

(Rupees Five lakhs Twenty Two Thousand Only.)

For CITIZEN CREDIT CO-OP. BANK LTD.

CITIZEN CREDIT CO-OPERATIVE
BANK LTD

SIGNER MEMBER CO-OP, HSG SOCIETY LTD
ST. JOSEPH ROAD, MARGAO,
MARGAO - GOA 403 002

D-5/SIP(V)/C.R./35/3/2011-00

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NON JUDICIAL गौडा

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GOA

Authorised Signatory

Name of Purchaser Cruz Silva

Cruz Silva *[Signature]*



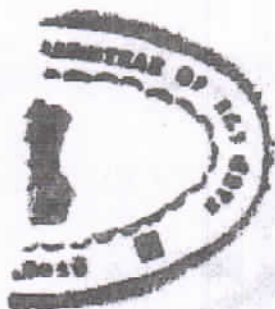
AGREEMENT FOR SALE CUM

DEVELOPMENT

(WITH POSSESSION)

THIS AGREEMENT is made at Margao, Goa, on this 18th day of
October 2019 - BETWEEN -

[Signature] *[Signature]* *[Signature]* *[Signature]* *[Signature]* *[Signature]*



(1) (a) **MR. BOSCO FERNANDES** ~~as~~ **BOSCO WILFRED FERNANDES**, son of late Leopoldo J. W. Fernandes, aged 43 years, married, service, PAN Card No. _____, Aadhaar Card No. _____, and his wife (b) **MRS. MERLYN FERNANDES**, daughter of Mr. Diogo Dias, aged 37 years, housewife, PAN Card No. _____, Aadhaar Card No. _____, both Indian Nationals and residents of House No.208, Varca, Salcete, Goa 403721, hereinafter referred to as the **"VENDORS"** of the **FIRST PART**;

(2) **TRINITY ESTATES AND DEVELOPERS**, a partnership firm, duly incorporated and registered under Indian Partnership Act, 1932 with Registrar of Firms, Salcete, Margao under No.MGO-F43-2014 on 14th February 2014, having registered office at S-1, Chandan Building, Erasmo Carvalho Street, Margao, Goa 403 601, PAN Card No. _____, represented herein through its partners, (a) **MR. JOAQUIM ANTONIO SEQUEIRA**, son of late Domingos Sequeira, aged 60 years, married, businessman, PAN Card No. _____, Aadhaar Card No. _____, Indian National, resident of H.No.306(1), Vollant, Vasco da Gama, Goa 403 802, (b) **MRS. RASHMI LEENA FERNANDES**, daughter of late Tolentino Martins, aged 47 years, married, housewife, PAN Card No. _____, Aadhaar Card No. _____, Indian National, resident of Flat No.A-1, First floor, Raghunath Apts, Vasco da Gama, Goa 403 802, and (c) **MRS. WILMA JULIANA FURTADO**, daughter of Mr. Hillary Francisco Gabriel Pereira, aged 42 years, married, housewife, PAN Card

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No. _____, Aadhaar Card No. _____, Indian National, resident of H.No.207, Sinquetim, Navellim, Salcete, Goa 403 707, hereinafter referred to as the **"CONFIRMING PARTY"** of the **SECOND PART - AND -**

(3) **MR. CRUZ SILVA**, son of Mr. Martinho Silva, aged 49 years, married, civil engineer, PAN Card No. _____, Aadhaar Card No. _____, Mobile No. _____, Indian National, resident of H.No.334/F, Vaz Vaddo, Ambelim, Salcete, Goa, hereinafter referred to as the **"PURCHASER"** of the **THIRD PART**.

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

WHEREAS there exists a property, namely property surveyed under No.224/1-A of Carmona village of Salcete Taluka, admeasuring 2755 (two thousand seven hundred fifty five) sq. metres, being Plot No.4 of the property known as **VISSOVEM** or **VISOVEA KIRBHAT**, fifth, seventh and eighth lots, situated at Carmona, within the area of Village Panchayat of Carmona, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete, namely fifth lot under No.20033 at page 119 overleaf and page 120 of Book B No.51

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of New Series, seventh lote under No.20034 at page 119 overleaf and page 120 of Book B No.51 of New Series and eighth lote under No.20544 at pages 179 overleaf of Book B No.52 of New series and all lotes also forms parts of the property described in the Land Registration Office of Salcete under No.10266 of Book B 39 of Old Series and forms part of the property enrolled in the Land Revenue Office of Salcete under Matriz Nos.83 and 2084, more particularly described in the SCHEDULE "A" hereunder and hereinafter referred to as the "said property";

AND WHEREAS the said fifth, seventh and eighth lotes of entire property described in the Land Registration Office of Salcete under Nos.20033, 20034 and 20544 of New Series, forming one property is inscribed in the Land Registration Office of Salcete in the name of Antonieta Ernestina Soares alias Anita Soares and her husband Mr. George Victor Rodrigues alias Jorge Victor Rodrigues;

AND WHEREAS in the Inventory Proceedings No.60/2003/D initiated in the Court of the Civil Judge, Jr. Div., Margao by Antonieta Amacia Argentina Rodrigues Afonso, upon the death of her parents said Mr. George Victor Rodrigues alias Jorge Victor Rodrigues and his wife Mrs. Antonieta Ernestina Soares alias Anita Soares, the said three lotes as one property was listed under Item No.1 among other properties being the estate left by said deceased, whereby the said entire

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property under Item No.1 for the purpose of partition divided into five plots, whereby Plot No.4, described in the SCHEDULE "A" hereunder, hereinafter referred to as the "said property" was allotted to Smt. Alzira Rosalina Rodrigues alias Alzira Rodrigues, wife of late Leopoldo J.W.Fernandes and her children including the Vendor, Mr. Bosco Fernandes herein;

AND WHEREAS by virtue of Deed of Family Partition dt. 24th May 2013 registered in the office of the Sub-Registrar of Salcete, Margao under No.MGO-BK1-03045-2013 dt. 24.05.2013, said Smt. Alzira Rosalina Rodrigues alias Alzira Rodrigues, and her children along with their respective spouses partitioned the said joint properties jointly owned by them, whereby the said Plot No.4, described in the SCHEDULE "A" hereunder and herein referred to as the "said property" was allotted to the VENDORS herein;

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

AND WHEREAS by Memorandum of Understanding dt.07.02.2015 with subsequent Addendum dt. 15.09.2015, the VENDORS have permitted the CONFIRMING PARTY to develop the said property by constructing row villas therein and dispose of the same on the terms and conditions mentioned in the said Memorandum of Understanding;

AND WHEREAS in pursuance to the said Memorandum of Understanding the CONFIRMING PARTY obtained Conversion Sanad from the Collector of South Goa, Margao, Technical Clearance Order from the Town and Country Planning

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Department, Margao under No. TPM/27702/Carm/224/1-A/16/2318, dated 6th May 2016 and further renewed under No. TPM/27702/Carmona/224/1-A/2019/2687, dated 18th April 2019; Construction Licence from Village Panchayat of Carmona under No. VP/C/Const.Lic/2016-17/534/08, dated 17th August 2016, and further renewed under No. VP/CAR/2019-20/607, dated 13th August 2019, and NOC from Primary Health Centre, Chinchinim;

AND WHEREAS in pursuance to the said Memorandum of Understanding and obtaining of such permissions and licences, the CONFIRMING PARTY created right and interest in the said property;

AND WHEREAS the PURCHASER herein approached the VENDORS and the CONFIRMING PARTY for purchase of the said property for the purpose of development;

AND WHEREAS the VENDORS and the CONFIRMING PARTY have represented to the PURCHASER that -

- a) the said property is free from all encumbrances, charges, easements, liens or defects in title of whatsoever nature;
- b) the VENDORS herein are the sole owners in possession of the said property and their title to the said property is clear, valid, marketable and subsisting;
- c) the said property is not subject to any land acquisition proceedings;
- d) the said property is not subject to any attachments from any court of law;

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e) the said property is not subject to requisition or attachment by Income Tax Department or any other department or any other Government Authority;

f) the said property has not been the subject matter of any previous Agreement of Sale, Mortgage, charge etc, except said commitments under Memorandum of Understanding with the CONFIRMING PARTY;

g) no other person/s have any right, claim, right or interest of whatsoever nature in the said property, except interest created in favour of the CONFIRMING PARTY;

AND WHEREAS, considering the aforesaid representations of the VENDORS as true and placing reliance upon the same and after ascertaining the truthfulness in such representations, the PURCHASER has agreed to purchase the said property for the purpose of development by constructing row villas and other premises to be disposed off on ownership basis or in any other manner deemed fit by the PURCHASER in his sole discretion and has agreed to pay to the VENDORS and the CONFIRMING PARTY total consideration of Rs.1,80,00,000/- (Rupees One Crore Eighty Lakhs only) partly in cash and partly in kind by constructing and allotting them 4 (four) Row villas, more particularly described in the SCHEDULE B hereinbelow and more particularly shown on the plan in red colour annexed to this agreement;

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AND WHEREAS the parties hereto desire the conditions, terms and covenants of the aforesaid Agreement, to be reduced into writing;




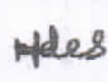


NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. In pursuance of the aforesaid agreement and in consideration of the VENDORS and the CONFIRMING PARTY agreeing to sell or otherwise transfer and convey unto the PURCHASER or his nominees, the said property and further panding the conveyance permitting the PURCHASER to develop the said property by constructing thereon row villas as per the approved plans, the PURCHASER, by way of consideration shall pay to the VENDORS and the CONFIRMING PARTY a total amount of Rs.1,80,00,000/- (Rupees One Crore Eighty Lakhs only) payable partly by cash and partly by constructing 4 (four) row villas in the Buildings complex to be constructed in the said property, namely -

A) Rs.95,00,000/- (Rupees ninety five lakhs only) payable to the VENDORS towards their rights, title and interest in the said property payable partly by cash and partly by constructing two row villas, payable in following manner:

a) Rs. 35,00,000/- (Rupees thirty five lakhs only) payable by cash in the following manner:

1) Rs. 9,05,000/- (Rupees nine lakhs five thousand only) payable at the time of execution of these presents which is paid by cheque bearing No.421155 drawn on Corporation Bank, Assolna Branch, dated 18th October 2019, receipt



whereof the VENDORS hereby admit and acknowledge, subject to realization of the said cheque.

II) A sum of Rs. 95,000/- (Rupees ninety five thousand only) is deducted towards 1% TDS to be paid to Income Tax Department on account of total consideration payable to the VENDORS;

III) Rs. 10,00,000/- (Rupees ten lakhs only) payable on or before 18th December 2019 for which post dated cheque bearing No. 977291 drawn on State Bank of India, Assolna Branch, dated 18th December 2019 has been issued by the PURCHASER to the VENDORS, the receipt whereof the VENDORS hereby admit and acknowledge, subject to realization of the said cheque.

IV) Rs. 15,00,000/- (Rupees fifteen lakhs only) payable on or before 18th February 2020, for which post dated cheque bearing No. 977290 drawn on State Bank of India, Assolna Branch, dated 18th February 2020 has been issued by the PURCHASER to the VENDORS, the receipt whereof the VENDORS hereby admit and acknowledge, subject to realization of the said cheque.

b) Rs. 60,00,000/- (Rupees sixty lakhs only) by constructing and allotting two row villas, namely Row Villas bearing No. 1 and 5 admeasuring built up area 150 sq.mts each, in the proposed complex "HAVEN VILLAS" in said property, as per approved plans and shown in the plan annexed hereto and described in the SCHEDULE "B" hereunder.

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B) Rs.85,00,000/- (Rupees Eighty five lakhs only) payable to the CONFIRMING PARTY towards their rights, title and interest in the said property, payable partly by cash and partly by constructing two row villas in following manner:

a) Rs.25,00,000/- (Rupees twenty five lakhs only) payable by cash in following manner:

i) Rs.10,00,000/- (Rupees ten lakhs only) as advance paid before execution of these presents by cheque bearing No. 12213 drawn on IDBI Bank, Chinchinim Branch, dated 05th September 2019, receipt whereof the CONFIRMING PARTY hereby admit and acknowledge.

ii) A sum of Rs. 85,000/- (Rupees eighty five thousand only) is deducted towards 1% TDS to be paid to Income Tax Department on account of the CONFIRMING PARTY towards total consideration payable to the CONFIRMING PARTY;

iii) Rs. 9,15,000/- (Rupees nine lakhs fifteen thousand only) to be paid on or before 18th December 2019 for which post dated cheque bearing No.977288 drawn on State Bank of India, Assolna Branch, dated 18th December 2019 has been issued by the PURCHASER to the CONFIRMING PARTY, the receipt whereof the CONFIRMING PARTY hereby admit and acknowledge, subject to realization of the said cheque.

iv) Rs. 5,00,000/- (Rupees five lakhs only) to be paid on or before 18th February 2020 for which post dated cheque bearing No.977289 drawn on State Bank of India, Assolna Branch, dated 18th February 2020, receipt whereof the

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VENDORS hereby admit and acknowledge, subject to realization of the said cheque.

b) Rs.60,00,000/- (Rupees sixty lakhs only) payable by constructing and allotting Row Villas bearing No. 4 and 8 admeasuring built up area of 150 sq.mts each, in the proposed complex "HAVEN VILLAS" in said property, as per approved plans and shown in the plan annexed hereto and described in the SCHEDULE "c" hereunder.

The said Row Villas, bearing No. 1 and 5 admeasuring built up area of 150 sq.mts. each, shall exclusively belong to the VENDORS, along with proportionate share in land of the SAID PROPERTY and Row Villas, bearing No. 4 and 8 admeasuring built up area of 150 sq.mts. each, shall exclusively belong to the CONFIRMING PARTY, along with proportionate share in land of the SAID PROPERTY, all situated in the project known as "HAVEN VILLAS", marked in red and shown in the plan annexed hereto, and described in details in the SCHEDULE B & SCHEDULE C respectively, and herein after collectively referred to as the SAID PREMISES.

2. It is hereby clarified by and between the parties hereto that the payment of the said consideration shall form the consideration for the sale of the said property and with the right to carry on development and construction, in terms of the approved plans, permission and licences obtained from the concerned authorities for the development of the said property.



3. The PURCHASER do hereby covenants with the VENDORS and the CONFIRMING PARTY as under :

a) The PURCHASER shall be entitled to develop the said property at his own costs, risk, expenses, responsibility and liability by putting up thereon row villas in accordance with laws and regulations in force, approved plans and construction licences issued by the concerned authorities.

b) The PURCHASER shall be free to revise the said plans from time to time in the manner he deems fit and proper after obtaining consent from the VENDORS and the CONFIRMING PARTY and entirely at the cost and expenses of the PURCHASER, provided that such revision are according to laws and regulations and duly sanctioned by concerned authorities and same shall not change the location and area of the row villas to be allotted to the VENDORS and the CONFIRMING PARTY.

c) The PURCHASER shall be at liberty to enter into Agreements for sale in respect of the remaining row villas i.e. all row villas in said complex in the said property, (excluding the SAID PREMISES described in the SCHEDULE B & SCHEDULE C, as mentioned herein below, which are reserved/to be constructed for the VENDORS and the CONFIRMING PARTY towards the part of the consideration herein fixed and the common amenities) at such price and on such terms and conditions as the PURCHASER may deem fit and proper without any liability to the VENDORS and the CONFIRMING PARTY.

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d) The PURCHASER hereby covenant and agrees that all the sales or agreements to sell, transfer or conveyance of the row villas in the proposed building complex, at the disposal of the PURCHASER shall be at the risk, costs, account and responsibility of the PURCHASER. It is hereby clarified that the intention of the parties hereto is that the PURCHASER shall alone be liable and responsible to any/every third party/ies in connection with all dealings between the PURCHASER and such party/ies. All proceeds of sale of such row villas at the disposal of the PURCHASER shall be sole entitlement of the PURCHASER without any share/interest to the VENDORS, provided what has been assigned to the VENDORS and CONFIRMING PARTY i.e. said premises are not infringed upon.

e) The PURCHASER shall bear all the expenses concerning the construction and development of the said property, including all taxes and other charges relating to the said construction and development. Besides the responsibility for the quality of construction, responsibility towards workmen and all other matters shall exclusively vest with the PURCHASER, without any reference to the VENDORS and the CONFIRMING PARTY. However, it has been agreed between the parties that only the actual house tax as levied by the authority and proportionate electricity charge of actual in respect of the said four row villas i.e. said premises to be constructed and allotted to the VENDORS and the CONFIRMING PARTY shall be paid by the VENDORS and the CONFIRMING PARTY respectively only after the delivery of

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possession of the said four row villas i.e. said premises. The VENDORS and the CONFIRMING PARTY shall also pay the maintenance charges for providing security, maintenance of swimming pool, garden, cleaning etc for upkeep of the project.

f) The PURCHASER shall alone be responsible for violation of any laws, regulations, deviations from plans approved by concerned authorities and pay all outgoings regarding the proposed development of the said property. The PURCHASER hereby covenants to do the entire construction as per the approved plans.

g) The PURCHASER hereby covenants to construct the said four row villas i.e. said premises to be allotted and constructed to the VENDORS and CONFIRMING PARTY strictly as per the specifications hereinbelow mentioned in SCHEDULE "D" hereunder and strictly to the area, location and size shown in the approved plan annexed hereto;

h) The PURCHASER shall deliver the possession of said four row villas i.e. said premises to the VENDORS and the CONFIRMING PARTY or to any party/person nominated by them and described in the SCHEDULES "B" and "C" hereunder fully completed with the occupancy/completion certificate within a period of 30 (thirty) months from the date of execution of this agreement.

i) The PURCHASER shall inform the VENDORS and the CONFIRMING PARTY or to any party/person nominated by the VENDORS and the CONFIRMING PARTY agreed upon to take possession of the said four row villas to be allotted and



constructed for them as per this Agreement, by written intimation to be sent by registered post at the address of the VENDORS and the CONFIRMING PARTY or to any party/person nominated by the VENDORS and the CONFIRMING PARTY.

1) The VENDORS and the CONFIRMING PARTY upon receipt of such intimation and before taking possession of the said row villas shall inspect and verify that the said row villas are constructed as per the approved plans and that the works of construction of said row villas are done as per the specifications mentioned herein below and inform the PURCHASER in case of any defects in the works of construction done. All such defects, if any shall be rectified entirely at the cost of the PURCHASER.

k) The PURCHASER shall deliver the possession of the said row villas to the VENDORS and the CONFIRMING PARTY or to any party / person nominated by them to be constructed for them as per this Agreement before giving possession to any other purchaser of other row villas in the said complex "HAVEN VILLAS" with whom the PURCHASER has entered into agreement for the sale of other premises/row villas in the said "HAVEN VILLAS".

l) The PURCHASER shall be free from this day to enter into the said property and carry therein all works for the said development and construction including levelling, excavation, and all construction and development and completion of the said proposed building complex.

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m) The PURCHASER hereby covenants to construct the SAID PREMISES in accordance with the specifications set out in "SCHEDULE NO. D" hereunder written, forming a part of the Agreement and as per the approved plans.

o) That on construction and allotment of said four respective row villas to the VENDORS and the CONFIRMING PARTY, they shall be sole owners and possessors thereof along with proportionate undivided share in land corresponding thereto and the PURCHASER shall have no right, title or interest therein of whatsoever nature and parties confirm that no separate deeds or documents required to be executed by the parties for such allotment and ownership. However, in case the VENDORS and the CONFIRMING PARTY require execution of any deeds and/or documents for transfer of said four respective villas in their respective names, the entire costs, expenses, including stamp duty, registration charges etc. for execution of such deeds/documents shall be borne by the VENDORS and the CONFIRMING PARTY respectively.

In case of transfer of the said four row villas or any of them to any third party/nominee/s by the VENDORS and/or the CONFIRMING PARTY, all such costs and expenses (including stamp duty and registration charges) shall be borne by the said third party /nominee/s.

p) The PURCHASER hereby covenants to inform the CONFIRMING PARTY commencing of stages of construction of said four villas i.e. said premises with regards to the footing, casting of slabs and RCC pillars pertaining to the SAID PREMISES.

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q) The PURCHASER hereby covenant that the VENDORS and the CONFIRMING PARTY shall be at liberty to sell / transfer all or any of the said four Row Villas i.e. said premises to be allotted / constructed for them as mentioned in the SCHEDULE B AND C herein below. The PURCHASER further covenants to fully cooperate and sign and confirm all legal documents that would be necessary for effective transfer of the said four Row Villas or any of them, being part of the SAID PREMISES.

r) The PURCHASER shall register the entire project "HAVEN VILLAS", to be constructed in the SAID PROPERTY under RERA and the VENDORS / CONFIRMING PARTY shall have full right and authority to sell / transfer / retain all or any of four Row Villas from the SAID PREMISES.

4. The VENDORS and the CONFIRMING PARTY do hereby covenant with the PURCHASER as under:

a) That the representations held out by the VENDORS and the CONFIRMING PARTY are true and are hereby reiterated.

b) That the VENDORS shall always permit and allow the PURCHASER from the date of execution of these presents to enter into the said property and occupy the same for the purpose of carrying out development and construction works, which includes filling, levelling, surveying, excavations etc. The PURCHASER will be further permitted to construct temporary structures for the stay of the labourers during the period of construction, dumping and storage of materials, fencing and carrying out all other incidental works in connection with the construction and

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development of the said property after taking due care of sanitary conditions and upon obtaining necessary permission from the Village Panchayat or other concerned authorities.

c) The VENDORS and the CONFIRMING PARTY shall execute a Power of Attorney in favour of the PURCHASER authorising him to perform all the lawful acts, deeds, things and matters for enabling him to renew permissions and licences for the development and construction of the project "HAVEN VILLAS" in the said property and disposal of premises at the disposal of the PURCHASER along with the proportionate share in land, except the said four row villas i.e. SAID PREMISES to be allotted to the VENDORS and the CONFIRMING PARTY.

d) The VENDORS, upon payment of all consideration and other dues, if any, and upon the delivery of the possession of the said four row villas i.e. said premises to them and to the CONFIRMING PARTY as per this agreement, the VENDORS and the CONFIRMING PARTY shall execute a Deed of Sale/Deed of Exchange in respect of the said property and the Villas constructed therein in favour of the PURCHASER or his nominee/s, excluding the proportionate share in the land corresponding to the four row villas i.e. said premises to be constructed and allotted to the VENDORS and the CONFIRMING PARTY as mentioned hereinabove in this agreement. In the alternative, and if so requested by the PURCHASER, the VENDORS shall execute a Conveyance deed in respect of the said property in favour of the proposed and duly registered Co-operative Society or any legal entity

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which shall comprise of purchasers or financiers of owners/occupants of various premises in proposed complex to be constructed in the said property. All the costs, expenses and charges concerning the preparation, execution and registration of such deeds shall be exclusively borne by the PURCHASER or his nominees and customers without any reference to the VENDORS and the CONFIRMING PARTY.

In case any proposed housing society or any other legal entity is formed and duly registered with the Asst. Registrar of Co-op. Societies, South Zone, Aquem, Margao, the VENDORS and CONFIRMING PARTY for whom the said premises detailed in SCHEDULES "B" and "C" hereunder are going to be constructed and allotted or their nominees/transferees, shall become members of such society or body and sign all papers, applications and other documents and make all contributions, including the proportionate registration fees or stamp duty towards the conveyance in favour of the Housing society.

e) Consequent upon receipt of all the said consideration, the VENDORS and the CONFIRMING PARTY shall have no right, title or interest in the said property, except the said four row villas i.e. said premises detailed in SCHEDULES "B" and "C" hereunder and proportionate share in the land corresponding to the said four row villas and all common amenities including swimming pool and club house. It is also declared that the CONFIRMING PARTY shall have no right, title or interest in the said property, except the said row villas detailed in SCHEDULE "C" hereunder along with

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proportionate share in the land reserved for them and all common amenities including swimming pool and club house.

f) If during the construction of proposed building complex and thereafter, the floor area ratio applicable to the said property increases or decreases, the PURCHASER shall be entitled for such benefits or to suffer for decrease in FAR.

g) Consequent to the possession of the said four row villas to be delivered to the VENDORS and the CONFIRMING PARTY are delivered to them and execution of Deed of Transfer/Deed of Exchange in favour of the VENDORS / CONFIRMING PARTY or their nominees or deemed purchasers of any Row Villa or all Row Villas of the SAID PREMISES, the VENDORS and the CONFIRMING PARTY or their nominees/transferees shall be the absolute owners of the said row villas allotted to them along with the proportionate share in the said property and shall have absolute authority to sell, transfer, assign, allot, grant or convey the said row villas or any part thereof to any person, firm, individual or Institution of their choice without the intervention and consent of the PURCHASER. The PURCHASER shall execute and confirm all such necessary documents for transfer of effective title of said four row villas i.e. said premises in favour of the VENDORS/ CONFIRMING PARTY or any other person / party as suggested by VENDORS / CONFIRMING PARTY.

h) Upon the delivery of the possession of the said four row villas to the VENDORS and the CONFIRMING PARTY or

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their nominees/transferees, the VENDORS and the CONFIRMING PARTY or their nominees/transferees shall pay only the actual house tax as levied by the authority and proportionate electricity charge of actual in respect of the said four row villas retained by them and corresponding maintenance charges.

5. The PURCHASER shall co-operate with the VENDORS and THE CONFIRMING PARTY in getting transferred the electricity, house tax in respect of the said row villas transferred in their respective names in the records of the Electricity Department and Village Panchayat and vice versa.

6. It is agreed by the parties to this agreement that they shall be entitled for specific performance of this agreement under the Specific Relief Act in case any of the party to this agreement fails to comply with the terms and conditions of this agreement.

7. Either parties agreed and undertakes to co-operate with each other for giving effect to the terms of the present agreement and do all such acts, deeds and things as may be necessary for compliance thereof.

8. The proposed building complex in the said property shall be named as "HAVEN VILLAS" as per the mutual consent of the VENDORS and the PURCHASER.

9. That in case the PURCHASER delays the completion of the said four row villas i.e. said premises to be allotted to the VENDORS and the CONFIRMING PARTY and the said possession of the said four row villas are not delivered

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within the stipulated time as mentioned in clause 3 h) hereinabove to the VENDORS and the CONFIRMING PARTY than in such event PURCHASER shall be liable to pay compensation at the rate of Rs.5,000/- (Rs. Five thousand only) per month for each row villa to the VENDORS and the CONFIRMING PARTY for such delayed period and same is without prejudice to the rights of the VENDORS and the CONFIRMING PARTY to seek specific performance of this agreement.

10. The VENDORS and the CONFIRMING PARTY do hereby further covenant with the PURCHASER as under:

- a) The VENDORS and the CONFIRMING PARTY have now handed over the possession of the said property to the PURCHASER.
- b) The VENDORS and the CONFIRMING PARTY further covenant with the PURCHASER that if for any defect in the title of the VENDORS, the PURCHASER is deprived in developing the said property or constructing in the said plot or any part thereof the VENDORS and the CONFIRMING PARTY shall indemnify the PURCHASER fully and adequately.
- c) Notwithstanding anything stated hereinabove, in the event the development /construction work has to be discontinued or stopped or abandoned or in the event the PURCHASER is restrained from holding, possession, enjoying and disposing any built up area in the said property due to the defect in the title to the said property or any act of commission and omission attributable to the VENDORS and the CONFIRMING

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PARTY or any person acting on their behalf or any orders passed by the courts restraining the PURCHASER from carrying out any construction activity in the said property due to the defect in the title, the PURCHASER shall be entitled to give notice to the VENDORS and the CONFIRMING PARTY requesting them to clear such acts of commission or omission or to rectify the defects in the title or to get the orders preferred herein vacated that may be pointed out in the notice which would be pertaining to the title of the SAID PROPERTY, the PURCHASER shall not be obliged to hand over the said row villas to the VENDORS and the CONFIRMING PARTY which are to be allotted to them as per this Agreement and further the VENDORS and the CONFIRMING PARTY agree to indemnify the PURCHASER to the extent of the loss suffered by him due to defect in title.

- d) Consequent upon receipt of said consideration in full and upon completion and delivering the possession to the VENDORS and the CONFIRMING PARTY on the ownership basis the said row villa complete in all respect which includes electrical, water, tiling, painting, windows, doors and all other such fittings as mentioned in the specifications herein below, along with occupancy certificate to be constructed on the said property on or before expiry of stipulated period of 30 (thirty) months, the VENDORS and the CONFIRMING PARTY shall have no right, title or interest in the said property except the proportionate undivided share of the said property corresponding to the said four row villas i.e. said

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premises to be constructed and allotted to them as per this Agreement and common amenities.

11. All expenses towards the draft, execution and registration of present Agreement and final Deed of Sale 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.
12. The PURCHASER shall be free to assign his rights and interest created under this Agreement to any other person/s subject to compliance of all obligations to the VENDORS and the CONFIRMING PARTY and subject to confirmation from the VENDORS and CONFIRMING PARTY without any liability to the VENDORS and CONFIRMING PARTY.
13. All parties agree and undertake to co-operate with each other for giving effect to the terms of the present agreement and do all such acts, deeds and things as may be necessary for compliance thereof.
14. The VENDORS and the CONFIRMING PARTY and PURCHASER shall cooperate with each other in complying with all the statutory enactments regulating land Development and Building Construction including the Real Estate (Regulation and Development) Act, 2016 and the rules and Regulations formed thereunder by the Government of Goa.



15. The VENDORS, CONFIRMING PARTY and the PURCHASER shall cooperate with each other to form a Housing Society /Maintenance Society or any Legal entity as prescribed by the law in force in order to protect preserve and maintain the building complex. The VENDORS and the CONFIRMING PARTY and the PURCHASER hereby undertake to maintain the buildings complex and its all infrastructure and pay all their monthly contributions to the society or legal entity with utmost diligence and duty and without any delay.
16. The VENDORS and the CONFIRMING PARTY do hereby declare that they having delivered to the PURCHASER, the possession of the said property described in **SCHEDULE-A** hereunder, and the **PURCHASER** acknowledges to have received such possession from them.
17. It is clearly understood that ~~the~~ **PURCHASER** will have an absolute right to develop the land and construct various premises with an intention to sell these premises to third parties of his choice. ~~The~~ **PURCHASER** may, at any time hereafter, enter into agreement with parties of his choice for sale of these premises/ Row villas to be constructed in the said property except the said Row Villas to be constructed and allotted to the VENDORS and the CONFIRMING PARTY. The PURCHASER shall have an absolute right to enter into any third party commitments in respect of all the remaining premises constructed in the said property, except the said 4 (four) row villas to be

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constructed and allotted to the VENDORS and the CONFIRMING PARTY as per this Agreement. The third parties who enter into agreements with the PURCHASER in pursuance of this Agreement shall also be entitled to raise finance from any financial institution/s for the purpose of purchasing the premises, which are proposed to be constructed in the said property, without any reference or liability to the VENDORS and the CONFIRMING PARTY.

SCHEDULE "A"

(Description of the said property)

All that property surveyed under No.224/1-A of Carmona village of Salcete Taluka, admeasuring 2755 (two thousand seven hundred fifty five) sq. metres, being Plot No.4 of the property known as VISSOVEM or VISOVEA KIRBHAT, fifth, seventh and eighth lots, situated at Carmona, within the area of Village Panchayat of Carmona, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete, namely fifth lot under No.20033 at page 119 overleaf and page 120 of Book B No.51 of New Series, seventh lot under No.20034 at page 119 overleaf and page 120 of Book B No.51 of New Series and eighth lot under No.20544 at pages 179 overleaf of Book B No.52 of New series and all lots also forms parts of the property described in the Land Registration Office of Salcete under No.10266 of Book B 39 of Old Series and forms part of the property enrolled in the Land Revenue Office of Salcete under Matriz Nos.83 and 2084 and bounded on the east by six

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metres wide internal road, on the west by property surveyed under No.220/4 of Carmona village and on the north and south by property surveyed under No.224/1.

(Description of said premises)

SCHEDULE "B"

(Description of said premises)

(Description of the Row Villas Nos.1 and 5 to be allotted and constructed for the VENDORS towards the part of the consideration)

ALL THAT Row Villas Nos.1 and 5 in proposed complex "HAVEN VILLAS" to be constructed in the said property described in the SCHEDULE "A" above and each Row Villa having built up area of 150 (one hundred and fifty) sq.mts each, shown in the plan annexed hereto and bounded as follows:

Row Villa No.1 is bounded on the east by set back, on the west by Row Villa No.2, on the north by set back and on the south by set back and reserved road.

Row Villa No.5 is bounded on the east by Row Villa No.4, on the west by Row Villa No.6, on the north by set back and on the south by set back and reserved road.

SCHEDULE "C"

(Description of the Row Villas Nos.4 and 8 to be allotted and constructed for the CONFIRMING PARTY towards the part of the consideration)

ALL THAT Row Villas Nos.4 and 8 in proposed complex "HAVEN VILLAS" to be constructed in the said property described in

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the SCHEDULE "A" above and each Row Villa having built up area of 150 (one hundred and fifty) sq.mts each, shown in the plan annexed hereto and bounded as follows:

Row Villa No.4 is bounded on the east by Row Villa No.3, on the west by Row Villa No.5, on the north by set back and on the south by set back and reserved road.

Row Villa No.8 is bounded on the east by Row Villa No.7, on the west by Row Villa No.9, on the north by set back and on the south by set back and reserved road.

SCHEDULE "D"

SPECIFICATIONS

STRUCTURES:

The said Row Villa shall have R.C.C framed structure of columns, beams and slabs as per approved design of competent Authority. The Top slab shall be waterproofed through a recognized waterproofing company or covered with Mangalore tiles of sloping. The Internal partition walls will be brick masonry and the external walls will be brick/laterite masonry.

Flooring:

The flooring will be of vitrified Tiles or equivalent, (The Colour, size brand choice will depend on the availability of the tiles two months prior to tiling). Toilet Dado (full height) and floor will have coloured ceramic tiles or equivalent (The Colour, size brand choice will depend on the availability of the tiles two months prior to tiling).

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DOORS and WINDOWS:

The main entrance door will be of Teak Wood frames and attractive decorative Panel of Teak wood. All other doors will have teak wood frames or equivalent and flush doors with both side teak veneers. Bath and toilet shall have fibro tech shutters. Window and shutters will be of powder coated aluminium sliding glazed windows. The Doors and Windows will have brass hinges and aluminium fittings. The Main door will have a night latch.

KITCHEN :

The Kitchen will have cooking platform with granite top and stainless steel sink with drain board. Ceramic Tiles or equivalent lining 60 cms. above the Platform will be provided. Exhaust fan provision shall be made in the Kitchen. Provision for Electronic Water Purification System to be made.

INTERNAL DECOR:

The Walls and ceilings will be painted with emulsion paint.


EXTERNAL DECOR:

External wall be painted with cement based paint.

WATER SUPPLY:

There will be one overhead tank. The Said Row Villa will be provided with separate Water Meter This will be connected to Government Water Supply Lines. Individual underground sump with a provision for electric pump.

[Handwritten signatures and initials]






PLUMBING AND SANITARY :


Soil, waste and water pipes will be partially concealed. White glazed European WC units will be provided with flushing system. The Sanitary Installations will be in accordance with Local Administration Specification. One Shower and one wash Basin will be provided in each toilet. Hot and cold mixer unit will be provide for all bathrooms. The Sanitary Fittings shall be chromium Platted of Aqua Plus or Jaguar or Marc make or equivalent. Provision for washing machine in utility

ELECTRICITY SUPPLY & WIRING:

Wiring will be concealed and suitable for three phase supply and flush mounted plate switches. The Said Row Villa will be provided with separate Electricity Meter .The electric wiring will be concealed copper wiring of PVC Insulation of premium brand with modular electrical switches. Two way electrical switches for fan and light in bedrooms. In the Living/dining room four light points, two fan points and three plug points will be provided. The Bedroom will have two light points, one fan point and one plug point. Kitchen will have one light point, One 15 Amp and One 5 amp point. Toilets will have one light point each. One bell point will be provided. Provision of AC and Backup Inverter to the said Row Villa shall be made. Telephone/TV points in all bedrooms/Living Room. Modular switches for all rooms.

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.




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SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED VENDORS:

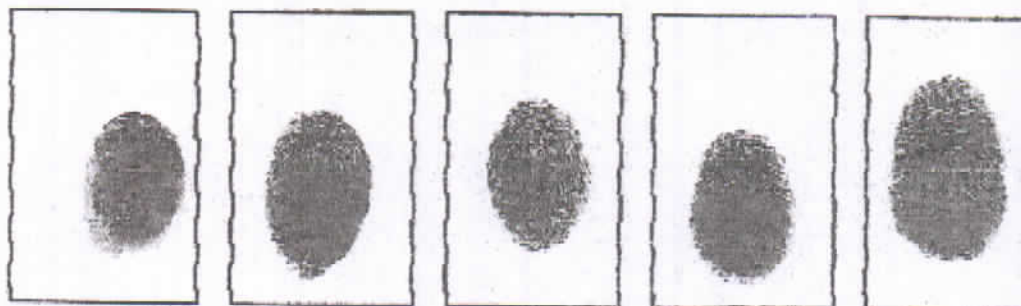
_____ *Bp*



BOSCO FERNANDES alias BOSCO
WILFRED FERNANDES



Right Hand Finger Prints



Left Hand Finger Prints

deg *f* *Bp* *Ndes* *JD* *lth*



Hdes

MERLYN FERNANDES



Right Hand Finger Prints



Left Hand Finger Prints

deg *#* *BT* *Hdes* *HD* *Ath*

SIGNED, SEALED AND DELIVERED
BY THE WITHINAMED PURCHASER:

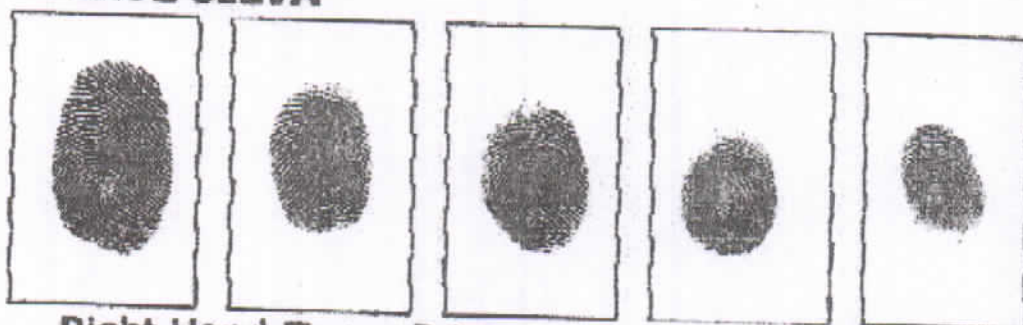


~~PA~~

~~PA~~



CRUZ SILVA



Right Hand Finger Prints



Left Hand Finger Prints

~~PA~~ ~~PA~~ ~~PA~~ ~~PA~~ ~~PA~~ ~~PA~~

SIGNED, SEALED AND DELIVERED
BY THE WITHINAMED CONFIRMING PARTIES:

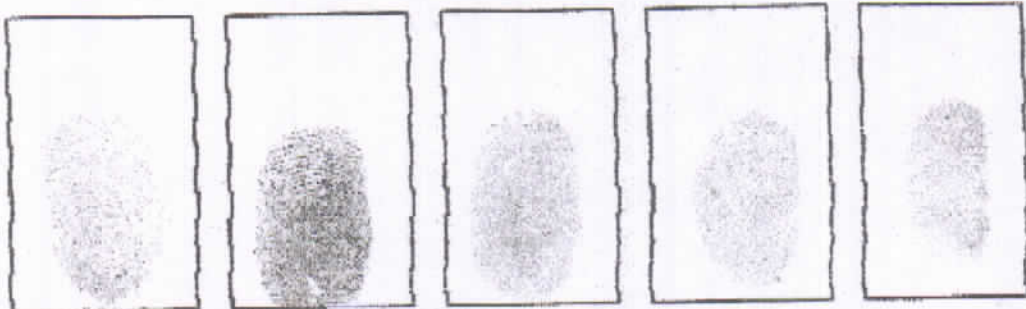


Sequeira

Sequeira



MR. JOAQUIM ANTONIO SEQUEIRA, Partner
TRINITY ESTATES AND DEVELOPERS



Right Hand Finger Prints



Left Hand Finger Prints

Sequeira *R* *Sequeira* *ndes* *Sequeira* *P. Sequeira*

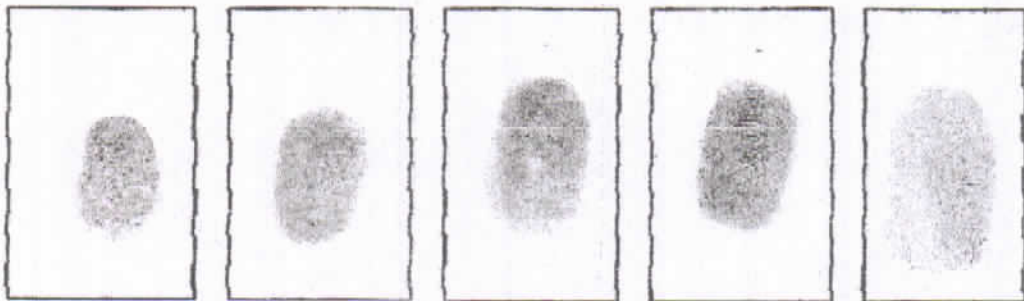


Fernandes

MRS. RASHMI LEENA FERNANDES,
Partner, TRINITY ESTATES AND DEVELOPERS



Right Hand Finger Prints



Left Hand Finger Prints

Key *R* *SP* *ndes* *AD* *PA*



Handwritten signature/initials above the portrait.



Handwritten signature/initials below the portrait.

MRS. WILMA JULIANA FURTADO,
Partner, TRINITY ESTATES AND DEVELOPERS



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Left Hand Finger Prints

Handwritten signatures and initials below the fingerprints.



WITNESSES:

1. Cardozo

Name: Mrs. Annet Cardozo
Address: H.NO. 951/A Colheavoddo Assolma
Salcete Goa.

2. Alto

Name: Mr. Asmacao Fernandes
Address: H.NO. 1487 Botton Velim
Salcete Goa.

Alto A Alto Alto Alto Alto

MEDICAL OFFICER
Primary Health Centre
Chinchinim



EXPANSION JOINT:
AFTER 30.00 M

PROPOSED
COMPOUND WALL.
ALL GARBAGE BINS ON
THE REAR SIDE

ALL SLIPPS WILL BE
BELOW THE CARPARCH

S9, NO 27D/4

PROPOSED
COMPOUND WALL

PROPOSED
SWIMMING POOL

PROPOSED
COMPOUND WALL

SRJNO.224N

EXPANSION JOINT
AFTER 30.00 M

**'PREPARED
CONSTRUCTION'**

**PROPOSED 4,
WIDE ROA**

BR:ND 2241

GARBAGE DISPOSAL BIN

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SITE PLAN

SCALE = 1:500

Page No.



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 18-Oct-2019 11:10:55 am

Document Serial Number :- 2019-MGO-3072

Presented at 11:10:00 am on 18-Oct-2019 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Salcete along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	522000
2	Registration Fee	630000
3	Processing Fee	740
Total		1152740

Stamp Duty Required : 522000









Stamp Duty Paid : 522000

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Cruz Silva ,S/o - D/o Martinho Silva Age: 49, Marital Status: Married ,Gender:Male,Occupation: Engineer, Address1 - Hno 334F VazWaddo Po Velim Ambellm Salcete Goa, Address2 - , PAN No.:			





Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Cruz Silva ,S/o - D/o Martinho Silva Age: 49, Marital Status: Married ,Gender:Male,Occupation: Engineer, Address1 - Hno 334F VazWaddo Po Velim Ambellm Salcete Goa, Address2 - , PAN No.:			
2	Bosco Fernandes Alias Bosco Wilfred Fernandes ,S/o - D/o Leopoldo J W Fernandes Age: 43, Marital Status: Married ,Gender:Male,Occupation: Service, Address1 - Hno 208 Varca Salcete Goa, Address2 - , PAN No.:			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	Merlyn Fernandes ,S/o - D/o Diago Dias Age: 37, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - Hno 208 Varoa Salcete Goa, Address2 - , PAN No.:			<i>Holes</i>
4	Joaoquin Antonio Sequeira ,S/o - D/o Domingos Sequeira Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - S-1 Chandan Building Erasmo Carvalho Street Margao Salcete Goa, Address2 - Margao Salcete Goa, PAN No.:			<i>Sequeira</i>
5	Rashmi Leena Fernandes ,S/o - D/o Tolentino Martins Age: 47, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - S-1 Chandan Building Erasmo Carvalho Streets Margao Goa, Address2 - Margao Salcete Goa, PAN No.:			<i>Ramandes</i>
6	Wilma Juliana Furtado ,S/o - D/o Hilary Francisco Pereira Age: 42, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - S-1 Chandan Building Erasmo Carvalho Street Margao Salcete Goa, Address2 - Margao Salcete Goa, PAN No.:			<i>Wilma</i>

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, Confirming Party,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Annet Cardozo, 34 , , , ,Housewife , Marital status : Married 403701, Hno 951A COLleawaddo Assolna Salcete Goa, Hno 951A COLleawaddo Assolna Salcete Goa Assolna, Salcete, SouthGoa, Goa			<i>Cardozo</i>
2	Asmacao Fernandes, 39 , , , ,Service , Marital status : Married 403723, Hno 1487 Battar Velim Salcete Goa, Hno 1487 Battar Velim Salcete Goa Velim, Salcete, SouthGoa, Goa			<i>Asmacao</i>

Jenali
 10/18/19
 Sub Registrar
 CIVIL ENGINEER
 - CIVIL -
 - REGISTRAR -
 SALCETE

Document Serial No:-2019-MGO-3072

Book :- 1 Document

Registration Number :- **MGO-1-2974-2019**

Date : 18-Oct-2019

Janak 10/10/19
Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Salcete)

REG. NO. 10/10/19
- CUM -
REG. NO. 10/10/19
SALCETE