

1489
14/11

(Rupees One Lakh Only)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.1 & 1A, SAPANA TERRACES C.A.S.L.
SANTAMARTA PATH, VASCO-DA-GAMA,
GOA - 403 002
0-5/STP(V)/C.R./25/03/2011-80

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R.0100000/- PB7122
INDIA STAMP DUTY GOA

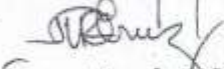
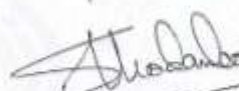
Name of Purchaser: JOSEPH PLACIDO
ROSSARIO D'CRUZ

FOR CITIZEN CREDIT
CO-OP BANK LTD

AUTHORISED SIGNATORY

Serial No. 1454
Presented at the Office of the
Sub-Registrar of Vasco da Gama
between the hours of 12 noon to 26/10/2012

Received fees for Rs.	Rs.
Registration	100-00
Copying of deed 60	90-00
Copying and/or stamps	100-00
Postage	
Total Rs.	200-00


Joseph P.R. D'Cruz

SUB-REGISTRAR
MOTIMBAO


SUB-REGISTRAR

AGREEMENT FOR SALE

This Agreement is made and entered on this 25th day of
October, 2012 at Vasco da Gama, Goa

BY AND BETWEEN

S. Quadros

 S. Quadros

1. MRS. SHARMILA QUADROS, wife of Mr. Ernesto D' Cunha, aged about 38 years, businesswoman, married, PAN Card No. AAFPQ2052B and her husband 1A. MR. ERNESTO D'CUNHA, son of Shri Jose Santan D'Cunha, aged about 43 years, businessman, Pan Card No. AJSPC7457F both Indian Nationals and residents of St. Andrew Residency, Opp. K.T.C. Bus stand, Vasco da Gama, Goa-403 802 hereinafter jointly referred to as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators, successors and assigns) of the ONE PART;

2. MR. JOSEPH D'CRUZ, son of Shri Jacob Satana D'Cruz, proprietor of 'Shalom Developers', aged about 50 years, businessman, Pan Card No. ABSPJ8690G, having his office at 204, 2nd Floor, Royal Plaza, Vasco da Gama, Goa hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, successors and assigns) of the OTHER PART.

All the parties are Indian Nationals.

WHEREAS the OWNERS are the owners-in-possession of the ALL THAT piece and parcel of the plot carved out admeasuring an area of 1098.00 (One Thousand Ninety Eight) square metres without cul-de-sac of the land surveyed under Chalta No. 19 of P.T. Sheet No. 122 of Vasco City situated at Maimollem, Vasco da Gama, within limits of Mormugao Municipal Council, Taluka and Sub-District of Mormugao, District of South Goa, State of Goa situated at Maimollem,



S. Quadros



Vasco da Gama, within limits of Mormugao Municipal Council, Taluka and Sub-District of Mormugao, District of South Goa, State of Goa described in the Land Registration Office of the Judicial Division of Salcete under Nos. 20209, 20187 and 20270 of Book B-52, new and also properties 'Maimolem' and 'Maimolem 2nd parcel' described respectively under No. 3273 in Book B-14, old and No. 4305 of Book B-11, new and another properties 'Maimolem' or 'Carreira of coconut trees Maimolem' and 'Meio Mucundalem' or 'Mulunundelem' described respectively under No. 1830, 1831 and 1813 of Book B-9 old and another property 'Maimolem' described under No. 11204 of Book B-29, new and enrolled in the land revenue records under Nos. 667, 760, 761, 770, 722 and 776 in the revenue office of Mormugao which is more particularly described in SCHEDULE- I written hereunder and better shown delineated in red colour boundary line in the plan annexed hereto and hereinafter referred to as the 'SAID PLOT'.



AND WHEREAS Inter alia the SAID PLOT originally belonged to the joint family or to Sociedade Familiar do Dempo and by virtue of Deed of Dissolution dated 06.05.1967 registered before the Notary Dr. Fernando Jorge Colaco in his Book No. 590 at pages 77 reverse the same got vested in the family members comprising Sociedade Familiar do Dempo namely Shri Srinivassa Voicunta Sinai Dempo, Vitola Vishnum Sinai Dempo, VencTexa Srinivassa Sinai Dempo, Voicunta Srinivassa Sinai Dempo and Loximinarina Votola Sinai Dempo along with their respective spouses.

AND WHEREAS the aforesaid co-owners have promoted a private limited company incorporated under the Indian

S. Anandros

Companies Act 1956 under the name of Dempo Properties And Investment Private Limited and accordingly assigned their rights vide Deed of Assignment 06.05.1967 registered in the office of the Sub-Registrar of Ilhas under No.569 at pages 132 to 165 Book No. I Volume 26 dated 08.06.1967 and inter alia the SAID PLOT accordingly dwelled unto and in favour of Dempo Properties and Investment Private Limited.

AND WHEREAS the aforesaid Dempo Properties and Investment Private Limited vide Indenture dated 22.03.1973 registered in the Office of the Sub-Registrar of Ilhas under No. 101 at pages 48 to 69 of Book No. 1 Volume 125 dated 22.02.1978 transferred and assured inter alia the said plot unto and in favour of Zuari Real Estate Company Private Limited.



AND WHEREAS as per the Order passed by the Hon'ble High Court of Bombay at Panaji on 19.10.2001 bearing Company Petition No. 16-Z/2001 Connected with Company Application No. 31-Z-2001 under the scheme of Amalgamation sanctioned the two hundred percent subsidiary companies of the aforesaid M/s. Dempo Properties and Investment Company Private Limited namely M/s Zuari Real Estate Company Private Limited and M/s Siridao Estate Private Limited have been amalgamated with Dempo Properties and Investment Company Private Limited by virtue of which all the assets and liabilities of the subsidiary companies stands transferred and vested with M/s Dempo Properties and Investment Company Private Limited.

S. Quadras

AND WHEREAS the said owner, M/s Dempo Properties & Investments Pvt. Ltd., (Pan No. AAACD7443B) sold, assigned and conveyed the SAID PLOT unto and in favour of the female OWNERS vide deed of Sale dated 31.03.2011 registered in the Office of the Sub-Registrar of Mormugao under No. 811 at pages 229 to 255 of Book No. 1 Volume 1275 dated 10.06.2011 and vide Deed of Rectification dated 17.10.2011 registered in the Office of the Sub Registrar of Mormugao under No. 1482 at pages 239 to 250 of Book No. I Volume 1328 dated 04.11.2011 thus the OWNERS are the sole, exclusive and absolute owners of the SAID PLOT

AND WHEREAS the PURCHASER after having verified the title, marketability, relevant documents of the SAID PLOT, the position of the SAID PLOT at loco and after having satisfied have agreed to purchase the SAID PLOT strictly on 'as is where is' basis.

AND WHEREAS accordingly the OWNERS have agreed to sell, transfer, assign and convey the SAID PLOT and the PURCHASER has agreed to purchase the same on 'as is where is' basis for the total consideration of Rs. 1,00,00,000/- (Rupees One Crore only) and accordingly the parties have agreed to enter into this agreement in writing.

NOW THEREFORE THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The OWNERS agree to sell, transfer and assign ALL THAT the SAID PLOT strictly on 'as is where is' basis, which is better



S. Cuadros

shown delineated in red boundary line in the plan annexed hereto and more particularly described in SCHEDULE - I hereunder written absolutely and forever unto and in favour of the PURCHASER for the total price consideration of Rs. 1,00,00,000/- (Rupees One Crore only) which shall be paid as under:

- i. Rs. 15,00,000/- (Rupees Fifteen Lakhs only) paid before signing this agreement
- ii. Rs. 85,00,000/- (Rupees Eighty Five Lakh only) which shall be paid in entirety strictly on or before twelve months with maximum extension of three months from the date of signing this Agreement that is by 24.01.2014 under any circumstances, which shall be paid as under:
 - a. Minimum amount of Rs. 2,50,000/- (Rupee Two Lakh Fifty Thousand Only) shall be positively and compulsorily paid strictly on or before 20th of every month without fail.
 - b. An amount of 40 (Forty) per cent from each and every sale of constructed units shall be received directly by the OWNERS till the entire receipts adds upto total of Rs. 85,00,000/-. It has been expressly agreed that the amount of Rs. 2,50,000/- shall be paid compulsorily and positively every month as per clause (a) above and in case the amount received being proceeds out of 40 % from the sale as envisaged under this clause for the particular month, than the PURCHASER may not pay the said amount of Rs. 2,50,000/- for the particular month.



S. Cuadras

2. The time of the payment of the aforesaid monetary consideration as appearing in clause (1) above shall be the absolute essence of this agreement including the monthly payment of Rs. 2,50,000/-. In case the entire receipts under clause ii(a) and ii(b) do not add upto total amount of Rs. 85,00,000/- on or before 24.01.2014, the entire balance amount so as to reach the total amount of Rs. 85,00,000/- shall be immediately and forthwith becomes due and payable, failing which besides the absolute right of the OWNERS to claim interest thereon calculated @ 18 per cent at monthly rests from the date of this agreement with additional compensation of Rs. 2,000/- per day from 24.01.2014, the OWNERS shall also have additional option to immediately cancel and terminate this agreement and take over the entire project with all the materials, constructions without any liability and/or obligation. The right to cancel/terminate this agreement by the OWNERS shall also accrue forthwith to the OWNERS, even upon the PURCHASER failing to pay the monthly payment of Rs. 2,50,000/- on or before 20th of every month for any reasons whatsoever as stipulated in clause 1(ii)(a) above.

3. The OWNERS hereby grant express permission to the PURCHASER to commence development activities in the SAID PLOT as a whole including surveys, boundary perfection, layout of internal roads, amalgamation, sub-division, permission, licence etc. from the concerned authorities without any interference, objection of any nature whatsoever from the OWNERS till 24.01.2014 under the aforesaid terms.




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4. The PURCHASER is free to enter into an agreement of sale of units or undivided share of the SAID PLOT with the prospective purchasers/buyers of units/undivided portions but however it is specifically and expressly agreed herein that the OWNERS shall also be the confirming party to each and every sale of constructed units in the SAID PLOT and receive proportionate 40 (forty) per cent of each and every installments till such time the OWNERS receive in total a sum of Rs. 85,00,000/- on or before 24.01.2014.

5. Upon the receipt of the entire balance price consideration of Rs. 85,00,000/- strictly on or before 24.01.2014. as aforesaid, the OWNERS shall be compulsorily bound to empower and clothe the PURCHASER or his assignee/nominee to sell, transfer, assign and convey the SAID PLOT alongwith all the constructed units therein without any further claim, demand from the OWNERS or any one representing them. It has been expressly agreed that inspite of the OWNERS receiving the entire balance price consideration of Rs. 85,00,000/- before 24.01.2014, the OWNERS fails to clothe, empower the PURCHASER without any further claim or sign, execute such documents as the PURCHASER may require, than the OWNERS shall be bound to pay interest on the said amount of Rs. 1,00,00,000/- calculated at 18% from the date of thl agreement besides the right to claim compensation of Rs. 2,000/- per day of such delay.

6. The OWNERS hereby expressly permits the PURCHASER to undertake, develop and construct of units/buildings in the SAID PLOT at the entire risk, cost, responsibility, liability and expense of the PURCHASER and further has no objection for



S. Anandras

the PURCHASER to agree to sell such constructions/units with proportionate land rights thereto to such purchasers/buyers alongwith the OWNERS a confirming party and the OWNERS shall not in any way interfere or obstruct or hinder the construction therein or any part of the development/building therein.

7. The name of the proposed project to be undertaken in the SAID PLOT shall be 'SHALOM LAKE VIEW'.

8. The OWNERS shall and will from time to time and at all times hereafter at the request of the PURCHASER shall sign, execute and deliver all such further and other lawful and reasonable acts, deeds, things, matters and assurances in law whatsoever for further and more perfectly and absolutely granting and assuring of the OWNERS right, title, interest in the SAID PLOT unto and in favour of the PURCHASER subject to the PURCHASER fulfilling the terms of payment of the aforestated consideration.

9. At any time after signing of the present agreement, the OWNERS shall make, sign and execute such applications, petitions, documents, letters and declarations as are required by the PURCHASER and hereby authorise, empower the PURCHASER to sign on behalf of and to represent the OWNERS for the purpose of signing, executing and submitting all applications, drawings, plans and all such other documents that may be necessary to be signed or executed before for the concerned authorities for the purpose of constructions, development including obtaining and renewing permissions, licenses of constructions, NOC's and statutory approvals and



S. Cuadras



certificates from the concerned authorities such as Municipal Council, Planning & Development Authority, Health Office, Dy. Collector or Addl. Collector etc. of the SAID PLOT but however the entire cost and expenses of all such applications, documents, petitions and declarations and building plans, licenses, architect, Engineer's fees shall be borne and paid exclusively by the PURCHASER without any cost, risk, liability and/or obligation towards the OWNERS.

10. The OWNERS shall fully co-operate with the PURCHASER to obtain necessary water, sewage and electricity connections as also occupancy/completion certificate to the construction/development undertaken in the SAID PLOT.

11. The PURCHASER hereby indemnify and keep the OWNERS indemnified of and/or against ALL THAT claims, liability, loss, damage, obligations, cost, expenses etc. in respect of any injury or accident to artisan/workman or any other persons in/upon the SAID PLOT whether in employment or not, as under no circumstances this agreement shall constitute of any such relationship so as to constitute any such liability or obligation towards the OWNERS. It has been specifically and expressly agreed herein that the sale of the SAID PLOT unto the PURCHASER strictly has been made on 'as is where is' basis without any further obligation, liability, responsibility of the OWNERS in any manner whatsoever and it shall be the entire duty, liability, obligation and responsibility of the PURCHASER at his own cost, risk and expense to undertake such development and/or construction thereon.




S. Anandras

12. The PURCHASER shall be free to agree to sell any or all the units, constructions etc. to be constructed in the SAID PLOT to any person/s or party/parties of the PURCHASER's own choice wherein the OWNERS shall also be the signatories as confirming party with right to receive 40 (Forty) per cent of proportionate receipts from each and every such sale till the OWNERS receive the entire price consideration within the time stipulated hereinabove and thereafter the OWNERS shall be bound to sign, execute any such documents and the PURCHASER has absolute right to appropriate the entire sale proceeds for himself and the OWNERS shall have no objection whatsoever for the PURCHASER to enter into any type of agreement/s with person or persons of his own choice for the sale or disposal of such constructed units thereon or the undivided share in the SAID PLOT without any reference to the OWNERS thereafter and also without any further obligation, liability, cost or charges to the OWNERS. Further it has been expressly agreed between the parties that till such time the OWNERS does not receive the entire price consideration on or before the time stipulated above, the OWNERS shall not sign, execute any final sale/conveyance deed of the SAID PLOT or the constructed unit therein

13. All notices to be served on the PURCHASER and the OWNERS shall be deemed to have been duly served if sent at their respective addresses mentioned above by Registered Post A.D. and the parties shall intimate the changes, if any of the respective parties to the other.

14. If at any time if there is any beneficial change in Floor Area Ratio (F.A.R) in the SAID PLOT till 24.01.2014, then such

  S. Anandras

increase in F.A.R will accrue to the benefit of the PURCHASER alone

15. All disputes which may rise between the parties to this agreement, whether in relation to the interpretation of the clauses and conditions of this agreement and about the performance of these presents or concerning any act of omission of the other party to the disputes or to any act which ought to be done by the parties in disputes or in relation to any matter whatsoever concerning this agreement shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 but however it has been expressly agreed between the parties hereto that in the event the PURCHASER fails to tender/pay the entire price consideration within the time stipulated hereinabove, the right of the OWNERS to cancel and terminate this agreement and demand of interest and compensation shall be out of the reach of arbitration clause as envisaged.

16. The Possession of the SAID PLOT is not delivered & would be done by appropriate documents.

SCHEDULE

ALL THAT piece and parcel of the plot carved out admeasuring an area of 1098.00 (One Thousand Ninety Eight) square metres without cul-de-sac of the land surveyed under Chalta No. 19 of P.T. Sheet No. 122 of Vasco City situated at Maimollem, Vasco da Gama, within limits of Mormugao Municipal Council, Taluka and Sub-District of Mormugao, District of South Goa, State of Goa situated at Maimollem, Vasco da Gama, within limits of Mormugao Municipal Council, Taluka and Sub-District of Mormugao, District of South Goa, State of Goa described in the Land Registration Office of the Judicial Division of Salcete under Nos. 20209, 20187 and 20270 of Book B-52, new and also properties 'Maimollem' and 'Maimollem 2nd parcel' described respectively under No. 3273 in Book B-14, old and No. 4305 of Book B-11, new and another properties 'Maimollem' or 'Carreira of coconut trees



S. Quadros

Maimolem' and 'Meio Mucundalem' or 'Mulunundelem' described respectively under No. 1830, 1831 and 1813 of Book B-9 old and another property 'Maimolem' described under No. 11204 of Book B-29, new and enrolled in the land revenue records under Nos. 667, 760, 761, 770, 722 and 776 in the revenue office of Mormugao which is better shown delineated in red colour boundary line in the plan annexed hereto

On the North: By the property surveyed under Chalta Nos. 32 and 33 of P.T. Sheet No. 122 of Vasco City

On the South: By the Chalta No. 34 of P.T. Sheet No. 129 of Vasco City

On the East : By 10.00 metres wide road

On the West : By Chalta No. 32 of P.T. Sheet No. 122 of Vasco City

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands and seals to these presents in the presence of two witnesses on the day, year and place first hereinabove written.



S. Anandias

SIGNED, SEALED AND DELIVERED
by the within named OWNERS
MRS. SHARMILA QUADROS



L.H.T.I



LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS

[Signature] *[Signature]* S Quadros



MR. ERNESTO D'CUNHA



L.H.T.I



LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS

5 quadros

SIGNED, SEALED AND DELIVERED
by the within named PURCHASER
MR. JOSEPH D'CRUZ



L.H.T.I



LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS

WITNESSES:-

1. ANTONETA FERNANDES

2. Jagdish

Squadras



GOVERNMENT OF GOA

GOVERNMENT OF GOA

Department of Settlement and Land Records

Directorate of Settlement and Land Records

Office of Survey and Land Records

Office of Inspector of Survey and Land Records

VASCO - GOA

VASCO - GOA

Inward No. 2802



Plan showing plots situated at

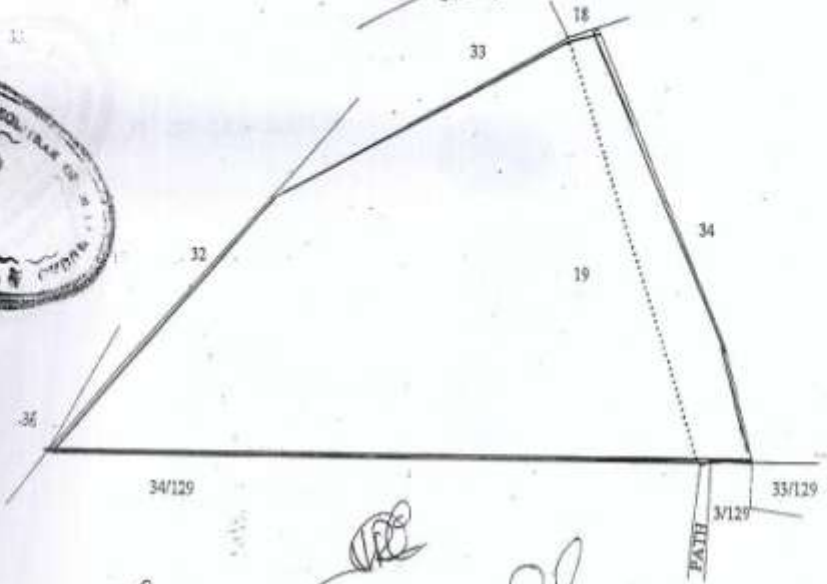
Vasco City

PTS.No.122/Chalta No. 19

Scale 1:500

Registered No. 1489
of page 97 in 115
Book No. 1 Volume No. 1463
Date 15/11/2012

Sub-Registrar



Computer Generated By:-C.S.JALMI
On 07-03-2011

Compared by: 07/03/11

5 Cuadras

Executing party

- 1) Mrs. Shamila Quadros, wife of Ernesto D'cunha, aged 33 businessman, married and her husband.
- 2) Mr. Ernesto D'cunha, s/o Jose Santana D'cunha, aged 43 years, businessman, both resident of Vasco da Gama.
- 3) Mr. Joseph D'cruz, s/o Jacob Santana D'cruz, aged 50 years, businessman, proprietor of Shalom Developers, at Vasco da Gama, Goa.

Executing party -----

admits execution of the so called

Deed of Gift

x = Quadros

x = 

x = 

1 - Mr. Suresh Rao s/o Subba Rao
married, major age, resident
of Mangalore, India

and knows
the above and identifies
him.

x = 
Mangalore, dt 26/10/2012

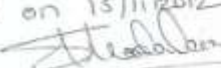
SUB-REGISTRAR
MANGALORE

Registered No. 1489
ff. page 97 to 115
Book No. I Volume No. 1463
Date 15/11/2012


Sub-Registrar



Note of Return:
This document will be returned on 15/11/2012


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