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1737/18

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SARMA BEERIE CO-OP, HSG SOCIETY LTD
ST. JOSEPH ROAD, BORDA,
MARGAO - GOA 483 602

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

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R.0325000/- PB7223

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GOA

For CITIZEN CREDIT CO-OP BANK LTD.



Thantuko

Authorized Signatory

Name of Purchaser. CRUZ SILVA

1737/18

Crus Silva *[Signature]*

AGREEMENT OF SALE WITH POSSESSION



[Signature]

St Martins

Verny Martins

THIS AGREEMENT is made at Margao, Goa, on this
16th day of April 2018 - BETWEEN -



(1)(a) MR. JOAQUIM SANTANA MARTINS, son of late Joao Antonio Martins alias Mateus Martins, aged 70 years, married, landlord, PAN Card No.ACSPM5279R, Aadhaar Card No. 6530 2916 6242 and his wife (b) MRS. MARIA MARTA VERMY MARTINS, daughter of late Benedito Souza, aged 62 years, housewife, PAN Card No.ACSPM5277B, Aadhaar Card No.2577 0722 6157, both Indian Nationals and residents of H.No.177, Olliazote, Sarzora, Salcete, Goa, hereinafter referred to as the "VENDORS" of the ONE PART -
AND -

(2) MR. CRUZ SILVA, son of Mr.Martinho Silva, aged 48 years, married, civil engineer, PAN Card No.AGVPS5680D, Aadhaar Card No.8982 5236 3350, Indian National, resident of H.No.334/F, Vaz Vaddo, Ambelim, Salcete, Goa, hereinafter referred to as the "PURCHASER" of the OTHER PART.

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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 known as MANDOPA, situated at Navelim, within the area of Village Panchayat of Navelim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No.35,398 of New Series, enrolled in the Land Revenue office of Salcete under Matriz No.918, surveyed under No.58/3 of Navelim village of Salcete Taluka, having an area of 1750 sq.mts, more particularly described in the SCHEDULE hereunder and hereinafter referred to as the "said property";

b) The said property originally belonged to Mrs. Emerciana Carneiro and others who by Deed of Sale dt. 24th July 1970 registered in the office of the Sub-Registrar of Salcete, Margao under

[Signature] Martins Vermy Martins



No.872 at pages 110 to 114 of Book No.I Vol.No.65 dt. 27th July 1970 sold and conveyed the said property to Mr. Mateus Martins alias Joao Antonio Martins;

c) The said Mr. Mateus Martins alias Joao Antonio Martins and his wife Xaverina Tereza expired leaving behind the VENDORS as only heirs and successors as other heirs and successors relinquished their rights in the inheritance, vide Deed of Relinquishment of Rights and Deed of Succession drawn on 13th October 2009 by Notary Ex-officio of Salcete, Margao recorded at folios 19V to 21 of Book No.1543;

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

AND WHEREAS the VENDORS in order to develop the said plot by constructing a building and two bungalows thereon obtained construction licence from Village Panchayat of Navelim under Licence No.VP/N/Const.L.31/2017-18 dt. 08.01.2018 with prior Technical clearance order from Senior Town

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Planner, Town and Country Planning Department, Margao under No.TPM/29549/Navelim/58/3/2017/3708 dt. 21.09.2017, NOC from Primary Health Centre, Navelim under Ref.No.PHC-N/NOC/Const/2017-18/596 dt.28.10.2017 abd Conversion Sanad from Collector of South Goa, Margao under Ref.No.COL/SAL/SG/CONV/48/2017/267 dt. 05.01.2018;

AND WHEREAS the VENDORS have represented to the PURCHASER that -

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

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

iii) the said property is not subject to any mundkarial 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 property.

 Martin Vermy Martins



AND WHEREAS believing said representations as true, the PURCHASER approached the VENDORS for purchase of the said property with benefits of construction licence, permissions, NOCs etc 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 property for total consideration of Rs.1,12,00,000/- (Rupees one crore twelve 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 two flats;

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The VENDORS shall sell unto the PURCHASER and the PURCHASER shall purchase the said plot for total consideration of Rs. 1,12,00,000/- (Rupees one crore twelve lakhs only).

Verny Martins



- 7 -

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

a) Rs. 5,00,000/- (Rupees five lakhs only) as advance, which has been paid by the PURCHASER by Cheque No.421121 drawn on Corporation Bank, Assol-na dt.16.04.2018, the receipt whereof the VENDORS hereby admit and acknowledge.

b) Rs.1,12,000/- on or before execution of this agreement to be paid to Income Tax Department as 1% TDS on account of the VENDORS;

c) Rs.8,88,000/- on or before 30th April 2018;

d) Rs. 10,00,000/- on or before 31st May 2018;

e) Rs. 5,00,000/- on or before 31st July 2018;

f) Rs. 10,00,000/- on or before 30th August 2018;

g) Rs.15,00,000/- on or before 31st October 2018;

h) Rs.5,00,000/- on or before 31st December 2018;

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i) Rs.52,00,000/- (Rupees fifty two lakhs only) by constructing and allotting to the VENDORS two double bed rooms flats on the first floor in proposed building complex in the said property, namely Flat No.FF-1 with super built up area of 112 (one hundred twelve) and Flat No.FF-2 with super built up area of 103 (one hundred three) sq.mts, shown in the tentative plan annexed hereto, 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. If there is any changes in areas specified after approval, the same will be adjusted accordingly.

In case any of the instalments are delayed for more than fifteen days, the amount due shall be payable thereafter with 12% interest per annum. However, in case the PURCHASER makes defaults of two consecutive instalments, the VENDORS shall be free to terminate this agreement by refunding the entire amount paid without interest and free to sell the said property to any other person/s.

 J. Martins Vermy Martins



- 9 -

Further in case the PURCHASER delays the completion of the said flat to be delivered and allotted to the VENDORS as per this agreement beyond the stipulated period of twenty four months, the PURCHASER shall be liable to the VENDORS an amount of Rs.5000/- (Rupees five thousand only) per month till the said flat is completed and delivered to the VENDORS with occupancy certificate.

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.

4. On execution of this agreement the PURCHASER is hereby authorised to enter into the said land of said property 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 building for residential purposes exclusively at the cost of the PURCHASER and the VENDORS shall not

Barthina Vermy Martins



be liable for the same in any manner. The VENDORS have this day delivered the possession of the said property to the PURCHASER.

5. The PURCHASER shall be free to enter into said land of said property and carry out all permissible construction and development of the said property by constructing building 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 property 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 alongwith the proportionate share in land corresponding thereto for the part of the consideration of present sale.

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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 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 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 two flats and proportionate share in land corresponding thereto 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

Martin Vermey Martins



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 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 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 two flats and proportionate share in land corresponding thereto 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

Martin Vermey Martins



- 12 -

shall not sell and/or alienate or mortgage in any manner the premises in the proposed building 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 property including revisions of plans, renewals, etc.

9. The VENDORS shall pay all house tax, GST, infrastructure tax, electricity charges, water charges, deposits for electricity and water 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

 J. Martins Vermy Martins



- 12 -

shall not sell and/or alienate or mortgage in any manner the premises in the proposed building 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.

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9. The VENDORS shall pay all house tax, GST, infrastructure tax, electricity charges, water charges, deposits for electricity and water 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

 J. Martins Vermy Martins



- 13 -

formed for the purpose of maintenance in said proposed buildings complex in the said property, 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.

10. 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.

11. That in case any additional construction is permissible on the said property either due to increase in FAR or otherwise, the PURCHASER shall be entitled for all such benefits and the VENDORS shall have no claim for the same.

[Signature] , *Stations* Vermy Martins



- 14 -

12. The said proposed building complex in said property shall be named as "MATEUS MARTINS RESIDENCY" and any housing society or any other legal entity formed by owners of various premises in said complex shall be named after "MATEUS MARTINS".

SCHEDULE

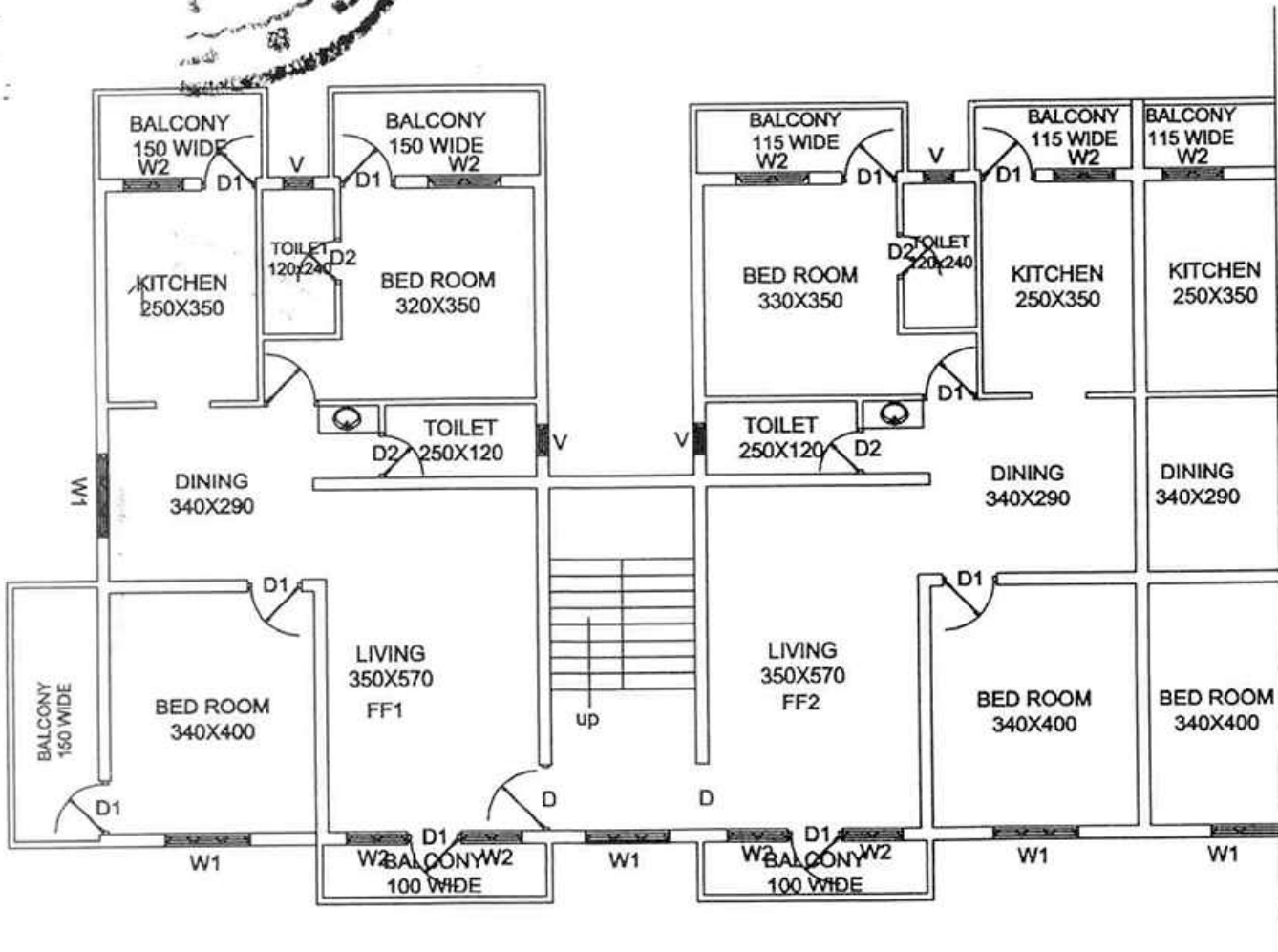
(Description of the said property)

ALL THAT property known as MANDOPA, situated at Navelim, within the area of Village Panchayat of Navelim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No.35,398 of New Series, enrolled in the Land Revenue office of Salcete under Matriz No.918, surveyed under No.58/3 of Navelim village of Salcete Taluka, having an area of 1750 sq.mts and bounded on the east by property of Joaquim Santan Gomes, on the west by Channel and paddy field of Comunidade, on the north by paddy field of Comunidade and properties of Pondorinath Xencora Raicar and Rajaram Pondorinath Raicar, now public road and on the south by property of Jose Xavier Gomes and Rosario Manuel Costa.

Mateus Vermy Martins

PLAN

OF FLAT FF-1 AND FF-2 ON FIRST
FLOOR OF THE BUILDING SITUATED
AT VILLAGE NAVELIM
AREA FF-1 = 112.00 SQ MTS
AREA FF-2 = 103.00 SQ MTS



J Martins

FIRST FLOOR PLAN

MR JOAQUIM SANTANA MARTINS
VENDORS

P. Cruz

MR CRUZ SILVA
PURCHASER

Verny Martins
MRS MARIA MARTA VERMY MARTINS
VENDORS



GOVERNMENT OF GOA

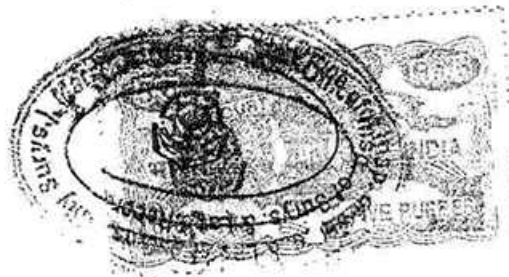
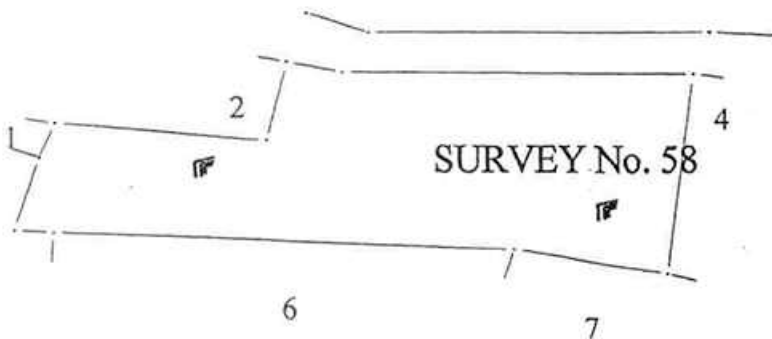
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MARGAO - GOA

Inward No:4946



Plan Showing plots situated at
Village : NAVELIM
Taluka : SALCETE
Survey No./Subdivision No. : 58/ 3
Scale : 1 :1000

(Savio C. Silveira)
Inspector of Survey & Land Records
Margao Goa.



Ruchita

Generated By : RUCHITA MADKAIKAR
On : 18-07-2017

K.B. Gaude
18/7/17
Compared By: K.B.GAUDE



- 15 -

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:



J. Martins

JOAQUIM SANTANA MARTINS

J. Martins



right hand finger prints



left hand finger prints

[Signature]

J. Martins Vermy Martins



- 16 -



Vermy
O

Vermy Martins
MARIA MARTA VERMY MARTINS



right hand finger prints



left hand finger prints

[Signature]

Vermy Martins

Vermy Martins



- 17 -

PURCHASER:



CRUZ SILVA



right hand finger prints



left hand finger prints



Stalim Vermy Martins



- 18 -

WITNESSES:

1. Cardozo
Name: ANNET CARDOZO

Address: H. NO. 951/A COLLEA VADDO ASSOLNA
SALCETE GOA.

2. Assis fernandes
Name: H. NO 1487, Zuvem

Address: Velim Salcete Goa.

[Signature]

Estan Vermy Martins



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 16-04-2018 12:24:05 PM

Document Serial Number : 1737

Printed at 12:10:00 PM on 16-04-2018 in the office of the Sub-Registrar(Salcete/Margao) Along with
paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	392000.00
2	Processing Fees	300.00
	Total :	392300.00

Stamp Duty Required: 324800.00

Stamp Duty Paid: 3250000.00

Cruz Silva presenter

Name	Photo	Thumb Impression	Signature
Cruz Silva,s/o Martinho Silva , Married,Indian,age 48 Years,Civil Engineer,r/o H No. 334/F Vaz Vaddo Ambelim Salcete Goa			

Endorsements

Executant

1 . Joaquim Santana Martins, s/o late Joao Antonio Martins alias Mateus alias Mateus Martins,
Married,Indian,age 70 Years,Landlord,r/o H No. 177 Ollizote Sarzora Salcete Goa

Photo	Thumb Impression	Signature

2 . Maria Marta Vermy Martins, d/o late Benedito Souza, Married,Indian,age 62 Years,House-Wife,r/o H
No. 177 Ollizote Sarzora Salcete Goa

Photo	Thumb Impression	Signature
		Venny Martins

Venny Martins, s/o Martinho Silva, Married, Indian, age 48 Years, Civil Engineer, r/o H No. 334/F Vaz Vaddo Ambelim Salcete Goa

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Linden Cardozo, s/o Aleixo Claudio Cardozo, Married, Indian, age 39 Years, Service, r/o Ambelim Salcete Goa	

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Sub-Registrar
CIVIL REGISTRATION
— CUM —
Sub-Registrar
SALCETE

Book-1 Document
Registration Number MGO-BK1-01756-2018
CD Number MGD123 on
Date 16-04-2018

Sub-Registrar (Salcete/Margao)

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

CIVIL REGISTRATION
— CUM —
SUB-REGISTRAR
SALCETE