

(Rupees Four Lakhs Six Thousand Only)

For CITIZEN CREDIT CO-OP BANK LTD.



*[Handwritten Signature]*  
Authorised Signatory

CITIZEN CREDIT CO-OPERATIVE  
BANK LTD  
SUPARA MEMBER CO-OP, HSG SOCIETY LTD  
ST. JOSEPH ROAD, BORDA,  
MARGAO - GOA 403 002  
D-5/STP(V)/C.R./35/3/2011-10

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Name of Purchaser... CRUZ SILVA

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*Crúz Silva* *[Signature]*



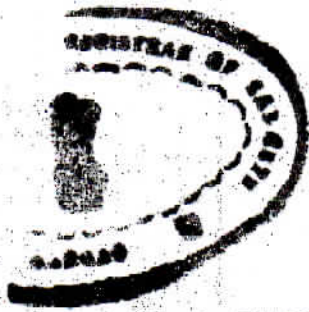
**AGREEMENT OF SALE**

**WITH POSSESSION**

*[Signature]*

*Ajay Kunte*

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THIS AGREEMENT OF SALE is made at Margao, Goa, on this 14th day of October, 2019 - BETWEEN -

(1)(a) **SMT. GWENDOLINE C. LOBO**, wife of late Dallas Joseph Lobo, aged about 75 years, retired, PAN Card No. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_, Mobile No. \_\_\_\_\_ and her daughter (b) **MISS CANDIDA LOBO**, daughter of late Dallas Joseph Lobo, aged about 42 years, unmarried, occupation: business, PAN Card No. \_\_\_\_\_, Mobile No. \_\_\_\_\_, both Indian Nationals and residents of A-02-F, Queeny Castle Beach Road, Colva, Salcete, Goa and said MISS CANDIDA LOBO is represented herein through her attorney, her mother said SMT. GWENDOLINE C. LOBO by virtue of Power of Attorney dt 2<sup>nd</sup> August 2019 executed before the Notary Ashley Anthony Gonsalves of Margao under Reg.No.651/2019, true notarised copy of which is filed herewith, hereinafter referred to as "THE FIRST VENDORS" of the FIRST PART;

(2)(a) **MR. AJAY KAILA**, son of late Shri B.R. Kaila, aged about 59 years, married, businessman, PAN Card No. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_, Mobile No. \_\_\_\_\_, and his wife (b) **MRS. RENUKA KAILA**, daughter of Mr. Rajinder Kumar Nischal, aged about 54 years, businesswoman, PAN Card No. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_, Mobile No. \_\_\_\_\_, both Indian Nationals and residents of E-269, Greater Kailash-1, New

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Delhi 110 048 and said MRS. RENUKA KAILA is represented herein through her attorney, MR. AJAY KAILA, constituted by virtue of Power of Attorney dt.07<sup>th</sup> March 2019 executed before the Notary Sachin Kolwalkar of Margao under Reg.No.369/2019, true notarised copy of which is filed herewith, hereinafter referred to as "THE SECOND VENDORS" of the SECOND PART

- AND -

(3) **MR. CRUZ SILVA**, aged 47 years, married, son of late Martinho D'Silva, civil engineer, PAN Card No. \_\_\_\_\_ Aadhaar Card No. \_\_\_\_\_, Mobile No. \_\_\_\_\_, Indian National, resident of H.No.334/F, Vazvaddo, Opp. Al-Max Garage, Ambelim, Assolna, Salcete, Goa, hereinafter referred to as "THE PURCHASER" of the THIRD PART.

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

WHEREAS -

a) There exists a property, namely property known as "AMBEACHEM BATA, MUDGULI and BAICHEM AMBEACHEM BATA", situated at Seraulim, within the area of Village Panchayat of Seraulim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No.32292 of New Series, enrolled in the Land Revenue Office of Salcete under Matriz No.494 and initially surveyed under No.78/11 of Seraulim

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village, more particularly described in the SCHEDULE "A" hereunder and hereinafter referred to as the "entire property";



b) the said entire property originally belonged to Mr. Bolvonta Naraina Catcar from Margao in whose name the same has been inscribed in the Land Registration office of Salcete under Inscription No. 36454 of Book G 41 at folios 188:

c) By Deed of Sale dt. 16<sup>th</sup> September 1976 registered in the office of the Sub-Registrar of Salcete, Margao under No. 1059 at pages 320 to 326 of Book No. I Vol. 162 dt. 29.09.1976 said Bolvonta Naraina Catcar and his wife sold and conveyed to Mrs. Carmelina Fernandes married to Mr. Domingos E. Pereira of Canacona, Goa a portion of the said entire property admeasuring 8702.83 sq. mts, forming an independent and separate property, more particularly described in the SCHEDULE "B" hereunder and hereinafter referred to as the "said property";

d) said Mrs. Carmelina Fernandes e Pereira and her husband Mr. Domingos E. Pereira dis-annexed a portion of the said property, admeasuring 1313 sq. mts, forming an independent and separate property and by Deed of Sale dt. 16<sup>th</sup> January 1984 registered in the office of the Sub-Registrar of Salcete, Margao under No. 1342 at pages 397 to 401 of Book No. I Vol. No. 302 sold and conveyed the same to Smt. Alexandrina Silva e Alves;

e) After such purchase by Smt. Alexandrina Silva e Alves, a portion admeasuring 135 sq. mts from said portion was

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acquired by Public Works Department for the widening of the road;



f) Therefore said Mrs. Alexandrina Silva e Alves and her husband Mr. Rafael Rosario Alves from Colva, Salcete, Goa, became owners and possessors of a portion of 1178 (one thousand one hundred seventy eight) sq. mts of the said entire property known as "AMBEACHEM BATA, MUDGULI AND BAICHEM AMBEACHEM BATA, forming an independent and separate property, independently surveyed under No.78/11-L of Seraulim village of Salcete Taluka, more particularly described in the SCHEDULE "C" hereunder and hereinafter referred to as the "said plot";

g) The said Mrs. Alexandrina Silva e Alves and her husband Mr. Rafael Rosario Alves divided the said plot into two equal parts, each part having an area of 589 sq. mts, namely, northern half marked as Plot A and southern half marked as Plot B and -

(1) by Deed of Sale dt. 10<sup>th</sup> September 2007 registered in the office of the Sub-Registrar of Salcete, Margao under No.4537 at pages 64 to 82 of Book No.I Vol.2640 dt. 27.09.2007 sold said Plot A to Mr. Rajiv Talwar and Mrs. Bharti Talwar, and

(2) by Deed of Sale dt. 10<sup>th</sup> September 2007 registered in the office of the Sub-Registrar of Salcete, Margao under No.4536 at pages 45 to 63 of Book No.I Vol.2640 dt. 27.09.2007 sold said Plot B to Mr. Ajay Kalla and his wife Mrs. Renuka Kalla, the SECOND VENDORS herein;

*Ax*      *Ajay Kalla*      *Renuka*



(h) Thereafter said Mr. Rajiv Talwar and his wife Mrs. Bharti Talwar by Deed of Sale dt. 25<sup>th</sup> February 2015 registered in the office of the Sub-Registrar of Salcete, Margao under No.MGO-BK1-01033-2015 dt. 25.02.2015 sold and conveyed the said Plot A to Mrs. Gwendoline C.Lobo, a widow and her spinster daughter, Miss Candida Lobo, the FIRST VENDORS herein;

AND WHEREAS the FIRST VENDORS and the SECOND VENDORS are now sole owners and possessors of the said plot, namely FIRST VENDORS are owners of portion marked as Plot A and the SECOND VENDORS are owners of portion marked as Plot B;

AND WHEREAS the FIRST VENDORS and the SECOND VENDORS have represented to the PURCHASER that -

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

ii) the FIRST VENDORS and SECOND VENDORS are sole owners and possessors of the said plot, namely FIRST OWNERS are owners and possessors of northern half marked as Plot A and the SECOND VENDORS are owners and possessors of southern half marked as Plot B and they have absolute authority and power to deal with the same in any manner as they like;

iii) the said plot or any portion thereof is not subject to any mundkarial rights, agricultural tenancy rights or any other rights from any third person/s whomsoever;

iv) the FIRST VENDORS and the SECOND VENDORS have clear and marketable title to the said plot.

*A.H.*

*Rajiv Talwar*

*Gwendoline C. Lobo*

AND WHEREAS believing said representations as true, the PURCHASER approached the FIRST VENDORS and the SECOND VENDORS for purchase of the said Plot for the purpose of development by constructing buildings complex Project thereon.



AND WHEREAS the FIRST VENDORS and the SECOND VENDORS have agreed to sell and PURCHASER has agreed to purchase the Said Plot for total consideration of Rs. 1,40,00,000/- (Rupees One crore Forty Lakhs only) which is its fair market value and which shall be paid partly in cash and partly in kind.

AND WHEREAS the PURCHASER has proposed to pay the FIRST VENDORS and the SECOND VENDORS the part of the total consideration of Rs. 1,40,00,000/- (Rupees One Crore Forty Lakhs only) by cash and the remaining balance of the total consideration shall be paid by constructing and handing over Two Row Villas comprising of ground plus First floor, each row villa having total built up area of 150 sq.mts. with a car porch and lawn at backyard complete in all respect along with occupancy certificate to be built by PURCHASER in the said plot which Row Villas herein after shall be referred to as the "Said ROW VILLA A and Said ROW VILLA B" more particularly described in the Schedule-III hereunder and as shown in the Plan annexed herewith in Green colour boundary lines forming part and parcel of this Agreement.

AND WHEREAS the Said Row Villa A and Said Row Villa B on being complete in all respect the PURCHASER shall hand over the Possession of the Said Row Villa A to the FIRST VENDORS

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and the Possession of the Said Row Villa B to the SECOND VENDORS.



AND WHEREAS it is agreed by and between the FIRST VENDORS and the SECOND VENDORS and the PURCHASER hereto to reduce in writing the terms and conditions of the present Agreement

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The FIRST VENDORS and the SECOND VENDORS shall sell unto the PURCHASER and the PURCHASER shall PURCHASE the said plot described in SCHEDULE- II and shown in the plan attached hereto for total consideration Rs.1,40,00,000/- (Rupees One Crore Forty Lakhs only).
2. The above mentioned total consideration price of Rs.1,40,00,000/- (Rupees One Crore Forty Lakhs only) shall be paid by the PURCHASER to FIRST VENDORS and the SECOND VENDORS in the following manner:
  - a) Rs. 70,00,000/- (Rupees Seventy Lakhs Only) payable to the FIRST VENDORS towards their share, title and interest in the said Plot including in said portion marked as plot A, out of which an amount of Rs.15,00,000/- payable at the time of execution of these presents, namely Rs.70,000/- deducted as 1% TDS and paid to Income Tax Department on Account of the FIRST VENDORS and Rs.14,30,000/- paid by two separate Demand Drafts namely:

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*Ajay Kumar*

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- i. Rs.7,15,000/- (Rupees Seven Lakhs Fifteen Thousand only) vide Demand Draft No. 361066 dated 11.10.2019 drawn on State Bank of India, Assolna,
  - ii. Rs.7,15,000/- (Rupees Seven Lakhs Fifteen Thousand only) vide Demand Draft No. 277469 dated 16.09.2019 drawn on Corporation Bank, Assolna, the receipt whereof the FIRST VENDORS hereby admit and acknowledge.
  - iii. Rs.55,00,000/- ( Rupees Fifty Five Lakhs Only) shall be adjusted by constructing and allotting to the FIRST VENDORS Bungalow A comprising of ground plus First floor, having total built up area of 150 sq.mts to be constructed in Northern half of the said Plot, which shall be constructed and handed over with occupancy certificate within a period of 2½ (two and half) years i.e on or before 31<sup>st</sup> March 2022 from the date of signing of this present Agreement and shall be constructed as per the Specifications annexed hereto.
- b) Rs. 70,00,000/- (Rupees Seventy Lakhs Only) payable to the SECOND VENDORS towards their share, title and interest in the said Plot including in said portion marked as plot B, namely Rs.15,00,000/- payable at the time of execution of these presents, namely Rs.70,000/- to be deducted as 1% TDS and paid to the Income Tax Department on account of the SECOND VENDORS

*[Signature]*

Ajay Kumar

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and balance of Rs.14,30,000/- by Two separate Demand Drafts namely :



- iv. Rs.7,15,000/- (Rupees Seven Lakhs Fifteen Thousand only) vide Demand Draft No. 361067 dated 11.10.2019 drawn on State Bank of India, Assolna Branch
- v. Rs.7,15,000/- (Rupees Seven Lakhs Fifteen Thousand only) vide Demand Draft No. 361065 dated 11.10.2019 drawn on State Bank of India, Assolna, the receipt whereof the FIRST VENDORS hereby admit and acknowledge, subject to realization of above named Two Demand Draft.
- vi. Rs.55,00,000/- ( Rupees Fifty Five Lakhs Only) shall be adjusted by constructing and allotting to the SECOND VENDORS Bungalow B comprising of ground plus First floor, having total built up area of 150 sq.mts to be constructed in Northern half of the said Plot, which shall be constructed within a period of 2 ½ (two and half) years i.e on or before 31<sup>ST</sup> March 2022 from the date of signing of this present Agreement and shall be further constructed as per the Specifications annexed hereto.

3. It is agreed that both the Row Villa A and Row Villa B shall be constructed with a Car Porch, Lawn at the Backyard of the Row Villa A and Row Villa B and possession of the same shall be handed over to the

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Ajay Kumar

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FIRST VENDORS and the SECOND VENDORS by the PURCHASER within a period of 2 ½ (two and half) years i.e on or before 31<sup>st</sup> March 2022 from the date of signing of this present Agreement; the completion of the construction of the Said Row Villa A and Row Villa B shall include the obtaining of occupancy certificate from the Village Panchayat of Seraulim, Town and Country Planning Department or any other competent authority.

4. That upon completion of the Said Row Villa A and Said Row Villa B the PURCHASER shall deliver the possession of the Said Row Villa A and Said Row Villa B to the FIRST VENDORS and the SECOND VENDORS respectively or their Nominee/s on the ownership basis complete in all respect along with occupancy certificate to be constructed on the said plot on or before 31<sup>st</sup> March 2022, by executing Deed of Transfer.
5. Issue of the occupancy certificate by the concerned authority shall be the only proof of completion of the concerned Said Row Villa A and Said Row Villa B in all respects.
6. The sale of the said Plot shall be made in favour of the PURCHASER or his nominee/s, whole by one Deed of Sale only on payment of total Consideration of Sale of the said Plot as agreed by the parties herein.
7. On execution of this Agreement the PURCHASER is hereby authorized by the FIRST VENDORS and the

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SECOND VENDORS to enter into the said Plot for purpose of development of the said Plot as per the approved plans and/or as per revised plans he thinks fit and proper in respect of said development by constructing buildings for residential and non residential purposes and also constructing said Row Villa A and Said Row Villa B exclusively at the cost of the PURCHASER and the FIRST VENDORS and the SECOND VENDORS shall not be liable for the same in any manner. These costs shall include I, the cost of the Permissions/License, of the actual construction and other costs incidental thereto, as well as taxes/charges payable to the local authorities from the execution of these presents.

8. The PURCHASER shall upon obtaining all the statutory permission/licences, be entitled to enter into separate contracts in his own name with the contractors, labour contractor/s architects and other technical and other consultants for carrying out the construction buildings for residential and non residential and also the construction of the said Row Villa A and said Row Villa B in the said plot, without any liability to the FIRST VENDORS and the SECOND VENDORS.
9. The Construction and all the risks incidental thereto shall be that of the PURCHASER; the PURCHASER shall indemnify the FIRST VENDORS and the SECOND VENDORS of any pecuniary liability that may arise on

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account of infringement of any law relating to the construction in the said plot; during the period of construction the FIRST VENDORS and the SECOND VENDORS shall be entitled to inspect the construction of their row villas and if any violation of law is found which cannot be rectified by the PURCHASER at his own cost and expense within a period of Three months, to terminate this Agreement forthwith; however if any violation of approved plan is found due to internal changes only to the Said Row Villa A and the Said Row Villa B, the same shall be rectified/regularized by the PURCHASER at his own cost and expense before applying for occupancy certificate and within the time limit of this Agreement.

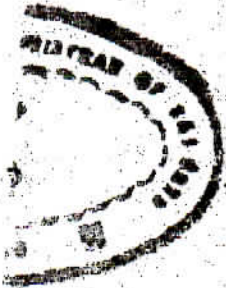
10. The PROSPECTIVE PURCHASER shall alone shall be responsible for any violation in the matter of construction to be raised in the said Plot described in Schedule III below, including the violations of approved plan, violation of building Bye -Laws and other laws.
11. The FIRST VENDORS and the SECOND VENDORS shall give Power of Attorney to the PURCHASER authorizing him to obtain all permissions, Licenses, and other requirements and to do all works of said construction and development.
12. It is clearly agreed that the PURCHASER shall not sell and/or alienate or mortgage in any manner the said Row Villa A and the Said Row Villa B to be built in the

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said Plot to be constructed and allotted to the FIRST VENDORS and the SECOND VENDORS towards the part of the consideration payable to them.



13. The PURCHASER shall hand over possession of the said Row Villa A and the Said Row Villa B agreed to be constructed and allotted to the FIRST VENDORS and the SECOND VENDORS to be built in the said plot on or before 31<sup>st</sup> March 2022. The PURCHASER shall be entitled to reasonable extension of time for offering possession of the said Row Villa A and the said Row Villa B on the aforesaid date, if the possession of the said Row Villa A and the said Row Villa B is delayed on account of:

- a) War, armed rebellion or natural calamity due to which construction work could not be undertaken.
- b) Any notice order, rule, notification of the government and/ or any other public or competent authority and/ or any judicial authority, due to which approval/work had to be stopped and /or Delay on the part of the Government/ Statutory Authority in issuing Approval/ Licences/Occupancy certificate and /or completion certificate and/ or releasing water and electricity supply in case the said premises is otherwise completed in all respect and proper application are made to the Government/statutory authority.

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c) If due to any agitation/ movement by the citizens/people or by any non governmental organization and/or due to any stoppage of work ordered by any statutory authority, the construction work cannot be started or is held up during construction period despite approvals by statutory authorities.

d) However, the PURCHASER shall intimate in writing to the FIRST VENDORS and the SECOND VENDORS at the beginning and also at the end of such cause of delay; in such a situation and if the cause of delay is found to be on account of any of the above reasons, the PURCHASER is entitled for extension of time for the period of delay to complete the construction of said Row Villa A and the said Row Villa B in the said Plot.

14. Subject to clause 14, in case of any delay in handing over possession of the said Row Villa A and said Row Villa B complete in all respect to the FIRST VENDORS and the SECOND VENDORS the PURCHASER shall be liable to pay the FIRST VENDORS and the SECOND VENDORS liquidated damages at the rate of Rs.50,000/- (Rupees Fifty thousand only) per month of delay till the possession of the said Row Villa A and said Row Villa B complete in all respect is handed over to the FIRST VENDORS and the SECOND VENDORS. The liquidated damages shall be paid by the PURCHASER to the FIRST VENDORS and the SECOND VENDORS at the end of each calendar month.

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15. That only upon completion and delivering the possession to the FIRST VENDORS and the SECOND VENDORS on the ownership basis the said Row Villa A and said Row Villa B admeasuring an area of 150 square meters alongwith a Car Porch, lawn at the Backyard of the Row Villa A and Row Villa B complete in all respect alongwith occupancy certificate to be constructed on the said plot on or before 31<sup>st</sup> March 2022, the FIRST VENDORS and the SECOND VENDORS shall simultaneously transfer the title and/or possession of the Said Plot except the proportionate undivided share of the said Plot corresponding to the Said Row Villa A and Said Row Villa B in favour of the PURCHASER or each Customer/s nominee of the PURCHASER at a price per square meter determine and published by the Government as true market value of the property for the purpose of stamp duty, for which expenses like stamp duty, registration charges, cost of drafting and printing and/or any other charges, taxes, shall be borne by the PURCHASER or each customer/ nominee of the PURCHASER.

16. The FIRST VENDORS and the SECOND VENDORS shall be entitled to enjoy and/or sell/dispose the said Row Villa A said Row Villa B allotted to them to any party they deem fit and proper i.e. the FIRST VENDORS and the SECOND VENDORS are entitled to enter into any third party contract/s in respect of the said Row Villa A and said Row Villa B on terms the FIRST VENDORS and the SECOND VENDORS deem fit and proper at any time hereafter. The PURCHASER will not charge any transfer

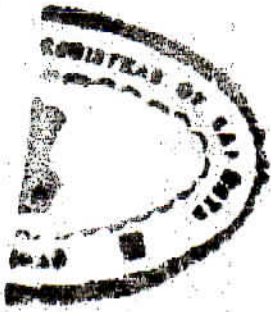
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charges towards such sale and sign and execute such Deeds of Sale as Confirming Party, if required .



17. The FIRST VENDORS and the SECOND VENDORS do hereby covenant with the PURCHASER as under:
- a) That the representations held out by the FIRST VENDORS and the SECOND VENDORS are true and are hereby reiterated.
  - b) The FIRST VENDORS and the SECOND VENDORS have now handed over the possession of the said plot to the PURCHASER.
  - c) The FIRST VENDORS and the SECOND VENDORS further covenant with the PURCHASER that if for any defect in the title of the FIRST VENDORS and the SECOND VENDORS, the PURCHASER is deprived in developing the said Plot or constructing in the said plot or any part thereof the FIRST VENDORS and the SECOND VENDORS shall Indemnify the PURCHASER fully and adequately.
  - d) 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 plot due to defect in the FIRST VENDORS and the SECOND VENDORS title to the said plot or any act of commission and omission attributable to the FIRST VENDORS and the SECOND VENDORS 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 plot, the PURCHASER shall be entitled to give notice to the FIRST VENDORS and the SECOND VENDORS requesting them to clear such acts of

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commission or omission or to rectify the defects or to get the orders preferred herein vacated that may be pointed out in the notice, the PURCHASER shall not be obliged to hand over the said Row Villa A and said Row Villa B to the FIRST VENDORS and the SECOND VENDORS and further the FIRST VENDORS and the SECOND VENDORS agree to indemnify the PURCHASER to the extent of the loss suffered by him.

- e) Consequent upon receipt of said consideration in full and upon completion and delivering the possession to the FIRST VENDORS and the SECOND VENDOR on the ownership basis the said Row Villa A and Said Row Villa B each admeasuring an area of 150 square meters with a car porch with lawn at backyard complete in all respect along with occupancy certificate to be constructed on the said plot on or before 31<sup>st</sup> March 2022, the FIRST VENDORS and the SECOND VENDORS shall have no right, title or interest in the said Plot except the proportionate undivided share of the said Plot corresponding to the said Row Villa A and said Row Villa B.

19. 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 Plot including revisions of Plans, renewals, etc.

20. 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

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the FIRST VENDORS and the SECOND VENDORS, without any reference to them. However the same shall be informed to the FIRST VENDORS and the SECOND VENDORS in writing.

21. 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.

22. The FIRST VENDORS and the SECOND VENDORS 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.

23. The PURCHASER shall develop the said Plot for the purpose of constructing Building complex which includes the said Row Villa A and Row Villa B thereon and the same shall be registered with the Real Estate Regulation Authority (RERA).

24. The FIRST VENDORS and the SECOND VENDORS and the PURCHASER shall cooperate with each other to form a Maintenance Society or any Legal entity as prescribed by the law in force in order to protect preserve and maintain the building complex. The FIRST VENDORS and SECOND VENDORS and the PURCHASER hereby undertake to

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maintain the building and pay all their monthly contributions to the society or legal entity with utmost diligence and duty and without any delay.


25. The **FIRST VENDORS** and the **SECOND VENDORS** do hereby declare that they having delivered to the **PURCHASER**, the possession of the said plot described in **SCHEDULE-II** hereto, and the **PURCHASER** acknowledges to have received such possession from the **VENDOR**.

26. 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. That only after registering with (RERA) the construction of the Building complex Project in the Said Plot which includes the said Row Villa A and Row Villa B thereon the **PURCHASER** may, at thereafter, enter into agreement with parties of his choice for sale of these premises/apartments to be constructed in the said property except the said Row Villa A and Row Villa B. 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 plot, except the said two row villas. 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 plot, without any reference to the **FIRST VENDORS** and **SECOND VENDORS**



Ajay Kumar





27. If at any time the floor area ratio applicable to the said plot, is increased, during the subsistence of the present Agreement, then the Purchaser shall be exclusively entitled to take the benefit of such increase. The Purchaser shall be entitled to carry out additional construction and take the sole benefit of such increase.

28. That in case any of the Parties to this Agreement fails to comply with the terms and conditions of this Agreement, the Other Party shall be entitled for Specific Performance of this Agreement at the costs and expenses of the defaulting Party.

29. All letters, receipts, payments and/or notices to be served on both parties as contemplated by this Agreement, shall be deemed to have been duly served if sent to the parties by Registered A.D Post / Under Certificate of Posting at their addresses specified below:

**THE FIRST VENDORS**

1. Mr. GWENDOLINE C. LOBO,
  2. Miss CANDIDA LOBO,
- Both R/o A-02-F,  
Queeny Castle Beach Road,  
Colva, SalceteGoa ,

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*Ajay Kunte*

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## THE SECOND VENDORS

1 Mr. AJAY KAILA,

2. Mrs. RENUKA KAILA,

Both R/o E-269 Greater Kailash-1 New Delhi 110048.

## THE PURCHASER

MR. CRUZ SILVA,

H.No.334/F, Vazvaddo,

Opp. Al-Max Garage,

Ambelim, Assolna, Salcete, Goa

## SCHEDULE I

All that part of the landed property denominated "AMBEACHEM BATA, MUDGULI AND BAICHEM AMBEACHEM BATA", situated in village in the limits of village panchayat of Seraulim, Tulaka and sub-district of South Goa in the State of Goa described in the Land Registration Office of Salcete at Margao under No. 32292, New Series and enrolled in the Land Revenue office under Matriz no. 494 and originally surveyed under survey no. 78/11 of Village Seraulim admeasuring an area of 1313 m<sup>2</sup> out of which an area of 135 m<sup>2</sup> was acquired by Public Works Department for the purpose of widening Per Seraulim-Betalbatim road and resultantly the total land which now remain to 1178 m<sup>2</sup> presently surveyed under survey no. 78/11-Lof village Seraulim, Salcete Goa and is dis-annexed from the entire property forming separate and distinct property by itself and bounded as follows:

*[Signature]*

Ajay Kaila.

*[Signature]*



On the East	by public tar road which leads to Per Seraulim to Betalbatim and beyond which lies the property surveyed under survey no. 78/11
On the West	by the property surveyed under survey no. 78/10
On the North	By water drain surveyed under survey no. 78/3 ;
On the South	By the property surveyed under survey no. 78/5

### SCHEDULE II

#### (DESCRIPTION OF THE SAID PLOT)

All that Plot denominated with letter A totally admeasuring 589 m<sup>2</sup>, forming part of the property described in SCHEDULE I herein above, surveyed under no. 78/11-L of village Seraulim, Salcete Goa and is and is marked and delineated in red colour in the plan annexed to this deed and bounded as follows:

On the East	by public tar road which leads to Per Seraulim to Betalbatim and beyond which lies the property surveyed under survey no. 78/11
On the West	by property surveyed under Survey no. 78/10
On the North	by water drain surveyed under Survey No. 78/3
On the South	by plot "B" of the same property surveyed under Survey No. 78/11-L

*Atk*

Ajay Kulkarni

*Woto*



### SCHEDULE III

(Row Villa identified as A reserved and to be constructed for the FIRST VENDORS to be constructed in the Said Plot towards part of the consideration )

All that SAID ROW Villa A to be constructed in the Plot described in Schedule III herein above thus having total area of 150 square meters, with car porch and lawn at the backyard of the Row Villa A. The Said Row Villa is shown in Green colour boundary lines in the plan annexed hereto and is bounded as follows.

On the East	Row Villa B
On the West	Set back
On the North	Rear set back
On the South	Front set back

(Row Villa identified as B reserved and to be constructed for the SECOND VENDORS to be constructed in the Said Plot towards part of the consideration )

All that SAID ROW Villa B to be constructed in the Plot described in Schedule III herein above thus having total area of 150 square meters, with car porch and lawn at the backyard of the Row Villa B. The Said Row Villa is shown in blue colour boundary lines in the plan annexed hereto and is bounded as follows.

*[Signature]*

Ajay Kumar

*[Signature]*



On the East	Side set back
On the West	Row Villa A
On the North	Rear set back
On the South	Front set back

**SPECIFICATIONS of Row Villas identified as A and B  
(As per Annexure)**

**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 Manglore 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).

*[Signature]*

Ajay Kumar

*[Signature]*



### **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 signature]*

*Ajay Kumar*

*[Handwritten signature]*



### **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.

*[Signature]*

*Ajay Kumar*

*[Signature]*

IN WITNESS WHEREOF the FIRST VENDORS and SECOND VENDORS and the PURCHASER have set their respective hands hereto on the date month and year first hereinabove written.

SIGNED AND DELIVERED by the within named FIRST VENDORS :

1.



*Ghobo*

*Ghobo*



**Mrs. GWENDOLINE C. LOBO for self**

**And as attorney of her daughter**

RIGHT HAND FINGER PRINTS :



LEFT HAND FINGER PRINTS :



*[Signature]*

Ajay Kula.

*Ghobo*

SIGNED AND DELIVERED

by the within named SECOND VENDORS :

2.



Ajay Kaila.

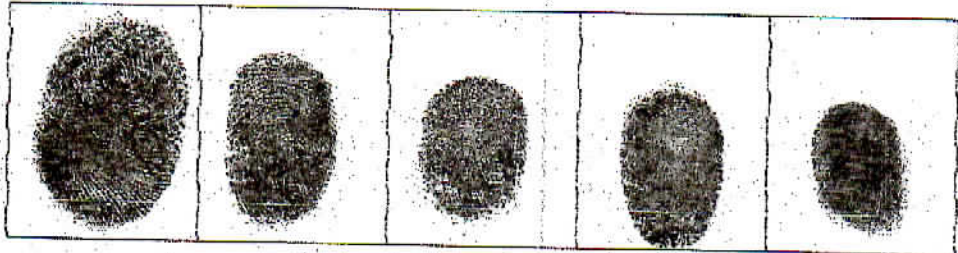
MR. AJAY KAILA for self

And as attorney of his wife



Ajay Kaila.

RIGHT HAND FINGER PRINTS :



LEFT HAND FINGER PRINTS :



~~AK~~

Ajay Kaila

Shobo



SIGNED AND DELIVERED

by the within named PURCHASER :



*[Handwritten signature]*

*[Handwritten signature]*

MR. CRUZ SILVA

RIGHT HAND FINGER PRINTS :



LEFT HAND FINGER PRINTS :



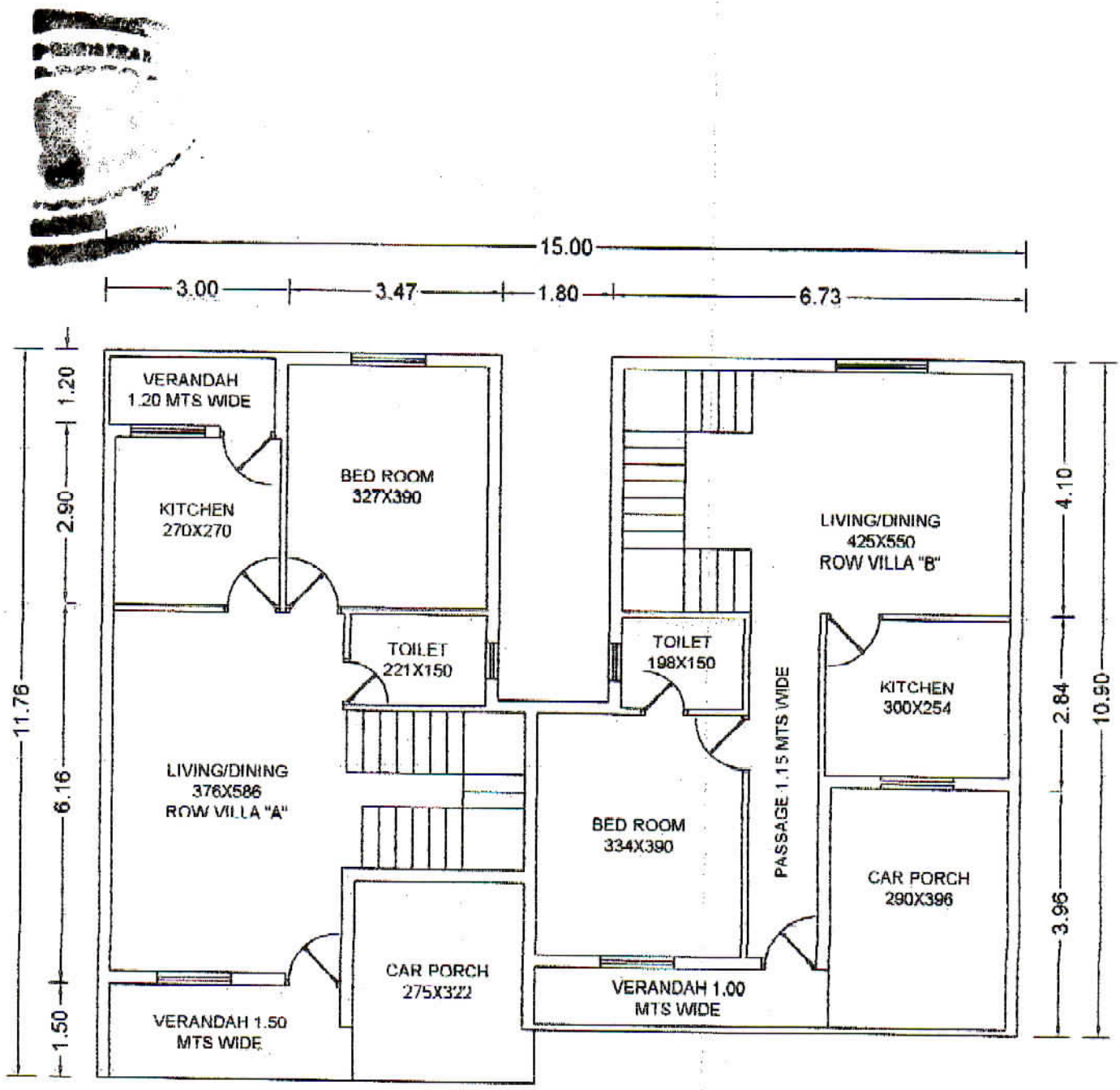
In the presence of WITNESSES :

1. *[Signature]*  
SANTAN FABIO DA COSTA H. NO 80/1, SERAULIM SALCETE GOA. 403708
2. *[Signature]*  
Annet Cardozo H. NO 951/A Collevaddo Assolva Salcete Goa.

*[Handwritten signature]*

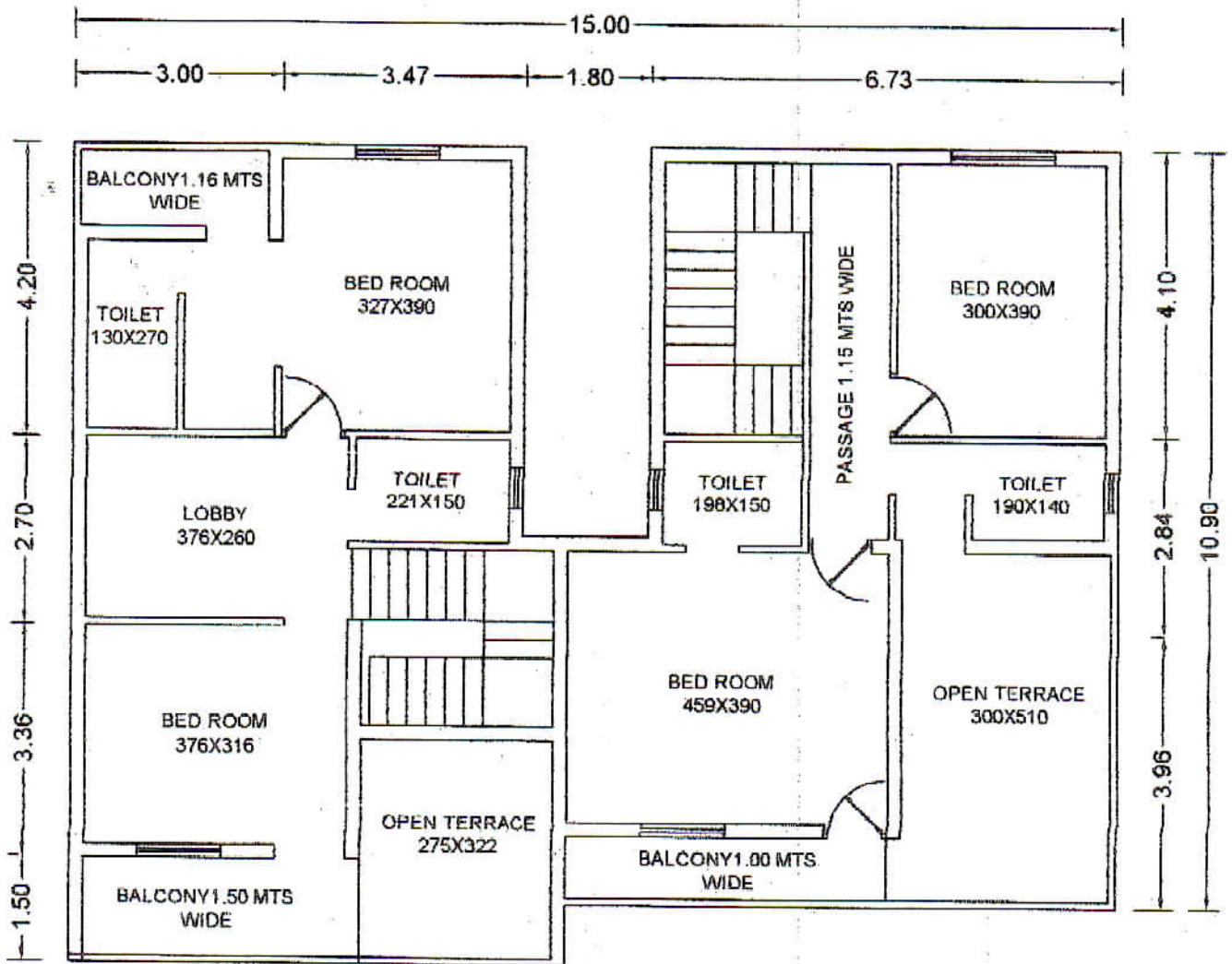
*[Handwritten signature]*

*[Handwritten signature]*



GROUND FLOOR PLAN OF ROW VILLAS - A & B

*At* Ajay Kunta Shobo



### FIRST FLOOR PLAN OF ROW VILLAS - A & B

*[Signature]*

Ajay Kumar

*[Signature]*

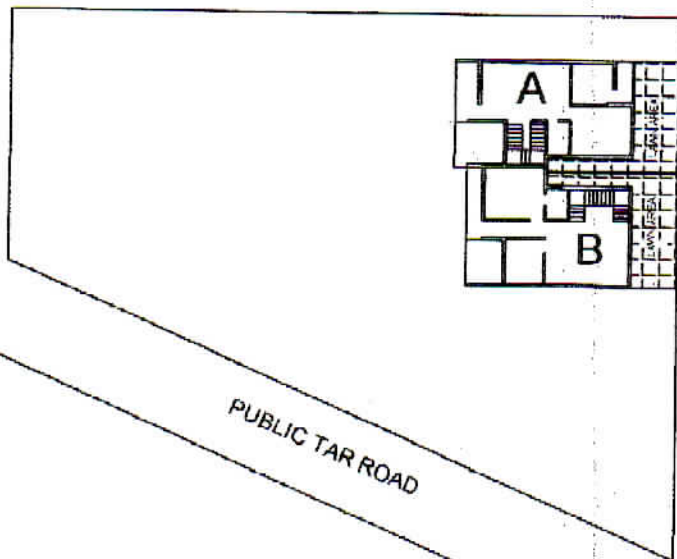




N  
SCALE 1:500

PROPERTY SURVEYED  
UNDER SURVEY NO 78 / 10

SURVEYED UNDER  
SURVEY NO 78 / 5



WATER DRAIN SURVEYED  
UNDER SURVEY NO 78 / 3

*PA*

Ajany Kanta

Ghobo



**Government of Goa**

**Document Registration Summary 2**

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

Printed Date & Time : - 16-Oct-2019 12:10:14 pm

Document Serial Number :- 2019-MGO-3029

Presented at 12:10:13 pm on 16-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
	Stamp Duty	406000
2	Registration Fee	490000
3	Processing Fee	760
<b>Total</b>		<b>896760</b>

Stamp Duty Required : 406000



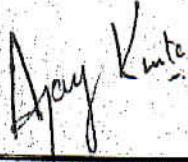





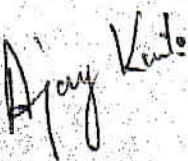
Stamp Duty Paid : 406000

**Presenter**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p><b>Cruz Silva ,S/o - D/o Martinho Silva</b>  <b>Age: 49,</b>  <b>Marital Status: Married ,Gender:Male,Occupation:</b>  <b>Engineer, Address1 - Hno 334Ff vazwaddo po Velim Ambelim</b>  <b>Salcete Goa, Address2 - ,</b>  <b>PAN No.:</b></p>			







**Executer**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p><b>Cruz Silva ,S/o - D/o Martinho Silva</b>  <b>Age: 49,</b>  <b>Marital Status: Married ,Gender:Male,Occupation:</b>  <b>Engineer, Address1 - Hno 334Ff vazwaddo po Velim Ambelim</b>  <b>Salcete Goa, Address2 - ,</b>  <b>PAN No.:</b></p>			
2	<p><b>Gwendoline C Lobo ,S/o - D/o Dallas Joseph Lobo</b>  <b>Age: 75,</b>  <b>Marital Status: Widow ,Gender:Female,Occupation:</b>  <b>Unemployed, Address1 - Hno A-02-F Queeny Castle Beach</b>  <b>Road Colva Salcete Goa, Address2 - ,</b>  <b>PAN No.:</b></p>			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	<p><b>Ajay Kaila</b> ,S/o - D/o <b>B R Kaila</b>  <b>Age: 59,</b>  <b>Marital Status: Married, Gender:Male, Occupation:</b>  <b>Business, Address1 - E-269 Greater Kailash-1 New Delhi,</b>  <b>Address2 -</b>  <b>PAN No.:</b></p>			
	<p><b>Gwendoline C Lobo</b> ,S/o - D/o <b>Dallas Joseph Lobo</b>  <b>Age: 75,</b>  <b>Marital Status: , Gender:Female, Occupation: Unemployed,</b>  <b>Address1 - A-02-F Quenny Castle Beach Road Colva Salcete</b>  <b>Goa, Address2 -</b>  <b>PAN No.:</b></p>			
5	<p><b>Ajay Kaila</b> ,S/o - D/o <b>B R Kaila</b>  <b>Age: 59,</b>  <b>Marital Status: , Gender:Male, Occupation: Business,</b>  <b>Address1 - E-269 Greater Kailash 1 New Delhi 110048,</b>  <b>Address2 -</b>  <b>PAN No.:</b></p>			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	<p><b>Annet Cardozo, 34</b> , , <b>Housewife , Marital</b>  <b>status : Married</b>  <b>403701, Hno 951A Colleawaddo Assolna Salcete Goa, Hno</b>  <b>951A Colleawaddo Assolna Salcete Goa</b>  <b>Assolna, Salcete, SouthGoa, Goa</b></p>			
2	<p><b>Sanjay Da Costa, 41</b> , , <b>Business , Marital</b>  <b>status : Married</b>  <b>403708, Hno 96 Seraulim Salcete Goa, Hno 96 Seraulim</b>  <b>Salcete Goa</b>  <b>Seraulim, Salcete, SouthGoa, Goa</b></p>			

Sub Registrar

REGISTRATION  
 - CURS -  
 - REGISTRAR  
 - GOA

Document Serial No:-2019-MGO-3029



Book :- 1 Document  
Registration Number :- **MGO-1-2930-2019**  
Date : 16-Oct-2019



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

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**REGISTRAR**  
**SALCETE**