



Original Copy

FORM-T- RECEIPT FOR FEE RECEIVED

OFFICE OF THE CIVIL REGISTRAR CUM SUB-REGISTRAR, TALUKA BARDEZ
REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time: 08/Feb/2017 02:39 PM
Date of Receipt: 08/Feb/2017

Receipt No: 4160
Serial No. of the Document: 404

Nature of Document: Agreement to sale without possession
Received the following amounts from Sri Lindsay Bernard Rodrigues for
Registration of above Document in Book-1 for the year 2017

Rs.Ps

Registration Fee	500.00
Processing Fees	260.00
Total :	760.00

STRAR CUM SUB-REGISTRAR
Amount in Words

Rupees Seven Hundred Sixty Only.

Probable date of issue of Registered Document: / /

M.T.O BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION-OPTIONAL

Please handover the Registered Document to the person named below:

Name of the Person Authorized: Sonia Panyf

Specimen Signature of the Person Authorized

Signature of the Presenter

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to _____ on / /

Signature of the person receiving the Document
Designed and Developed by C- DAC ,ACTS Pune.

Signature of the Sub-Registrar

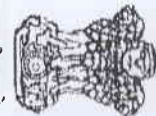
Rupen Ten Lakh Three thousand Two Hundred only

CITIZEN CREDIT
CO-OP. BANK LTD.

Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD
E-320, ALIA DE OUREM
PANAJI, GOA 403 001

D-51STPN/C.R./35/6/2006-BOX(PART-III)



सामग्री 29450 NON JUDICIAL टिप्ट
119291 FEB 07 2017

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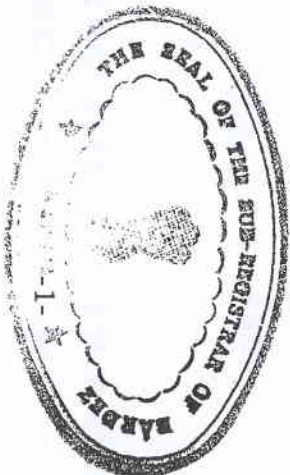
Rs 1033200/- PB6818

INDIA STAMP DUTY GOA

Name of Purchaser

BENNET AND BERNARD custom
HANEL PR LTD

404/2017
08/02/2017



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed at Mapusa-Goa, on this 8th day of the month of February, in the year 2017.

For Benet & B

Director

Director

Am

Engr. V's Sobos

BETWEEN

1. **MR. FRANCISCO JOSE LISBOA ALIAS FRANCIS LISBOA**, son of late Mr. Joseph Francis Lisboa alias Jose Francisco Lisboa alias Jose Francisco Antonio Luis Lisboa, age around 51 years, service, married, Indian National, holding PAN Card bearing No. ADCPL2890E, having Aadhar bearing No. 750757944144, Email-Id:- francislisboa66@hotmail.com, Mobile No.9145636725 and his wife, namely,

2. **MRS. ELISA SHARON LISBOA**, daughter of late Mr. Antonio Jose Oliveira, age 46 years, service, Indian National, holding PAN Card bearing No. AACPO2581Q, having Aadhar bearing No. 491067398728, Email- Id:- s_lisboa@hotmail.com, Mobile No. 9822686725, both residing at Flat No. 24/F1, Kamat Gardens, Near St. Xavier College, Mapusa, Bardez-Goa, 403507, hereinafter referred to as the **"VENDORS"** (Which expression shall unless it be repugnant to the meaning or context be deemed to include their heirs, executors, Successors, Administrators, representatives and assigns) of the **ONE PART**;

AND

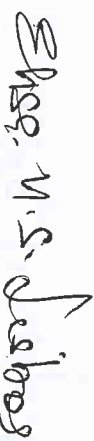
M/S. BENNET AND BERNARD CUSTOM HOMES PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at House No. 160/5, South East Street, Near Finolex Colony, Velvaddo, Quelossim, Cortalim, 403 710, (PAN:AAFCEB6683E), represented herein by its **DIRECTOR, MR. LINDSAY BERNARD RODRIGUES**, age 33 years, son of Mr. Luciano Benedito Rodrigues, bachelor, businessman, Indian National holding Pan Card bearing No. AKKPR4581M, residing at Villa Bel Air, Quelossim, Cortalim, 403 710, vide Board of Resolution, dated, 16/01/2017, hereinafter called as the **"PURCHASER"** (which expression shall unless it be repugnant to the meaning or context thereof be deemed to include its heirs, executors, successors, administrators, representatives and assigns) of the **OTHER PART**;



For Bennel & Bernard Custom Homes Pvt. Ltd.


Director




M.S. Lisboa

WHEREAS there exist a Rustic Property known as "Ferraria" also known as "Sakalwado", having an area of 3125 Sq mts, described in the Land Registration Office of Bardez under No. 27867 at Page 187 reverse of Book B-71, inscribed under No. 20816 at Page 90 of Book G-27, surveyed under survey No. 112/2, situated within the jurisdiction of the Village Panchayat of Assagao, Taluka and Sub-District of Bardez, District of North Goa and State of Goa, more specifically describe in the Schedule-1, hereunder written hereinafter be referred to as "THE LARGER PROPERTY".

AND WHEREAS the Said Larger Property originally belonged to Mr. Vicentinho Jose Lisboa alias Vicente Jose Lisboa, alias Jose Vicente Lisboa, by Deed of Sale with Discharge of Price, dated, 09/12/1926, which deed was executed in the Judicial Division of Bardez, in the township of Mapusa, before Notary Public, Mr. Jose Joaquim Filipe Pinto de Menezes.

AND WHEREAS the Said Larger Property stands described in the Land Registration Office of Bardez under No. 27867 at Page 187 reverse of Book B-71 and inscribed under No. 20816 at Page 90 of Book G-27 of inscriptions.

AND WHEREAS on demise of Mr. Vicentinho Jose Lisboa alias Vicente Jose Lisboa, alias Jose Vicente Lisboa, the Said Larger Property were devolved upon the present Vendor No. 1 and accordingly become well and sufficiently entitled to the Said Larger Property.

AND WHEREAS consequently, the Survey Record Of Rights relating to the Said Larger Property came to be duly mutated in favor of the said Vendor No. 1 herein with the inclusion of his name in the Occupants Column of the Form I & XIV relating to the Said Larger Property as occupied thereof.

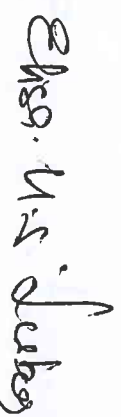
AND WHEREAS the said Vendor No. 1 is the absolute owner in possession of the Said Larger Property and have possessed and enjoyed the same without any interference, interruption, objection, obstruction, opposition, let or hindrance, from anybody whomsoever, until this date and therefore is fully entitled to deal with the Said Larger Property and to dispose off, in the manner that he may wish.



For Bennet & Bernard Custem Higgins Pvt. Ltd.


Director





AND WHEREAS the Vendor No.1 herein is desirous of selling a portion of the Said Larger Property admeasuring an area of 2585 Sq Mts to any intending buyers for valuable consideration.

AND WHEREAS the present PURCHASER is having learnt about the said proposal of the VENDOR No.1 and having approached the said VENDOR No.1, have expressed its readiness and willingness to purchase the Said Portion of the Larger Property, from the said VENDOR No.1, which admeasures an area of 2585 Sq Mts, more hereunder written and has been delineated and shown shaded in red color in the sketch Plan annexed hereto more specifically describe in the Schedule-II, hereunder written hereinafter be referred to as "THE SAID PLOT".

AND WHEREAS VENDOR NO.2 is the moiety sharer of VENDOR NO.1 and hence added as a necessary party to this present Agreement for Sale as an abundant caution.

WHEREAS it has been agreed by and between the parties hereto that the VENDORS shall transfer to the PURCHASER the Said Plot for a total consideration of **Rs. 3,56,25,000/- (Rupees Three Crores Fifty Six Lakhs & Twenty Five Thousand Only)** free from encumbrances, charges and liens whatsoever.

NOW THEREFORE the parties having broadly understood the purpose of the understanding have reduced the same into writing as under:

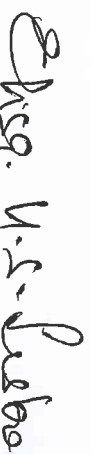
1. The VENDORS hereby agrees to sell the Said Plot to the PURCHASER, for the price of **Rs. 3,56,25,000/- (Rupees Three Crores Fifty Six Lakhs & Twenty Five Thousand Only)**, which is the agreed price for the eventual sale of the Said Plot.

2. THE PURCHASER upon signing this Agreement for Sale, had paid today an amount of **Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only)**, less 1% TDS of **Rs. 25,000/- (Rupees Twenty Five Thousand Only)**, as

For Bennel & Bernard Custom Homes Pvt. Ltd.


Director




Miss. V.S. Lakha



applicable, all by way of Post Dated Cheques, for a sum of Rs. 6,18,750/- (Rupees Six Lakhs Eighteen Thousand Seven Hundred & Fifty Only) in four different cheques, all drawn on Axis Bank, Agacaim Branch, to the VENDORS herein, which are as under:-

- (a) Post Dated Cheque bearing No. 0077733, dated, 20/03/2017,
- (b) Post Dated Cheque bearing No. 0077734, dated, 22/03/2017,
- (c) Post Dated Cheque bearing No. 0077735, dated, 28/03/2017,
- (d) Post Dated Cheque bearing No. 0077736, dated, 30/03/2017 and

the balance residual consideration will be paid by the PURCHASER upon signing the Sale Deed, less TDS as applicable.

3. That the VENDORS hereby agree and confirm to file an Inventory Proceeding on the demise of Mr. Vicentinho Jose Lisboa alias Vicente Jose Lisboa alias Jose Vicente Lisboa, with respect to the Said Larger Property, confirming Two Wills, dated, 06/09/2013, in the said Inventory Proceeding, left by Jose Francisco Lisboa and his wife Cecilia Soares Lisboa, devolving the Said Larger Property upon Mr. Francisco Jose Lisboa Alias Francis Lisboa and his wife i.e. to the Present Vendors herein.

4. That upon furnishing an Order passed by the Hon'ble Judge in the aforesaid Inventory Proceeding, by the VENDORS herein, the balance consideration shall be payable to the Vendors herein and a Deed of Sale between the VENDORS and the PURCHASER shall be executed.

5. The PURCHASER upon signing this Agreement for Sale, confirm and agrees to allow the PURCHASER herein, to do the Conversion Sanad for the Said Plot at its own expenses, and that the VENDORS herein agree to extend full cooperation and support and sign on all the application, NOC, affidavits, declaration required for the same.

6 That the PURCHASER upon signing this Agreement for Sale, confirm and agrees to allow to draw up plans and get it approved by the concerned authorities, obtain all the licenses/permissions/approvals required for the purpose of development of the Said Plot and make the development fit for occupation.

7. That the VENDORS herein agree to execute a Power of Attorney, in favour of the PURCHASER herein, with respect to the aforesaid clauses No. 5 & 6 pertaining to the Said Plot.



For Bennet & Bennet Custom Homes Pvt. Ltd.

Director

8. The VENDORS shall do all the acts and Deeds necessary to transfer and convey the Said Plot to the PURCHASER.

9. In the event the deal does not materialize on account of non-production of title documents as mentioned in aforesaid Clause No.3 by the VENDORS to the PURCHASER herein or the VENDORS refuses to go ahead with the Sale Deed for no fault on part of the PURCHASER, the PURCHASER herein can terminate the said Agreement for Sale and is entitled to receive back the token amount of **Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only)** along with the expenses incurred for the Conversion Sanad and licenses for development of the Said Plot as mentioned in the aforesaid clauses No.5 & 6, within 10 days of termination of the said Agreement for Sale.

10. In the event, the PURCHASER refuses to pay the balance amount and do not wish to go ahead with the Sale Deed without any fault on part of the VENDORS, then 5% i.e. a sum of **Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only)** from the token amount will be forfeited by the VENDORS for loss of business.

11. The VENDORS shall not enter into any agreement, instrument in respect of the Said Plot in favor of any third party nor shall he mortgage the Said Plot in favor of any entity/person and/or shall not create any encumbrance whatsoever nature upon signing of this Agreement for Sale.

12. That the VENDORS assures that the Said Plot are not subject to any attachment or notice or scheme or Legislative Enactment, Government Ordinance, Order or notification or proceedings under Land Acquisition/Requisition, Administration of Evacue Properties Act/Income Tax Act.

13. That the VENDORS assure that there are no previous agreements, mortgages, contractual agreements, contracts, collaterals, demands, liens, injunctions, executive demands, etc. as against the Said Plot.

14. If the PURCHASER after signing the said Agreement for Sale, finds any charges, claims, attachments, previous agreements, mortgages, contractual agreements, contracts, collaterals, demands, liens,



For Bennet & Bernard Custom Homes Pvt. Ltd.

Director

S. S. Suresh Chandra

injunctions, executive demands, notice or scheme or Legislative Enactment, Government Ordinance, Order or notification or proceedings under Land Acquisition/Requisition, Administration of Evacue Properties Act, or any attachment or recovery proceedings under the Income Tax Act or any other act or statute, law or regulation, which stops/hinders the PURCHASER to enjoy the Said Plot, then the VENDORS does hereby agree to save harmless and keep indemnified the PURCHASER from and against all losses, damages, costs and expenses which the said PURCHASER may sustain or incur in respect of the above.

15. Both the parties shall be bound by the specific performance of this Agreement for Sale. That in the event of breach of any above-mentioned terms and conditions, the party making the breach shall be liable for legal action and the costs and consequences thereof shall have to be borne by the party responsible for breach of terms and conditions.

16. The expenses of drafting a Sale Deed, Stamp Duty and Registration Charges and all other consequential charges, taxes shall be borne by the PURCHASER herein.

17. That the VENDORS herein agree to deliver the vacant possession of the Said Plot to the PURCHASER on the day of the registration of the sale deed.

18. That the VENDOR/DEVELOPER and the PURCHASER hereby declare that neither the parties nor the original owners of the Said Property/Said Plot in transaction belong to SC/ST pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

19. This Agreement for Sale is engrossed/printed on stamp papers of total value of **Rs. 10,33,200/- (Rupees Ten Lakhs Thirty Three Thousand & Two Hundred Only)** which is 2.9% payment of the stamp duty that is due and payable on account of the transfer of such immovable property effected by virtue of this Agreement for Sale, which is its market value i.e. a sum of **Rs. 3,56,25,000/- (Rupees Three Crores Fifty Six Lakhs & Twenty Five Thousand Only)**.



For **Bernard & Bernard Custom Homes Pvt. Ltd.**

Director

Chandra Prakash
Chandra Prakash
21.5.2019. W.P.

SCHEDULE-I

(Description of the Said Larger Property)

ALL THAT Rustic Property known as "Ferraria" also known as "Sakalwado", having an area of 3125 Sq Mts, described in the Land Registration Office of Bardez under No. 27867 at Page 187 reverse of Book B-71, inscribed under No. 20816 at Page 90 of Book G-27, surveyed under survey No. 112/2, situated within the jurisdiction of the Village Panchayat of Assagao, Taluka and Sub-District of Bardez, District of North Goa and State of Goa and the same is bounded as under:-

On the North : By the Aforamento of Francisco Xavier de Souza Soto,
On the South : By Public Road,
On the East : By the heirs of Jose Camilo Lisboa,
On the West : By that of Joao Caitano de Souza.



SCHEDULE-II

(Description of the Said Plot)

ALL THAT SAID PLOT known as "Ferraria" also known as "Sakalwado", admeasuring an area of 2585 Sq Mts, which is a portion of the Schedule-I Property, situated within the jurisdiction of the Village Panchayat of Assagao, Taluka and Sub-District of Bardez, District of North Goa and State of Goa and the same is bounded as under:-

On the North : By the property bearing Survey No.110,
On the South : By the Property bearing Survey No. 112/12 & 15 of Assagao,
On the East : By the property bearing Survey No. 110,
On the West : By Pathway beyond which lies Survey No.112/1, 6, 5 & 11 of Assagao.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective heads and seals on this Agreement for Sale on the day, month and year hereinabove mentioned.

For Bennet & Bernar Custom Homes P.v.Ltd.

Director

SIGNED SEALED AND DELIVERED BY THE VENDOR

VENDOR NO.1

MR. FRANCISCO JOSE LISBOA ALIAS FRANCIS LISBOA

Alboa

(MR. FRANCISCO JOSE LISBOA ALIAS FRANCIS LISBOA)

FINGERPRINTS:

Left Hand



2. _____



3. _____



4. _____



5. _____



Right Hand



1. _____

2. _____



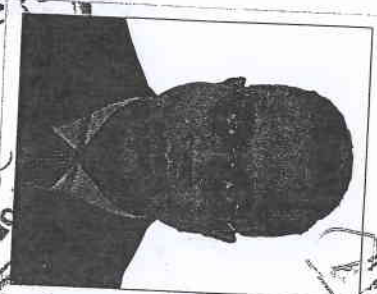
3. _____



4. _____



5. _____



Alboa

For Bennet & Bernard Custom Homes, Pw. Ltd.

[Signature]
Director



Francisco M.S. Lisboa

Alboa

SIGNED SEALED AND DELIVERED BY THE VENDOR

VENDOR NO.2

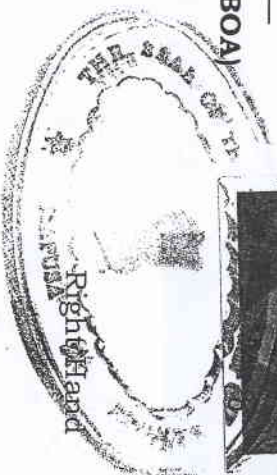
MRS. ELISA SHARON LISBOA

Elisa, U.S. Lisboa

(MRS. ELISA SHARON LISBOA)

FINGERPRINTS:

Left Hand



Elisa, U.S. Lisboa



For Bennet & Bernard Custom Houses Pvt. Ltd.

[Signature]
Director

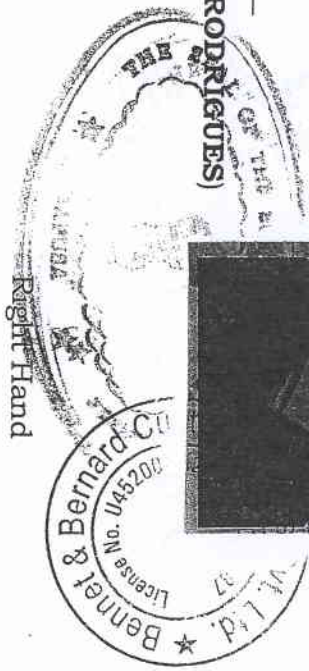
Elisa, U.S. Lisboa
[Signature]

**SIGNED SEALED AND DELIVERED BY THE PURCHASER
PURCHASER:-**

M/s. BENNET AND BERNARD CUSTOM HOMES PVT. LTD
Through its Director,
MR. LINDSAY BERNARD RODRIGUES



(MR. LINDSAY BERNARD RODRIGUES)



FINGERPRINTS:


Left Hand



For Bennett & Bernard Custom Homes Pvt. Ltd.



Director

Shri. U.S. Sharma


WITNESS:

1. *Sonia S. Raut*
(Adv. Sonia S. Raut)

For *Banhiel & Bellidell* *Assistant Director* Pvt. Ltd.

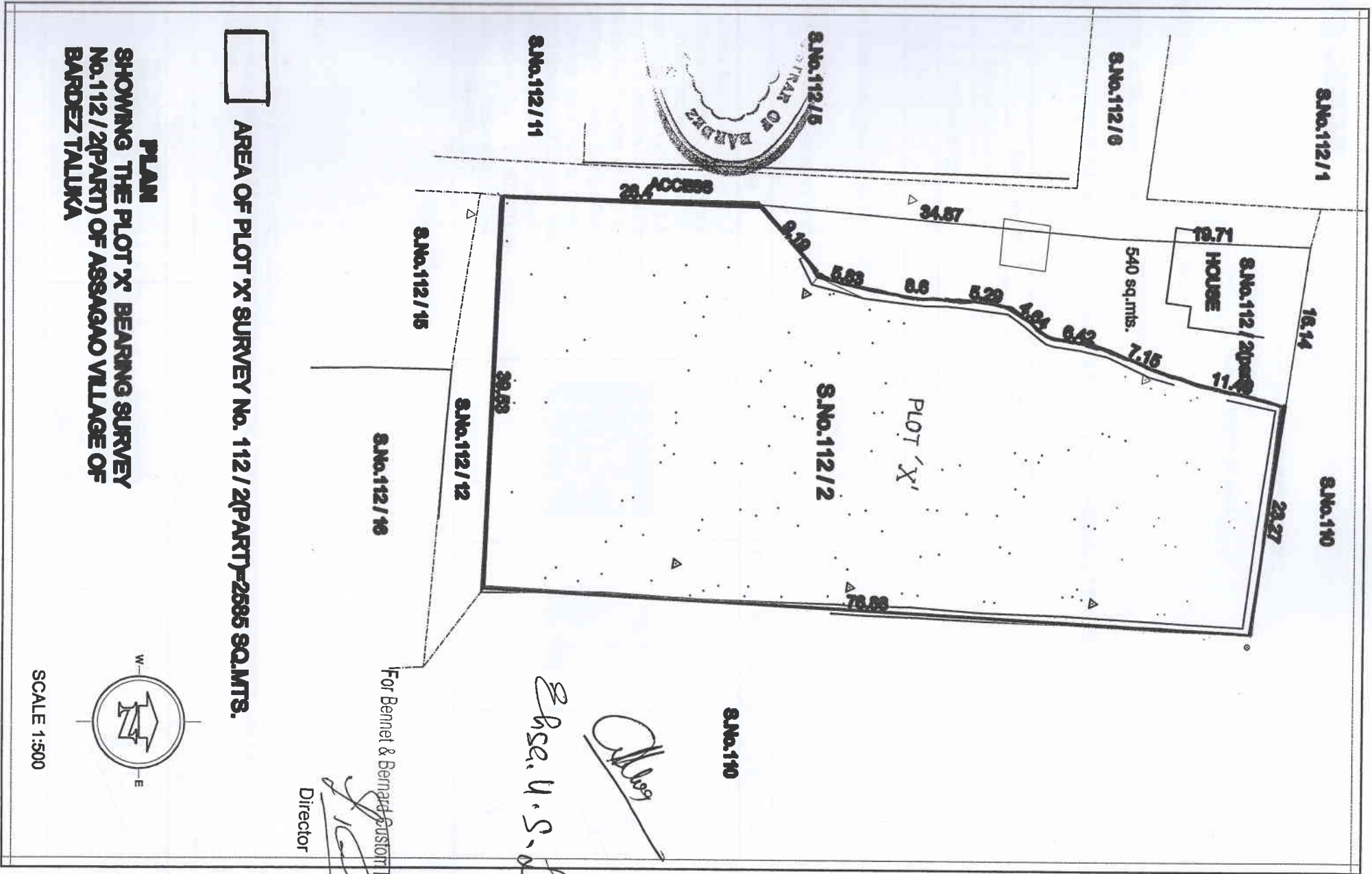
Director

Chitra
Chitra, N.S. Deshpande



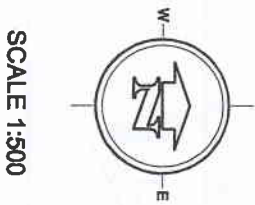
2

Chitra



AREA OF PLOT 'X' SURVEY No. 112 / 2(PART)-2585 SQ.MTS.

PLAN
 SHOWING THE PLOT 'X' BEARING SURVEY
 No.112/2(PART) OF ASSAGAO VILLAGE OF
 BARDEZ TALUKA



For Bennel & Bennel Surveyors Hoopes Pvt. Ltd.
 Director

Rasa. U. S. Subbarao



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 08-02-2017 02:39:29 PM

Document Serial Number : 404

Presented at 02:00:00 PM on 08-02-2017 in the office of the Sub-Registrar (Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fees	260.00
	Total :	760.00

Stamp Duty Required:

1033125.00

Stamp Duty Paid: 1033200.00

Lindsay Bernard Rodrigues presenter

Name	Photo	Thumb Impression	Signature
Lindsay Bernard Rodrigues, S/O Luciano Benedito Rodrigues, UnMarried, Indian, age 33 Years, Business, r/oVilla Bel Air, Quelossim, Cortalim 403710 Pan no AKKPR4581M, Director of M/S Bennet & Bernard Custom Homes Pvt Ltd having reg office at H.no 160/5, South East Street, Near Finolex Colony, Velvaddo, Quelossim, Cortalim 403710, By Board of Resolution Dated 16/01/2017			

Endorsements

Executant




1. Francisco Jose Lisboa@Francis Lisboa, S/O Late Joseph Francis Lisboa, Married, Indian, age 51 Years, Service, r/oFlat no 24/F1, Kamat Gardens, Near St. Xavier College, Mapusa Bardez Goa Pan no ADCPL2890E

Photo	Thumb Impression	Signature


2 . Elisa Sharon Lisboa, D/O Late Antonio Jose Oliveira, Married, Indian, age 46 Years, Service, r/o Flat no 24/F1, Kamat Gardens, Near St. Xavier College, Mapusa Bardez Goa Pan no AACPO2581Q

Photo	Thumb Impression	Signature
		

3 . Lindsay Bernard Rodrigues, S/O Luciano Benedito Rodrigues, UnMarried, Indian, age 33 Years, Business, r/oVila Bel Air, Quellossim, Cortalim 403710 Pan no AKKPR4581M, Director of M/S Bennet & Bernard Custom Homes Pvt Ltd having reg office at H.no 160/5, South East Street, Near Finolex Colony, Velvaddo, Quellossim , Cortalim 403710, By Board of Resolution Dated 16/01/2017

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Adv Sonia Raut , D/O Late Shablo Raut, UnMarried, Indian, age 32 Years, Advocate, r/o H.no 102/B, Khalchawada, Sal Bicholim Goa	

Sub-Registrar

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Book-1 Document
Registration Number BRZ-BK1-00330-2017
CD Number BRZD785 on
Date 09-02-2017

Sub-Registrar (Bardol)

REGISTRAR
BARDOL

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Signature:- *Saleemund*

Designed and Developed by C-DAC, ACTS, Pune