payable herewith this agreement.

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# **SCHEDULE-I**

# (Description of the Said Entire Property)

All that landed property known as 'BAPTEM' also known as CHOUVANTEM AND NOGORDECHI XIRA" (Eastern Part), situated at Benaulim Village within the bounds and jurisdiction of Village Panchayat of Cana Benaulim, Taluka and Sub-District of Salete, District of South Goa, State of Goa and described in the Land Registration Office of Salete under No. 3046 of Book-B-13 (Old), and enrolled in the Taluka Revenue Office of Salete at Margao under Matriz No. 1596, and Surveyed under Records of Rights of Village Benaulim under Survey No. 393/6, admeasuring a total area of about 8300.00 Sq. Mts or thereabout & Bounded as under;

On the East: By the Drain;

On the west: By the remaining Part of the property belonging to

the heirs of Late Antonio Correia Afonso;

On the North: By Survey No. 393/1 &;

On the South: By the Communidade of Benaulim.

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# **SCHEDULE-II**

# (Description of the Said Property)

ALL THAT Distinct and Separate, Independent and Identifiable Plot to the SAID ENTIRE PROPERTY described in the Schedule-I her inabove, admeasuring an area of 3150.00 SQ. Mts, (THREE THOUSAND ONE HUNDRED FIFTY SQUARE METERS ONLY) situated at Benaulim Village within the bounds and jurisdiction of Village Panchayat of Cana Benaulim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa and described in the Land Registration Office of Salcete under No. 3046 of Book-B-13 (Old), and enrolled in the Taluka Revenue Office of Salcete at Margao under Matriz No. 1596, and Surveyed under Records of Rights of Village Benaulim under Survey No. 393/6-A & 393/6-B, & Bounded as under:

On the East: By the Drain;

On the west & North: By the remaining Part of the Entire property

belonging to Joaquim Correia Afonso;

On the South: By the Communidade of Benaulim.

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# **SCHEDULE-III**

# (Description of the Said Plot)

Ill that separated portion of the Said Property described in Schedule-I hereinabove, admeasuring an area of 2670 sq.mtrs, as a distinct and separate property at present independently recorded in the Survey Records of Village Benaulim under Survey No. 393/6-B.

The Said Plot is bounded as under:-

East	By the Property bearing Survey		
	No. 393/4, 8 & 10 of the Village		
	Benaulim;		
West	By Public Road and Holy Cross		
	Chapel and the remaining property		
	belonging to Mr. Joaquim Correia		
	Afonso.		
North	By the remaining Property of Mr.		
	Joaquim Correia Afonso & Plot		
	No. 393/6-A.		
South	By the Communidade of Benaulim		

The Said Plot is more clearly shown in red colour boundary lines in the plan annexed to this Agreement

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

SIGNED, SEALED AND DELIVERED

By the within named PROSPECTIVE VENDOR NO. 1

MR. PEDRO JOAQUIM CORREIA AFONSO

for self & as Constituted Attorney for the

PROSPECTIVE VENDOR NO. 2 &

The CONFIRMING PARTIES NO. 1 & 2

au au

MR. PEDRO JOAQUIM CORREIA AFONSO

RIGHT HAND FINGERPRINTS











LEFT HAND FINGERPRINTS











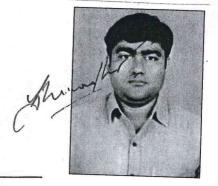
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By the within named PROSPECTIVE/PURCHASER
MR. SHRINIVAS DATTATRAYA THORWAT

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MR. SHRINIVAS DATTATRAYA THORWAT

RIGHT HAND FINGERPRINTS











LEFT HAND FINGERPRINTS









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1. Mr. Atul Anvekar,

Office at Visa Plaza, Office No. 10,

Mandeel

Opposite Hari Mandir,

Margao, Salcete, Goa.

2. Mr. Kalidas .M. Vernekar,

R/o. F-9, Sanchayani, Anant Vishwa, Hsg Sty,

Vidhyanagar, Gogol, Margao, Salcete, Goa.

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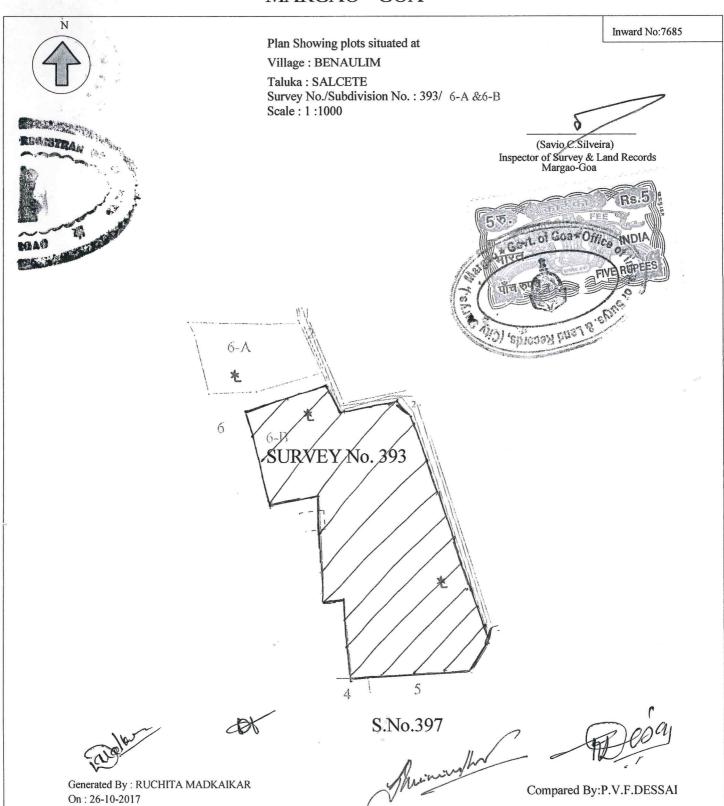
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1602/18

# GOVERNMENT OF GOA

# Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records MARGAO - GOA





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

#### Government of Goa

Print Date & Time: 06-04-2018 12:41:11 PM

Document Serial Number: 1602

Presented at 11:52:00 AM on 06-04-2018 in the office of the Sub-Registrar( Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
willer mot 1 Will	Registration Fee	500.00
2	Processing Fees	400.00
	Total:	900.00

Stamp Duty Required:

348435.00

Stamp Duty Paid: 349435.00

#### Shrinivas Dattatraya Thorwat presenter

Name	Photo	Thumb Impression	Signature	
Shrinivas Dattatraya Thorwat,S/o.Dattatraya Shivaji Thorwat , Married,Indian,age 36 Years,Service,r/o528- F,Trimurti Niwas Infront of Rosha Bldg Murida,Fatorda,Salcete,Goa			Swiningho	

### **Endorsements**

#### Executant

1 . Pedro Joaquim Correia Afonso , S/o. Joaquim Correia Afonso , Married,Indian,age 45 Years,Business,r/oH.No. 573,, Pulvaddo, Benaulim, Salcete - Goa Forself & as the POA for the other v Vendors and Confirming Parties vide POA dtd:5/4/2018 executed before Notary Vilas Naik,Margao,Goa Reg No.32549/2018

Photo	Thumb Impression	Signature
		Gadhan Ajoner

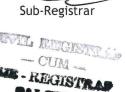
**2** . Shrinivas Dattatraya Thorwat, S/o.Dattatraya Shivaji Thorwat, Married,Indian,age 36 Years,Service,r/o528-F,Trimurti Niwas Infront of Rosha Bldg Murida,Fatorda,Salcete,Goa

Photo	Thumb Impression	Signature
		Shiningh

## Identification

Sr No.	Witness Details	Signature
1 1	Kalidas Vernekar , S/o.Mukund Vernekar,Married,Indian,age 68 Years,Retired,r/o Margao,Goa	MMS







Book-1 Document Registration Number MGO-BK1-01548-2018 CD Number MGOD123 on Date 06-04-2018

Sub-Registrar (Salcete/Margao )

Scanned By:-

CAVIL REGISTELL - CUM -

WB - REGISTRAN

Designed and Developed by C-DAC, ACTS, Pune