

Rs. Nineteen Lakhs Fifty Seven Thousand Five Hundred Only)

FOR CITIZEN CREDIT
CO-OP. BANK LTD.



AUTHORISED SIGNATORY

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO. 2 & 16, SAPANA TERRACES C.H.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 403 502

D-5/STP(V)/C.R./35/33/2011-RD

भारत 18914
167285



भारत
INDIA

NON JUDICIAL गोवा
JUL 25 2018

09:15:00 13:10

Rs 1957500/- PB7122

STAMP DUTY

GOA

Name of Purchaser PRIME BUILDERS



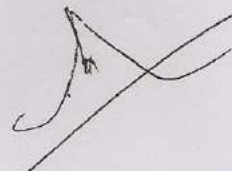
ANTHONY CEDRIC DIAS



- 1 -

AGREEMENT FOR SALE CUM DEVELOPMENT

Anthony Cedric Dias





THIS AGREEMENT FOR SALE CUM DEVELOPMENT OF PROPERTY, is made at Vasco da Gama, this 25th day, of the month of July, in the year Two Thousand and Eighteen (2018)

BETWEEN

INSTITUTION FABRICA DE IGREJA DE ST. ANDRE CHURCH, MORMUGAO, holder of Pan Card No. AAATF0392E in the name of Fabrica Da Igreja De Vasco da Gama, represented herein by its President & Parish Priest of St. Andrew's Church, Vasco, Fr. Gabriel Coutinho, holder of Aadhar Card No. 776379246346, Treasurer, Mrs. Annette Maria Conceicao Coutinho, holder of Aadhar Card No. 701501995355, wife of Mr. Sebastiao Da Coutinho, aged 55 years, residing at S-6, 2nd Floor, Smita Apartments, Near GSL Guest House Chicalim, Goa, and Attorney, Mr. Apricio Pereira, holder of Aadhar Card No. 867309092619, son of Mr. Roque Pereira, married, aged 70 years, residing at #74, Maimolem Road, Bairro Mangor, Vasco da Gama, Goa, hereinafter called the "**VENDORS**", (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their successors-in-interest, legal representatives, administrators, executors and assigns), of the **FIRST PART**

AND

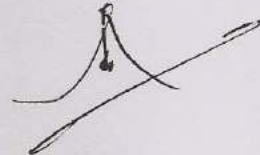
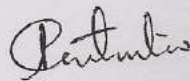
PRIME BUILDERS, a Proprietorship Firm, having its Office at 2nd Floor, "Prime Corner", Vasco-da-Gama, Goa, represented herein by its Proprietor, MR. ANTHONY CEDRIC DIAS, Indian National, holder of PAN Card No. ABQPD4957Q and Aadhaar Card No. 440941615726, aged 56 years, son of late Mr. Albert Dias, residing at "Prime House", Miraton Gardens, Chicalim, Goa, hereinafter referred to as the "**PURCHASER**"

(which expression unless repugnant to the context or meaning thereof shall also mean and include his heirs, successors-in-interest, legal representatives, administrators and assigns) of the **SECOND PART**;

WHEREAS, there is a property, without any special name, bearing Chalta No. 12, 13 & 15 of P.T. Sheet No. 94 of the City Survey of Vasco, situated at Vaddem, Vasco da Gama, having an area of 2553 sq. mtrs., more particularly described in Schedule-I hereunder written and hereinafter referred to the "**SAID PROPERTY**".

AND WHEREAS, the SAID PROPERTY is shown in the name of Institution Fabrica De Igreja De St. Andre Church, Mormugao (the VENDORS herein) in Form D pertaining to City Survey of Vasco da Gama issued by the Inspector of Surveys and Land Records, City Survey, Vasco da Gama, Goa. The said Institution Fabrica De Igreja De St. Andre Church, Mormugao, is in possession of the SAID PROPERTY as holders in the origin of the title as certified by Inspector of Surveys and Land Records, City Survey, Vasco da Gama vide Order dated 15.10.2008 in case No. ISLR/CTS/BAS/CONF/19/2007 thereby confirming the possession and title of the said Institution Fabrica De Igreja De St. Andre Church, Mormugao, to the SAID PROPERTY with an observation that structure under Chalta No. 15 belongs to one Mr. Jose Antonio Sequeira on lease as indicated in Form D.

AND WHEREAS, according to Registo Do Agrimensor Taluka of Mormugao the SAID PROPERTY is shown surveyed under Survey No. 971 (Originally surveyed under Survey No. 963/1-A) in the name of Fabrica of the Church of Mormugao, which is one and the same as the VENDORS herein. From the perusal of Matriz certificate issued by the head of Taluka Revenue Office and Mamlatdar of Mormugao on 19.07.1993 it is





observed that the SAID PROPERTY is enrolled in the Taluka Revenue Office under Matriz No. 124 with the name Cumcho Uddo bounded on the East: by public road, on the West: by the property Cumcho Uddo of Luis Custodio Fernandes, on the North: by the property of Carmelino De Rocha Mashado and on the South: with the property Cumcho Uddo or Tropa of Camilo Manuel Godinho.

AND WHEREAS, it is well established that the SAID PROPERTY is in possession of the VENDORS as owners thereof based on the earliest possible record i.e. Registo Do Agrimensor which was prepared and maintained during the Portuguese Regime in Goa prior to 1961.

AND WHEREAS, the aforesaid structure under Chalta No. 15 has been demolished as on date and the heirs of late Jose Antonio Sequeira have entered into an Agreement for Surrender of Rights dated 2.5.2016 with the VENDORS, executed before Advocate & Notary Public Ulhas G. Shetye under Reg. No. 659/2016 on the same day.

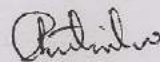
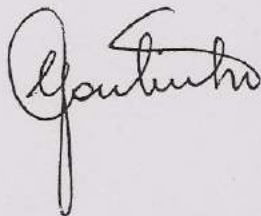
AND WHEREAS, the Collector (South Goa District), Government of Goa, has issued Conversion Sanad for the SAID PROPERTY for an area of 2553 square metres, vide Letter No. AC-1/MOR/SG/CONV/10/2017/7999 dated 11th July 2018, for which the necessary fees of Rs. 40,84,800/- (Rupees Forty lacs, eighty-four thousand, eight hundred only) have been duly paid by the PURCHASER.

AND WHEREAS, based upon the necessary authorisation of Secretariat of Confraternities & Fabricas/Cofres, Archdiocese of Goa and Daman, Paco Patriarcal, Altinho, Panjim, Goa, vide their Letter bearing Reference No. SC/319/2017-2018 dated 27-7-2017, the VENDORS have offered to sell and the PURCHASER has offered to buy the SAID PROPERTY, for an

agreed price to be paid by the PURCHASER to the VENDORS in instalments and on other on terms and conditions, mutually agreed between the parties hereto, as set out herein below.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The VENDORS have offered to sell and the PURCHASER has agreed to purchase the SAID PROPERTY, on free-hold basis, at or for a price consideration of Rs 6,75,00,000/- (Rupees Six crores, seventy-five lacs only), out of which an amount of Rs. 1,00,00,000/- (Rupees One Crore only) is paid by the PURCHASER to the VENDORS, vide Pay Order No. 013705 dated 24.07.2018 drawn on The Citizen Co-operative Bank Ltd., Vasco da Gama branch in favour of "Fabrica Da Igreja De Vasco" (on the instructions of the VENDORS) leaving a balance of Rs 5,75,00,000/- (Rupees Five crores, seventy-five lacs payable by the PURCHASER to the VENDORS, in agreed instalments, as follows:
 - a) Within 12 months from the date hereof - Rs. 1,00,00,000/- (Rupees One crore only)
 - b) Within 18 months from the date hereof - Rs. 1,00,00,000/- (Rupees One crore only)
 - c) Within 24 months from the date hereof - Rs. 1,00,00,000/- (Rupees One crore only)
 - d) Within 30 months from the date hereof - Rs. 1,00,00,000/- (Rupees One crore only)
 - e) Within 36 months from the date hereof - Rs. 1,75,00,000/- (Rupees One crore, seventy-five lacs only), simultaneously with signing of the sale deed for the property in favour of



the PURCHASER or his nominee, in the manner required by the PURCHASER.

2. With the signing of this Agreement, the VENDORS have granted licence to the PURCHASER to enter into the SAID PROPERTY with a right to execute a development project on the SAID PROPERTY consisting of a multi-storeyed building or buildings, as per the plans, designs and specifications of the PURCHASER and to do all such acts, deeds and things necessary for planning, obtaining approvals from concerned statutory authorities, in our name or in the name of the PURCHASER, commencing and completing the construction and execution of the said development project of the PURCHASER. However, it is specifically agreed between the parties hereto that the authority/right hereby granted unto the PURCHASER is not given or intended to be given by the VENDORS in part performance of any agreement as stipulated in Section 53A of the Transfer of Property Act, 1882 or Section 9(1)(i) of the Income Tax Act, 1961, and actual possession of the SAID PROPERTY shall be handed over to the PURCHASER only after it pays the full purchase price of the SAID PROPERTY to the VENDORS and fulfils other obligations towards the VENDORS as stated herein.

3. The PURCHASER shall meet the cost and fulfil the obligations of the VENDORS towards, (a) the heirs of late Jose Antonio Sequeira, as provided in the said "Agreement for Surrender of Rights" dated 2.5.2016; (b) Vaddem Sports Club (who was occupying a structure on the SAID PROPERTY), as set out in "Memorandum of Understanding" dated 7.12.2016 and (c) Assis



Portinho

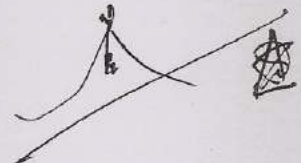
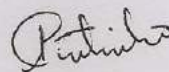
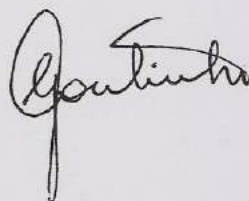
Portinho

[Signature]

[Signature]


Fernandes and his brother Andrew Fernandes (who were running a garage on the SAID PROPERTY), as set out in "Agreement" dated 17.1.2017.

4. The PURCHASER shall be entitled to amalgamate the SAID PROPERTY with any other property and revise the development plans accordingly without any reference to the VENDORS.
5. The PURCHASER and/or its nominees or assigns shall be entitled to hold or agree to sell, enter into any kind of agreements, lease or otherwise deal with the built up area of the proposed development project on the SAID PROPERTY, along with the undivided right and interest in the SAID PROPERTY, in any manner it deems fit and the PURCHASER shall alone be entitled to all such incomes, gains, capital appreciation and benefits accruing or arising therefrom.
6. The VENDORS have no objections whatsoever, and hereby give their consent, in case the PURCHASER desires to assign his development rights under this Agreement to any third party of his choice and/or collaborate with any other third party of his choice, for the purposes of execution of the proposed development scheme on the SAID PROPERTY, for any reason whatsoever, on any terms and conditions whatsoever, deemed fit and proper by the PURCHASER alone. Provided however that the PURCHASER alone shall remain responsible to the VENDORS for the obligations of the PURCHASER towards the VENDORS in terms of Clause (1) and (3) above and shall under no circumstances whatsoever deflect any responsibility for



these obligations to any third party associated with the PURCHASER.

7. The PURCHASER shall plan, design and construct the proposed development scheme on the SAID PROPERTY as per the plans drawn up by him, consisting of various residential and commercial premises and including the external elevation of the building/s, without any reference to the VENDORS. The PURCHASER shall also have the right to name the building project thereon as per his own choice, without any reference to the VENDORS.
8. The VENDORS for themselves and for their successors-in-interest, executors and administrators covenant with, assure and declare unto the PURCHASER and its successors and assigns that the VENDORS have absolute and lawful right with a clear and marketable title to the SAID PROPERTY and are lawfully entitled to enter into this Agreement with the purchasers.
9. The VENDORS do hereby declare that the SAID PROPERTY is not affected by any Order or Notification under any Ordinance, Act, Statute, Rules and/or Regulations, either by Central or State Government and the SAID PROPERTY is not affected by any encumbrances, charges, lien, notices or any prohibitory order of injunction or attachment from any Court of Law.
10. The VENDORS hereby declare and confirm that they have not entered into any agreement for sale of the SAID PROPERTY with any party, other than the PURCHASER herein.




Yantim

Pentim

[Signature]

[Signature]

11. The PURCHASER shall keep the VENDORS fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the VENDORS by reason of any failure on the part of the PURCHASER to discharge its liabilities/obligations including obligations towards prospective purchasers of premises or on account of any act of omission, commission in using the SAID PROPERTY or development being carried on by the PURCHASER on the SAID PROPERTY.
12. Upon receiving its entire balance consideration as mentioned in Clause (1) above and giving satisfactory assurance of meeting the obligations of the VENDORS in (3) above, the VENDORS hereby agree and confirm that it shall convey to the PURCHASER or its nominee/s, the SAID PROPERTY by a conveyance deed or deed of sale and the VENDORS shall duly appear before the Sub-Registrar of Mormugao at Vasco da Gama and admit the execution of such conveyance deed or deed of sale. The costs towards stamp duty and registration fees of such conveyance deed or deed of sale shall be borne by the PURCHASER.
13. The VENDORS, shall at the request of the PURCHASER, do or execute or cause to be done, all such lawful acts, deeds and things whatsoever, including execution of additional legal documentation, if found necessary, for further and more perfectly empowering the PURCHASER and/or his assignee, to carry out the proposed development on the SAID PROPERTY, according to the true intent and meaning of this Agreement.



[Signature]

[Signature]

[Signature]

14. The VENDORS shall save harmless, indemnify and keep indemnified the PURCHASER from or against any defect in title of the VENDORS to the SAID PROPERTY.
15. This Agreement contains the whole agreement between the VENDORS and the PURCHASER, in respect of the subject matter of this Agreement and shall not be modified, otherwise than by in writing duly signed by the parties hereto. There are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement.
16. Any dispute between the parties hereto touching any of the matters of this Agreement shall be resolved by Arbitration in terms of Indian Arbitration & Conciliation Act 1996. Legal jurisdiction for this Agreement shall be "at Vasco da Gama" in the State of Goa.
17. At present the possession of the SAID PROPERTY is not handed over to the PURCHASER.

SCHEDULE I

(Description of the "SAID PROPERTY")

All that property without any special name bearing Chalta Nos. 12, 13 and 15 of P. T. Sheet No. 94 of City Survey of Vasco da Gama, situated at Vaddem, Vasco da Gama, Mormugao Taluka, District of South Goa, State of Goa, as per the survey plan attached as "Annexure-A" hereto, having an area of 2553 square metres. According to Registo Do Agrimensor Taluka of Mormugao the SAID PROPERTY is shown surveyed under Survey No. 971 (originally surveyed under Survey No. 963/1-A) in the name of Fabrica de Igreja de St. Andre Church of Mormugao. From the perusal of Matriz certificate issued by the head of Taluka Revenue Office and Mamlatdar of Mormugao on 19.07.1993 it is observed that the SAID


Antonio Pereira

[Signature]

PROPERTY is enrolled in the Taluka Revenue Office under Matriz No. 124 with the name Cumcho Uddo, (the structure under Chalta No. 15 which earlier belonged to one Mr. Jose Antonio Sequeira on lease as indicated in Form "D" and now stands demolished), as per the survey records the SAID PROPERTY is presently bounded as under:

- On the North : by National Highway 17-A
- On the South : partly by property surveyed under Chalta No. 16 of P. T. Sheet No. 94 and partly by property surveyed under Chalta No. 66 of P. T. Sheet No. 94.
- On the East : partly by property surveyed under Chalta No. 16 of P. T. Sheet No. 94 and partly by property surveyed under Chalta No. 17 of P. T. Sheet No. 94
- On the West : by property surveyed under Chalta Nos. 2, 7, 8 & 66 of P. T. Sheet No. 94

IN WITNESS WHEREOF the parties hereto have herewith set and subscribed their respective hands on the day, month and year first hereinabove written.

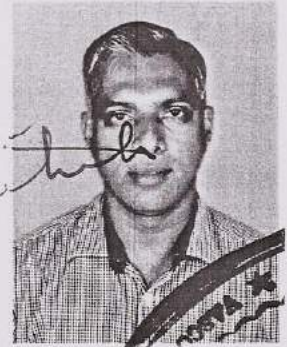


Goutinho

Partinho

[Signature]

[Signature]



Goutinho



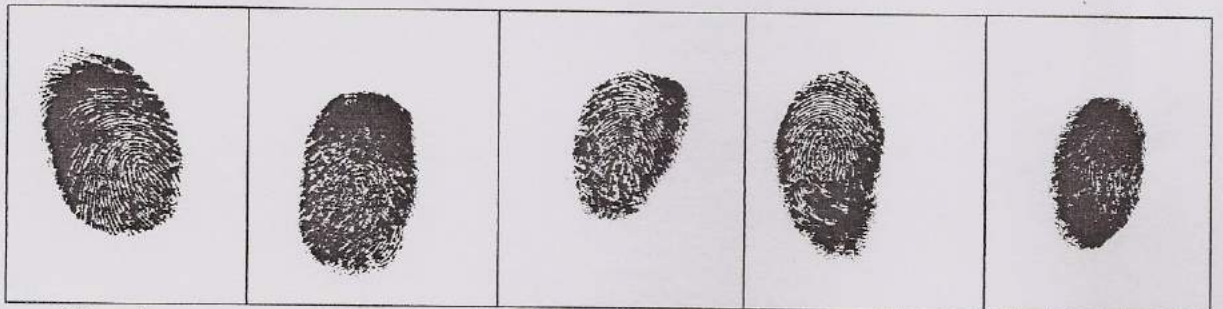
SIGNED SEALED AND DELIVERED
by the within-named VENDORS,
INSTITUTION FABRICA DE IGREJA DE
ST. ANDRE CHURCH, MORMUGAO,
through its President,
FR. GABRIEL COUTINHO

left hand impression



Thumb

right hand impression



Thumb

Goutinho

Pentinho

[Signature]

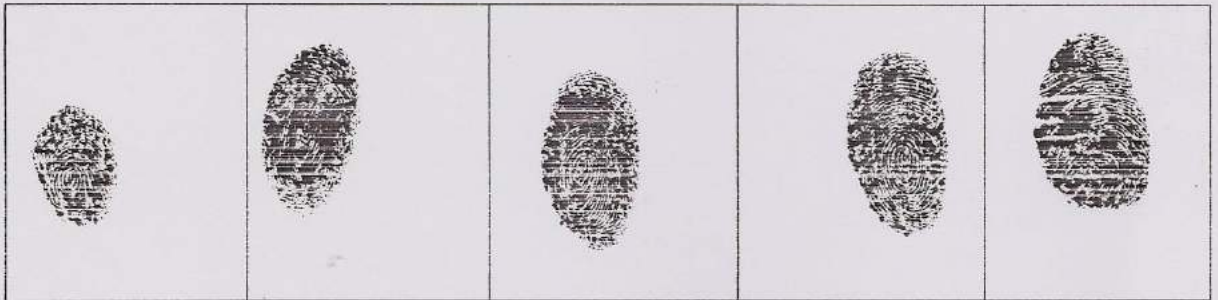


[Handwritten signature]

SIGNED SEALED AND DELIVERED)
 by the within-named VENDORS,)
 INSTITUTION FABRICA DE IGREJA DE)
 ST. ANDRE CHURCH, MORMUGAO, through its)
 Treasurer,)
 MRS. ANNETTE MARIA CONCEICAO COUTINHO)

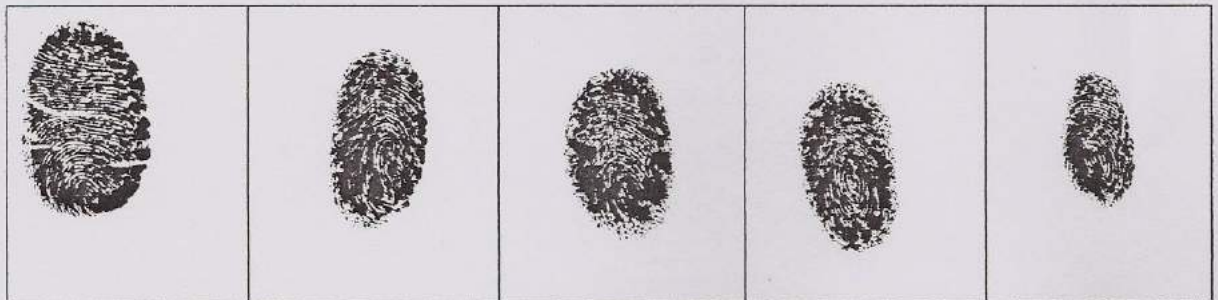


left hand impression



Thumb

right hand impression



Thumb

[Handwritten signature]

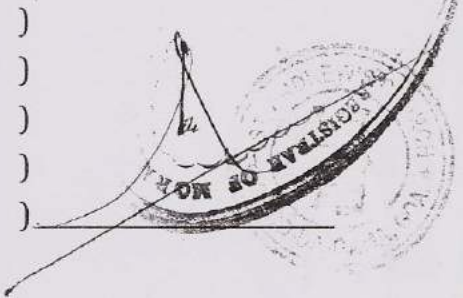
[Handwritten signature]

[Handwritten signature]

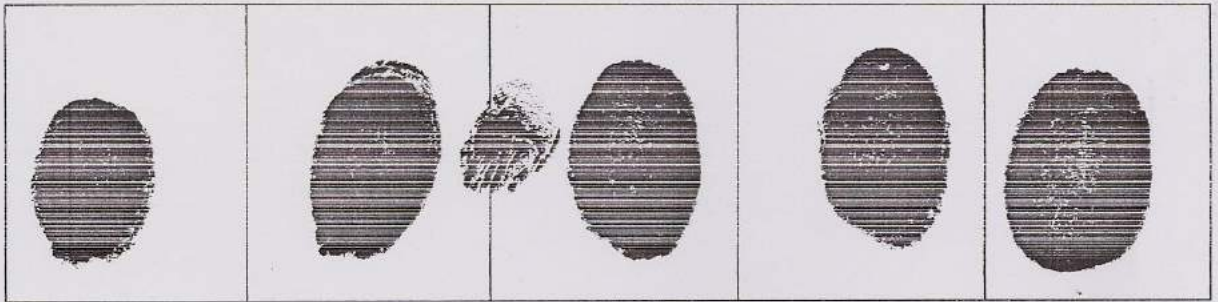
[Handwritten mark]



SIGNED SEALED AND DELIVERED
by the within-named **VENDORS,**
INSTITUTION FABRICA DE IGREJA DE
ST. ANDRE CHURCH, MORMUGAO,
through its Attorney, **MR. APRICIO PEREIRA**



left hand impression



Thumb

right hand impression



Thumb

Apricio Pereira

Perceira

[Signature]



Handwritten signature/initials



SIGNED SEALED AND DELIVERED
by the within-named the, **PURCHASER,**
PRIME BUILDERS, through its Proprietor,
MR. ANTHONY CEDRIC DIAS

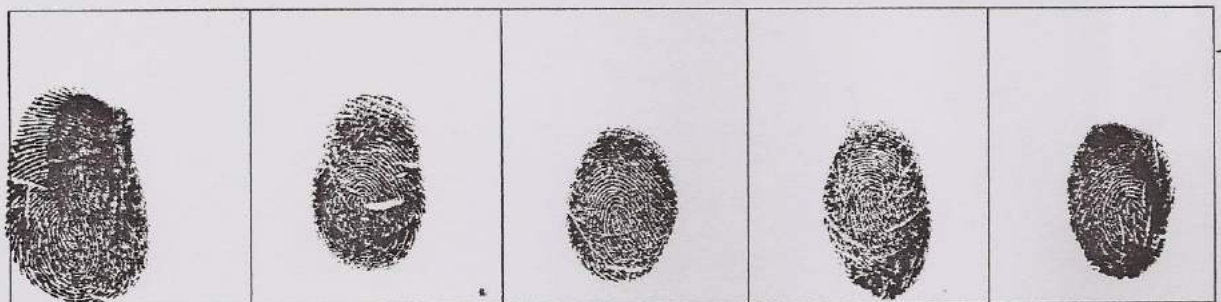
)
)
)
)

left hand impression



Thumb

right hand impression



Thumb

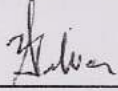
Handwritten signature

Handwritten signature

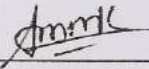
Handwritten signature

Handwritten signature

IN THE PRESENCE OF WITNESSES :

1) SIGNATURE : 


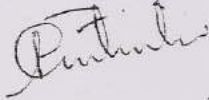


NAME : NICHOLAS D'SILVA

2) SIGNATURE : 

NAME : Mantesh jatti

Enclosure:

"ANNEXURE-A" - Survey plan of the SAID PROPERTY



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
Inspector of Survey and Land Records
VASCO-GO A



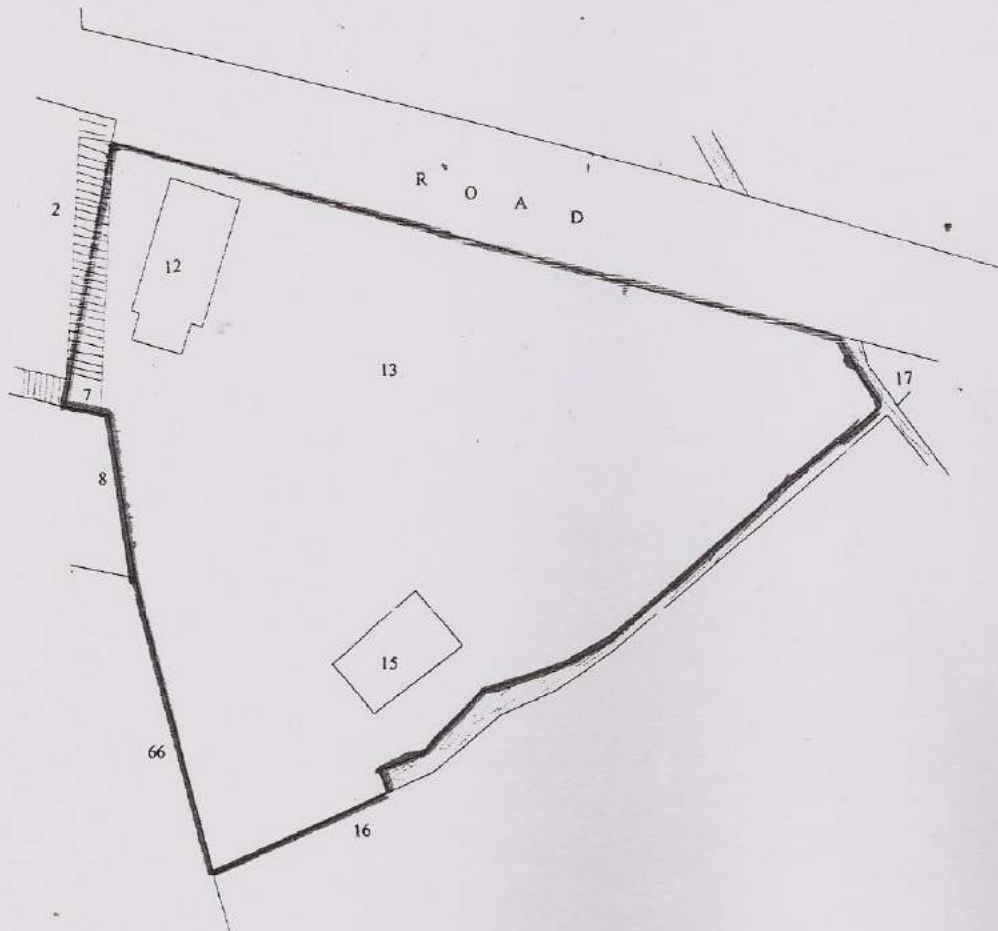
Plan Showing plots situated at
City : VASCO
Taluka : MORMUGAO
P.T.S. No.94 / CHALTA No. 12, 13, 15.
Scale : 1: 500

Inward No. 7419

Amulmaya
(Maya K. Amonkar)



Inspector of Survey & Land
Records, Vasco-Goa .



Generated By : C.S. JALMI
(D*MAN GR.II) On : 01-12-2016



Compared By : Sagar Navelkar (H.S.)

Gentilho

Amulmaya

Sagar Navelkar
Sagar Navelkar



Office of Sub-Registrar Mormugao

Government of Goa

Print Date & Time : 25-07-2018 03:12:24 PM



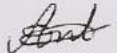
Document Serial Number : 1378

Presented at 12:30:00 PM on 25-07-2018 in the office of the Sub-Registrar(Mormugao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fees	350.00
	Total :	850.00

Stamp Duty Required: 1957500.00 Stamp Duty Paid: 1957500.00

Anant Ajit Prabhu presenter

Name	Photo	Thumb Impression	Signature
Anant Ajit Prabhu, S/o Ajit A Prabhu , UnMarried, Indian, age 25 Years, Service, r/o F-8, A Block, Rukmini Residency, Baina, Vasco da Gama Goa. As a POA for purchaser vide POA dated 24.07.2018 executed before Adv. Vimmy V Redkar Vasco Reg No.1177/2018			



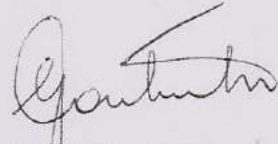
Endorsements

Executant

1 . Anant Ajit Prabhu, S/o Ajit A Prabhu, UnMarried, Indian, age 25 Years, Service, r/o F-8, A Block, Rukmini Residency, Baina, Vasco da Gama Goa. As a POA for purchaser vide POA dated 24.07.2018 executed before Adv. Vimmy V Redkar Vasco Reg No.1177/2018

Photo	Thumb Impression	Signature
		



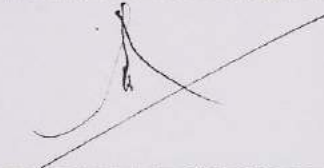
2 . Rev. Fr. Gabriel Coutinho, S/o Late Aranha Coutinho, UnMarried, Indian, age 48 Years, Priest, r/o St. Andrew's Church Complex, Vasco da Gama Goa. As a President of The Institution Fabrica De Igreja De St. Andre Church Mormugao vide resolution dated 09.07.2013

Photo	Thumb Impression	Signature
		

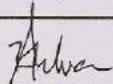
3 . Mrs. Annette Maria Conceicao Coutinho, W/o Sebastiao Da Coutinho, Married, Indian, age 52 Years, Service, r/o Flat No. S-6, smitha Apartments, Near Goa Shipyard Officers Club, Vasco da Gama Goa. As a Treasurer of The Institution Fabrica De Igreja De St. Andre Church Mormugao vide resolution dated 09.07.2013

Photo	Thumb Impression	Signature
		

4 . Mr. Apricio De Ascencao De Cristo De Sa Pereira, S/o Late Mr. Roque Pereira, Widow, Indian, age 68 Years, retired, r/o H.No.74, Bairro, Mangor, Maimolem Road, Vasco da Gama Goa. As a Attorney of The Institution Fabrica De Igreja De St. Andre Church Mormugao vide resolution dated 09.07.2013

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Nicholas D'Silva , S/o Lawrence D'Silva, Married, Indian, age 41 Years, Service, r/o Chicalim, Goa	

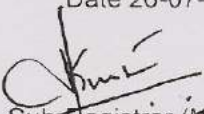
Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune


Sub Registrar
SUB-REGISTRAR
MORMUGAO

Book-1 Document
Registration Number MOR-BK1-01342-2018
CD Number MORD32 on
Date 26-07-2018


Sub-Registrar (Mormugao)
SUB-REGISTRAR
MORMUGAO

Scanned By:-

Sanila Cabral

Signature:-

Sahil

Designed and Developed by C-DAC, ACTS, Pune *bc*