:1399/13 6) 1 भारत 07196 NON JUDICIAL मुवा NX658 Co-Operative Bank Ltd PONDY (Nulto State Scheduled Bank) MAY 09 2013 28883 E SUB-RECUSINA OF Ponda Branch, Royal House Kaziwada, Ponda-Goa-403 401 zero ane equi seven live zero zero 10:41 R.0187500/- PB6651 D-5/STP(V)/C.R./35/8/2006-RD(PART) GOA STAMP DUTY INDIA VIINO NKGSB CO-OP. BANK LTD. Ponda, Goe Branch THE 5 Officer / Manager 34 1435 Serial No. 08 Presented at the 2 2015 Received less for Rs. . Presented at the office of the Sub-Registrar of On O O between the hours of O O O and 1 O on O O NP Registration 100-0 Copying (Follos) 60 Copying Endorsements Q DOOD 9000 Hostaute .. 2012 DADE O 200ma REGISTRAM SUB-REGISTRAR PONDA PONDA AGREEMENT 1 Jour Roman Dostation Dostation phile

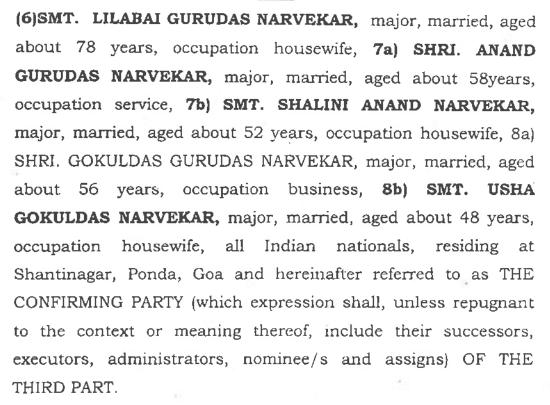


THIS AGREEMENT, made and entered on this 9th day of May in the year two thousand thirteen (9/05/2013) at Ponda, Goa Taluka Ponda, District of North Goa, State of Goa BETWEEN 1a) SMT. LATA BHARAT SAWANT, major, wife of late Bharat Savant aged about 54 years, housewife 1b) MR. BHASKAR BHARAT SAWANT, major, married, aged about 27 years, occupation service, and his wife 1c) MRS. TARA BHASKAR SAWANT, daughter of Mr. Khanka Bir Bardeva, aged about 28years, housewife, both Indian nationals residing at Menezes Bhat, Nessai Sa Jose de Areal, Margao, Goa, 1d) MISS. GAURI BHARAT SAWANT, major, unmarried, aged about 24 years, occupation service, all Indian nationals residing at Menezes Bhat, Nessai Sa Jose de Areal, Margao, Goa 2a) SHRI. DYANESHWAR GANESH MAWALANKAR, major, married, aged about 60 years, occupation business, 2b) SMT. SUNITA DYANESHWAR MAWALANKAR, major, married, aged about 52 years, occupation housewife, both Indian nationals, residing at Varkhand, Pednem, Goa major, married, aged about 55 business,3a) SHRI years, occupation PRABHAKAR PANDURANG GAOKAR, son of Pandurang Gaokar, major, married, businessman, and his wife 3b) SMT. SARITA PRABHAKAR GAONKAR, major, married, aged about 50 years, occupation service, both Indian nationals, residing at Tivrem, Marcel, Goa 4a) SHRI. ARUN VINAYAK GOVEKAR, major, married, aged about 54 years, occupation service, 4b) SMT. ANITA ARUN GOVEKAR, major, married, aged about 48 years, occupation service both Indian nationals, residing at Ambeghol, Bandora, Ponda, Goa and hereinaster referred to as THE VENDORS(which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, and assigns) OF THE FIRST

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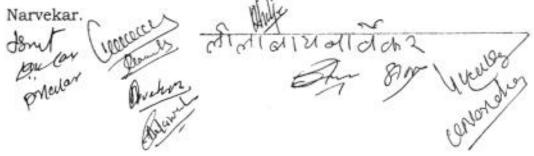
(5) SHRI. KRISHNA SAKHARAM SHETYE, son of Sakharam Shetye, major, married, aged about 53 years, occupation business, Indian National, residing at H.No.9/15/15, Dwarka, Khadpabandh, Ponda, Goa, 403401, proprietor of M/s. S.K. CONSTRUCTIONS, a proprietorship concern having its office at Ponda - Goa, PAN.:AGHPS5875N, represented through its and hereinafter referred to as THE PURCHASER proprietor, (which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors, administrators, nominee/s and assigns) OF THE SECOND PART.

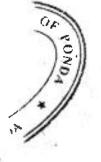
AND



All parties hereinabove are Indian Nationals.

WHEREAS the vendors and the confirming party are the heirs/legal representatives of late Gurudas Govind Shet





AND WHEREAS the vendors and the confirming party herein have inherited a right to the land described in schedule-I written hereunder and hereinafter referred to as THE SAID LAND being half to the confirming party no.1 and the remaining half jointly to the vendors and the confirming party nos. 2a, 2b, 3a and 3b.

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AND WHEREAS the confirming party reside in a house standing in a part of the said land, admeasuring 616sq mts. More particularly described in schedule-II written hereunder and hereinafter referred to as THE SAID PLOT, which house the confirming party desire to reconstruct and renovate within the said plot.



AND WHEREAS the vendors shall institute inventory proceedings for the purpose of distribution of the assets left by late Gurudas Govind Shet Narvekar including the said land and get the same concluded fully and finally.

AND WHEREAS the vendors and the confirming party do hereby declare:

(a) That their title to the said land described in schedule hereto is valid, legal, clear, marketable, unencumbered and subsisting.

(b) That the said land described in Schedule hereto is absolutely free from encumbrances, lien, charges and that there are no dues payable to the Government or any other authorities and/or any statutory body/bodies.

(c) That there are no difficulties legal and otherwise for the sale, free from encumbrances, of the said land described in schedule hereto or any part thereof.

(d) That no attachment or notice from the central or state government or any local body or authority under any Municipal Act or any other Act or any scheme or legislative Enactment, Government ordinance, order or Notification including any Notice/Proceedings for acquisition

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or requisition has/had been received by or upon the them and that the said land described in schedule hereto or any part thereof is not subject to any attachment or certificate or other recovery proceedings under the Income-Tax Act or any statutory law or Regulation / mortgage to any Bank Institutions.

(e) That there is no litigation or any legal proceedings pending in any Court/Tribunal or any other legal impediment in respect of the said land described in Schedule hereto or any part thereof and/or any structure existing thereon.

(f) That except this agreement, they have not entered into and shall not enter into any agreement pertaining to said land and/or effecting their title to the said land described in Schedule hereto or any part thereof.

g) They do hereby indemnify the purchaser in respect of any claims of any parties over the said land or any part thereof.

AND WHEREAS the vendors and the confirming party have offered to sell all their share in the said land to the purchaser herein.

AND WHEREAS the Purchaser considering the aforesaid representations made by the vendors and the confirming party and believing them to be true has agreed to purchase all the rights of the vendors and the confirming party in the said land for a total price/consideration of Rs.18690000/-(Rupees one crore eighty six lacs ninety thousand only).

AND WHEREAS the parties hereto have agreed to reduce the terms of sale in writing, which they hereby do.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. The vendors and the confirming party shall sell to the purchaser and the purchaser shall purchase from the vendors and the confirming party the said land described in schedule

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written hereunder for a total price/consideration of Rs.18690000/-(Rupees one crore eighty six lacs ninety thousand only),out of which a sum of Rs.1557500/-(Rupees fifteen lacs fifty seven thousand five hundred only) payable to the vendors nos.1(a) to 1(d), Rs.1557500/-(Rupees fifteen lacs fifty seven thousand five hundred only) payable to the vendors nos.2(a) and 2(b), Rs.1557500/-(Rupees fifteen lacs fifty seven thousand five hundred only) payable to the vendors nos.3(a) and 3(b), Rs.1557500/-(Rupees fifteen lacs fifty seven thousand five hundred only) payable to the vendors nos.4(a) and 4(b), Rs.9345000/-(Rupees ninety three lacs forty five thousand only) payable to the confirming party at no .6, Smt. Lilabai, Rs.1557500/-(Rupees fifteen lacs fifty seven thousand five hundred only) payable to the confirming parties nos.7(a) and 7(b), Rs.1557500/-(Rupees fifteen lacs fifty seven thousand five hundred only) payable to the confirming parties nos.8(a) and 8(b).

2. Towards part of the consideration, the purchaser has paid to the vendors and the confirming party a total sum of Rs.3500000/-(Rupees thirty five lacs only) being Rs.500000/-(Rupees five lacs only) each by cheques as under:

Cheque No.	Name
063533	Lata Bharat Sawant
063534	Dyaneshwar Ganesh Mawalankar
063535	Prabhakar Pandurng Gaonkar
063536	Arun Vinayak Govekar
063537	Lilabai Gurudas Narvekar
063538	Anand Gurudas Narvekar
063539	Gokuldas Gurudas Narvekar

All Cheques Drawn on The Saraswat Co-operative Bank Ltd -Ponda Goa

3. The balance amount shall be paid to the vendors and the confirming party as under:

i) Rs.1057500/-(Rupees ten lacs fifty seven thousand five hundred only) each to vendors and the confirming parties nos.

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7(a) and 7(b) and 8(a) and 8(b) and Rs.8845000/- (Rupees eighty eight lacs forty five thousand only) to confirming party no. (6) simultaneous to execution of deed of sale in favour of the purchaser and/or its nominee/s within sixty days from the date of conclusion of the inventory proceedings by the court.

4. The vendors and the confirming party, on demand by the purchaser, shall deliver to the purchaser copies of all the documents of title of the said land, duly notarized and shall be entitled to obtain the original title deeds from them.

5. The vendors and confirming party have not entered into any agreement with or in favour of any person/s and have not executed with or in favour of any person/s any deed of sale or Agreement in respect of the said land described in Schedule hereto or part thereof and the vendors shall not execute with or in favour of any person/s any sale deed or agreement in respect of the said land described in Schedule hereto during subsistence of this agreement.

6. The vendors and the confirming party shall make out a clean clear absolute and readily marketable title over the said land to the satisfaction of the purchaser.

7. Subject to the terms hereof and on payment of the entire price/consideration under this agreement and/or any subsequent agreement executed between the parties hereto, the vendors agree to transfer and convey the said land, to the purchaser and / or its nominee.

8. That the vendors and the confirming party shall execute one deed of sale in respect of all their rights in the said land described in schedule-I hereto or more than one sale deeds if so desired by the purchaser. The sale deed/s as above shall, if so desired by the purchaser, be executed in favour of any nominee/s specifically indicated by the purchaser.

9. All the rights, privileges pertaining to permissions, licenses, approvals, if any are obtained by the vendors and the confirming party pertaining to said land from any authority,

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Department, Body council shall stand assigned in favour of the purchaser.

10. In case of any defects are noted/detected pertaining to the title of the vendors and the confirming party over the said land, the same shall be cleared by the vendors at their own cost and expenses and the time for performance of the purchaser's obligation hereunder shall stand proportionately extended in the absolute discretion of the purchaser. In case any such defects could not be rectified by the vendors and the confirming party the purchaser shall be entitled to suspend purchaser's obligation hereunder and seek from the vendor all and whatever expenses incurred by the purchaser pursuant to this agreement as also all the monies paid hereunder.

11. It shall be lawful for the purchaser to ignore any such defects and seek performance of the agreement from the vendors and the confirming party notwithstanding such defects and pay / adjust the balance consideration payable hereunder towards rectification of such defects.

12. The vendors and the confirming party declare that they have already paid all the taxes, land revenues, water charges and electricity charges etc. payable to the concerned departments, and that there are no dues payables to any of the aforesaid authorities. The purchaser shall pay all the outgoings from the date of the vendors and the confirming party put the purchaser in possession of the said land.

13. It is specifically agreed that the confirming party shall be entitled to enter into any further agreement for the purpose of reconstruction/renovation and rebuilding their existing residential house by way of modification and or demolition of the existing house occupied by the confirming party through the purchaser herein at /for consideration of adjusting/set off of the price payable hereunder and acquiring absolute right of ownership in the said plot. All such agreements shall be signed

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and entered into by the purchaser with the confirming party only without any reference or intervention of the vendor, the intention being that the vendor does not desire to have any right of residence in any part of the said land and

14.Either parties to this agreement shall be entitled to specific performance of this agreement.

15.Performance of the obligations and time of payment is the essence of this agreement.

16.All expenses towards the stamp duty, registration charges or any other expenses shall be borne by the purchaser and/or its nominee/s.

17. The possession of the said land is not yet delivered to the purchaser.

18. The confirming party do hereby confirm the present agreement without any claim of preemption so also the vendors do hereby release all their right of preemption over any part of the said land.

19. The vendors and the confirming party do hereby undertake to grant in favour of the purchaser a power of attorney to enable the purchaser to undertake all works of surveying, measuring demarcation, preparation of plans etc of any structure/building proposed to be constructed on the said land.

SCHEDULE-I

(SAID LAND)

All that plot of land admeasuring 1951sq.mts. known as Locondiem described in the Land Registration office of the Judicial Division of Ilhas of Goa, under number 299, new, and bearing matriz number 1032 in the revenue office. Bearing new survey no.174/1 of village Ponda, Taluka Ponda,Goa and situated within the limits of Ponda Municipal Council, Taluka Ponda Goa state of Goa.

bounded as under:

East : By road,

West : By remaining part of the said land,

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North : By rain water drain

South : By remaining part of the said land.

As shown with red colour on the plan annexed hereto And forming part of the larger land admeasuring 1951sq.mts. and bearing new survey no.174/1 of village Ponda, Taluka Ponda, Goa and situated within the limits of Ponda Municipal Council, Taluka Ponda Goa state of Goa.

SCHEDULE-II

(SAID PLOT)

All that plot of land admeasuring 616sq.mts. plot A in which the residential house of the confirming party is located. and is the distinct and separate plot of larger property bearing survey number 174/1 bounded as under:

EAST : by road,

WEST : by reaming part of survey no. 174/1,

North : by rain water drain.

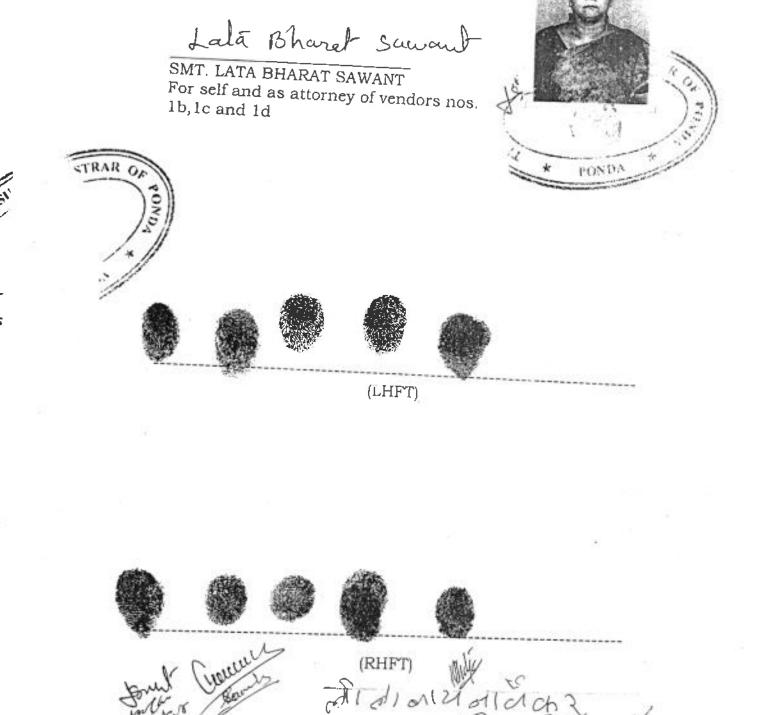
SOUTH : by reaming part of said land.

As shown with red colour on the plan annexed hereto And forming part of the larger land admeasuring 1951sq.mts. and bearing new survey no.174/1 of village Ponda, Taluka Ponda, Goa and situated within the limits of Ponda Municipal Council, Taluka Ponda Goa state of Goa.

The withinamed vendors 1b) MR. BHASKAR BHARAT SAWANT, 1c) MRS. TARA BHASKAR SAWANT, and 1d) MISS. GAURI BHARAT SAWANT are being represented herein by the withinamed vendor Mrs. Lata Bharat Sawant as their attorney, constituted in terms of a power of attorney, dated 25th March 2013, executed before notary public of Ponda, Adv. M.P.Gomes.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on the day and the year hereinabove

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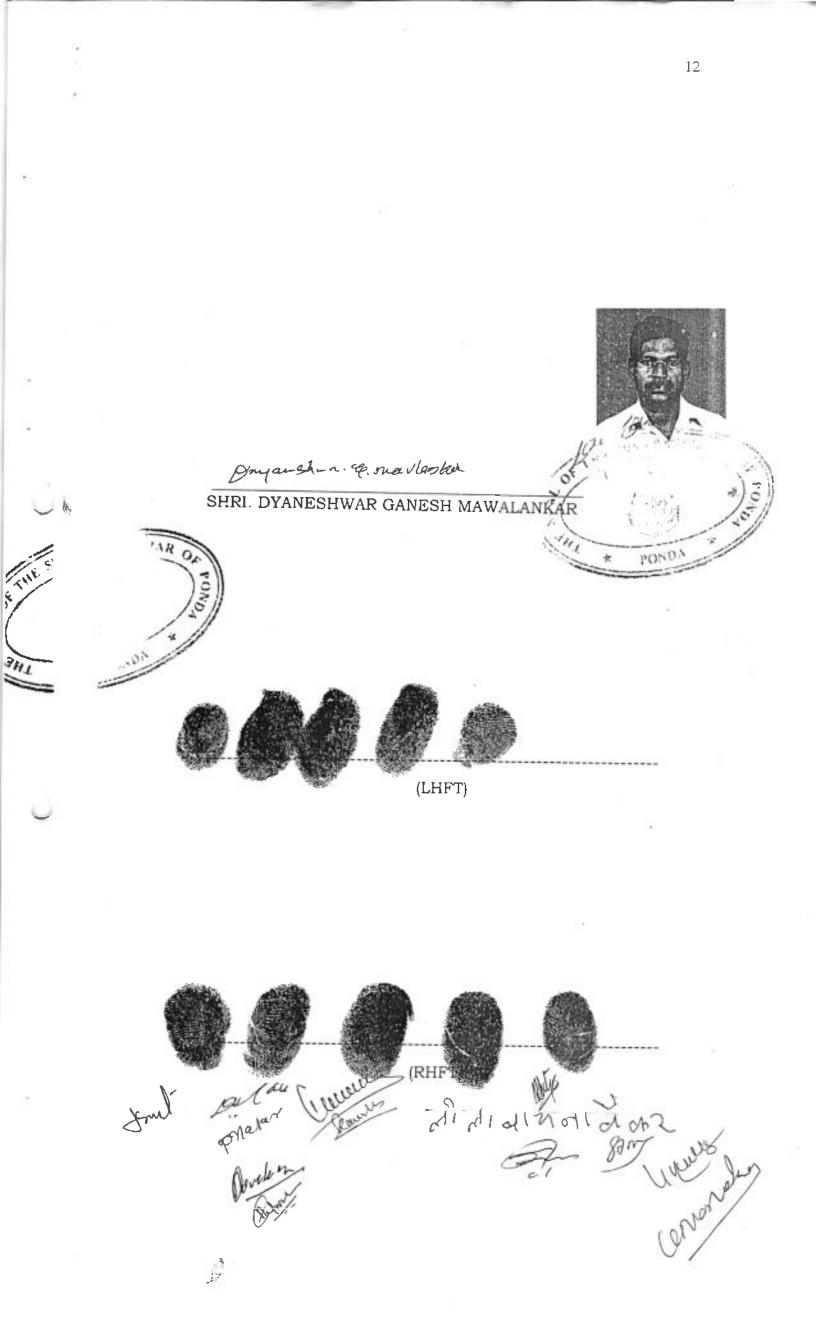
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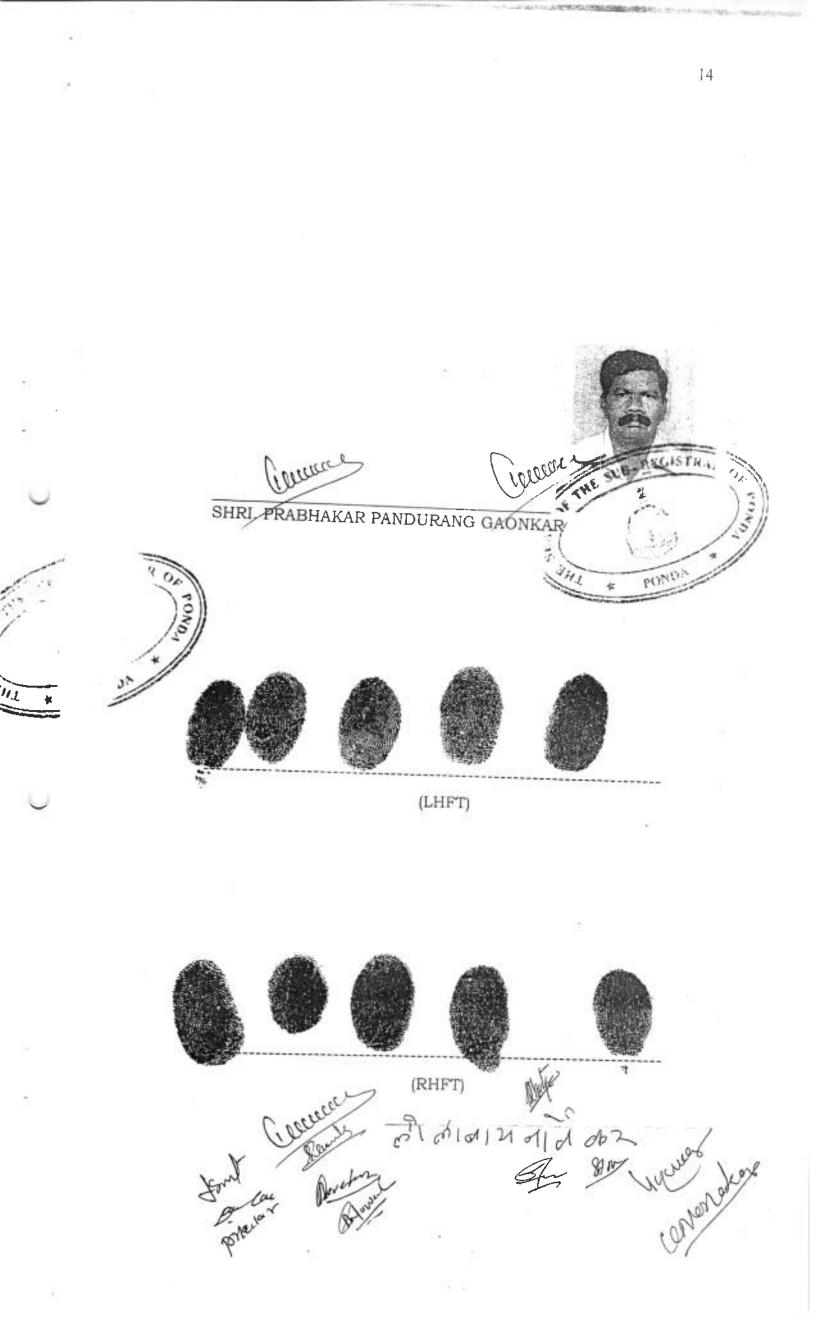
Signed and delivered by the within named vendors

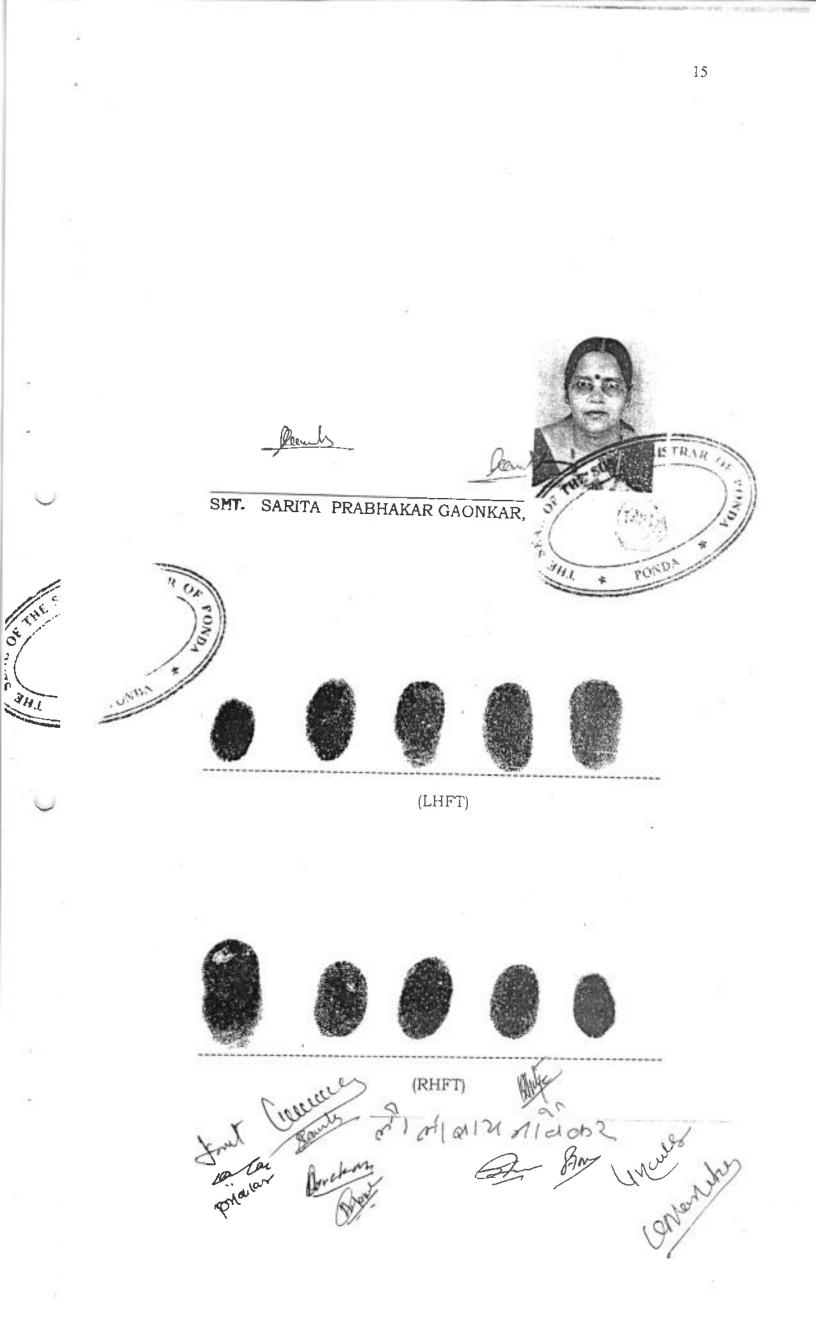
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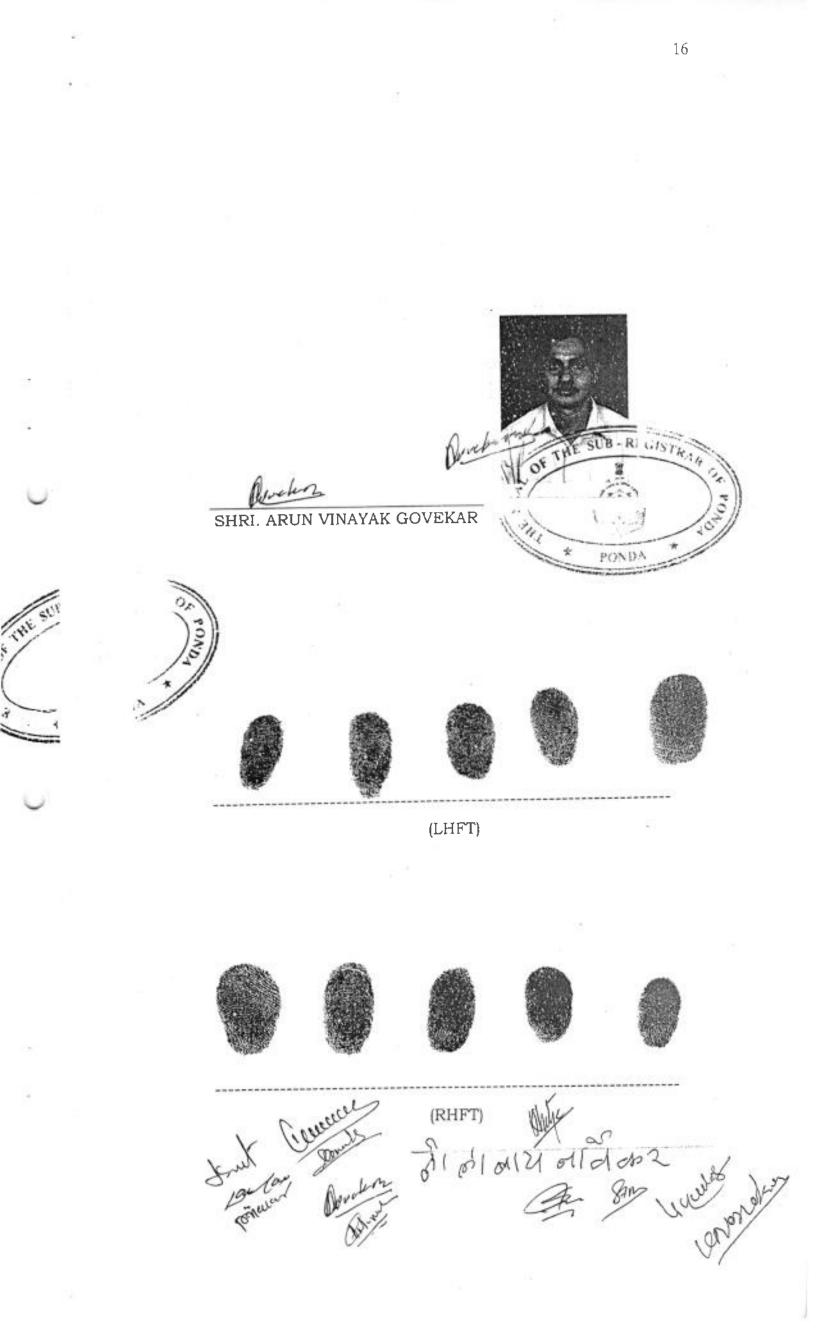
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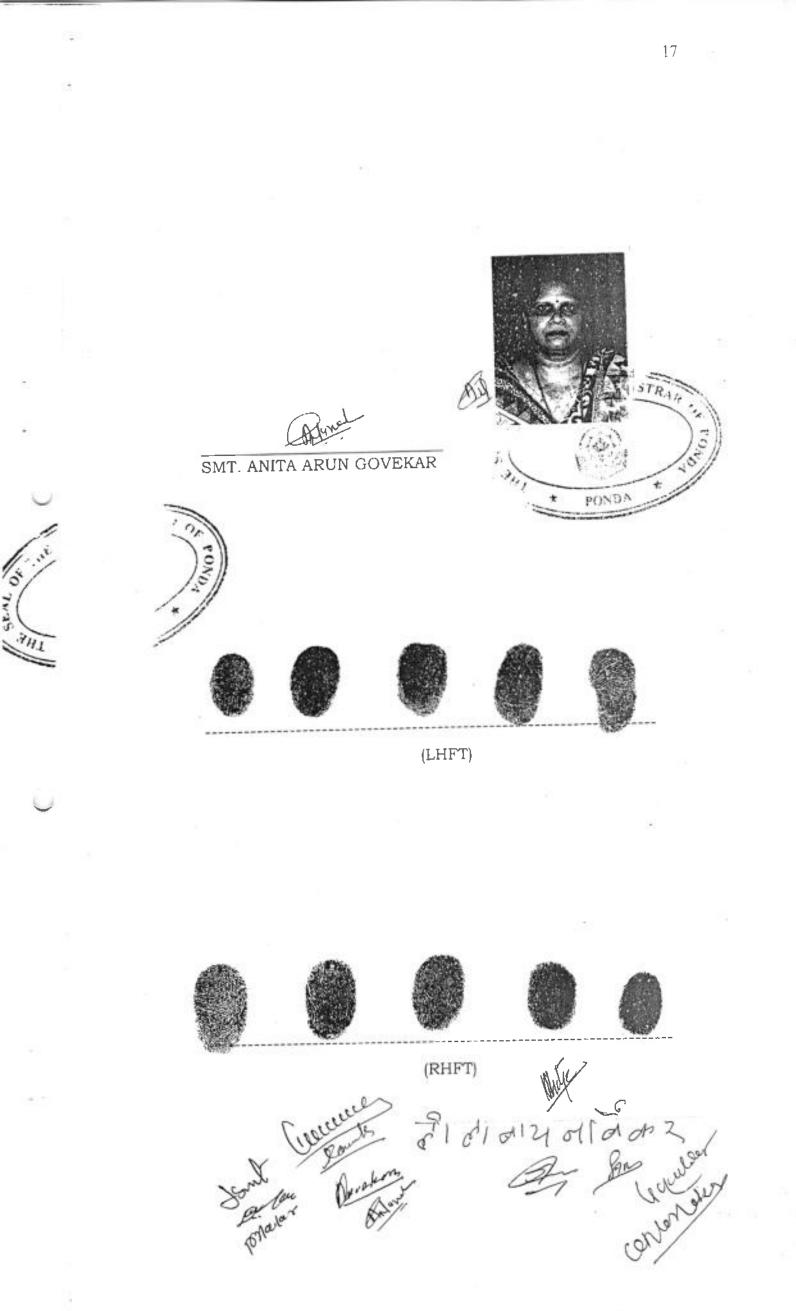


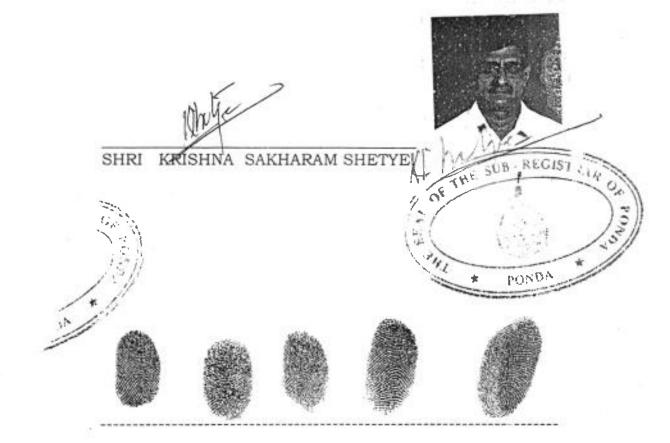
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Signed and delivered by the within named purchaser

(LHFT)



