

into any transactions whereby the said property is in any manner affected.

22. THAT the VENDORS undertake and agree not to encumber the said property in any manner whatsoever as long as this Agreement is in force and shall not mortgage the same or create into any Agreement with any person/s and/or firm whatsoever hereafter.

23. THAT all expenses for obtaining Town and country planning, Panchayat licences, etc., architectural, engineer fees, stamp duty, legal fees, registration fees shall be paid/borne by the DEVELOPER/PURCHASER or his nominee/s and assignee/s.

24. THAT all the parties hereto shall be entitled to the specific performance of the terms, conditions and provisions of this Agreement.

25. THAT it is hereby agreed that time is the essence of this Contract.

Shyam Bhatnagar

Shyam Bhatnagar
Uganda

26. THAT the said property is believed to have been correctly described in the Schedule - I hereinunder written and if any error or omission on such description be subsequently discovered, the same shall not invalidate this Agreement.
27. It is hereby agreed that all disputes which may arise between the parties to this Agreement whether in relation to interpretation of the clauses and conditions of the Agreement and about the performance of these presents or concerning any act or commission of other party or the dispute or by any of them or in relation to any matter whatsoever concerning this Agreement, shall be referred to arbitration in accordance with the provision of the Indian Arbitration Act, 1940.
28. That the VENDORS shall continue to use the said house located in the property and shall shift to the Villa 1 no sooner the said villa is complete and ready for occupation. The residential house shall be fenced from the rest of the property with temporary fencing and access provided. The DEVELOPER/

Shweta Dsouza

Shweta

Gonsalves.

PURCHASER shall demolish the residential house once the Villa 1 is ready for occupation. The VENDORS shall keep for themselves the doors shutters and grills of the house, rest of the material will be used/disposed off by the DEVELOPER/PURCHASER. The VENDORS guarantee the DEVELOPER/ PURCHASER that they will vacate the house and shift to the Villa as soon as the same is ready for occupation.

SCHEDULE - I
(Description of Property)

ALL THAT property known as "MARZOLLEM GALLUM" admeasuring 1995.00 Sq.mtrs., with a residential house situated therein, situated at QUITLA, ALDONA, BARDEZ, GOA within the jurisdiction of village Panchayat of ALDONA, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, surveyed under Survey No. 90, Sub-Division No. 4 of Village Aldona and bounded as under:-

Shriam D. D. D.

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Bardez
themselves.

EAST : By 6.00 mtrs., wide road;

WEST : By 10.00 mtrs., Wide road;

NORTH : By foot lane and beyond which lies plot bearing
Survey No. 90/3;

SOUTH : By plot bearing Survey No. 90/4-A & plot
bearing Survey No. 90/4-B.

SCHEDULE - II
(MODE OF PAYMENT)

1. On signing of Agreement vide
Cheque No. 000337 drawn on
HDFC BANK, Mapusa Branch. Rs. 10,00,000/-
2. Upon DEVELOPER handing over
possession of Villa No. 1 and the
VENDORS vacating the existing
house Rs. 5,00,000/-
3. Upon DEVELOPER Handing over
possession of Villa No. 4 and
VENDORS executing final
Power of Attorney

Rs. 5,00,000/-

Rs. 20,00,000/-

=====

Signature of Vendor

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Signature of Developer

Signature of Vendor

SCHEDULE - III
SPECIFICATIONS

1. STRUCTURE: It is a R.C.C (m 20 grade) framed structure of columns, beams and slab. External walls will be constructed in 20cm thick laterite stone or cement blocks. Internal walls will be constructed in 10 cm thick to 15 cm thick brick/cement block walls laid in cement mortar.
2. PLASTER: External walls will be plastered in 2 coats sand faced finish and internal plaster will be single coat of cement plaster with second coat of ready plaster (ready putty). Alternatively internal plaster may also be finished in Plaster of Paris (P.O.P/ gypsum) of Saint Gobain make or equivalent.
3. FLOORING: Flooring and skirting will be of light pastel shade (Ivory) vitrified tiles of size 24" x 24". Internal staircase steps will be in Vitrified tiles with moulded edges. Car porch will be fitted with red chequered tiles. Open terrace floor will be fitted

Shyam Singh

*Purush
Monsalver.*

with China Mosaic chip tiles. Passage will be fitted with 12"x12" antiskid Bell tiles. Portico tan.

4. PAINTING: Internal walls will be painted with oil bound distemper. External walls will be painted with exterior emulsion paint of Rainguard or Apex make or ICI Dulux. All iron work will be painted with enamel paint.
5. DOORS & WINDOWS: All door frames will be of 4" x 2 ½" thick well seasoned salwood. Bedroom doors will be readymade masonite moulded doors and Toilet doors will be waterproof fiber/PVC doors. Main door, Patio door & Terrace door will be of 1 ¼" thick well seasoned teak wood. Only main door will have teakwood frame. Window openings will be provided in powder coated aluminium shutters costing Rs. 185/- per sq.ft. S.S. hinges will be provided for all internal doors. Main door will be provided with night latch, security door chain, eye hole and a decorative handle and brass hinges. Bedroom doors/toilet doors will be provided with tubular mortise locks. Incase the VENDORS opt for

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Mansalver.*

wooden window shutters and frames, the extra cost involved will be worked out and paid by the VENDORS to the DEVELOPER.

6. TOILETS: Toilet floor will have 12 x 12 non skid ceramic tiles and walls to have 8" x 12" or 10" x 15" ceramic tiles of light pastel shades, colour as approved by the owner. Tiles will be provided for full height of toilet. Toilet fittings will consist of a commode (EWC), wash basin in 22" x 16" shower rose with cold/hot shower arrangement. Bathroom taps & fittings will be in chrome plated quarter turn of ESSESS make (Trend) or Cera make (ocean). Counter top basin mounted on grey granite counter will be provided as an extra item, cost of which will be advised to the VENDORS. One tile thickness drop will be provided in the bathroom floor tiles for the shower area to accommodate fitting of a shower enclosure door at a later stage by the VENDORS.

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Gonsalves

Gonsalves.

7. PLUMBING: All plumbing will be in PVC pipes. Under ground drainage to be in PVC pipes with inspection chambers, traps and septic tank. DEVELOPER will provide a 1000 litre overhead tank and arrangement for PWD water connection. VENDORS will obtain their own PWD connection based on N.O.C. provided by Panchayat. All costs towards the PWD connection including fittings will be provided by VENDORS. Provision for Solar water line will be provided in CPVC pipe. Garden tap in car porch and one behind staircase will be provided.

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U.P. * (A.M.)

8.

ELECTRIFICATION: All electrification to be of concealed type with good quality copper wires Finolex/Polycab make. Adequate electrical points will be provided as per electrical layout plan enclosed. All Electrical switches will be of Anchor/CPL/Legrand/ Finolex plate type. Permanent electrical connection will be obtained on behalf of the VENDORS separately for each VILLA. VENDORS

Shyam Singh

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Punjab
Haryana

to pay all costs towards the electrical connection and deposits. The electrical points will be provided as per Annexure – III annexed hereto: -

Provision for Inverter wiring will be carried out as an extra item cost payable by the VENDORS.

9. KITCHEN : Kitchen counter of well polished black granite and single bowl stainless steel sink will be provided. Wall backing the kitchen counter will be tiled to a height of 2' in ceramic tiles. Any extra area tiles above 2 feet will be chargeable to the VENDORS. An additional granite counter with sink to be provided in the kitchen patio area at additional cost to the VENDORS as an extra item.

10. COMPOUND WALL AND GATE: Picket fence of height 1.50 m will be provided around the VILLA and entrance gate will be 1.5 m wide and car porch gate will be 3.0 m wide built in Mild steel as shown in Annexure.

Signature

Signature

Ugosekwe

11. BALCONY & STAIRCASE RAILING: Balcony and Terrace railing will be part brick and part cast iron with concrete hand rail. Internal staircase railing will be in M.S. bar/flat and hand rail in wood.

12. Brick wall provision for wardrobes as shown in plan will be provided. No lofts. Also nich for alter will be provided.

IN WITNESS WHEREOF the parties hereto have signed this Agreement at MAPUSA, on the day, month and year hereinafter mentioned in the presence of witnesses signed hereunder.

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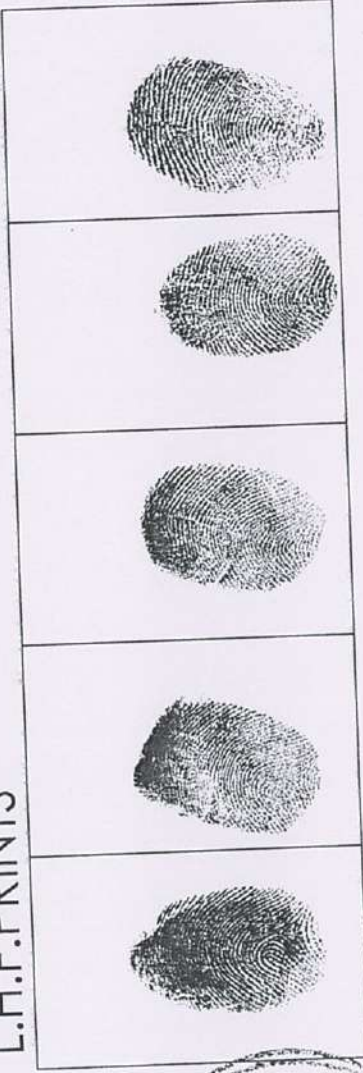
SIGNED AND DELIVERED BY THE
WITHIN NAMED "THE VENDORS"



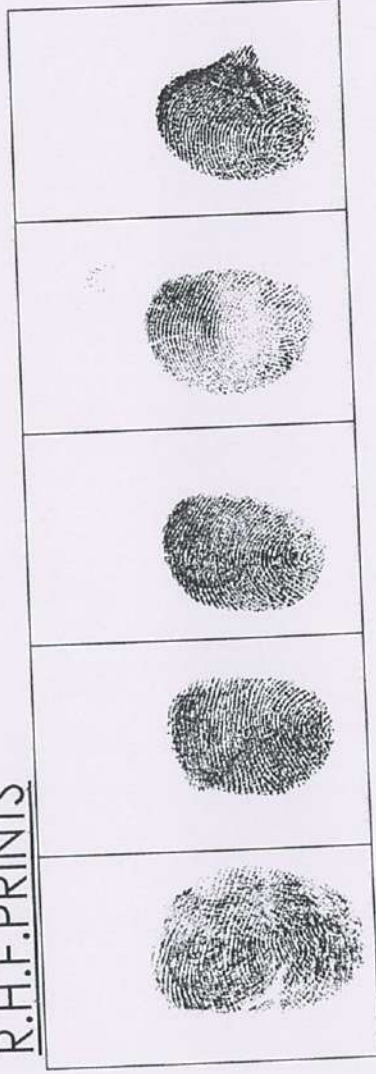
Gonsalves

1. MR. ALEXINHO AUGUSTIN GONSALVES

L.H.F.PRINTS



R.H.F.PRINTS



28

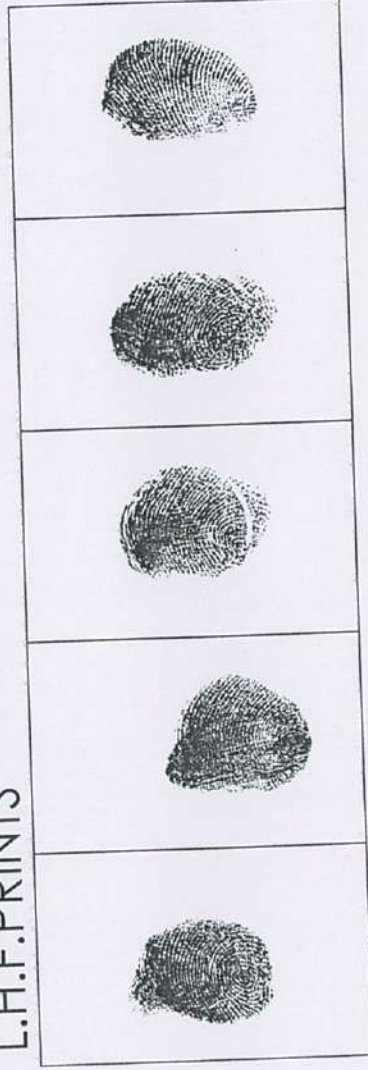
Gonsalves
Gonsalves.

signature

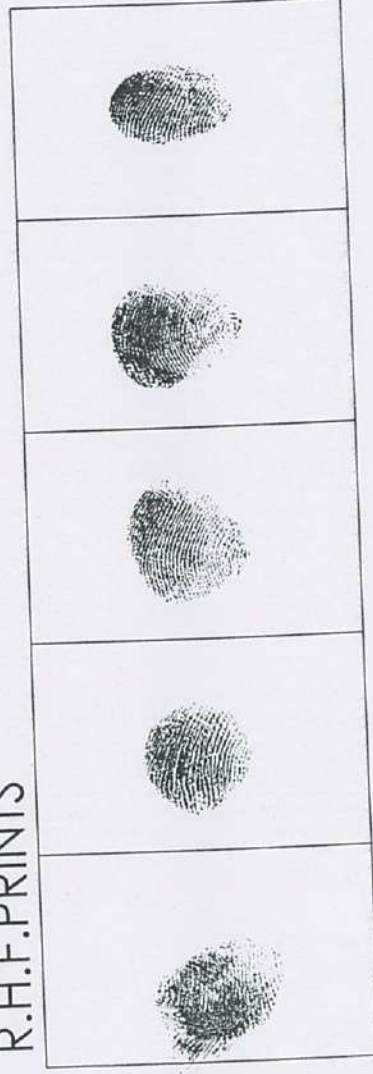


Gonsalves.
2. MRS. UBALDINA NEVES GONSALVES

L.H.F.PRINTS



R.H.F.PRINTS



Suzanne Bony

Gonsalves
Gonsalves.



SIGNED AND DELIVERED BY THE WITHINNAMED
"THE DEVELOPER/PURCHASER"

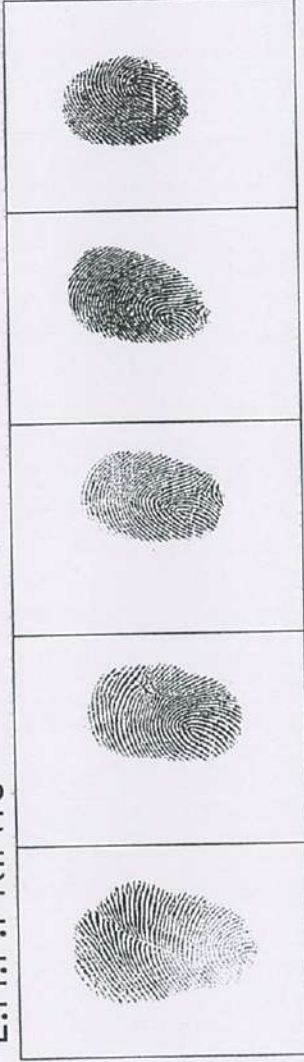


Shyam Paul De Souza

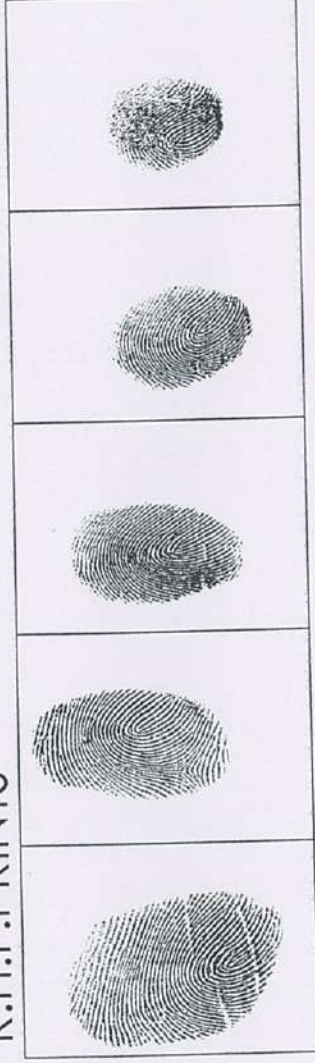
MR. SHYAM PAUL De SOUZA
M/s. SOUZA & ASSOCIATES

Proprietor

L.H.F.PRINTS



R.H.F.PRINTS



Shyam Paul De Souza
Mapusa, Goa

Shyam Paul De Souza



IN THE PRESENCE OF:

1. Hoho (Alleluia Lubbo)2. ~~João~~ CAMILLO FERNANDESSydney GibsonParish

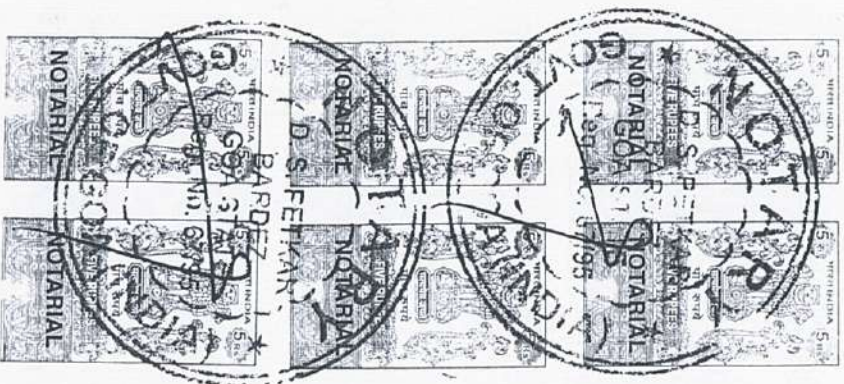
Ngosachwa.



Identified By:

Vended - 1) PAN NO. AGXPG4051G
2) PAN NO. AGXPG40098

Purchaser - PAN NO. ADAPP7761J

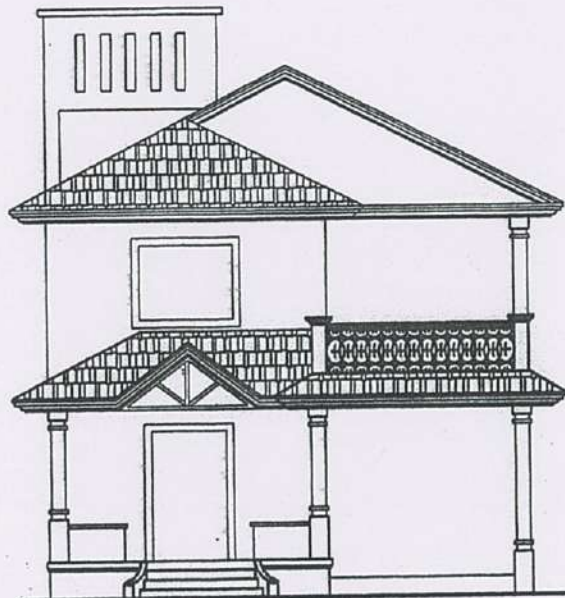


Executed before me
At Napusa on 5/6/2013

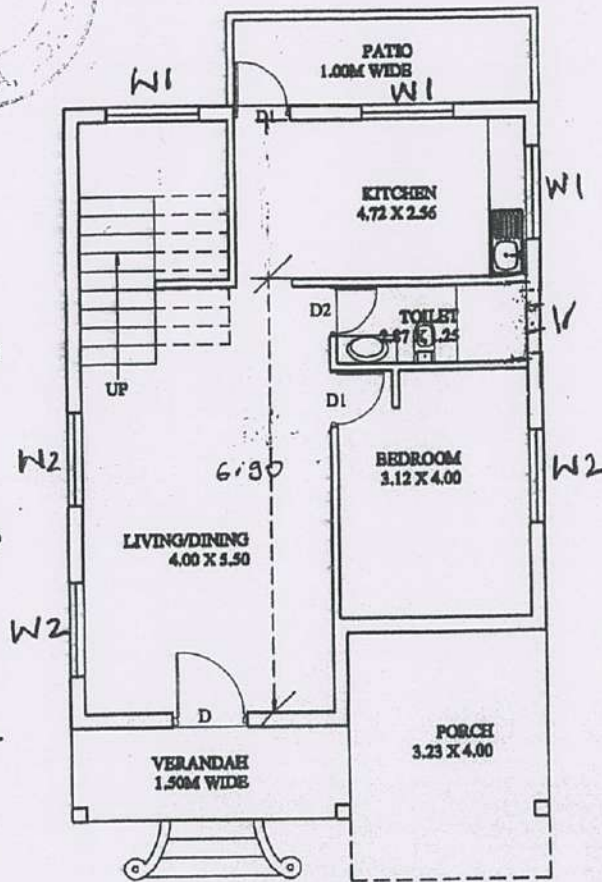
[Signature]
D. S. PETKAR
B.A.L.L.B.
NOTARY, Reg. No. 67195
St. No. 14362/2013

ANNEXURE - I FLOOR PLAN OF VILLA 1

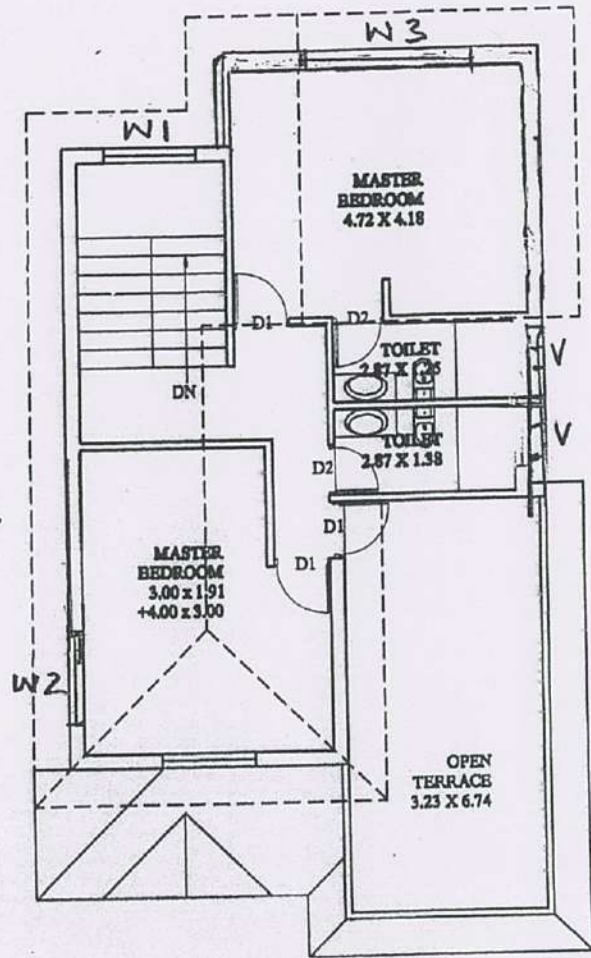
* Syntex & Son
 * Pansals
 * Gonsalves



FRONT ELEVATION



GROUND FLOOR PLAN



FIRST FLOOR PLAN

OWNERS VILLA 1

Door & window widths

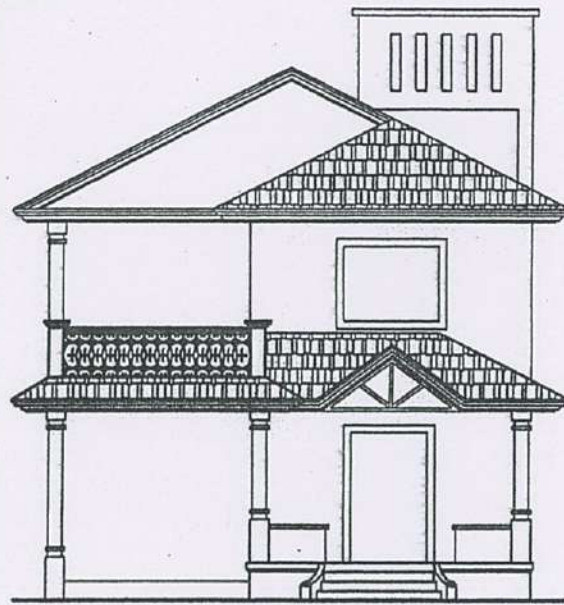
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 D1 = 0.90
 D2 = 0.75

W1 = 1.20
 W2 = 1.50
 W3 = 2.00
 V = 0.60

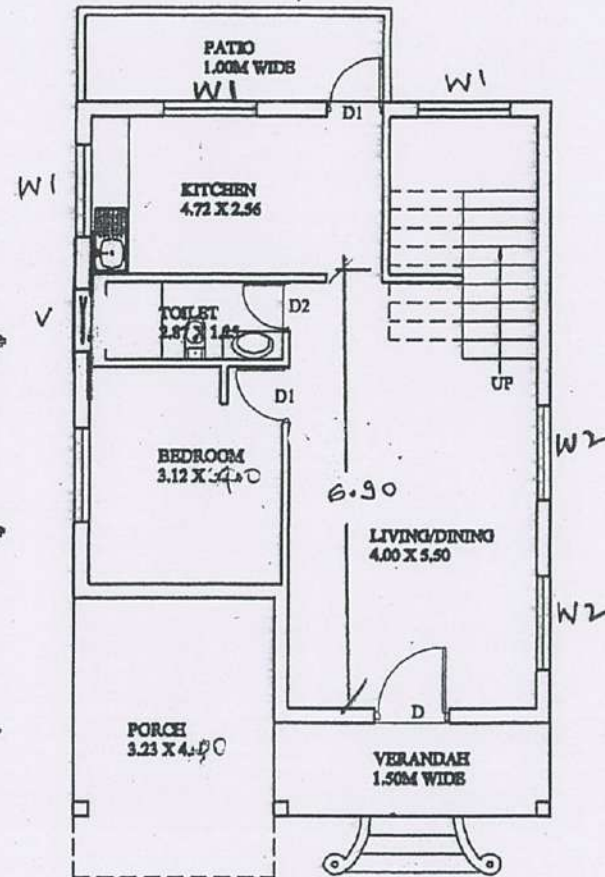


ANNEXURE - II FLOOR PLAN OF VILLA 4

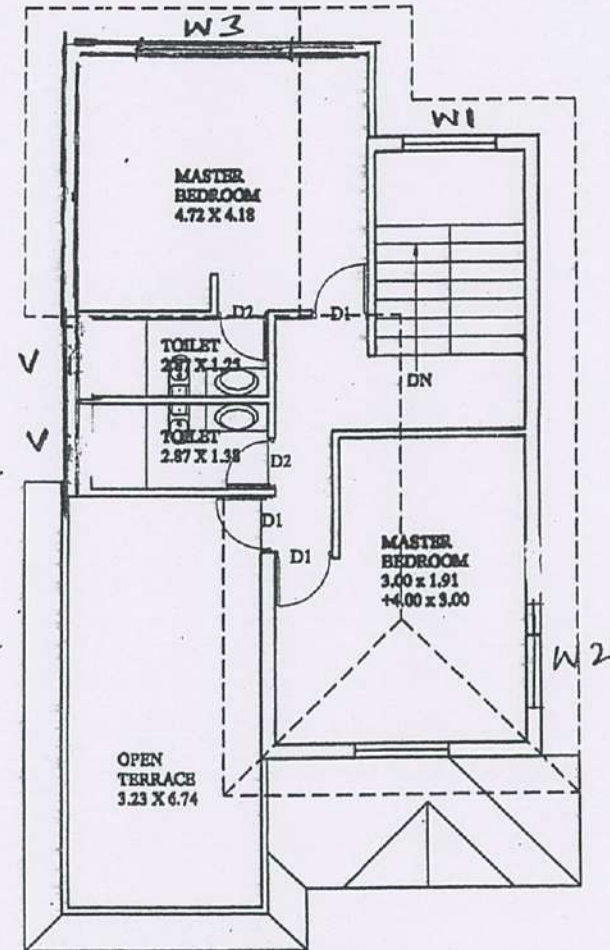
x Shyam Aditya
y Gauri
z Mansabhai



FRONT ELEVATION



GROUND FLOOR PLAN



FIRST FLOOR PLAN

OWNERS VILLA 4

DOOR & WINDOW WIDTHS

D = 1.00

D1 = 0.90

D2 = 0.75

W1 = 1.20

W2 = 1.50

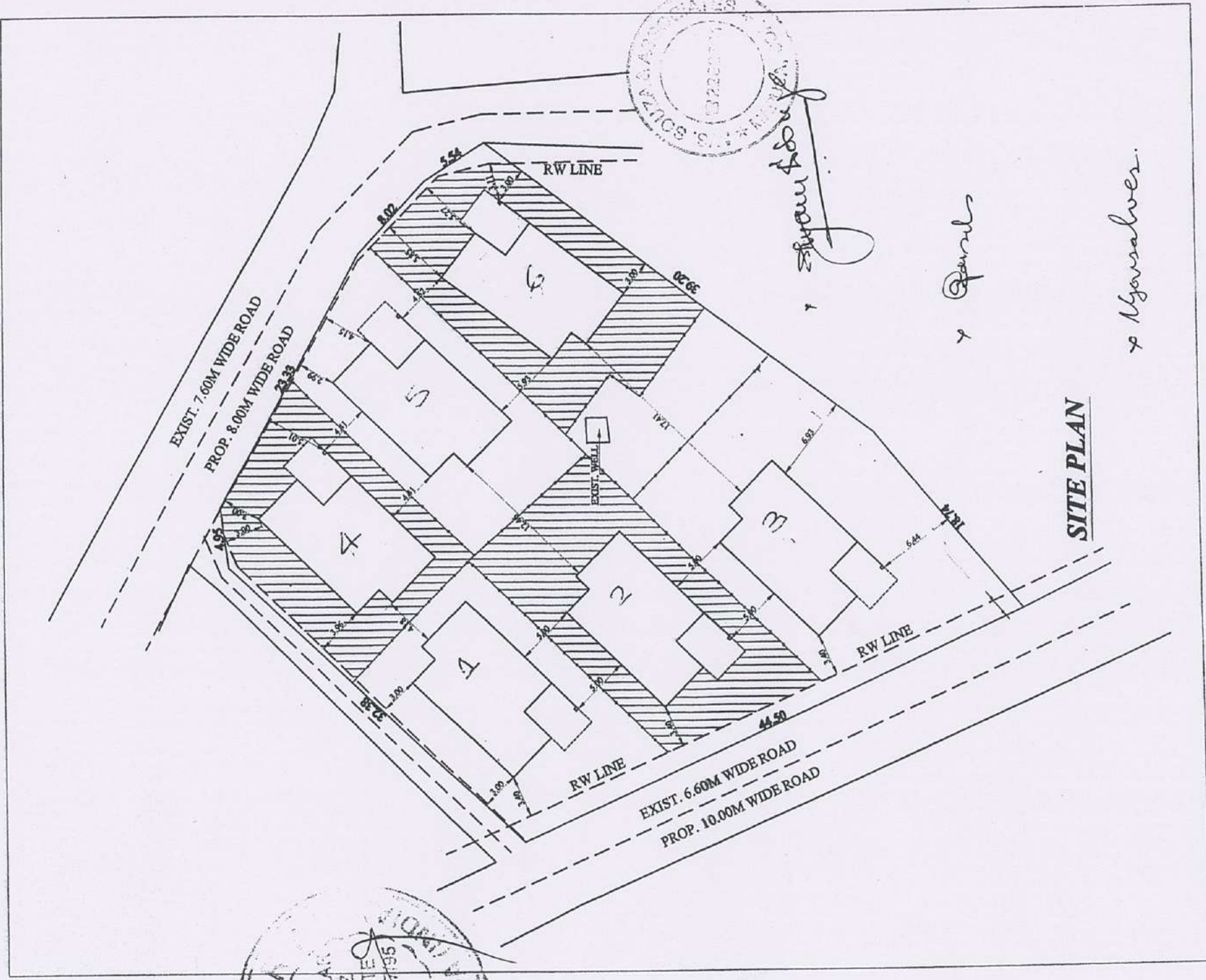
W3 = 2.00

V = 0.60



11/11/2011

ANNEXURE - III LAYOUT PLAN - A

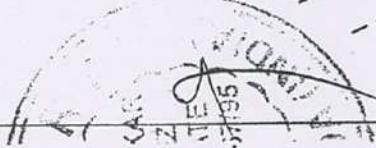


SITE PLAN

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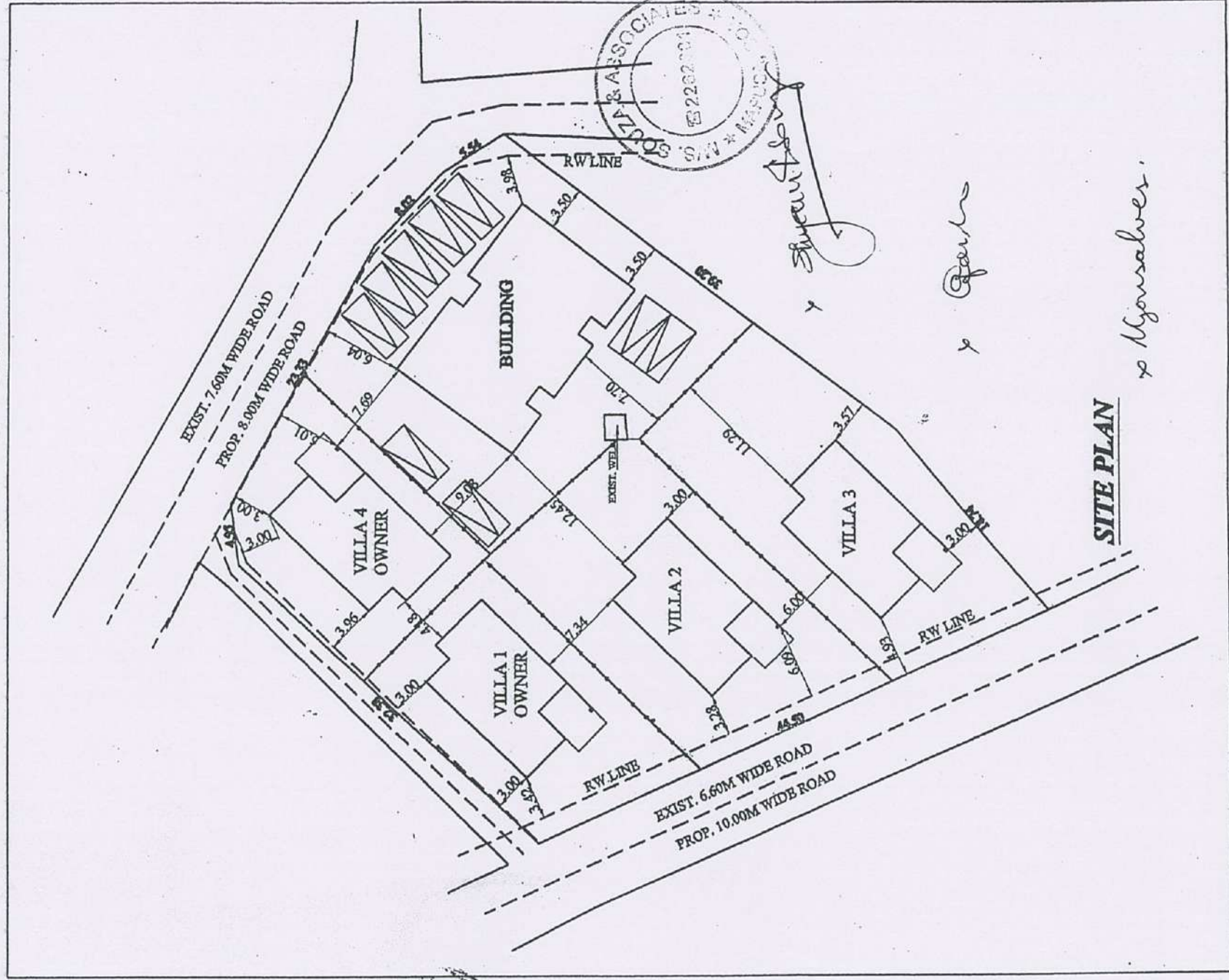
* Qenul

* Shum & Co.



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ANNEXURE - IV
LAYOUT PLAN - B



ANNEXURE - V (Details of ELECTRICAL POINTS)

STANDARD ELECTRICAL POINTS PROVIDED BY DEVELOPER EXTRA ITEM POINTS CHARGABLE TO VENDORS

1. Verandah : (1) 1 Bell point
 (2) 1 Light point
 (3) Gate light points

2. Living/Dinning: (1) 2 fan points (ceiling)
 (2) 2 light points (ceiling)
 (3) 2 wall light points
 (4) 1 telephone point
 (5) 1 T.V. point
 (6) 2 nos 5 amps point

3. Porch : (1) 1 light point
 (2) 1 no. 5 amps point

4. Bedroom : (1) 1 fan point
 (2) 2 light points (wall)
 (3) 2 nos 5 amps point

5. Toilet : (1) 1 light point
 (2) 1 no. 5 amps point

6. Kitchen : (1) 1 fan point
 (2) 2 light points
 (3) 2 nos 5 amps point
 (4) 1 no. 15 amps point
 (5) 1 no. 5 amps point for fridge

7. Patio : (1) 1 light point

8. Staircase : (1) 2 way light point

- First Floor:
1. Landing : (1) 1 light point

2. Master Bedroom: (1) 1 fan point
 (2) 2 light points
 (3) 2 nos 5 amps point
 (4) 1 telephone point
 (5) 1 no. 15 amps point for A/C

3. Toilet 2 & 3 : (1) 1 light point each + 5 amps sharing point (1) 2 nos light point
 (2) 1 no. 15 amps point for geyser or solar

4. 3rd Bedroom: (1) 1 fan point
 (2) 1 light point (ceiling)
 (3) 2 wall light points
 (4) 2 nos 5 amps point

5. Terrace : (1) 1 light point

6. Invertor wiring and 15 amps point as extra item point chargeable to Vendors

Shyam Singh

x Paul

x Gousalwar

