



AGREEMENT OF SALE

This agreement is entered here at Ponda this 6th day of January 2001 between the following parties: [i] Mrs. JANQUI RAGHURAI POROBO, daughter of Keshav Koradkar, and widow of Raghuvir Shankar Porobo @ Prabhu, housewife, aged 80 years, [ii] Mr. XANCARA R.P. USGAOCAR alias SHANKAR R.P. USGAOCAR son of late Roghurai S. Porobo, married, businessmen, aged 58 years and his wife [iii] Mrs. DEVAL S. P. USGAOCAR, housewife, aged 50 years, [iv] Mr. UDAI R. PRABHU son of late Raghuvir S. Porobo, married, businessmen, aged 52 years and his wife [v] Mrs. SUDHA U. PRABHU, housewife, aged 48 year, [vi] Mr. DHANANJAY R. POROBO son of Raghurai S. Porobo, married, service, aged 46 years, and his wife [vii] Mrs. TANUJA D. POROBO, housewife, major in age, and [viii] Mrs. LATA R. POROBO, daughter of late Raghurai S. Porobo, housewife, aged 40 years and her husband [ix] Mr. EKNATH R. S. NARVEKAR son of Narvekar, married, service, major in age, all residing at Usgao Ponda Goa here in after called to as VENDORS [Vendors [which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, legal representatives, administrators, executors and assigns] of the one part; AND on the other part M/S AKASH BUUILDERS, with Office at Khandepar Ponda represented by its proprietor Mr. RICARDO DIAS son of late Francisco Dias, bachelor, aged 32 years, residing at Kadsal Khandepar, here in after called to as the DEVELOPER/PURCHASER, all Indian Nationals.

SERIAL NO. 32509 PLACE OF VENDOR Ponda DATE 12/1/2001
VALUE OF STAMP 10/-
NAME OF THE PURCHASER Ashw. Nelson Soares
RESIDING AT Ponda Goa A. Soares
FOR THE PURPOSE OF Ag.
SIGNATURE OF VENDOR [Signature]

SIGNATURE OF PURCHASER



WHEREAS the Vendors are the absolute owners of a plot bearing No. 174 of an area of 379.75 sq. metres of the property commonly known as TISK situated at Tisk Usgao within the area and jurisdiction of the Gram Panchayat of Usgao Gaje of the Taluka and Sub District of Ponda of the North Goa District of the State of Goa and which property is not registered in the Land Registration Office but is wholly enrolled in the matríz records under Nos. 88 and 89 and forms part of the survey No. 249 and which plot as a distinct unit is bounded as under:

East - with the public road Usgao Belgaum,
West - with the plot No. 173,
North - with the plot No. 175
South - with the plot No. 171.

AND WHEREAS this plot came to the ownership and possession of the Vendor No. 1 and her late husband by virtue of its purchase made from its previous owner the Comunidade of Usgao by a deed of sale dt. 12th day of July 176 duly registered before the Sub Registrar Office of Ponda under document Serial No. 321 dt. 31.7.1976.

AND WHEREAS the Vendor Nos. 2 to 9 being the sons and daughter in law respectively of the Vendor No. 1 on the death of the said late Ragurai S. Porobo became the joint owners of the said plot along with the Vendor No. 1 who is the mother and mother in law of the said Vendors.



AND WHEREAS the Vendors who know the Developer/Purchaser personally and who is a builder of repute have approached the Builder/Purchaser that they are interested in giving on development the said plot No. 174 and in lieu thereof and towards the price of the said plot the Vendors have demanded a double room flat of an area of 90 sq. metres on the 2nd floor and a one shop of a built up area of 20 sq. metres on the ground floor to which request the Builder/Developer has agreed and having discussed the terms between the parties they have agreed to put down the same which are as under:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That by this agreement the Vendors have agreed to sell the above mentioned plot admeasuring 379.50 sq. metres and thereabouts to the Purchaser/Developer for the purpose of development and erecting therein a building on the plan and design of the Builder/Developer and towards the price of the said plot the Purchaser/Developer has agreed to give to the Vendors at the request of the Vendors one flat of a total built up area of 90 sq. metres on the second floor and one shop of a super built up area of 20 sq. metres on the ground floor, which constitute the total price of the said plot No. 174.

SERIAL NO. 29972 PLACE OF VEND Ande DATE 26/6/2000
VALUE OF STAMP PAPERS 5/-
NAME OF THE PURCHASER Rammath
RESIDING AT Penchwadi
FOR THE PURPOSE Abel
SIGNATURE OF VENDOR [Signature]
SIGNATURE OF PURCHASER [Signature]



2. In view of the above the Vendors have handed over the possession of the said plot to the Purchaser/Developer today and has authorized the Purchaser to carry on with the development activity as per the plan and design of the Purchaser/Developer and for which purpose the Vendors have given an irrevocable power of attorney to the Purchaser/Developer in view of the present agreement without which the Purchaser/Developer shall not be in a position to develop the said plot.

4. The Purchaser/Developer shall be free to enter into any agreement of sale in respect of the remaining shops, flats, go downs, offices or garages that may be constructed in the proposed building after excluding the one flat and a shop agreed to be given to the Vendors which flat and shop are shown in the plan hereto annexed, and get the said agreements and deeds duly registered, authenticated as the case may be and for this purpose receive any money, advances, considerations etc. from the proposed purchasers without which the said building cannot be erected and carry on with the work of the said building as per the approved plan.

5. The Purchaser/Developer is hereby free to get the said plot amalgamated with the adjoining plot/s and utilizes the FAR that may be available of the plots for the construction of the said building or joint buildings provided that the Vendors shall get the one flat and a shop as per the terms and specifications agreed upon herein.



6. The Purchaser/ Developer shall make use of the additional FAR hereafter for his own use if available due to the change in the building by laws or the change in the development plans or any other changes and the Vendors shall not claim any additional benefits either in cash or kind due to such change in FAR from the Purchaser/Developer hereafter.

7. The Vendors hereby state that they have not entered into similar agreements with third parties nor have received any considerations or advances from third parties and that besides the Vendors there are no other heirs, legal representatives or interested parties to the said land/plot and in case of any claims raised by third parties it shall be the full responsibility of the Vendors to clear such claims. The Vendors hereby undertake to produce all the necessary documents of title that may be required by the Purchaser/ Builder hereafter so as to perfect the title of the Vendors at the cost and expense of the Vendors, specially the Deed of Succession and/or Inventory proceedings on the death of Ragurai S. Porobo within a period of 90 days from signing of this agreement.

8. The Vendors shall not spend a single pie in the construction of the said building or the one flat and a shop agreed to be given by the Purchaser/Developer to the Vendors which flat and shop shall be constructed as per the specifications agreed upon and as per the plan annexed hereto and any item beyond the specifications shall be treated as an extra item and the Vendors shall be bound to bear its cost before the possession of the said flat and shop is taken by the Vendors.

9. Upon possession of the said flat and shop being delivered by the Purchaser/Developer to the Vendors, the Vendors shall be entitled to get the said flat and shop duly transferred in their names in the competent offices including the Gram Panchayat at the cost and expanse of the Vendors. The Vendors shall be free to inspect the work being carried on by the Purchaser/Developer as also check the materials used at the time of the construction work.



10. If the Vendors desires to make any changes in the specifications if permitted by the Purchaser/Developer they will have to pay in advance the additional cost arising therefrom before the said work is taken up for execution, which request or change shall be in writing and for the purpose of payment the same shall be considered as extra item and the said amount shall be paid in advance. Any work beyond the specifications shall be treated as extra work irrespective of the writing between the parties.

11. The Vendors shall at no time demand partition of their interest in the said building and the land if any being agreed and desired by the Vendors that their interest in the said property is impartible.

12. The Vendors hereby covenant with the Builder/Developer that they shall not hold the Builder/Developer liable for any additions, alternations or improvement that may have to be made to the original plan at the instance of the Municipality or Town and Country Planning or any other authority concerned.



13. The Vendors shall be bound to sign all the papers and documents and do all other things and matters as the Builder/Developer may require the Vendors to do from time to time on their behalf for safeguarding inter alia the interests of the Vendors and other holders of the said building.
14. The Vendors shall not cause any hindrance or raise any objections during the execution of the work by the Purchaser/Developer as per the plans approved by the competent authorities and under instructions from the architect and engineers.
15. The Vendors hereby agree to pay to the Builder/Developer the necessary amounts towards the deposit kept by the Builder/Developer with the Electricity and Water departments as also to pay and contribute the amounts toward taxes, impositions or fines etc. to the Panchayat or other government departments, which may have paid by the Builder/Developer on behalf of the Vendors before taking possession of the said flat and office. The Vendors also agree to become the member of the Co-operative Housing Society that may be formed by the owners of the building and contribute their share in the said Society or towards the maintenance of the building or whatever expenses towards the formation of the Co-operative Housing Society and its legal expenses. The Vendors undertakes to bear the legal charges, stamp duty, advocate fees and such other incidental charges which may accrue hereafter of the said transactions.
16. The Vendors shall not object for further construction activity to be carried on by the Builder/Developer in view of the increase of F.A.R. of the said building or land or in view of the change of the land rules, building

by laws or such other modifications whereby the Builder/Developer can construct additional floor, provided that the plans are passed for the said additional construction by the competent authorities. The Purchaser shall also not object for the amalgamation of the said plot with other plots for the purpose of joining one or more buildings therein as per law in force.



17. The possession of the shop of a built up area of 20 sq. metres situated on the lower ground floor shall be handed over to the Vendors within a period of 24 months and the flat of an a built up area of 90 sq. metres within a period of 36 months from obtaining the final licence from the Gram Panchayat of Usgao Ganjem.

18. The Builder/Developer shall be entitled to extension of time if the building materials or such other raw materials are not available easily or due to such other circumstances which are beyond the control of the Builder/Developer which extension shall be certified by the Engineer/Architect of the Builder and shall be binding on the Purchaser.

19. The Vendors shall assist and help the Builder/Developer to get all the documents and papers which may be required hereafter as also give all the necessary signatures, NOC's, affidavits, statements of any other writing which may be required by the Builder/Developer from time to time.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands the day and place here in above mentioned in the presence of two witnesses.

Ponda, this 6th day of January 2001.



The Vendors:

1.

2.

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4.

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7.

8.

9.

Udai R. Prabhu

S. U. Prabhu

लता ए. नारवकर

Eknath R. Narvankar

The Purchaser.

For M/s Akash Builders

Proprietor

The witnesses:

2. Trade



Structure: RCC frame structure.

Flooring: Flooring will have grey cement tiles, bathroom and W.C will have spartex or ceramic tiles,. Bathroom side wall will have 1.5 mts tiles with 1 by 1 cudappa tiles on floor and W.C will have 90 cms. tiles on wall side.

External décor: The building will be painted with two coats of cement paint or other equivalent.

Kitchen: Kitchen will have a cooking platform with cudappa tiles and in cudappa sink. A dado of four rows of white glazed tiles shall be provided for the wall near the platform.

Toilets: Toilet blocks shall consist of an Indian Commode for both the flats and provision shall be provided for additional W.C. and bathroom. The



existing toilet and electrical installations: The installations will be of copper wire through rigid pipes or casing. Bedroom will have one light point, one fan point, one plug, one switch board. Living room will have two light points, one fan point, one plug, one switch board and one plug on separate board. Kitchen will have one light point, one three pin board 15 amps power plug. There will be one light point in verandah, wash basin, lobby, W.C. and bathroom. The bathroom will have one 3 pin point 15 amps power plug. There will be a bell point near entrance door.

Extra work: Extra work to be executed on request of flat owner will be as per the prevailing market rates and should be paid in advance.

Ponda, 12th day of January 2001.

I DO HEREBY ATTEST THAT THIS IS THE TRUE
COPY OF THE ORIGINAL / THE SIGNATURE OF
RETRO OF *the above executants*
who admit the contents of this
Agreement of sale, when read over.

MADE BEFORE ME AND SIGNED BY ME
NOTARY OFFICE AT PONDA

THIS 12th DAY OF JAN. 2001

REG. NO. 18747

THE NOTARY

NELSON SOARES



