

गोवा GOA Additional Stamp Paper C. NO. ACISTPIVENIO7/2015 DT. 11/12/2015 siding fends go

Signature of the Purchaser

AGREEMENT OF SALE

Durgadas Vishnu Bhat Dhavalikar, married, business, aged 52 years, holding AND M/s GOLDEN PROPERTIES with office at Dhavali Ponda Goa and of Shankar Dundappa Musale, housewife, aged 63 years, holding PAN CARD 2018 between the following parties: [1] Mr. SURENDRA GURUSIDAPPA represented by its Prop. Mr. SANDEEP DURGADAS DHAVALIKAR son of meaning thereof mean and include its successors and assigns] of the one part PARTY VENDOR [which expression shall unless repugnant to the context or H.No. 65, Haveli Curti Ponda Goa here in after called to as the FIRST No.EPEPM1386G and AADHAR CARD No. 4933 5745 9594both residing at years, holding PAN CARD No. AFDPG4736R and AADHAR CARD No. 6377 MUGERI son of late Gurusidappa Tipanna Mugeri married, business, aged 69 7865 2707 and his wife [2] Mrs. SAROJINI SURENDRA MUGERI daughter This Agreement of Sale is entered here at Ponda this 17th day of October

Jus. S. S. Muger,



PAN CAR CARD No. ABTPD9640F and AADHAR CARD No. 5180 4316 2286 residing at H.No. 410. Opp. I.V.B.D. High School, Dhavali Ponda Goa here in after called to as the **SECOND PARTY/PURCHASER/DEVELOPER** [which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns] of the other part. The above parties are Indian Nationals.

in which there exists a residential House bearing H.No. 65 and various other structures in and around the said residential house in the property known as BHORODO TICAN @ BHARAD THIKAN situated at Village Curti within the area and jurisdiction of the Village Panchayat of Curti Khandepar of the Taluka and Sub District of Ponda of the South Goa District of the State of Goa and which land as a whole is registered in the Land Registration Office of Ilhas Goa under No. 12154 of Book B 32 new and also wholly enrolled in the Matriz records under No. 520 and is separately surveyed under No. 61/7 of Village Ponda with an area of 1250 sq. metres and which lot as per the survey plan is bounded as under:

East : by the road leading to Savoi Verem,

North: by the survey No. 61/6,

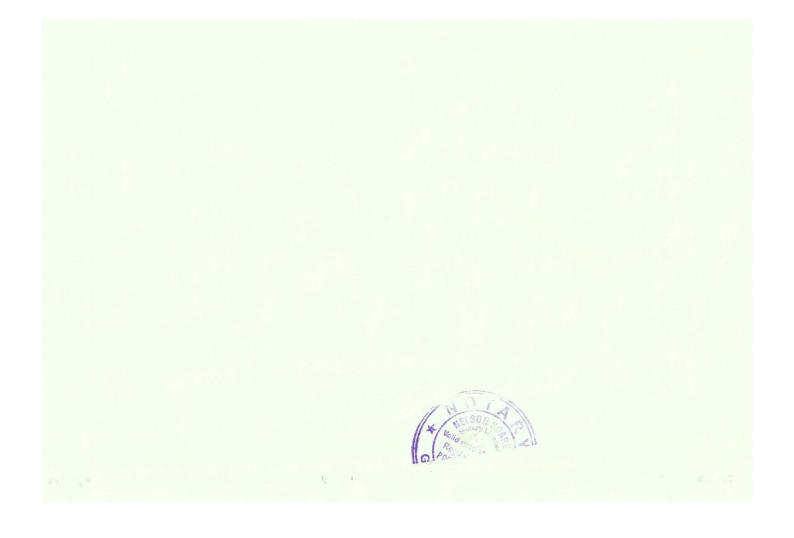
West: by the survey No. 60/1

South: by the survey No. 61/8

Which description is also repeated in the Schedule herein below.

AND WHEREAS this land and the houses thereon came to the ownership and possession of the First Party by virtue of its allotment made to them by their father and father in law respectively by name Gurusidappa T. Mugeri and his wife Mrs. Gaurava G. Mugeri by two separate Will Deeds both dt. 3rd day of February1992 duly executed and registered before the Notary Ex oficio of Ponda under Book of Wills No. 23 at pages 74 onwards.

AND WHEREAS the said land came to the ownership of the said late Gurusidappa T. Mugeri by virtue of its purchase made by him from the previous owner Mulam Mamod Husen Muzavar and wife by a Deed of Sale dt. 3rd day of October 1962 duly executed before the then Notary of Ponda Court Shri Tatu Naik in the Book of Deed No. 351 at pages 36 onwards.



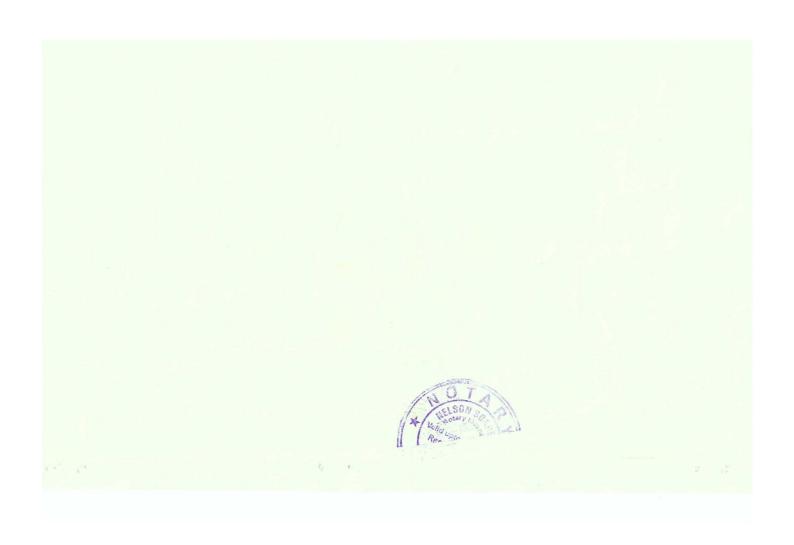
AND WHEREAS in the said land there exists the residential house of the First Party bearing H.No. 65 and various other structures in and around the said land which are leased and/or rented to various persons and the said land is solely surveyed in the name of the First Party Mr. Surenda G. Mugeri under No. 61/7 of Village Ponda without any tenants, Mundkars or any other person/s or persons having any right to it.

AND WHEREAS the First Party wanted to demolish the said residential house and the other structures existing in the said land and put up a residential cum commercial building but due to financial difficulties and age of the First Party the First Party has approached the Second Party who is a Builder/Developer and has requested him to take up the construction work at his own cost and expense and for which purpose the parties hereto have sat together and had various meetings an discussed the terms which would govern the present Agreement to be entered hereafter and having been satisfied with the terms agreed they have put the same down as under:

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. That by this Agreement the First party has agreed that the Second Party who is a Builder/Developer take up the work of construction in the said land as per the design, plan and cost of the Builder/Developer and towards the price of the said land the Builder/Developer shall give to the First Party an area of 515 sq. meters of super built up area approximately whose total value is calculated as Rs. 1,22,40,000/- [Rupees one crore twenty two lakhs forty thousand only] out of which a sum of Rs. 40,00,000/- [Rupees forty lakhs only] is being paid by way of various cheques and the balance sum of Rs. 82,40,000/- [Rupees eighty two lakhs forty thousand only] being the value of the flats, shops bungalow etc., which is enumerated herein below. The amount of Rs. 40,00,000/- [Rupees forty lakhs only] is being paid as under:

Towards the outstanding loan in the V.P.K. Co-op. Credit Society Ponda Branch by way of a D.D. bearing No. 255394 drawn on the Karnataka Branch Ponda Branch



GOA dt. 18.06.2018.. By way of a post dated cheque bearing Time of putting the foundation of Block A. And the balance sum of shall be paid at the Time of the commencement of the plinth Obtaining the N.A. from the Office of the Dy Rs. 40,00,000/- shall be paid as under Is paid today drawn on the Karnataka Bank By way of a cheque bearing No...... Bank Ponda Branch dt. 21.06.2018. No. 706403 drawn on the Karnataka The Second installment shall be paid at the Collector SDO Ponda Ponda Branch dt..... The first installment shall be paid after otal Rs. 5,31,079-00 Rs. 1,98,921-00 Rs. 10,00,000-00 Rs. 2,70,000-00 Rs. 10,00,000-00 Rs. 10,00,000-00 Rs. 40,00-000-00

2. The First party shall deliver the vacant possession of the said main house occupied by the First Party within a period of one year from signing of this Agreement and the remaining area consisting of small sheds, structures, rooms etc. within one month from the date of signing of this agreement to the Second Party so that the Second Party is free to commence the construction activity in and around the residential house of the First Party. The Second Party is hereby authorized to demolish the said structures, sheds, rooms etc. which area beyond the residential house of the First party within the time hereby allotted.

- 3. All the expenses of construction, development, permission, sanctions, licenses and other requirements needed to commence the construction work shall be done by the Second party for which the First Party shall give an Irrevocable Power of Attorney to the Second party to carry out the said works.
- 4. The parties hereto may enter into further Agreement's appended to the main Agreement with any modifications, changes etc. either to be registered before the Sub Registrar Office of Ponda or before the Notary Pubic at the cost and expense of the Second party with a view to give a proper title to the Second



Party / Builder to carry, commence and complete the work of construction undertaken by him.

- 5. The Second party being fully satisfied with the documents of title of the First Party has taken upon himself the work of construction in the said plot of land as per the Rules applicable in the State of Goa.
- 6. The flats, shops, Duplex Bungalow and corresponding garages to be allotted to the First Party/Vendors are shown in the plan hereto annexed duly signed by the parties which shall have a 5 metres height.
- ij On the ground floor four shops being one Shop bearing No. A5 admeasuring 2.83 X 8.77 meters. The second Shop bearing No. A6 admeasuring 2.86 X 8.77 meters. The third Shop bearing No. A7 admeasuring 2.83 X 4.68 meters and the fourth Shop bearing No. A8 admeasuring 2.83 X 2.89 meters. The above areas are by approximation which is calculated to 85 sq. metres or thereabouts.

GOA

- ii] Duplex Apartment on the First Floor in Block A and Second Floor in Block A admeasuring 183 sq. metres approximately.
- iii] Four flats in Block A being two on the First Floor bearing No. AF1 admeasuring 52.35 sq. metres and Flat AF2 admeasuring 52.35 sq. metres. Two flats on the Second Floor being Flat AS1 and AS2 each admeasuring 52.35 sq. metres each approximately along with two parking lots on the ground level.
- iv] One single bed room flat on the first floor in Block B being flat BF1 admeasuring 39.90 sq. metres approximately.

The above five flats are single bed room flats on the first and second floor respectively in Block A and B

The exact area of the shops, Duplex Apartment and the Four flats shall be finalized on obtaining the Final Licence and Occupancy certificate from the Office of the Village Panchayat Curti Khandepar.

7. The First Party hereby state that the said land hereby agreed to be given to the Second Party is free from any and all encumbrances, charges, liens, burdens or any other responsibilities and that the First Party has not entered



into any agreement with third parties and in case of any claims raised by such parties it shall be the sole responsibility of the First Party to answer such claims and keep the Second Party indemnified of such losses which may be caused to him due to such claims.

- 8. Possession of the Duplex, shops and flats shall be handed over to the First Party within a period of three years after obtaining the final Licence from the Office of the Village Panchayat of Curti Khandepar.
- 9. Failure to hand over the possession of the above Duplex Bungalow flats, shops, garages etc. within the time agreed upon then the Second party shall be liable to pay a monthly compensation of Rs. 10,000/- [Rupees ten thousand only] to the First Party toward the compensation/rent/income which the First Party would have accrued from the same.

 10. The construction activity, the elevations, structural and allied services shall be as per the approved plan and within the Bye Laws, rules and
- 5. The First Party/Vendors shall not object the Purchaser/Developer to sell or dispose off the flats, shops, garages, offices, etc. which form part of the said building with the exception of the shops, flats and Duplex Apartment reserved to the First Party/Vendors. The Purchaser/Developer shall be free to enter into any agreements, deeds, mortgages, releases and get the said portions sold to third parties with the First Party/Vendors as Consenting parties. Mortgages if any shall not include the premises or structures reserved to the First Party/Vendors

Upasani and Engineer Mr. Manoj Amshekar

regulations as per the municipality, PDA and statutory Government authorities, and shall be as per the directives of the architect Mr. Mandar

- 6. The First Party/Vendors shall sign all the documents agreements, deeds which may be required from time to time by the Purchaser/Developer provided that Purchaser/Developer keeps up to the terms of the Agreement.
- 7. The First Party/Vendors have represented hereby that they are the sole and exclusive owners of the said portion and in case of any claims raised by

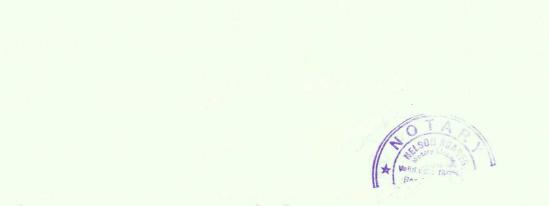


any third party in respect of the said portion or any part thereof such claims shall be cleared by the First Party/Vendors at their own cost and expense and the time involved in such case shall be deducted in the time given for possession of the residential bungalow of the Vendors.

- 8. The Parking and open space shall be properly developed by the Purchaser/Developer as shown in the Plan annexed hereto.
- 9. In case of disputes between the parties they shall settle the same among themselves with the help of the Architect Mr. Mandar Upasani and Engineer Mr. Manoj Amshekar with office at Ponda and on their failure to settle the same, the parties shall take recourse to law open to them.

FGOA

- activity carried on by the Purchaser/Developer of the portions reserved to the First Party/Vendors in the said portion and point any mistakes, deficiencies, etc. which shall have to be rectified by the Purchaser/Developer immediately with the intervention of the architect Mr. Mr. Mandar Upasani and Engineer Mr. Manoj Amshekar.
- 11. In case of any litigation or any stay order from the court of law then the First Party/Vendors shall give sufficient time to the Purchaser/developer until the settlement or order to complete the project and in which case the First Party/Vendors shall settle and/or defend suit litigation at their own cost thereby the time limit mentioned herein shall be accordingly extended.
- 12. The clauses, terms and conditions mentioned herein are incorporated after the parties hereto have discussed the same thoroughly after successive meetings and the same shall not be changed or altered except if both the parties agree to the same in writing.
- 13. The Purchaser/Developer is free to modify the construction plans, amalgamate or submit new plans to the concerned authorities or any other authority if need be in respect of the remaining part of the building but the construction of the residence of the Vendors shall be as per the terms agreed herein and as per the approved plans



14. The purchaser/Developer shall not involve the First Party/Vendors as a guarantor for any financial loans availed by him.

15. In case the First Party and the owners of the various flats, shops, offices and garages want to form a Society they shall be free to form such a Society provided that all the amounts due to the Second party are paid. However the Second party on his part shall execute the sale deed in favour of the First Party or the proposed purchaser as and when the same are required and on payment of full consideration amount to the Second party. However the Second party shall help and assist the First Party or the owners of the respective flats/shops/offices to form a Maintenance Society with a view to maintain the said building thereafter.

GOA

16. The Purchaser/Developer shall have a free hand to deal with all his clients or purchaser who may want to purchase the flats, shops, offices or go downs in the said building as also shall be free to erect the building as per the approved plan without any interference from the First Party/Vendors or their family members.

17. If the First Party/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.

18. The First Party/Vendors shall at no time demand partition of their interest in the said building and the land it being agreed and desired by the First Party/Vendors that their interest in the said property is impartible.

19. The First Party/Vendors hereby covenant with the Purchaser/Developer that they shall not hold the Purchaser/Developer liable for any additions, alternations or improvement that may have to be made to

37

15.1



the original plan at the instance of the Panchayat or Town and Country Planning or any other authority concerned.

- 20. The First Party/Vendors shall be bound to sign all the papers and documents and do all other things and matters as the Purchaser/Developer may require the First Party/Vendors to do from time to time on their behalf for safeguarding inter alia the interests of the First Party/Vendors and other holders of the said building.
- 21. The First Party/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 Village Panchayat and under instructions from the architect and engineers.
- 22. The First Party/Vendors shall not object for further construction activity to be carried on by the Purchaser/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 Purchaser/Developer can construct additional floor, provided that the plans are passed for the said additional construction by the competent authorities with proportionate share to the First Party/Vendors in the said additional construction. The First Party/Vendors 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.
- 23. The Purchaser/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 Purchaser/Developer which extension shall be certified by the Engineer/Architect of the Builder and shall be biding on the Vendors
- 24. The First Party/Vendors shall assist and help the Purchaser/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 Purchaser/Developer from time to time.

· S. Muger!

4.2



- 25. Any litigation between the proposed purchaser/s of flats/premises and the Purchaser/Developer shall be looked after by the Purchaser/Developer and the Vendors shall not be responsible in whatsoever manner in the same.
- 26. The entire construction expenses of the proposed building in the below mentioned portion shall be done by the Purchaser/Developer as per the specification agreed upon.
- 27. The Vendors herein shall execute a power of attorney in favour of the Purchaser / Developer being an irrevocable power of attorney with a view to carry on with the work of development as mentioned in the present agreement which shall continue until the end and shall not be cancelled so long as the terms of this agreement are complied with by the Purchaser / Developer.

GO

- 28. On vacating the house by the Frist party which is being occupied by him at present the Second party shall arrange a flat in and around the said locality to the First Party to use and occupy the same during the pendency of the work of construction and until the handing over of the Duplex Bungalow to the First Party completed in all respects. On completion of the Duplex Apartment with Occupancy certificate the First Party shall shift his residence in the said Bungalow and all the taxes thereafter in respect of the said Duplex Apartment shall be borne by the First Party.
- 29. The First Party shall pay TDS as contemplated in the Income Tax Act to the concerned department of the Government either at the time of executing the Agreement of Sale or the Sale deed which is a condition precedent for the execution of the said agreement and/or deed and produce the receipt to the Sub Registrar at the time of registration of the said Agreement and/or deed.
- 30. The First Party hereby agrees that on payment of Rs. 40,00,000/[Rupees forty lakhs only] as mentioned herein above by the Second party to
 the First Party the First Party shall execute the necessary deed of sale in favour
 of the Second party of his nominee however it shall be the responsibility of the
 Second party to transfer the flats, shops and Duplex Apartment in favour of the
 First party on completion and handing over of the said items to them.

Co muchi

· C. WHELL.

AHROL





Signature of The Verdor
Lic. No. ACISTPIVENIO7/2015 DT. 11/12/2015
Signature of the Purchaser

ST NO. WASTA Pinca of your PONDA Date of issue QLLLLLA and Konga properties

value is attached along with

POWER OF ATTORNEY

maried, business, aged 52 years, holding PAN CAR CARD No. ABTPD9640F DURGADAS DHAVALIKAR son of Durgadas Vishnu Bhat Dhavalikar, with office at Dhavali Ponda Goa and represented by its Prop. Mr. SANDEEP housewife, aged 63 years, holding PAN CARD No.EPEPM1386G and SAROJINI SURENDRA MUGERI daughter of Shankar Dundappa Musale Mugeri married, business, aged 69 years, holding PAN CARD No. and AADHAR CARD No. 5180 4316 2286 residing at H.No. 410. Opp. I.V.B.D. Ponda Goa do hereby constitute, nominate and M/s GOLDEN PROPERTIES AADHAR CARD No. 4933 5745 9594both residing at H.No. 65, Haveli Curti AFDPG4736R and AADHAR CARD No. 6377 7865 2707 and his wife [2] Mrs. SURENDRA GURUSIDAPPA MUGERI son of late Gurusidappa Tipanna KNOW YE ALL MEN BY THESE PRESENTS that We [1] Mr.

S. A. Muser S. S. M. S. S. Muser



High School, Dhavali Ponda Goa to our true and lawful attorney in our names and on our behalf to do or cause to be done any of the following acts, deeds and things. The above parties are all Indian Nationals.

WHEREAS we are the sole and exclusive owners of the property more particularly described in the Schedule herein below.

AND WHEREAS by virtue of an Agreement of sale and development dt. 17th day of October 2018 duly registered before the Notary Public Shri Nelson Soares under Serial No. 4301/2018 we have entrusted the said entire property to the Developer Mr. Sandeep D. Dhavalikar for the purposes of putting up a construction therein and towards the price of the said land we have been allotted some shops, flats and a duplex Apartment as described in the said Agreement and on the terms agreed therein and for the purpose of complying with the necessary formalities with the various government, semi government and other offices including private perons/s, purchaser/s we hereby give the following powers which are as under:

- 1. To represent us before all government offices, departments authorities local bodies including Collector, Dy. Collector, Talati, Mamlatdar, North/South Goa Planning and Development Authority, Director of Land Survey, P.W.D. Water supply, Electricity and Forest departments, Village Panchayat, Municipality, Town and Country Planning Departments, Pollution Boards, Police Station, Fire Brigade and all other offices, departments and authorities in connection with the below mentioned property / plots and to do the necessary acts, deeds and things as per the agreement entered into between the parties
- To obtain all permissions, licences, development permissions NOC's certificates, conversions, approvals, renewals, amalgamations, electric, water connections, sewage connections and all other facilities requirements and necessities, and for this purpose to sign all applications, papers, forms, plans, drawings, undertakings, bonds guarantees, swear affidavits, declarations and other papers documents and other requirements to submit revised plans etc

S. B. Arugen Mass. S.S. Mugeri. Attanol



 To gift, donate the road widening areas if any of the said plot if required to the concerned Municipality or Panchayat or government for the purpose of development.

 \emptyset^{W} to sell, sell, convey, transfer and/or the corresponding undivided proportionate buildings in the said for 4 shops and Duplex Apartment reserved to the owners by virtue of the agreement entered into between the parties mentioned herein above items sold or transferred. All the above powers are not applicable to the flats to sign them as and when required and to hand over the possession of the admit its execution of all agreements, deeds and documents on our behalf land guarantor and to sign and present for registration agreements and deeds and execute deeds as mentioned above either as principal borrower, surety, respective flats/shops/offices/garages or parking lots etc or part thereof and any bank or financial institutions, to mortgage or keep as security the said land or properties in case such purchaser intend to avail loans facilities from building/s along with the corresponding undivided proportionate share in the credit or financial institutions and other premises in the said proposed flats/shops/offices/garages etc. in any Nationalized, Co operative and other share in the plots to respective purchaser/s of the said developer or otherwise mortgage and release all such agreements and deeds if required and to agree To give my/our consent or no sale or for construction of flats and other premises in the proposed To sign, present for registration admit its executions of all agreements plot. To give consent, ratify, rectify and/or confirm objection for mortgage of

agreement for sale, sale deeds or lease, exchange deed, partition deed, Agreement of Transfer of Rights or any other transactions in respect of the land identified below in respect of any flats, shops, offices, go downs, bungalows, duplex apartments, parking lots, open lands and structures and to pass valid receipts or acknowledge on our behalf for any such amount received and for the above purposes to appear before the Sub Registrar of Ponda or concerned registering authority and to present the above deeds, documents and agreement including any deed of rectifications or ratifications for registration after duly signing the same on our behalf and admit its execution thereof. To appear before the Asst. Registrar of Co operative Society or any



other office and to represent us before such office in connection with formation and registration of such housing society for welfare and maintenance of the said proposed buildings to be constructed in the said properties, and to sign all applications, correspondence, declarations and oother papers in connection with the formation and registration of such housing society or any other body.

TORING TORING

Courts and other Courts and to pursue the same till the Appellate, Revisional and High Courts, to file plaints, W.S. replies, objections, appeals, revisions, tenancy cases, or any other cases in all the Courts including 0 to an amicable settlement to any dispute, to receive any summons, notices such powers as may be necessary, and to compromise, compound and reach our attorney before the said Courts and apply for certified copies, to engage other Offices including any Courts and pay the necessary fees, fines and taxes the Goa Succession Special Notaries and Inventory Proceedings Act 2012 in Inventory, to institute Succession deeds under the precise terms of S. 30 of acts deeds and things to safeguard our rights in the said Office. To file any such Courts and Offices and to defend our rights in the same and do all other writs, and intimations from any Courts and Offices, to remain present before proceedings, mutation cases, criminal complaints, claim petitions, rent and complied with term of the agreement entered into between the parties are honoured and deems fit and proper, which power of attorney shall be irrevocable so far as the and proper, and to delegate all or some powers to third parties as our attorney and represent out interests whenever and wherever our attorney/ies deem fit advocates, pleaders, counsels, senior counsels an and confer on them reviews and depose and verify under oath, to commence and rectify the force in the State of Goa to apply for certified copies from any government and Inventory proceedings and get the properties allotted as per our wish through To file defend, pursue and carry on with any civil suits, cases or Revenue

Generally to do all acts, deeds and things and matters connected with the aforesaid purposes and al other matters connected with and I do hereby agree and undertake to ratify and confirm all and whatsoever our said attorney does or purports to do by virtue of these presents, which power of attorney is irrevocable.

s & granding

MH . C. IMILL

Attimal)



Taluka and Sub District of Ponda of the North Goa District of a land which property as a whole is registered in the Land be of Ilhas Goa under No. 12154 of Book B 32 new and atriz records under No. 520 in the Taluka Revenue Office of a rately surveyed under No. 61/7 of Village Ponda and which and distinct unit as per the survey plan is bounded as under road leading to Savoi Verem,

survey No.60/1, survey No.61/6 south survey No. 61/8

SS WHEREOF the parties hereto have set and subscribed ay and place here in above mentioned in the presence of two le same was read by them and they found it as per their wish.

y of November 2018.

The Executants:

S. d. myces





