(Rupers: four lakh six thousand Only)

Phone No 9422060077 Sold To/Issued To: Yatin Ulhas Phaldesa For Shom/ID Proof: 930016365106





007-22-2021 14:60:08

₹ 0406000/-

01her 38152481634814748742-00001128 3815248 35/02/04/2021-801

Name of Purchaser YATIN . U. PHALDESSAL

FOR CITIZENCREDIT CO-OP. BANK LTD.

Authorised Signatory





Yetin U. Phaldessal

Box

AGREEMENT FOR SALE AND DEVELOPMENT

...2/-

And glain



This AGREEMENT FOR SALE AND DEVELOPMENT is made at MARGAO, SALCETE, GOA, on this TWENTY-SECOND day of OCTOBER of the Year Two Thousand and Twenty One (22/10/2021),

#### BETWEEN

- Mr. JULIO PEDRO ANDRADE, son of Joaquim Filipe Andrade, aged 62 years, landlord, Holder of Pan No.
   And And HIS WIFE,

Both of them Indian Nationals and resident at House No. 325, Ambaji, Margo, Salcete, Goa, and hereafter called the "OWNERS" (which expression shall unless repugnant to the context include their heirs, assigns and legal representatives) OF THE FIRST PART,

...3/-

Aus parede gravie

#### AND



Mrs. ELAINE RASHA ANDRADE e
 RODRIGUES, daughter of Julio Pedro
 Andrade, aged 36 years, inservice, Holder of
 Pan No and Aadhaar No.

 Ms. URANITA ANDRADE, daughter of Julio Pedro Andrade, aged 30 years, inservice, Holder of Pan No.

No

Both of them Indian Nationals and resident at House No. 325, Ambaji, Margo, Salcete, Goa, and hereafter called the "CONFIRMING PARTY" (which expression shall unless repugnant to the context include their heirs, assigns and legal representatives) OF THE SECOND PART,

#### AND

Mr. YATIN ULHAS PHALDESSAI, son of Ulhas D. Phaldessai, aged 42 years, Engineer, Holder of Pan Card bearing No.

And Indrade Staire

Aadhaar No. resident at House No. S7, Classic Heritage, Behind B.P.S. Club, Pajifond, Margao, Salcete, Goa, hereafter called the "DEVELOPER" (which expression shall unless repugnant to the context include his heirs, assigns and legal representatives) OF THE THIRD PART, AND WITNESSES:-

WHEREAS the OWNERS have represented to the DEVELOPER as under: -

- (a) That at Margao City of Salcete Taluka, there exists two adjoining properties, known as "VIRANCHEMBATA" alias "FATORDICHEM", which are described in the Land Registration Office of Salcete under Nos. 39870 and 39875, both of Book B-103, New Series and which properties are enrolled in the Land Revenue Office under Matriz No.2158, and which came to be jointly surveyed under Chalta No.5 of P.T. sheet No.36 of Margao city, admeasuring as a whole 7277 sq.mts.
- (b) That the said properties stand inscribed (registered) in the name of Joaquim Andrade in the Land Registration records under No.47845

...5/-



of Book G-56, as the same were purchased by him vide Deed of Sale dated 5th June 1961, drawn up in the Notarial Office of the then Interim Notary, Santa Rita Vaz, by his assistant, Narcornim, recorded at folio 33 onwards of Deeds Book No.1131;

- (c) That the said properties came to be surveyed in the Survey records in the name of both Joaquim Andrade and his wife, Mafalda Braganza Sapiencia Cotta Andrade;
- (d) That the said Joaquim Andrade and his wife, Mafalda Braganza Sapiencia Cotta Andrade have sub-divided the said properties into 8 Plots, unequal in area, designated as Plot Nos.1, 2, 3, 4, 5, 6, 7 and 8 and provided with necessary open space and roads as required under the law in force, with due approvals from statutory authorities, including the following:
  - (a) Sanad bearing No.SDO/SAL/CONV-54/98/725, dated 7/4/98, issued by the Sub Divisional Officer and Deputy Collector, Margao,

...6/-

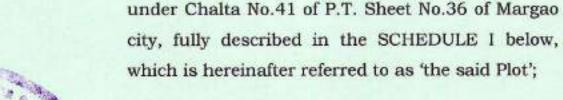
And I shawing



- (b) Development permission bearing Ref. No.SPD/P/3992/934/86-87, dated 29/7/1086, issued by the South Goa Planning and Development Authority, Margao, Goa;
- (e) That vide Deed of Gift dated 2<sup>nd</sup> August 1999, registered in the Office of the Sub-Registrar of Salcete, at Margao, under No.1823 at pages 58 to 89, Book No.I, Volume No.989, dated 3/8/1999, the said Joaquim Andrade and his wife, Mafalda Braganza Sapiencia Cotta Andrade gifted sub-divided Plot No.1 of the said properties, admeasuring 1148 sq.mts. fully described in the SCHEDULE I below, to THE OWNER No.1;
- (f) That THE OWNERS are therefore the absolute and exclusive owners in possession of the said Plot No.1, admeasuring 1148 sq.mts., presently surveyed under Chalta No.41 of P.T. Sheet No.36 of Margao city, fully described in the SCHEDULE I below;

AND WHEREAS THE OWNERS have offered to sell to THE DEVELOPER, the said Plot No.1, admeasuring 1148 sq.mts., presently surveyed

And Indrede Havie



AND WHEREAS THE OWNERS have declared and covenanted unto THE DEVELOPER as follows:-

- (a) That they are in lawful occupation, possession and enjoyment of the said Plot;
- (b) That no person/persons other then themselves are the OWNERS of the said Plot;
- (c) That they have an absolute right to dispose and/or sell the said Plot and/or deal with it in any manner whatsoever.
- (d) That they have a clear and marketable title to the said Plot;
- (e) That there is no legal bar or impediment for this transaction and that the said Plot is free from encumbrances, liens and/or charges.

...8/-

parede glaine



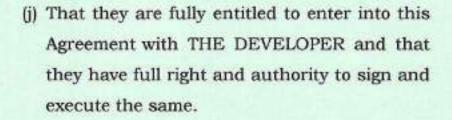


- (f) That no notices from the Central or State

  Governments or any other local body or
  authority under any Municipal Law or under
  any Acts, Schemes, Ordinance, Order or
  Notification including Notices/Proceedings
  for Acquisition/Requisition had/has been
  received by and/or served upon THE
  OWNERS, regarding the said Plot;
- (g) That neither the said Plot nor any part thereof is the subject matter of any attachment or of any certificate or other recovery proceedings under the Income Tax Act or under any other Act, Statue, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- (h) That neither the said Plot or any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.
  - (i) That there is no mundkar or tenant or agricultural tenant or any other type of encumbrance on the said Plot or any part thereof;

...9/-

Mrs gared



- (k) That they have not agreed, committed or contracted or entered into any agreement for sale or lease or any other Agreement with third parties in respect of the said Plot;
- (l) That they have not done any act, deed, matter or thing whereby or by reason whereof, the construction of a PROPOSED BUILDING/S in the said plot may be prevented or affected in any manner whatsoever;

AND WHEREAS THE OWNERS have agreed to sell the said plot to THE DEVELOPER and based on above representation of THE OWNERS, THE DEVELOPER has agreed to purchase the said Plot, on the terms and conditions hereinafter appearing, which include that pending the execution of the Deed of Sale, with regard to the

...10/-

Alwarde Stavie





said Plot, THE DEVELOPER is permitted to construct therein multi storied building/s, hereinafter referred to as "THE PROPOSED BUILDING/S";

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1. THE OWNERS hereby agree to sell to THE DEVELOPER, and THE DEVELOPER hereby agrees to purchase, the said Plot fully described in the SCHEDULE below, for the consideration as mentioned in Clause 2 below, and pending the execution of the Deed of Sale, THE OWNERS do hereby give THE DEVELOPER the right obtain necessary permissions and to develop the said Plot, by constructing thereon a multi-storied building/s consisting of shops, flats, studios, apartments, garages etc.;
- 2. It is agreed between the Parties hereto that the consideration for the said Sale of the Plot shall be paid/delivered by the DEVELOPER to the OWNERS in the following manner: -

...11/-

And Spare



- (a) Rs.10,00,000/- (Rupees Ten Lakhs Only) with Tax deducted at source paid by the DEVELOPER to the OWNERS vide Cheque bearing No.000487, dated 22/10/2021, drawn on HDFC Bank, and paid to the Income Tax Department, (the receipt whereof the OWNERS do hereby acknowledge and wherefore grant full discharge).
- (b) Rs. 10,00,000/- (Rupees Ten Lakhs Only) after 6 months of obtaining Construction Licence,
- (c) Rs.10,00,000/- (Rupees Ten Lakhs Only) after 12 months of Construction Licence,
- (d) Rs.10,00,000/- (Rupees Ten Lakhs Only) from 18 months of Construction Licence,
- (e) Rs.10,00,000/- (Rupees Ten Lakhs Only) from 24 months of Construction Licence,
- (f) By THE DEVELOPER building and constructing at his costs and expense, for THE OWNERS, in the building THE DEVELOPER plans to construct in the said Plot the below listed premises, hereinafter referred to, for the

...12/-

And Spare



sake of brevity and convenience as "the owner's premises", to be transferred to the OWNERS on ownership basis, upon its completion:-

- (g) One double bed-room Flat on the First Floor of the proposed building, having a super built-up area of 90 sq. mts. (For the purpose of valuation, this premise is valued at Rs.31,00,000/-;
- (h) Two (2) double bed-room Flats on the Fourth Floor of the proposed building, each having a super built-up area of 90 sq. mts. (For the purpose of valuation, these premises are valued at Rs.60,00,000/-;

The **owners premises** shall be as per the specifications as mentioned in the SCHEDULE II below:

3. The possession of the owners premises, duly completed, shall be handed by the DEVELOPER to the OWNERS, within a period of 3 years from the date of issuance of the construction license of building proposed to be constructed in the said Plot by the Margao Municipal Council.

...13/-

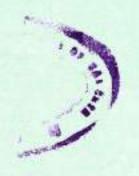
Andred god and



THE DEVELOPER shall be entitled to reasonable extension of time for giving delivery of the owners premises, if the construction of the premises is delayed on account of Non-availability of steel, cement, other building material, War, pandemic, lockdown, armed rebellion or natural calamity due to which construction work could not be undertaken, any notice order, rule, notification of the government and/or or any other public or competent authority and/or any judicial authority, delay on the part of the Government/Statutory Authority in issuing Occupancy certificate and or completion certificate and or releasing water and electricity supply, alterations required in the said premises by THE OWNERS.

- 4. On the obtaining of the Construction Licence to construct in the said Plot, the Parties hereto shall execute an Addendum wherein the premises (owners premises) to be constructed and allotted to THE OWNERS in compliance of Clause 2 above shall be specifically identified as per the approved plans;
- 5. Possession of the said Plot fully described in the SCHEDULE I below is hereby handed over by THE OWNERS to THE DEVELOPER and THE

And Indrede Haire



DEVELOPER is entitled to enter upon the said plot, with full right and authority, commence, carry on and complete development thereof, upto the completion of the proposed building in all respect and THE OWNERS hereby give permission to THE DEVELOPER for such purpose. THE OWNERS do hereby authorize the DEVELOPER to get surveyed the said Plot, to get drawn plans for development of the said Plot, apply for grant of and obtain Development Permission or revision or Planning renewal thereof from the and Development Authority/Town and Country Planning Department, to apply and obtain the Construction Licence or revision or renewal thereof from the Margao Municipal Authority for construction of building project in the said Plot; to apply for and obtain permission for cutting of tree/s, carry out and/or raise building/s therein, apply and obtain temporary water and electricity connections for such construction activity, apply for and obtain all necessary and periodical permissions/ NOCs/approvals etc., apply for and obtain Completion Certificate and Occupancy Certificate, apply for and obtain permanent water and electricity connections, etc, however without any financial obligations on the OWNERS.

Pending the development, THE DEVELOPER shall be at liberty and be entitled to sell and/or

Andrede Have



agree to sell the premises in the proposed building and/or to enter into any package deal or arrangement for allotment of the premises, (except for the OWNERS PREMISES), without making the OWNERS party to such Agreement, at such price and on such terms and conditions as the DEVELOPER may deem fit and shall also be entitled to receive the monies of such sales/allotment of the premises in the proposed building/s;

- 7. On the signing of this Agreement, and considering that part consideration is being paid by the DEVELOPER to the OWNERS, the OWNERS shall execute in favour of the DEVELOPER:
- (a) an Irrevocable Power of Attorney authorizing the DEVELOPER or his agents to carry out various acts for the purpose of obtaining development permission or other permissions, from the necessary statutory authorities, to sign plans, applications, documents etc in that regard;
- (b) an Irrevocable Power of Attorney authorizing the DEVELOPER or his agents to sign and execute Agreement with any prospective purchaser/s as

...16/-

John Stans



stated in Clause No.6 above, so as to enter into firm commitments or agreements with respect to sale of premises in the building proposed to be constructed in the said Plot, other than the owners premises and/or to represent the OWNERS for the purpose of registration of any such Agreements; THE OWNERS shall do all such further acts or execute all such further Power of Attorney/s as required to give THE DEVELOPER full power with respect to the said Plot, and premises to be constructed in the same, other than the owners premises;

- 8. The OWNERS and the DEVELOPER 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 framed there under by the Government of Goa.
- 9. It is expressly agreed and understood that except for the owners premises, THE OWNERS shall not be entitled to any other of the premises in the proposed building in the said property and shall not be entitled to and have no right to and/or claim over monies collected from the sale

...17/-

por grande grand



of the said other premises in the proposed building/s, and the right of THE OWNERS will be limited to the consideration due to them as stipulated in Clause 2 above.

expressly provided 10. It is that THE shall be entitled to charge, DEVELOPER mortgage, encumber or offer as security for any loan, any premises in the proposed building/s (except for THE OWNERS PREMISES) either before or upon completion of construction thereof, provided that THE OWNERS shall in no event be liable in respect of the repayment of such loan. THE OWNERS shall fully co-operate with THE DEVELOPER in the creation of such mortgage, charge or encumbrance including signing all requisite deeds, documents, etc.

11. THE DEVELOPER shall be entitled to issue advertisement in newspapers and in other media in respect of sale of the premises in the proposed buildings and to offer them for sale as also to erect such advertisement boards in or upon the said plot.

...18/-

Just glavie



- 12. THE OWNERS shall, as and when required, by THE DEVELOPER do all such acts, deeds and things as are required, necessary or expedient for the purpose of developing and constructing the proposed building including signing applications for grant/renewals of construction licence and plans, and applications to apply or/obtain water/electricity connection as also change in user of land.
- The development and the construction of the proposed building shall be at the entire cost, expenses and risk and on the entire account of THE DEVELOPER and such shall belong DEVELOPER. exclusively to THE THE DEVELOPER agrees that he will obtain all the requisite permissions and licences and renewals of the same, required to develop/construct the proposed building/s, at his own cost and responsibility. All finances of the proposed building, including of THE OWNERS PREMISES shall be provided for and borne by THE DEVELOPER.
- THE DEVELOPER shall be entitled to enter into separate contracts in his own name with the

Just glavie



builder, labour contractor(s), architects and other technical and other consultants for carrying out the construction of the proposed building without any liability to THE OWNERS.

15. THE OWNERS hereby agree to indemnify and keep indemnified THE DEVELOPER from and/or against all and any losses, damages, costs and expenses, which THE DEVELOPER may be put to, incur and/or sustain, by reason of any claim being made by anybody whomsoever to the said plot or by reason of any defect in title of THE OWNERS to the said plot by reason of the untruthfulness and/or inaccuracy of any representation made herein.

16. In the event any claim being made by anybody whomsoever to the said Plot, or if there is any defect in title of THE OWNERS to the said plot or there is any untruthfulness and/or inaccuracy of any representation made herein above, THE DEVELOPER shall be entitled to be compensated for any loss, in terms of monies spent by THE DEVELOPER on constructing the proposed building and obtaining permission and licence for the same;

...20/-

ghos grande grane



- 17. It shall be the sole responsibility of THE DEVELOPER to deal with and settle any claim of the purchasers of premises in the proposed building at THE DEVELOPERS' costs and expense. However THE OWNERS shall co-operate with THE DEVELOPER fully in the execution of documents to settle such claims.
- 18. THE OWNERS shall sign all papers required to be signed for obtaining all approvals for conversion from the Planning and Development Authority, Deputy Collector, Collector, Panchayat Office and all other Government and Semi-Government offices which THE DEVELOPER may have to approach or to whom he may have to apply in connection with the development of the said land.
- 19. Any delay in the time frame laid down in this agreement, due to any stay obtained against the development works, by a third Party, from the civil court on the ground of contesting the exclusive title of the OWNERS shall be excluded from the time frame.

...21/-

John Spare

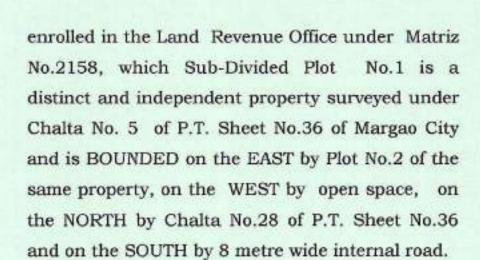


THE OWNERS who are entitled to the 20. OWNERS premises, shall become the members of the Society/Association that is formed in respect of the building/s to be constructed and undertake to co-operate with other owners/purchasers of premises in the building in matters of common interest such as lighting provided to the block, sewage, drainage, external staircase painting of the building and to contribute proportionately towards such maintenance expenses incurred, as per the built-up area of THE OWNERS:

Both the parties are entitled for the specific 21. performance of this Agreement.

#### SCHEDULE I

ALL THAT SUB-DIVIDED PLOT admeasuring 1148 sq.mts., of the properties "VIRANCHEMBATA" known as "FATORDICHEM", situated at Margao City of Salcete Taluka and Sub-District, District of South Goa, State of Goa, which are described in the Land Registration Office of Salcete, under No. 39870 and 39875, of Book B-103, New Series and



# SCHEDULE IV (SPECIFICATIONS OF THE OWNERS PREMISES)

- 1. STRUCTURE: RCC framed structure
- 2. PLASTER: External Plaster: Asian Apex paint Internal Plaster: wall putty
- 3. FLOORING: vitrified tiles
- 4. INTERNAL : Oil bound distemper
- EXTERNAL: Asian Apex Paint

Andrede office



- DOOR: Internal- flush doors, Entrance-Teakwood, Frame: Salwood
- 8. KITCHEN: Granite Platform
- TOILET: Wall to wall cladding/Jaguar fittings
- 10. WATER TANK: Overhead RCC Tank
- ELECTRICAL INSTALLATIONS: Concealed wiring with standard switches.

IN WITNESS WHEREOF this Agreement is made on the day first above mentioned and the parties hereto have set and affixed their respective signatures, and photographs in the presence of Witnesses.

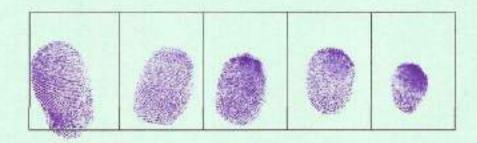
THE OWNERS:

(Mr. JULIO PEDRO ANDRADE)

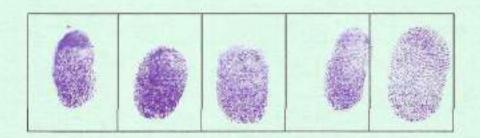
...24/-

John John John John John





(Right hand finger impressions of Mr. JULIO PEDRO ANDRADE)



(Left hand finger impressions of Mr. JULIO PEDRO ANDRADE)

...25/-

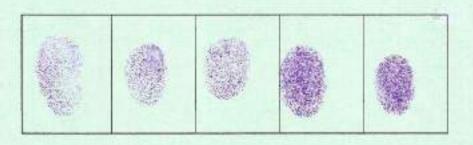
Just Jahrede Rose



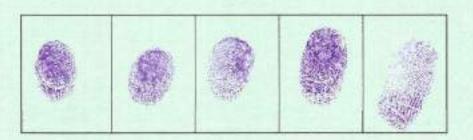


2. Judrede

(Mrs. SEBASTIANA FERNANDES e ANDRADE)



(Right hand finger impressions of Mrs. SEBASTIANA FERNANDES e ANDRADE)



(Left hand finger impressions of Mrs. SEBASTIANA FERNANDES e ANDRADE)

...26/-

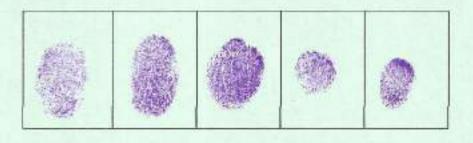
July July Start



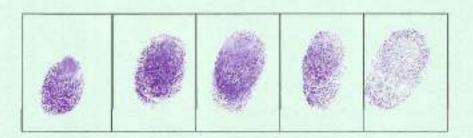


THE CONFIRMING PARTY:

(Mrs. ELAINE RASHA ANDRADE e RODRIGUES)



(Right hand finger impressions of Mrs. ELAINE RASHA ANDRADE e RODRIGUES)



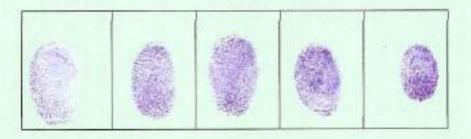
(Left hand finger impressions of Mrs. ELAINE RASHA ANDRADE e RODRIGUES)

B) Indrede ...27/

glavi & Ber



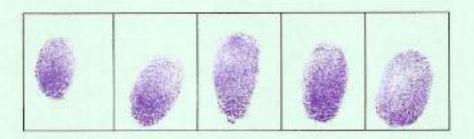
2. (Ms. URANIFA ANDRADE)



(Right hand finger Ms. URANITA ANDRADE)

impressions

of



(Left hand finger impressions of Ms. URANITA ANDRADE)

...28/-

ghave de



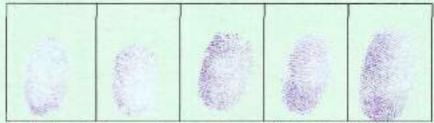


THE DEVELOPER:

(Mr. YATIN ULHAS PHALDESSAI)



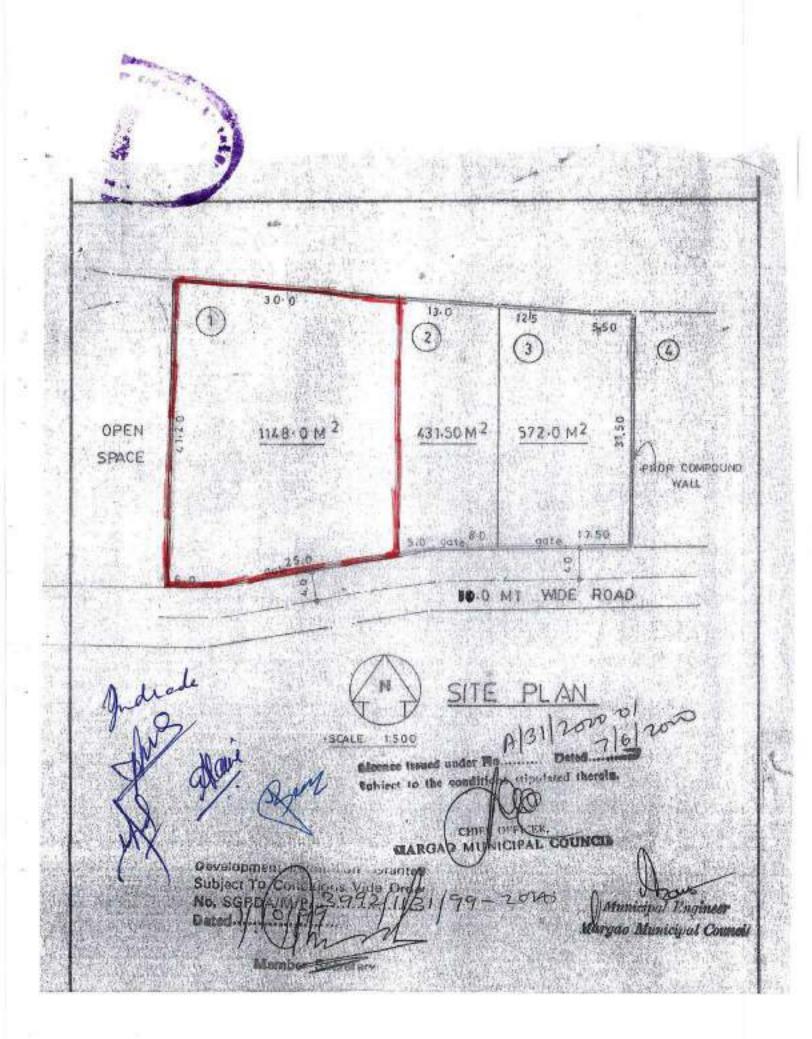
(Right hand finger impressions of Mr. YATIN ULHAS PHALDESSAI)



(Left hand finger impressions of Mr. YATIN ULHAS PHALDESSAI)

### WITNESSES:

1. W9





# Government of Goa Document Registration Summary 2

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

Print Date & Time : - 28-Oct-2021 11:01:04 am

Document Serial Number :- 2021-MGO-3505

Presented at 10:57:57 am on 28-Oct-2021 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		408900
2	Registration Fee		423000
3	Processing Fee		820
		Total	832720

Stamp Duty Required :408900/-

Stamp Duty Paid: 409000/-

#### Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	YATIN ULHAS PHALDESSAI ,Father Name: Ulhas D Phaldessai,Age: 41, Marital Status: Married ,Gender: Male,Occupation: Business, Address1 - House No. S7, Classic Heritage, Behind B.P.S. Club, Pajifond, Margao, Salcete, Goa, Address2 - , PAN No.:			Lu

## Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	JULIO PEDRO ANDRADE , Father Name: Joaquim Filipe Andrade, Age: 62, Marital Status: Married ,Gender: Male, Occupation: Land Lord, House No. 325, Ambaji, Margo, Salcete, Goa, PAN No.:			18
2	SEBASTIANA FERNANDES E ANDRADE , Father Name:Pedro Santiago Fernandes, Age: 62, Marital Status: Married ,Gender:Male,Occupation: Housewife, House No. 325, Ambaji, Margo, Salcete, Goa, PAN No.:	W.		Andred

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	ELAINE RESHA ANDRADE E RODRIGUES , Father Name: Julio Pedro Andrade, Age: 36, Marital Status: Married ,Gender: Female, Occupation: Service, House No. 325, Ambaji, Margo, Salcete, Goa, PAN No.:			Have
4	URANITA ANDRADE , Father Name: Julio Pedro Andrade, Age: 30, Marital Status Married ,Gender: Female, Occupation: Service, House No. 325, Ambaji, Margo, Salcete, Goa, PAN No.:	A		Hand
5	YATIN ULHAS PHALDESSAI , Father Name:Ulhas D Phaldessai, Age: 41, Marital Status: Married ,Gender:Male,Occupation: Business, House No. S7, Classic Heritage, Behind B.P.S. Club, Pajifond, Margao, Salcete, Goa, PAN No.:			Zm

### Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Cesar Vas, Age: 51, DOB: , Mobile: 9822159227 , Email: , Occupation: Advocate , Marital status : Married , Address: 403716, Benaulim, Salcete, South Goa, Goa	4	F .	w>
2	Name: Nevil Soares, Age: 34, DOB: , Mobile: 9420977971 , Email: , Occupation: Advocate , Marital status : Married , Address: 403602, Margao, Salcete, South Goa, Goa	1		楚

Civil Sub Registrer -Cum-

Sub Registrar
Salcete
Document Serial Number :- 2021-MGO-3505



Book :- 1 Document

Registration Number :- MGO-1-3383-2021

Date: 28-Oct-2021

Sub Registrar (Office of the Civil Registrar Sub Registrar Sub Registrar Sub Registrar Sub Registrar

