

(Rupees ten lakhs only)

For CITIZEN CREDIT™
CO-OP BANK LTD

De Souza
Authorised Signatory

Citizencredit co-operative Bank Ltd.
Mapusa Branch,
Shop No.G - 1,Ground Floor,Block D - 1,
Boshan Homes,
Mapusa, Goa - 403 567

D - 5 / STP(V) / C.R. / 35 / 1 / 2013 - RD



STAMP DUTY
00000

GOA
NON JUDICIAL

Rs. ≈ 1000000 ≈ 15.12.2020

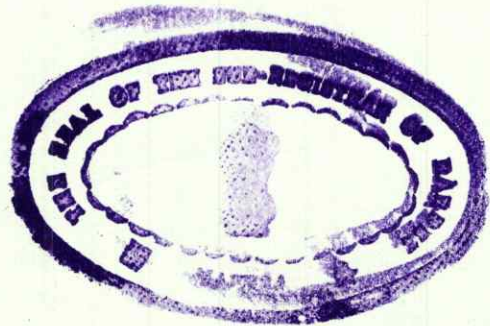
365430

GOA

INDIA **One**Zero**Zero**Zero**Zero**Zero**Zero**

8373 7822247

Name of Purchaser MARIO BERAUDO FERNANDES.



Sl. NO:- 2020 - BRZ - 3367
16/12/2020

AGREEMENT FOR SALE

J. V. V. V.

Mario Beraudo Fernandes

(Rupees Eight lakhs, twenty seven thousand only)

For CITIZEN CREDIT™
CO-OP BANK LTD
D Souza
Authorised Signatory

Citizencredit co-operative Bank Ltd.
Mapusa Branch,
Shop No. 6 - 1, Ground Floor, Block D - 1,
Boshan Homes,
Mapusa, Goa - 403 507 2
D - 5 / STP(V) / C.R. / 35 / 1 / 2013 - RD



STAMP DUTY
00000

GOA
NON JUDICIAL

Rs. ≈ 0827000 ≈ 15.12.2020

365430

GOA

INDIA **Zero*EightTwo**SevenZero*Zero*Zero***

8374 7239306

Name of Purchaser MARIO BERARDO FERNANDES.



This agreement for sale is made at Mapusa on this 16th day of December 2020;

J. V. Nathan

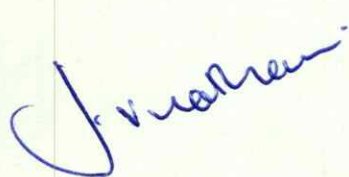
Mario Berardo Fernandes

BETWEEN

Ms. NISHIGANDHA HOLDINGS, a partnership firm having the registered office at 5 cliff towers, Mount Mary road, Bandra , Mumbai 400 050, PAN No. [REDACTED] represented herein by all its partners 1) **Mr. NISHIKANT SHAMRAO SHIRODKAR**, 78 years of age, son of Mr. Shamrao D Shirodkar, Indian national holder of Aadhar card no [REDACTED], Pan No [REDACTED] and 2) **Mrs. NEELAM NISHIKANT SHIRODKAR**, 76 years of age, wife of Mr. Nishikant Shamrao Shirodkar, Indian national holder of Aadhar card no [REDACTED], Pan No [REDACTED], both residents of 5 Cliff towers, Mount Mary road, Bandra , Mumbai 400 050, (represented herein by their attorney their son-in-law **Mr. Jitendra Vishnu Nathani**, son of Nathani Vishindas Ramchand, 46 years of age, Indian national, Business, Pan no [REDACTED], Adhar card no [REDACTED], resident of house no 711/38, Advait, Green Hill Society, Socorro, Porvorim, Bardez Goa, vide power of attorney dated 14/12/2020, Registered under registration no 12845 ,before Notary S. J. Sardesai, Mapusa, Bardez Goa) hereinafter referred to as "THE VENDOR" (Which expression shall unless repugnant to the meaning and context thereof, shall include its/their successors, heirs, nominees, assigns, executors, administrator and/or representatives) of the ONE PART.

A N D

MR. MARIO BERALDO FERNANDES, son of late Constancio Joaquim Augustin Fernandes, aged 53 years, married, Businessman, Indian National, Holding Aadhar card No. [REDACTED], Pan Card No. [REDACTED], residing at H. No. 242-



A/1, St. Jerome Vaddo, Duler, Mapusa, Bardez, Goa, hereinafter called "THE PURCHASER" (Which expression shall unless repugnant to the meaning and context thereof, shall include his successors, heirs, nominees, assigns, executors, administrator and/or representatives) of the OTHER PART.

Whereas the vendors are the owners in lawful possession of the properties bearing chalta no 46-A of P T Sheet no 73, situated in Duler, Mapusa, which is fully described in the schedule I hereinafter appearing.

WHEREAS there exists a property known as "SORVO" described under No 33687 at fls. 146 reverse of book B-86 and inscribed under No 37746 at fls. 87 reverse of book G-41 in the name of Baba Hiru Bandorkar, in the Land Registration office of Bardez, enrolled under Matriz No 1389 of 3rd circumscription of Mapusa in the Taluka Revenue office of Bardez, situated at Duler, Mapusa, hereinafter referred to as the "said property", and fully described in the SCHEDULE hereunder written.

WHEREAS Shri. Baba Hiru Naik alias Baba Hiru Naique Bandorcar acquired the said property from Maharudrappa Mallappa Mungurvadi and his wife, under a Deed of sale dated 10th October 1953, duly recorded at pages 39V onwards of Book No 540 of the then Notary of Bardez Judicial Division (comarca) Guilherme Lobo.

WHEREAS the said property was acquired by the vendors Ms. NISHIGANDHA HOLDINGS from Shri. Baba Hiru Naik alias Baba Hiru Naique Bandorcar and his wife Smt. Gopikabai Baba Naik Bandorcar, under a Deed of sale dated 5th July 2003, duly

J. Narayan

[Signature]



recorded under registration no 1757 at pages 98 to 110 of book I volume 1298 dated 29th July 2003.

And whereas the vendors are desirous of selling and the purchaser is desirous of purchasing the said property for a price of Rs. 630,00,000/- (six hundred thirty lakhs only) which is the fair market value , on terms and conditions mentioned hereinafter.

AND WHEREAS THE VENDORS FURTHER DECLARE AND GUARANTEE TO THE PURCHASER / DEVELOPER THAT;

a) Vendors are exclusively entitled to own, hold, possess, enjoy and deal with in any manner the "said property" bearing chalta No 46-A of PT Sheet no 73 of Mapusa city, more specifically described in schedule I.

b) The vendors' title to the said property is clear, legal unencumbered, marketable and subsisting.


c) The vendors have not agreed to sell the said property or any part thereof to any other person / parties.

d) That there is no litigation or any legal proceeding pending before any court / tribunal, administrative authority with respect of the said property.

e) That there are no difficulties, legal or otherwise, for the sale of the property and that the said property is free from encumbrances.

f) That there are no agricultural tenants, lease holders, caretakers, mundcars or any other persons having any rights over said property.

g) That there are no easementary rights constituted whether by act of the parties or by efflux of time over the said property.



J. Narayan

[Signature]

- h) That they or their agents / representatives have not assigned the rights to construct to any other party whatsoever and have not created any charges or lien on the said property rights to construct and sell the built up area in any manner whatsoever;
- i) That they have not encumbered, mortgaged nor created any lien, charge, on the said property with any bank, financial institution, financing agency or any other private leading person or firm/s.
- j) That the property is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any statutory authority of any kind whatsoever and should there be the VENDOR shall discharge the same from and out of his own funds and keep the PURCHASER indemnified. If any arrears are found due to the earlier period, the same shall be discharged by the VENDOR.”



AND WHEREAS based on the representation made by the VENDORS, the PURCHASER has verified the aforesaid documents and accepting the true and faithful intentions/representations made by the VENDORS, the PURCHASER is going to develop and purchase the said property in the manner appearing hereunder:-

WHEREAS the PURCHASER has disclosed to Vendors that he intends to develop the said property by constructing thereon multi storied building comprising of shops, offices, flats, stilt area as per the approved plans, for sale to third parties, and therefore there should be no cloud of any kind on the right, title claim or possession of the Vendors to the said property,

Now under these conditions the PURCHASER has agreed to purchase the said property from the VENDORS and the VENDORS

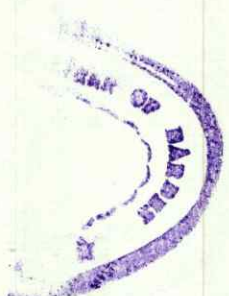
J. Mathani

[Signature]

have agreed to sell the same to the Purchaser on terms and conditions mentioned hereinunder below;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN ALL THE PARTIES HERETO AS UNDER:-

1. That the VENDORS allow the PURCHASER to develop the said property more fully described in schedule I hereunder written, by constructing thereon multi storied building/s comprising of shops, offices, flats, stilt area and the VENDORS shall sell the said property to the PURCHASER and the PURCHASER shall develop and eventually purchase the said property described in schedule I for a total consideration **Rs. 630,00,000/- (six hundred thirty lakhs only)** which is the fair market value of the property.
2. The payment will be done as per schedule II of this agreement. Post dated cheque for the amounts corresponding in schedule II as given to the Vendors in advance at the time of signing this agreement. The vendors agree and undertake to convey the said property on completion of the above payment. The purchaser shall have the liberty to transfer the amount to vendors on any date prior to the date of the post dated cheque in to the account specified for this purpose, whereupon the vendor shall return the post dated cheque to the purchaser. That incase of delay in payment by the purchaser to the vendors, the Vendors shall be entitled to receive interest on the same by way of simple interest w.e.f the proposed date of such payment. Interest shall be paid @ 18% p.a in case of delay of any installment.



J. Narayan


[Signature]

3. The sale deed shall be completed within a period of 4 months from the date of signing this agreement and on the said date will be the payment of last installment. The Sale Deed shall be signed by the Vendors after obtaining all necessary and statutory requirements as necessary in favor of the Purchaser after payment of the last installment, on the day of making the final payment.
4. That on execution of the instant agreement the PURCHASER shall be entitled to construct on the said property shops, offices, flats, stilts, and other premises of whatsoever nature for and on behalf and at the cost of the PURCHASER and / or other persons / third parties.
5. That the PURCHASER shall be entitled to get approved / revised, passed and issued all building licenses and permits required for the purpose of building from any department of government, semi or quasi Government / Agency, Authority, Revenue court, Planning & Development body, local authority inclusive of municipality/ local body. The Vendors shall have no responsibility whatsoever with regard to the preparation of plans and execution of the buildings even though plans and licenses may be in the name of the Vendors, as the Purchaser has got the same prepared and approved. The Purchaser undertakes to obey all applicable laws in respect of the same.
6. That the PURCHASER is authorized and empowered to sell and / or dispose all the shops, offices, flats, etc. in the proposed/revised building, on such conditions and terms as the



PURCHASER may agree with the other buyers and appropriate for himself the entire proceeds thereof.

7. That the VENDORS allow the PURCHASER to enter into agreement for sale of the proportionate undivided right over the said property more fully described in Schedule I herein under with the third parties and construction of shops, flats, offices, stilted area thereon. However, the purchaser shall not do any conveyance or mortgage of the same unless the Vendors have been paid in full as per the terms of this agreement.
8. That the VENDORS simultaneously with the execution of the instant agreement shall execute a power of attorney in favor of the PURCHASER and / or his nominee/s in order to enable the PURCHASER to implement the provision of this agreement. The Power of attorney shall be limited to licensing and facilitating of construction only and there will be no power to sell or convey any part of the property. The Power of Attorney to be granted in favour of Purchaser shall be in force till the payment of the balance consideration or four months whichever is earlier.
9. That the VENDORS have delivered to the PURCHASER all copies of the documents pertaining to the title to the said property as detailed in this agreement. The PURCHASER has investigated into the title of the VENDORS and is satisfied of the same. However, inspite of the above, if there is a defect in the title of the VENDORS; the VENDORS shall be liable to show good, clear and marketable title within a period of four months from the date of signing of this agreement, which period shall be excluded from the said performance of the PURCHASER under the terms of this agreement. And in case of any defect in the



J. Suman


[Signature]

title, the PURCHASER shall bring to the notice of the VENDORS whereupon the VENDORS shall get the defect removed. If within four months from the date of this agreement the Purchaser does not bring to the attention of the Vendors any further requirement as to the title, it is agreed that the Purchaser shall be deemed to be satisfied with the title. If the Purchaser brings any objection to the title he shall immediately stop all construction activity forthwith.

10. If any litigation takes place due to any defect in the title of the VENDORS then such period of stoppage of work shall be excluded from the period of performance as stipulated in this agreement for the PURCHASER.

11. That the PURCHASER shall immediately on execution of this agreement, float any scheme for the construction of any premises without any liability to the VENDORS whatsoever, on the said property at the cost and expenses of any person/third parties and shall be entitled to advertise any such scheme on the newspapers and or through any other media and to enter into agreement/s with any person/s whomsoever.


12. That all the Profits / losses arising out of such construction by the PURCHASER, on behalf of third parties as aforesaid PURCHASER at the cost and expenses of the later, shall exclusively accrue to the PURCHASER and be enjoyed by him without any objection from the VENDORS, and the VENDORS shall not be liable in any manner.



J. Mahajan

[Signature]

13. On execution of the final deed of sale/ conveyance in respect of the said property all the ownership rights of the VENDORS in and to the said property shall be extinguished.
14. That the VENDORS shall fully co-operate with the PURCHASER in his efforts to obtain and secure all the necessary permissions, licenses, any clearances, NOCs, approvals/ revised approvals, sanctions which in the opinion of the PURCHASER are necessary for giving effect to this agreement, by giving a power of attorney to the purchaser for the said purpose.
15. That the VENDORS shall fully co-operate with the PURCHASER in getting the occupancy certificate, water, electricity, and sanitary connection from the concern authorities to each and every part of the proposed building/s to be constructed in the said property the cost of which will be borne by the developer by giving a power of attorney to the purchaser for the said purpose.
16. In case of any claims by any third parties to the ownership or co-ownership with respect of the said property described in schedule I hereinunder, the VENDORS shall be liable to settle such claims at their own costs.
17. Any other dispute arising from the contract between the PURCHASER and the purchasers of the units, this liability shall be the sole responsibility of the PURCHASER and the purchasers of the units, this liability shall be the sole responsibility of the PURCHASER. The VENDORS shall not be liable in any manner whatsoever, except as laid out in the appropriate clauses of this agreement.
18. That the PURCHASER is permitted by the VENDORS to fully utilize the current applicable FAR and if at any time prior




J. V. Mahan

A. S. S. S. S.

to the execution of the Deed of Conveyance, the FAR at present applicable to the said land increases, such increase shall accrue to the benefit of DEVELOPER alone without any rebate to the VENDOR.

19. That the VENDORS undertakes not to encumber the said property in any manner whatsoever as long as this agreement is in force and shall not mortgage the same or enter into any agreement with any person/s and / or firms whatsoever hereafter.
20. All expenses for obtaining PDA, Municipal Licenses, PURCHASER appointed architectural, engineers fees, stamp duty, legal fees, registration fees, shall be paid / borne by the PURCHASER or his nominee/s and/or the assignee/s. All liabilities of the Vendors and any other dues apart from those listed above which have arisen prior to the date of the sale deed will be paid by the vendors from their consideration and the developer will not be liable for the same.
21. That all parties hereto shall be entitled to the specific performance of the terms and conditions of this agreement.
22. That the said property is believed to have been correctly described in schedule I hereinunder written and if any error or omission in search description were subsequently discovered, the same should not invalidate this agreement.
23. That it is hereby agreed that time shall be the essence of this contract.
24. That the consideration of Rs. 630,00,000/- (Six hundred thirty lakhs only) is the fair market value of the property and



J. Nathan

[Signature]

accordingly stamp duty is paid on the same being Rs.18,27,000/- (eighteen lakhs twenty seven thousand only). The Purchaser shall immediately pay the TDS deducted u/s 194IA of the Income-Tax Act 1961 in form 16B along with copies of tax paid challans.

25. That is hereby agreed that all disputes which may arise between the parties to this agreement whether in relation to the interpretation of the clauses and conditions of these agreement and about performance of these presents or concerning any act or commission of other party or the dispute or by any of them or in relation to any matter whatsoever concerning this agreement, shall be referred to arbitration in accordance with the provisions of the Indian arbitration and conciliation act 1996
26. That the possession of the said property is not given to the purchaser.

SCHEDULE I (schedule of property)

All that landed property known as SORVO situated at Duler, Mapusa, within the area of Mapusa Municipal Council, Taluka and sub district of Bardez, District of North Goa, surveyed under Chalta no 46-A P T Sheet No 73 of City Survey Mapusa having an area of 1534 square meters with a dilapidated house without house no , being a major eastern part / portion of the property described under No 33687 at fls. 146 reverse of book B-86 and inscribed under No 37746 at fls. 87 reverse of book G-41 in the Land Registration office of Bardez, enrolled under Matriz No 1389 of 3rd circumscription of Mapusa in the Taluka Revenue office of Bardez and is bounded as per the survey plan as follows:

Jonathan

[Signature]

North: By municipal Road **South:** By property bearing chalta No 50 P T Sheet No 73 of Mapusa City **East:** By municipal road **West:** By property bearing chalta No 46 P T Sheet No 73 of Mapusa City

SCHEDULE II (payments)

Mode of payment

1. On signing of agreement: Rs. 297,75,000/- .(Rupees Two hundred and ninety seven lakhs seventy five thousand only) plus Rs.2,25,000/- (Rupees two lakh twenty five thousand only) as TDS.
2. On or before 16/2/2021: Rs. 109,17,500/- .(Rupees one and nine lakhs seventeen thousand five hundred only) plus Rs.82,500/- (Rupees eighty two thousand five hundred only) as TDS. .
3. On or before 16/3/2021: Rs. 109,17,500/- .(Rupees one and nine lakhs seventeen thousand five hundred only) plus Rs.82,500/- (Rupees eighty two thousand five hundred only) as TDS. .
4. On or before 16/04/2021: Rs. 108,90,000/--(Rupees one hundred and eight lakhs ninety thousand only) plus Rs.110,000/- (Rupees one lakh ten thousand only) as TDS.
The specified bank account for the purpose of clause 2 is
**Nishigandha Holdings, Apna Sahakari Bank Ltd, DSC
branch, Account No 006012100003724, IFSC code
ASBL0000006**

IN WITNESS WHEREOF both the parties hereto have signed this agreement on the day, month and the year mentioned hereinabove first.

For and behalf of VENDORS

J. Mahan

[Signature]



MR. JITENDRA VISHNU NATHANI

(POA holder for **Mr. NISHIKANT SHAMRAO SHIRODKAR and Mrs. NEELAM NISHIKANT SHIRODKAR**)



1. _____



1. _____



2. _____



2. _____



3. _____



3. _____



4. _____



4. _____



5. _____



5. _____



J. Nathani

[Signature]

For and behalf of PURCHASER



[Handwritten signature]



MARIO BERALDO FERNANDES

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

4. _____ 4. _____

5. _____ 5. _____

WITNESS: 1.

Maria

Perene - Iza

2. *Sidney*

fernandes

[Handwritten signature]

[Handwritten signature]



3367/2020

GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA

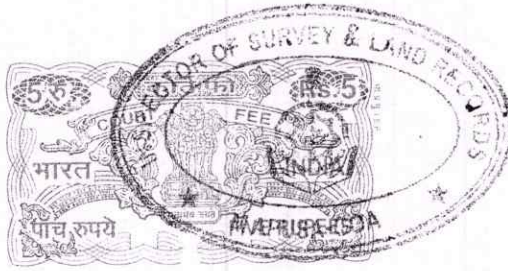
Inward No: 6750



Plan Showing plots situated at
City : MAPUSA
Taluka : BARDEZ
P.T.Sheet No./ Chalta No. : 73/ 46-A
Scale :1:500



(Rajesh R. Pai Kurchelkar)
Inspector of Survey &
Land Records



Handwritten signatures and initials in blue ink.

Generated By : Pratap Moulekar (D'Man Gr. II)
On : 27-10-2020

Compared By:



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Bardez

Print Date & Time : - 16-Dec-2020 11:12:42 am

Document Serial Number :- 2020-BRZ-3367

Presented at 11:12:35 am on 16-Dec-2020 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	1827000
2	Registration Fee	500
3	Processing Fee	530
Total		1828030

Stamp Duty Required :1827000/-

Stamp Duty Paid : 1827000/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p>Mario Beraldo Fernandes ,S/o - D/o Late Constancio Joaquim Augustin Fernandes Age: 53, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H no 242 A1 St Jerome Duler Mapusa Bardez Goa, Address2 - , PAN No.: [REDACTED]</p>			




Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p>Mario Beraldo Fernandes ,S/o - D/o Late Constancio Joaquim Augustin Fernandes Age: 53, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H no 242 A1 St Jerome Duler Mapusa Bardez Goa, Address2 - , PAN No.: [REDACTED]</p>			
2	<p>JITENDRA VISHNU NATHANI ,S/o - D/o Nathani V Ramchand Age: 46, Marital Status: ,Gender:Male,Occupation: Business, Address1 - House no 711 38 Advait Green hill society Socorro Porvorim Bardez Goa, Address2 - , PAN No.: [REDACTED]</p>			

Witness:

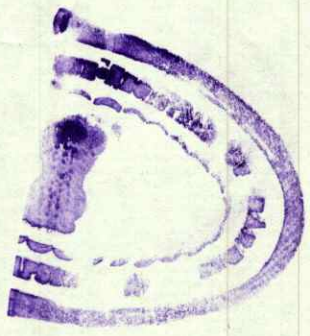
I/We individually/Collectively recognize the Vendor, Purchaser, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p>Maria Pereira, 44 , ,9359319887 , ,Service , Marital status : Married 403507, Balbot Bastora, Balbot Bastora Bastora, Bardez, NorthGoa, Goa</p>			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Sidney Nicholas Fernandes, 25 , ,7083395951 , ,Service , Marital status : Unmarried 403517, h no 1093 Dongar Marg Near Ajooba Siolim Bardez Goa, h no 1093 Dongar Marg Near Ajooba Siolim Bardez Goa Siolim, Bardez, NorthGoa, Goa			

[Handwritten Signature]
7/16/12/2020
Sub Registrar

REGISTRAR
BARDEZ



Document Serial No:-2020-BRZ-3367

Book :- 1 Document
Registration Number :- **BRZ-1-3280-2020**
Date : 16-Dec-2020

16/12/2020

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)

**SUB-REGISTRAR
BARDEZ**

