

AGREEMENT OF SALE

This Agreement of Sale is executed at Ponda, Goa, on this day of October, 2020.

BETWEEN

1. SHRI. DINESH ALIAS VINAY RAMCHANDRA ALIAS SHRIKANT TOTEKAR, son of Shri. Ramchandra alias Shrikant Totekar, age 57 years, married, businessman, having PAN Card No....., Aadhaar card No....., married and his wife;

2. SMT..... DINESH ALIAS VINAY TOTEKAR, daughter of Shri....., age....years, housewife, having PAN Card No....., Aadhaar card No....., both resident of House No. 740, Akar, Priol, Ponda, Goa, hereinafter referred to as the VENDORS/DEVELOPERS (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include their partners, successors, executors, administrators, assigns) of the FIRST PART.

AND

SHRI./SMT., son/wife/daughter of ageyears, service/business, married/bachelor, having PAN Card No....., Aadhaar Card No....., resident of House No....., Goa, hereinafter referred to as the PURCHASER (which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include his/her heirs, successors, executors, administrators, assigns) of the SECOND PART.

All the Parties herein are INDIAN NATIONALS.

WHEREAS, there exists a landed property known as “PALMAR” also known as “NOGOR”, or “NAGAR “or “NANGAR” admeasuring an area of

1375.00 Sq.mtrs, situated at Village Priol, within the limits of Village Panchayat of Veling-Priol-Cuncolim of the Taluka and Sub District of Ponda of the South Goa District of the State of Goa, described in the Land Registration Office under No.1443 of Book B17 old, Not enrolled in the Taluka Revenue Office for Matriz Purpose and Surveyed under survey no 302/1-A of Village Priol and the entire property I bounded as under:

East: By property surveyed under no 302/3

West: Partly by property Surveyed under no 303/2 and survey no 303/4

North: By existing Road proposed 15 Mtrs. wide

South: By survey no 302/6

The above property is more particularly described in Schedule I hereunder Written and herein after referred to as The Larger Property.

AND WHEREAS the said larger property was originally belonging to Late Krishna Ramchondra Bhot Totecar alias Babal and his wife Bhagirathi Bhotina alias Rama.

AND WHEREAS said Krishna Ramchondra Bhot Totecar alias Babal and his wife Bhagirathi Bhotina alias Rama gifted the said larger property to their Grand children Namely Shri. Vaman Ramchandra Totecar @ Bhat Totecar, Shri. Prabhakar Ramchandra Totecar @ Bhat Totecar, Smt. Madhura Pramod Bhat and Shri. Dinesh @ Vinay Ramchandra Totecar vide deed of Gift dated 28/08/1965 registered in the office of Sub registrar at Ponda drawn at Pages 35 to 38 of Book no 369.

AND WHEREAS by Virtue of Deed of Gift , the Grand Children became the Absolute owners of the said larger Property and accordingly their names came to be Recorded in Form I & XIV of survey no 302/1 of village Priol.

AND WHEREAS in the year 1984 the above named parties sold a plot of 200 sq.mtrs forming part of the Larger property to one Shri. Shrikant naik

who in turn sold the same to Shri. Mahesh Ganesh Khedekar and his name is appearing in Form I & XIV of the said survey no.

AND WHEREAS after deducting the said area of 200 Sq.mtrs from the entire larger property , the area remains is 1175.00 Sq.mtrs .

AND WHEREAS Said Shri. Vaman Ramchandra Totecar@ Bhat Totecar and his wife Smt. Yashoda , Shri. Prabhakar Ramchandra Totecar @ Bhat Totecar and his wife Prabha, Smt. Madhura Pramod Bhat and her husband Pramod Dattatray Bhat gifted an area of 1175 Sq.mtrs to Shri. Dinesh @ Vinay Ramchandra@ Shrikant Totecar, the Vendor No 1 Herein and the said Gift deed dated 15/12/2017 is duly registered in the office of sub registrar at Ponda under no 81/18 at pages 265 to 273 of Book no I vol.no 3571 dated 15/01/2018.

AND WHEREAS the name of said Shri. Dinesh @ Vinay Ramchandra@ Shrikant Totecar is duly Found recorded in the partitioned plot bearing survey no 302/1-A of village Priol.

AND WHEREAS in order to develop the said property the Vendor no 1obtained Technical Clearance Order under Reference no TPP/362/Priol/302/2018/2157 dated 07/11/2018 and also got the construction plan approved from the concerned authorities

AND WHEREAS the Primary Health Centre Madkai issued no objection certificate for the proposed construction in the said property under Reference no PHCM/NOC/2018-19/1178 dated 22/11/2018.

AND WHEREAS the Office of Village Panchayat Veling-Priol-Cuncolim issued construction License for residential Building A & B in the said property under Reference no VP/VPC/Const.Lic.2018-19/2712 dated 23/01/2019

AND WHEREAS the office of the Additional Collector III Ponda issued Conversion Sanad for an area of 832.00 Sq. mtrs. vide Sanad No : AC/PON/SG/CONV/11/2019/616 dated 30/08/2019.

AND WHEREAS the said property herein now being owned, possessed and enjoyed by the Vendors as the exclusive owner thereof.

AND WHEREAS the PURCHASER herein has approached the VENDORS to purchase one flat bearing Flat No. situated on the ground/first/second floor in the said proposed building A/B admeasuring sq. mtrs. and the Vendors do hereby agree to sale the same to the PURCHASER for the consideration of Rs./- (Rupees only).

AND WHEREAS pursuant to the agreement between the parties hereto, the VENDOR has agreed to sell the PURCHASER said residential flat No. situated on the ground/first/second floor in the said building admeasuring sq. mtrs., with/without stilt parking and more particularly described in schedule II written hereunder and hereinafter referred to as the said premises and marked with red boundary lines in the plan annexed hereto at/for a total price/consideration of Rs./- (Rupees only) on the terms, conditions and stipulations hereinafter contained.

AND WHEREAS the Purchaser has demanded from the Vendors and the Vendors have given to the Purchaser, inspection of the documents of title of the land and of the approved plans/approvals for the construction of the said building.

AND WHEREAS the Purchaser is satisfied of the Vendor's title of the plots described in Schedule I hereto.

NOW THIS AGREEMENT OF SALE WITNESSETH AS UNDER:

1. The Vendor shall, under the normal conditions and subject to the payment to be made by the Purchaser as enumerated in schedule III, construct and complete the said premises as per the sanctioned building plans on the land described in Schedule-I written hereinabove and as per the specifications seen and approved by the purchaser with such verifications in the said plans and specifications as the Vendors may consider necessary or as may be required by the Village Panchayat or other concerned authorities. The Purchaser hereby expressly consents to all such variations. The Purchaser shall not be entitled to or demand any compensation or reduction in the price of the said premises by reason of such variations provided, however, that the total areas of the said premises along with proportionate undivided share in the land agreed to be purchased by the Purchaser shall not be reduced by reason of such variations.

2. The Purchaser is satisfied that the title of the Vendors is valid and it has a right to sell the said premises and agrees that all the terms and conditions contained in the said title deed and in the letter/s, license sanctioning the building plans shall be binding upon them.

3. The Purchaser hereby agrees to purchase the said premises shown in the plan hereto annexed in the said building for a price of Rs./- (Rupees only) which shall be paid by the Purchaser in the manner appearing in Schedule III, out of which Rs./- (Rupees only) has been paid by the Purchaser to the Vendors by Cheque bearing No. drawn on Bank, Branch, as earnest money cum part payment, the receipt whereof the Vendors acknowledge.

4. The Purchaser hereby agreed to pay all amount payable under the terms of this agreement as and when they become due and payable the time for payment of each such installments being the essence of this contract. It is expressly agreed between the parties that the Vendors is not bound to give any notice requiring such payment and shall not be an excuse for

nonpayment or delay payment of any amount or amounts on their respective due dates.

5. In the event of the Vendors for any reason being unable to complete the construction of the said premises, described in the schedule III hereto and of the proposed scheme as contemplated herein, the Vendors shall repay to the Purchaser all the amounts received by the Vendors from the Purchaser under this agreement.

6. If the Purchaser commits defaults in payment of any amount as and when become due and payable (time being the essence of the contract) and/or in observing and/or performing any of the terms and conditions of the Agreement, the Vendor shall be at liberty to terminate this Agreement in which event the said earnest money paid by the Purchaser to the Vendors shall stand forfeited to the Vendor. The Vendors shall however, on such termination, refund to the Purchaser the balance part payment/s made under this agreement by the Purchaser to the Vendors but without any further amount by the Vendors to the Purchaser shall mean and be deemed as cancellation /termination of this agreement and the present agreement shall be unenforceable under law and non-execution of any written document shall not invalidate the termination of the present agreement. On the Vendor terminating this agreement under this clause, it shall be at liberty to sell off the said premises to any other person as the Vendor deem fit, at such price as the Vendors may determine and the Purchaser shall not be entitled to question such a sale or to claim any amount from the Vendors.

7. Without prejudice to the Vendor's other rights under this agreement and /or in law, the Purchaser shall be liable to pay to the Vendors interest at the rate of 24% (twenty four percent) per annum on all amounts due and payable by the Purchaser under this agreement, if such amounts remain unpaid for 15 (fifteen)days or more becoming due.

8. The possession of the said premises shall be delivered to the Purchaser after the said premises is ready for occupation, PROVIDED all the amount due and payable by Purchaser are paid to the Vendors. The issuance of the Occupancy Certificate by the Panchayat shall be the conclusive proof of completion. The parties shall execute a fresh document of conveyance at the time of delivery of possession of said flat to Purchaser.

9. The Purchaser shall take possession of the said premises on payment of the aforesaid amounts within 7 (seven) days on the Vendors giving written notice to the Purchaser intimating that the said premises are ready for occupation.

10. Subject to the Purchaser making the full payment of all the amounts due by him under this agreement and subject to “force majeure”, possession to the Purchaser will be given by 24 months from signing of the present agreement. The Vendors shall not incur any liability if they are unable to deliver possession of the said premises is delayed by reason of non availability of steel or cement or any other building material or electric power or water supply or by reason by war, Civil Commotion or Act of God or if non delivery of possession is as a result of any circumstances beyond the Vendor’s control or for any other unavoidable unforeseen or inevitable circumstances.

11. If for any reason Vendors is unable or fail to give possession of the said premises to the Purchaser within the date specified in clause (10) above or within any further date or dates agreed to by and between the parties hereto, then in such case, the Purchaser shall be entitled to give notice to the Vendors terminating the Agreement, in which event, the Vendors shall within 2 (two) months from the date of the receipt of such notice refund to the Purchaser any amount that may have been received by the Vendors from the Purchaser as deposit/or as payments including earnest money deposit in respect of the said premises, along with interest @ 24% per annum. Neither party shall have any claim, against the

other in respect of the said premises or arising out of this agreement and the Vendors shall be at liberty to sell and dispose off the said premises to any person/s at such price and upon such terms and conditions as the Vendors may deem fit.

12. Upon possession of the said premises being delivered to the Purchaser after the execution of another document, he shall be entitled to the use and occupation of the said premises. Upon the Purchaser taking possession of the said premises, he shall have no claim against the Vendors in respect of the nature of work of the said premises which may be alleged not to have been carried out or completed.

13. Commencing a week after the notice is given by the Vendors to the Purchaser that the said premises are ready for the use and occupation, the Purchaser shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoing payable in respect of the said premises.

14. The Purchaser hereby expressly agrees that in the event of any amount by way of premium or security deposit becoming payable to the Panchayat or to the State Government or betterment charge or any development tax or security deposit or other tax or payment of a similar nature becoming payable by the Vendors proportionate to the area of the said premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Vendors shall be conclusive, final and binding upon the Purchaser.

15. The Purchaser shall not use the said premises in contravention of the conditions as stipulated in the license issued by the office of Village Panchayat Veling Priol Cuncolem vide No. VP/VPC/Const. Lic.2018-19/2712 dated 23/01/2019 as may be amended, revised, altered from time to time.

16. The Purchaser shall maintain the front elevation and the side and rear elevation of the said premises in the same form as the Vendors constructs

them and shall not at any time alter the said elevations in any manner whatsoever without prior consent in writing from the Vendors. The Purchaser shall not be entitled to put his name or to affix name boards or paint his name in oil and as such similar acts with respect to the outer sides of the building housing the said premises, without the written consent of the Vendors, the painting of names and putting of name boards, name plates etc. by the Purchaser may be done only in consultation with the Vendors.

17. The Purchaser has satisfied himself the specification of the said building and the premises and amenities to be provided therein. However, that if the Purchaser required any amenities other than those provided, the Vendors may provide them on such written request made by the Purchaser to the Vendors during the construction. The said amenities provided upon such written request shall be considered as extra amenities and shall be charged for over and above the consideration contained at clause (3) of the Agreement. The Purchaser shall be bound to pay to the Vendors the price for the extra amenities provided to the market price, which shall be quoted to the Purchaser by the Vendors.

18. The Purchaser from the date of possession maintain the said premises at his cost, in good and tenantable repairs and conditions and shall not do or suffer to be done anything in or to the said premises or the staircase and common passages which may be against the rules or bye-laws of the Panchayat or any other authority, nor shall Purchaser change, alter or make additions in or to the premises or any part thereof. The Purchaser shall be solely responsible for any breach of these conditions.

19. Provided it does not in any way effect or prejudice the rights of the Purchaser in respect of the said premises, the Vendors shall be at liberty to sell, assign, transfer or otherwise deal with their rights, title, interest in the said land and/or in the building/s and/or any premises to be constructed thereof.

20. The Purchaser shall have no claim whatsoever except in respect of the said premises hereby agreed to be acquired and the proportionate right in the staircase excluding area covered under the stilt.

21. Nothing contained in this present is intended to be nor shall be construed to be a grant demise or assignment in law of the said premises of the land, hereditaments and premises or any part thereof or the said building or any part thereof.

22. The Purchaser shall not let, sublet, sell, transfer, assign or part with his interest under this Agreement until and unless all payments to be made under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non observance of any of the terms and conditions of this agreement and until he obtains the previous consent in writing of Vendors.

23. The Purchaser and the person to whom said premises are let, sublet, transferred, assigned or given possession of shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Vendors may require for safeguarding the interest of the Vendors.

24. The Purchaser and/or his successors in title shall observe and perform all by-laws and/or the rules and regulations as may be in force from time to time for the protection and maintenance of the said building and flat and area within the boundary of the plot and for the Regulations and Rules of the other local authorities and of the Government and other public bodies. The Purchaser and/or his successors to whom said premises are let, transferred, sold, assigned or given possession shall observe and perform all the stipulations and conditions as may be in force, from time to time regarding the occupation and use of the premises and shall pay and contribute regularly and particularly towards the taxes and/or expenses of other outgoing in accordance with the terms of this agreement.

25. The Purchaser hereby covenant that from the date of possession, he will keep the said premises, the walls and partitions, sewers, drainages, pipes and appurtenances there to belonging to in good and tenantable repairs and conditions and particular so as to support, shelter and protect the part of the building other than his premises and shall abide by the Bye-laws, Rules and Regulations of the local bodies and shall attend, answer and be responsible for all actions and violations of any such conditions or rules and bye-laws.

26. The Vendor's advocate shall prepare the conveyance and other documents to be executed in pursuance of this Agreement and the Purchaser shall bear all the expenditure, costs, charges in connection with the preparations, execution and registration of the conveyance and other documents as the case may be.

27. If any levy or taxes is/are charged or levied or sought to be recovered by the Panchayat/the Government or any other authority in respect of the said building and/or the said premises, the same shall be borne and paid by the Purchaser.

28. The deposit that may be demanded by or paid to the Electricity Department and Water Works Department for the purpose of giving water connection of the said premises and electric meter deposited shall be payable by the Purchaser. The Purchaser agrees to pay to the Vendors such deposits at the time of taking possession or within 7 (seven) days of demand, whichever is earlier. The Purchaser shall be also liable to pay all the charges towards temporary connection and the monthly bills thereof till the new permanent meter is installed from the date of taking possession of said premises.

29. All the notices to be served on the Purchaser as contemplated in this agreement shall be deemed to have been duly served if sent to the Purchasers by post by Registered A/D. at their address specified below viz:

Shri./Smt.,

R/o. House No.

.....

30. The Vendors shall have a first lien and paramount charges on the said premises agreed to be purchased by the Purchaser in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement.

31. If at any time prior to or even after the execution of the Deed of Conveyance, the floor area ratio at present applicable to the said plot is increased, such increase shall accrue to the benefit of the vendor alone without any rebate to the purchaser, however the right conferred to purchase under this agreement shall not be reduced.

32. The Purchaser shall join the Co-operative society if formed by the Purchasers of premises in the said building and shall pay all fees, shares etc., that may be payable on account of formation, registration and membership of such society. It is agreed that it shall not be liability of the Vendors to form such society. However in case any such society is formed by the occupants of the building, the Vendor shall co-operate in formation of such society.

33. It is agreed and understood that the word "Super built up area" shall mean and include:

- i) With reference to ground floor the plinth area of the premises plus the proportionate right to the staircase.
- ii) With reference to first floor, the total built up area of the premises plus the proportionate right to staircase.
- iii) With reference to second floor onwards the total built up area of the premises plus proportionate right to staircase.

34. The possession of the said premises is not yet delivered to the Purchaser and the same shall be delivered on receipt of entire consideration simultaneous to execution of deed of sale.

SCHEDULE I

All that landed property known as “PALMAR” also known as “NOGOR”, or “NAGAR “or “NANGAR” admeasuring an area of 1375.00 Sq.mtrs, situated at Village Priol, within the limits of Village Panchayat of Veling-Priol-Cuncolim of the Taluka and Sub District of Ponda of the South Goa District of the State of Goa, described in the Land Registration Office under No.1443 of Book B17 old, Not enrolled in the Taluka Revenue Office for Matriz Purpose and Surveyed under survey no 302/1-A of Village Priol and the entire property I bounded as under:

East: By property surveyed under no 302/3

West: Partly by property Surveyed under no 303/2 and survey No. 303/4

North: By existing Road proposed 15 Mtrs. wide

South: By survey no 302/6

SCHEDULE II

OF THE FLAT

All that Flat being Flat No..... situated on the ground/first/second Floor of the building known as “, admeasuring super built up area of sq. mtrs. constructed in the property described in Schedule I above and bounded as under:

East: by

West: by

North: by

South: by

Specification:

i) STRUCTURE: R.C.C. framed structure.

- ii) WALLS: Bricks/laterite or concrete block masonry in cement mortar.
- iii) DOORS AND WINDOWS: The flat will have aneled/veneered flush door shutter on matti wood/salwood frames & Alluminium sliding windows with pinhead glass panel. The main door shall be or teak wood.
- iv) PLASTER AND PAINT: All external surface of the building will be plastered with two coats of cement mortar and finished with cement paints, internal walls and ceiling will be plastred with one coast of cement mortar. All wall surfaces will be finished in off white oil bound distemper paint. All ceilings to be finished in white wash.
- v) FLOORING AND SKIRTING: The entire flooring of flat shall be of vitrified tiles. Toilet and bath will have designer ceramic tiles on floor and wall upto full height.
- vi) ELECTRICAL INSTALLATIONS: The installation will be with copper wires through concealed pipes or casing capping with necessary points in every room.
- vii) KITCHEN: Granite platform along one wall side with steel (without drain board) sink with glazed tiles upto 0.45 cms above platform.
- viii) EXTRA WORK: Extra work to be executed on request of purchaser will be as per the prevailing market rates. Installing and fixing charges or demolishing and re-fixing charges extra.

SCHEDULE III

- | | |
|---|--------------|
| (i) At the time of booking | Rs./- |
| (ii) 15% at the time of plinth | Rs. |
| (iii) 20% at the time of 1 st slab | Rs..... /- |
| (iv) 20% at the time of 2 nd slab | Rs...../- |
| (v) 20% at the time of Masonry | |

& plastering	Rs./-
(vi) 5% at the time of fittings	Rs......./-
(vii) 5% at the time of possession	
on or before/.../20...	<u>Rs./-</u>
	Rs./-

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

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED "THE VENDOR"
No.1 SHRI. DINESH ALIAS VINAY
RAMCHANDRA ALIAS SHRIKANT TOTEKAR

.....
L. H. F. I.

R. H. F.I.

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED "THE VENDOR"
No.1 SMT. DINESH
RAMCHANDRA TOTEKAR

L. H. F. I.

R. H. F.I.

SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED "THE PURCHASER"
SHRI./SMT.....

L. H. F. I.

R. H. F.I.

WITNESSES:

1.

2.