

THIS AGREEMENT is made at Margao, Goa, on this day of
 , 2017 - B E T W E E N -

(1) M.S PEREIRA REAL ESTATES, a partnership firm, duly registered under Indian Partnership Act, 1932, having office at Sirvodem, Margao, Goa, PAN Card No.AACFP8290M, represented herein through Its Managing partner, MR. PIO MONTE PEREIRA, son of late Rosario Francisco Pereira, aged 53 years, married, businessman, resident of Sirvodem, Margao, Goa, hereinafter referred to as the "PROSPECTIVE VENDORS" of the FIRST PART;

(2) _____, SON of Mr. _____ aged _____ years,
Occupation _____ having PAN Card bearing No. _____ and
Aadhaar No. _____ resident of _____
_____ and hereinafter referred to as the
"PROSPECTIVE PURCHASER" of the SECOND
PART -

AND -

(3)(a) MRS. MARIA AGUSTA BALBINA BARRETTO,
daughter of late Mr. Camilo Barreto, wife of late Filomeno Barreto, aged
75 years, housewife, (b) MR.PRUDY BARRETTO alias PRUDE BARRETTO,

son of late Filomeno Barreto, married, aged 50 years, Occupation service and his wife (c) MRS. JOLENTA ISABEL D'SOUZA alias JOLENTA ISABEL BARRETTO, daughter of Anthony Valentine, aged 41 years, housewife, (d) MRS. XAVIERA LUIZA BARRETTO, daughter of late Filomeno Barreto, aged 55 years, married, and her husband (e) MR ALFRED PALHA, son of Mr. Augustinho Palha, aged 60 years, occupation service, both Canadian Nationals both Canadian Nationals of Indian origin holding Overseas Citizen of India (OCI) Certificate of Registration under Nos.038217 and 038216 respectively issued by Consulate of India, Toronto, Canada on 6th July 2006, (f) MRS. SYLVIA CONSTANTINA BARRETTO alias SYLVIA CONSTANTINA FERNANDES, daughter of late Filomeno Barreto, married, housewife, aged 52 years, and her husband (g) MR. PETER JOSEPH FERNANDES, son of Mr. Vincent Fernandes, aged 61 years, occupation service, all others are Indian Nationals and residents of Margao, Goa all represented herein through their attorney said MR. PIO PEREIRA by virtue of Power of Attorney dt.17th April 2008 executed before the Notary J.V.Antao read with Power of Attorney dt.10th January 2008 and 26th December 2007 executed before Consulate of India, Toronto and Consulate Secretary, Manila, Philippines, true copies of which are filed here with;

(4) (a) MRS. SIMIOLA QUEROBINA BARRETTO alias SIMIOLA QUEOBINA PEREIRA, daughter of late Mr.Inacio Pereira, wife of late Jose Caetano Jorge Barretto alias Joseph Caitano George Barreto, aged 64 years, housewife, and (b) Miss VALANCY ANTONETA BARRETTO, daughter of late Jose Caetano Jorge Barretto alias Joseph Caitano George Barretto,

aged 27 years, student, both Indian Nationals and residents of Sirvodem, Margao, Goa, represented herein through their attorney said MR. PIO PEREIRA constituted by virtue of Power of Attorney dt.18th November 2011 executed before the Notary Jayant S.Prabhu Shanbhag of Margao, true copy of which is filed herewith and

(5) MRS. THECLA MARIA C. BARRETO alias THECLA BARRETO, daughter of late Mr. Custodio Fernandes, wife of late Mr.Benjamin Sirvel Barreto, aged 61 years, occupation Service, Canadian National of Indian Origin holding Overseas Citizen of India (OCI) Certificate bearing Registration No.A1840200 issued by Foreigners regional registration Office, Mumbai on 12th June 2015, resident of Sirvodem, Margao, Goa, represented herein through her attorney said MR. PIO PEREIRA constituted by virtue of Power of Attorney dt.31st March 2016 executed before the Consulate of India, Toronto , and adjudicated by the Adl. Collector of South Goa on 18th of April 2016, true copy of which is filed herewith, all hereinafter collectively referred to as the "CONFIRMING PARTIES" of the THIRD PART.

Each of the expressions "THE PROSPECTIVE VENDORS", "THE PROSPECTIVE PURCHASER" and "THE CONFIRMING PARTIES" herein used shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns.

WHEREAS there exists a property, namely property known as SIRVODEM, formerly within Navelim village, now at ward Sirvodem, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete

under No.11138 at folios 199 of Book B 28 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No.1252, more particularly described in the SCHEDULE "A" hereunder and hereinafter referred to as the "entire property";

AND WHEREAS the said entire property originally belonged to Mr.Camilo Barreto on whose death Inventory Proceeding was initiated under Inventory Proceeding No.3466/1951 wherein the said entire property was allotted, namely half right to his wife Antonieta Mendes and half right to his children, Maria Albina Barreto married to Filomeno Barreto, Jose Caetano Jorge Barreto, Mr.Benjamin Cirilo Barreto, Mr. Manuel Barreto and Mr. Henry Barreto;

AND WHEREAS the said Mrs. Antonieta Mendes married with second nuptials to Mr. Joaquim Santana da Costa and filed Civil Suit under No.19/1967 in the Court of the Civil Judge, Sr. Dvn, Margao for partition, whereby the said entire property was divided into two parts/plots/Lotes, whereby the Lote No.1, described in the SCHEDULE "B" hereunder was allotted to said Maria Albina Barreto married to Filomeno Barreto, Mr. Jose Caetano Jorge Barreto, Mr. Benjamin Cirilo Barreto, Mr. Manuel Barreto and Mr. Henry Barreto jointly vide Judgment and Order dt.19th January 1968;

AND WHEREAS said Mr. Filomeno Barreto, husband of said Maria Augusta Albina Barretto expired leaving behind the CONFIRMING PARTIES Nos.(3) as only heirs and successors, who by Agreement dt.14th April 2008 agreed to sell their one fifth share in the said property to the PROSPECTIVE

VENDORS herein and pending the said Agreement allowed the PROSPECTIVE VENDORS to develop the said property by constructing building and dispose of the premises therein to their customers along with the proportionate share in land;

AND WHEREAS said Mr. Jose Caetano Jorge Barreto expired leaving behind Mrs. Simiola Querobina Barreto as his wife and moiety holder and only daughter, Miss Valancy Antoneta Barretto, the CONFIRMING PARTY No.(4) as only heir and successor who by Agreement dt.18th November 2011 agreed to sell their said one fifth share in said property to the PROSPECTIVE VENDORS herein and pending the said Agreement allowed the PROSPECTIVE VENDORS to develop the said property by constructing building and dispose of the premises therein to their customers along with the proportionate share in land;

AND WHEREAS said Mr. Henry Barreto expired as a bachelor and prior to his death entered into Agreement dt.17th January 2005 with the PROSPECTIVE VENDORS to sell his one fifth share in said property and pending said Agreement allowed the said PROSPECTIVE VENDORS to develop the said property by constructing building complex therein and dispose of the premises with proportionate share in land to their customers;

AND WHEREAS said Mr. Henry Barreto expired leaving behind Public will in favour of the CONFIRMING PARTY No.(4)(a) Mrs. Simiola Querobina Barreto and by virtue of Judgment and Order passed on 15th September 2015 in the Inventory Proceedings No.191/2014/III by the Court of

IIIrdAddl.Civil Judge, Sr. Dvn, Margao said Mrs. Simiola Querobina Barreto became entitled for said one fifth share in said Mr. Henry Barreto and to bind by said Agreement entered by him with the PROSPECTIVE VENDORS;

AND WHEREAS said Mr. Benjamin Barreto and his wife Mrs. Thecla Maria Barreto by Agreement dt.9th January 2005 with the PROSPECTIVE VENDORS to sell their one fifth share in said property and pending said Agreement allowed the said PROSPECTIVE VENDORS to develop the said property by constructing building complex therein and dispose of the premises with proportionate share in land to their customers;

AND WHEREAS said Mr. Benjamin Barreto expired and by virtue of Judgment and Order passed on 29th February 2016 in the Inventory Proceedings No.166/2015/A by the Court of Civil Judge, Sr. Dvn, Margao said one fifth share was allotted to his wife said Mrs. Thecla Barreto and to bind by said Agreement entered by her and her late husband with the PROSPECTIVE VENDORS;

AND WHEREAS by Deed of Sale dt.08th August 2011 registered in the office of the Sub-Registrar of Salcette, Margao under No.MGO-BK1-04285-2011 dt.08th August 2011, the PROSPECTIVE VENDORS purchased one fifth share of said Manuel Barreto and his wife in the said property;

AND WHEREAS the PROSPECTIVE VENDORS in view of

purchase of said one fifth right in said property and further having agreed to purchase remaining share of other co-owners with right to develop the said property are entitled to develop the said property by constructing building complex therein and dispose of the premises therein to their customers;

AND WHEREAS the PROSPECTIVE VENDORS are developing the said property by constructing a buildings complex therein as per development permission from South Goa Planning and development Authority, Margao under Order No.SGPDA/P/5538/251/16-17 dt. 11/05/2016 and and Construction Licence no.A/17/16-17 dated 14/6/16 from Margao Municipal Council and name said complex as "TOWER OF DAVID "; AND WHEREAS the PROSPECTIVE PURCHASER intend to purchase Flat on the Third Floor in the said proposed building and approached the PROSPECTIVE VENDORS for purchase of such premises in said building;

AND WHEREAS at the request of the PROSPECTIVE PURCHASER, the PROSPECTIVE VENDORS have agreed to construct and sell to him/her one flat on the floor of said proposed building in the said property, namely Flat No. with super built up area of () sq.mts with approx. built up of () sq.mts along with proportionate undivided right in the said property, more particularly described in the SCHEDULE "C" hereunder and hereinafter collectively referred to as the "said premises", at/for a total price/consideration of Rs. (Rupees Only).

which includes the cost of construction of the said premises and value of proportionate undivided right in the said property;

AND WHEREAS the said premises and building shall be constructed as per the SPECIFICATIONS annexed hereto;

1. The PROSPECTIVE VENDORS shall under normal conditions and subject to the payments to be made by the PROSPECTIVE PURCHASER / S as enumerated in Payment Schedule hereunder complete the said premises as per the sanctioned building plan on the said property and as per SPECIFICATIONS annexed hereto seen and approved by the PROSPECTIVE PURCHASER / S with such variations in the said plans and specifications as the PROSPECTIVE VENDORS may consider necessary or as may be required by the concerned authorities.

The PROSPECTIVE PURCHASER / S hereby expressly consents to all such variations and further agrees that he/she/they 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 super built up area of the said premises agreed to be sold to the PROSPECTIVE PURCHASER/S shall not be reduced by reason of such variations.

2. The PROSPECTIVE PURCHASER / S agrees that all the terms and conditions contained in the development permission, construction license etc. sanctioning the

building plans shall be binding upon the PROSPECTIVE PURCHASER / S and the PROSPECTIVE PURCHASER / S shall not raise any objection whatsoever in respect of or with regard to any of the said building plans and/or in respect of the rights and privileges conferred upon the PROSPECTIVE VENDORS under this Agreement.

3. The PROSPECTIVE PURCHASER/S hereby agrees to purchase the said premises shown in the plan annexed hereto in the said proposed building complex in the said property for a price of Rs. /-(Rupees
Only) which will be paid by the PROSPECTIVE
PURCHASER / S to the PROSPECTIVE VENDORS in installments as
mentioned in the SCHEDULE "D" hereunder.

4. The PROSPECTIVE PURCHASER/S hereby agrees to pay all amounts payable under the terms of this agreement as and when they become due and payable, the time for payment of each of such installments being the essence of contract. It is expressly agreed between the parties that the PROSPECTIVE VENDORS are not bound to give any notice requiring such payment and shall not be an excuse for non payment or delayed payment of any amount or amounts on their respective dates. All payments made by cheques or DD shall be payable at par in Margao.

5. If the PROSPECTIVE PURCHASER / S commits defaults in payment of any amount as when they become due and payable (time being the essence of the contract) and/or fails to observe and/or perform any of the terms and conditions of this agreement, the PROSPECTIVE VENDORS shall be at liberty to terminate this agreement, in which event the earnest money i.e. first installment paid under this agreement by the PROSPECTIVE PURCHASER / S shall stand forfeited to the PROSPECTIVE VENDORS . The PROSPECTIVE VENDORS , however, on such termination refund to the PROSPECTIVE PURCHASER / S the part payments/s, if any, which may have till then paid by the PROSPECTIVE PURCHASER / S to the PROSPECTIVE VENDORS but without any further amount by way of interest, damages, or otherwise within a period of thirty days of such termination of the agreement. On the PROSPECTIVE VENDORS terminating this agreement under this clause, they shall be at liberty to sell off the said premises to any other person as The PROSPECTIVE VENDORS may deem fit and such price as the PROSPECTIVE VENDORS may determine and the PROSPECTIVE PURCHASER / S shall not be entitled to question such sale or to claim any amount from the PROSPECTIVE VENDORS . It is also agreed that in case the PROSPECTIVE PURCHASER / S

makes default in payment of two consecutive installments, this agreement shall automatically stand cancelled and the amounts already paid by the PROSPECTIVE PURCHASER / S shall stand forfeited. However, the PROSPECTIVE VENDORS at their option may regularise the said agreement by entering into fresh agreement on same terms and conditions, except the financial consideration which will be as prevailing at the time of entering into fresh agreement.

6. Without prejudice to the PROSPECTIVE VENDORS other rights under this agreement and/or in law, the PROSPECTIVE PURCHASER/S shall be liable to pay to the PROSPECTIVE VENDORS interest at the rate of 21% (twenty-one per cent) per annum on all amounts due and payable by the PROSPECTIVE PURCHASER / S under this agreement, if such amounts remain unpaid for 10 (ten) days or more becoming due.

7. The said premises shall be delivered to the PROSPECTIVE PURCHASER / S after the said premises is ready for occupation, PROVIDED all the amounts due and payable by the PROSPECTIVE PURCHASER / S are paid to the PROSPECTIVE VENDORS . The issuance of the occupancy certificate or completion certificate shall be conclusive proof of completion. The possession of the said premises has not been delivered nor secured under this agreement and same shall be secured by executing conveyance deed either in favour of Housing Society, if formed by owners of various premises in said complex or individually in case no such society is formed.

The PROSPECTIVE PURCHASER / S shall take delivery of the said premises on payment of the aforesaid amounts within 7 (seven) days on the PROSPECTIVE VENDORS giving written notice to the PROSPECTIVE PURCHASER / S intimating that the said premises is ready for occupation.

8. SUBJECT to the PROSPECTIVE PURCHASER / S making the full payment of all the amounts due by him/her/them under this agreement and subject to "force majeure" the said premises shall be delivered by the PROSPECTIVE VENDORS to the PROSPECTIVE PURCHASER / S on or before expiry of Thirty months from the date of execution of This agreement. The PROSPECTIVE VENDORS shall not incur any liability if they are unable to deliver the said premises by the date aforesaid, if the completion of the said premises is delayed by reason of non availability of vital construction material/s or electric power supply or water supply by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any , rule or notification of the Government, Municipality or a Court of law or Tribunal on account of the Government not granting any permissions, licences, certificates, NOCs and other requirements or for any reason whatsoever or on account of any circumstances beyond the control of the PROSPECTIVE VENDORS or for any other unavoidable unforeseen or inevitable circumstances. In case of delay in handing over of possession, except for the circumstances herein above the PROSPECTIVE PURCHASER shall be entitled for damages at the rate of Rs. 1000/- per month for each month of delay . However , in case the PROSPECTIVE PURCHASER delayed the payments of installments , beyond seven days of being due then no

compensation shall be liable to be paid by the PROSPECTIVE VENDORS .

9. Upon the said premises being delivered to the PROSPECTIVE PURCHASER / S, he/she/they shall be entitled to use and occupy the same for permissible purpose's only and as laid down by the concerned authorities and not for any other purpose. Upon the PROSPECTIVE PURCHASER / S taking delivery of the said premises , he/she/they shall have no claim against the PROSPECTIVE VENDORS in respect of the quality and nature of work of the said premises which may be alleged not to have been carried out or completed.

10. Commencing a week after the notice is given by the PROSPECTIVE VENDORS to the PROSPECTIVE PURCHASER / S that the said premises is ready for use and occupation, the PROSPECTIVE PURCHASER / S shall be liable to bear and pay all taxes and charges for electricity and other services and outgoings payable in respect of the said premises.

11. The PROSPECTIVE PURCHASER / S hereby expressly agree/s that in the event of any amount by way of premium or security deposit becoming payable to Margao Municipal Council or any Government authority either for betterment charges or any development tax, service tax, infrastructure tax house tax or security deposit or any other tax or payment of similar nature becoming payable by the PROSPECTIVE VENDORS the same shall be reimbursed by the PROSPECTIVE PURCHASER/ S to the PROSPECTIVE VENDORS in proportionate to the area of the said premises agreed to be purchased by the PROSPECTIVE PURCHASER / S.

12. The PROSPECTIVE PURCHASER/S shall not use the said premises in contravention of the conditions as stipulated in the license issued for the purpose of construction of said building by South Goa Planning and Development Authority, Margao Municipal Council or any other concerned authorities.

13. The PROSPECTIVE PURCHASER / S shall maintain the front elevation and the side and rear elevations of the said premises in the same form as the PROSPECTIVE VENDORS constructed it and shall not at any time alter the said elevations in any manner.

14. The PROSPECTIVE PURCHASER / S has satisfied himself with the specifications of the said premises and amenities to be provided therein provided, however that if the PROSPECTIVE PURCHASER / S require/s any amenities other than those provided, the PROSPECTIVE VENDORS may provide them on such written request, made by the PROSPECTIVE PURCHASER / S to the PROSPECTIVE VENDORS during the construction. The said amenities provided upon such request in writing shall be considered as extra amenities and shall be charged for over and above the consideration contained at clause (3) above. The PROSPECTIVE PURCHASER / S shall be bound to pay to the PROSPECTIVE VENDORS the price for the extra amenities provided at the market price, which shall be quoted to the PROSPECTIVE PURCHASER / S by the PROSPECTIVE VENDORS before starting of said extra works.

15. The PROSPECTIVE PURCHASER / S shall from the date of taking delivery, maintain the said premises at his/her /their costs, in a good and tenable condition

and shall not do or suffer to be done anything in or to the said premises or do any extensions which are not permissible by the concerned authorities.

16. PROVIDED it does not in any way effect or prejudice the rights of the PROSPECTIVE PURCHASER / S in respect of the said premises, the PROSPECTIVE VENDORS shall be at liberty to sell, assign, transfer or otherwise deal with Their rights, title and interest in the said property and/or in the building to be constructed thereof.

17. The PROSPECTIVE PURCHASER / S shall have no claims whatsoever, except in respect of the said premises hereby agreed to be acquired and the proportionate right in the land underneath the said building as also the proportionate right to the staircase and common passage areas.

18. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or the land, here detements and premises or any part thereof or of the said building thereon or any part thereof.

19. The PROSPECTIVE PURCHASER / S shall not let, sub-let, sell, transfer, assign or part with his/her/their interest under this agreement unless the payments payable under this agreement are fully paid up and only if the PROSPECTIVE PURCHASER / S has not been guilty of breach of or nonobservance of any of the terms and conditions of this agreement and until he obtained previous consent in writing from the PROSPECTIVE VENDORS.

20. The PROSPECTIVE PURCHASER/S and the persons to whom the said

premises is let, sub-let, transferred, assigned or given possession shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the PROSPECTIVE VENDORS may require for safeguarding the interest of the PROSPECTIVE VENDORS and/or the PROSPECTIVE PURCHASER / S in the building or said building complex .

21.If any levy or taxes is or are charged or levied or sought to be recovered by the Margao Municipal Council, the Government or any other public authorities in respect of the said building and/or the said premises, the same shall be borne and paid by the PROSPECTIVE PURCHASER / S proportionate to the said premises.

22.The deposits that may be demanded by or paid to the Electricity Department and Water Works Department , Sewerage Corporation for the purpose of giving electricity connection water connection, Sewerage connection and/or including the deposits for electricity water and Sewerage meter shall be payable by the PROSPECTIVE PURCHASER / S. In case any such connection / s are obtained in common , the PROSPECTIVE PURCHASER shall contribute such deposits and charges as may be decided by the PROSPECTIVE VENDORS. In case any Electrical transformer is determined to be required by the Electricity Department for the building complex then the PROSPECTIVE PURCHASER shall also contribute such charges as may be decided by the PROSPECTIVE VENDORS towards their proportionate share.

23.All notices to be served to the PROSPECTIVE PURCHASER / S as contemplated in this agreement shall be deemed to have been duly served if sent to

the PROSPECTIVE PURCHASER / S under certificate of posting at his/her/their address given herein below:

24. The PROSPECTIVE VENDORS shall have a first lien and paramount charge on the said premises agreed to be purchased by the PROSPECTIVE PURCHASER / S in respect of any amount payable by the PROSPECTIVE PURCHASER / S under the terms and conditions of this agreement.

25. 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 land is increased, such increase shall accrue to the benefit of the PROSPECTIVE VENDORS alone without any rebate to the PROSPECTIVE PURCHASER / S, however the right conferred to the PROSPECTIVE PURCHASER / S under this agreement shall not be reduced. The PROSPECTIVE VENDORS shall be free to do such additional construction as approved by the concerned authorities for the said additional FAR and free to dispose of the same.

26. The PROSPECTIVE PURCHASER / S shall join the Co-Operative society or any other legal entity that may be formed by the purchasers of various premises in the said building complex and shall deposit a total amount calculated at Rs 300/ (Rupees Three Hundred Only) per Square meter of the super built up area of the said premises with the BUILDER on account of formation, registration and membership of such society or any other legal entity formed at the time of taking

delivery of the said premises. The PROSPECTIVE VENDORS undertakes to co-operate with the PROSPECTIVE PURCHASER and purchasers of other premises in formation of such society or any other body and sign all documents and other papers as may be required for said purposes.

27. The PROSPECTIVE VENDORS shall carry out the day to day maintenance of the whole complex i.e. complete maintenance of open spaces, gardens, public electrical lightings, day to day cleanliness and maintenance of the whole complex till formation of Housing society or association by purchasers of various premises in said building complex. In order to maintain the complex the PROSPECTIVE PURCHASER / S shall deposit a total amount calculated at Rs 300/ (Rupees Three Hundred Only) per Square meter of the super built up area of the said premises with the PROSPECTIVE VENDORS at the time of taking over delivery of the said premises, which amount shall be used and utilised for the such maintenance. On formation of Housing society or association, balance, if any shall be transferred to such society, who has to do such maintenance work. In case such deposited amount is exhausted the PROSPECTIVE PURCHASER / S shall pay further deposit as demanded by the PROSPECTIVE VENDORS for carrying out such maintenance work.

28. It is hereby agreed that the Deed of Conveyance and all such other deeds and documents to be executed between the PROSPECTIVE PURCHASER / S and the PROSPECTIVE VENDORS and/or the Housing Society and the PROSPECTIVE

VENDORS shall be prepared by the advocate for the PROSPECTIVE VENDORS and that all such costs and expenses including stamp duty and registration charges incurred for executing the Deed of Conveyance shall be borne by the respective buyer as per his/her/their proportionate share. It is clearly agreed between the parties that in case the PROSPECTIVE PURCHASER wants to execute an individual conveyance deed then the same will be executed at his costs but he will have to compulsorily have to be also part of the conveyance deed to be executed in favour of the society and also contribute towards such conveyance.

The PROSPECTIVE PURCHASER shall also pay on his account towards such legal expenses payable to the advocate of the PROSPECTIVE VENDORS in getting the conveyance of the premises along with the proportionate right in the land in his/their name or in the name of legal entity, if formed.

29. The PROSPECTIVE PURCHASER / S does hereby agrees and declares that he/she has inspected all the title documents of the said property and is fully satisfied about the title of the PROSPECTIVE VENDORS to execute this agreement.

30. The said proposed building complex shall be named as **TOWER OF DAVID** as also the name of housing society or any other body so formed by purchasers of various premises in the said building complex.

31. The parties hereto agree that all questions and disputes regarding completion of stages of construction of the said premises or final completion of the said building

complex fixed for the payments of installments shall be finally decided and/or settled by the Architect's certificate of such stage or of final completion and such certificate shall be binding on both the parties.

32. In case any one of the party to this agreement violates any terms and conditions of this agreement, the aggrieved party shall be entitled for specific performance of this agreement at their option.

33. The price for construction hereby settled is based on the prevailing basic prices of the materials. However, in case the market prices of the said materials are increased during the course of construction of entire building or any part thereof then the PROSPECTIVE PURCHASER / S shall be liable to pay the increase in the difference in the cost of construction materials proportionately based on the said increase in the prices. Notwithstanding anything said in clause (3) hereinabove and in SPECIFICATIONS herein below, the consideration of the said premises shall be subject to upward revision only in case of escalation in cost of steel, cement, laterite stones, other materials etc, if the escalation in prices mentioned in SCHEDULE "E" is more than 10% (ten) of the present market rate. The basic Rates of the items at the time of execution of these presents are given in SCHEDULE "E" herein below.

34. That in case of increase or decrease in the area of the said premises on completion of the said premises, the PROSPECTIVE PURCHASER / S shall be

liable to pay to the PROSPECTIVE VENDORS or entitled for refund from the PROSPECTIVE VENDORS proportionate cost of such increase or decrease in area.

35. Any delay tolerated or indulgence shown by the PROSPECTIVE VENDORS in enforcing the terms of this agreement or any forbearance or giving time to the PROSPECTIVE PURCHASER by the PROSPECTIVE VENDORS shall not be construed as a waiver on the part of the PROSPECTIVE VENDORS of any breach or non compliance of any of the terms and conditions of this agreement by the PROSPECTIVE PURCHASER and shall not in any manner prejudice the rights of the PROSPECTIVE VENDORS.

SCHEDULE "A"

(Description of the entire property)

ALL THAT property known as SIRVODEM, formerly within Navelim village , now at ward Sirvodem, Margao, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No.11138 at fls 199 of Book B 28 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No.1252 and bounded on the east by property of same name of Marcos Octaviano Diniz and property of Pedro of Pedro Camilo Carvalho, on the west by property Quinchem and Jagao of said Marcos Octaviano, on the north by property of heirs of Florinda da Silva and on the south by property Quinchem of Minguel Antonio.

SCHEDULE "B"

(Description of the said property)

ALL THAT Lote No.1 of the property described in the SCHEDULE "A" above, which Lote No.1 is surveyed under Chalta Nos 87 to 98 of P.T.Sheet No.275 and Chalta Nos.7 and 8 of P.T.Sheet No.279, having an area of 3055 sq.mts and bounded on the east and west by property of Octaviano Diniz, on the north by property of Leandro Silva and on the south by public road.

SCHEDULE "C"

(Description of the said premises)

All that Flat No. on the floor of Building complex proposed to be constructed in the said property described in the SCHEDULE "B" above, which flat has super built up area of () sq. mts equivalent to built up area of () sq.mts and shown in the plan annexed hereto and forming an independent and separate premises is bounded
on the east by
on the west by
on the north by
on the south by

SCHEDULE "D"
(PAYMENT SCHEDULE)
Modes of payments of installments :

1. At the time of signing of agreement and booking (Earnest money)	Rs.
2. On completion of plinth of proposed building	Rs.
3. On completion of casting of first slab	Rs.
4. On completion of casting of second slab.	Rs.
5. On completion of casting of Third slab.	Rs.
6. On completion of walls of said apartment	Rs.
7. On completion of casting of Roof slab.	Rs.
8. On fixing of door frames and flooring tiles.	Rs.
9. On completion of electrical wiring of said apartment.	Rs.
10. On completion of all works and the time of handing over the possession of said apartment	Rs.
TOTAL	Rs.
(RUPEES	ONLY)

SCHEDULE "E"

Prices of basic building materials.

- 1) Cement Rs.350/- per bag of 50 Kg.
- 2) Reinforcement Rs. 39,000/- per Tone.
- 3) (a) Sand (Fine aggregate) Rs.1,600/- per Cu Mt
(b) Granitic Aggregate Rs.1,500/ - per Cu Mt

- 4) Light Weight AAC blocks @ Rs.4,000/- per cubic meter.
- 5) Salwood Rs.2,400/-per C ft
- 6) Teakwood Rs. 4,500/-per C ft.
- 7) Mangalore tile Rs. 14 per tile and Rs.60/- per Ridge tile.

SPECIFICATIONS

STRUCTURE: R.C.C frame structure with external / internal walls of fly ash light weight AAC blocks masonry in chemical / cement mortar, and as per designs approved by competent authorities.

DOORS& WINDOWS: The main door will be of Teak wood and Varnished, and all other doors frames will be of matti/Sal wood, & internal doors shall be of Export quality Moulded skin over block board and bathroom door of F.R.P , with iron oxidized fittings. All windows will be of powder coated aluminum type. All internal doors will be oil painted.

PLASTER AND PAINT: All external surfaces of the building will be plastered with two coats of cement mortar finished with cement paint .Internal walls, ceiling will be plastered with one coat of cement mortar and finished smooth with neeru. Inside walls will be painted with two coats of Oil bound Distemper with choice of Colours & ceilings shall be painted white with two coats of lime wash.

FLOORING : Living & Dining rooms will be fixed with Vitrified tiles (of basic rate Rs 500/- per Sq Mt), and all other rooms shall be fixed with ceramic tiles (of basic rate Rs 300/- per Sq Mt)laid in cement mortar. All rooms will be provided with 4” high skirting.

TOILET/BATH: Toilet/Bath shall consist of an Indian W.C / European W.C (as per choice) and a wash basin. All bathrooms will be provided with one overhead shower , one bib cock and one pillar cock for wash basin with the necessary angle cocks, etc. of reputed brand. All Toilets /baths shall be provided with 8” X 12 “ ceramic tiles)dados (of basic rate Rs 300/- per Sq Mt) to an average height of 2.40mts. For bath area& 1.mtr for W.C area . Toilet and Bath floor also to be laid in 8” X 8” ceramic tiles. (of basic rate Rs 250/- per Sq Mt)

KITCHENS: Kitchen to be provided with stainless steel sink, and cooking platform finished with black Granite stone. The wall backing the Kitchen platform to be provided with ceramic tiles (of basic rate Rs 300/- per Sq Mt) up to a height of 0.45mts.

ELECTRICALS: All wiring to be in best quality cable and concealed and points to be provided as follows.

Liv/Din. 3 wall points, 1 fan point,
1 plug Point, 1 TV Socket.
1 Phone Point.
Bedroom. 2 wall points, 1 plug point,
1 fan point.

Kitchen/Bath. 2 wall points, 1 power point.

Toilet. 1 wall point, 1 plug point.

Staircase.(common) 1 two way point.

All fixtures including fans are to be provided by the purchaser.

PLUMBING & DRAINAGE: Rain water drainage to be P. V.C down take pipe. Plumbing main and distribution to be in P.V.C pipes. Underground drainage to be in stoneware / S.W.R pipes with chambers which are to be connected to sewage Mains/Septic Tank. ROOFING: R.C.C Slab with approved type of water proofing with Mangalore Tiles fixed above that.

OVERHEAD WATER TANK: Each Apartment will be provided with a Water tank of 1000 litres capacity .

METERS: Electrical & water meter will be provided, but the Owners will have to pay the necessary deposits.

Any alteration and additional work as desired by the Owners in the specifications may be considered at an extra cost .

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month, year and place first hereinabove mentioned.

PROSPECTIVE VENDORS

MR PIO PEREIRA for
M/S PEREIRA REAL ESTATES and
CONFIRMING PARTIE

LEFT HAND FINGER IMPRESSIONS OF MR PIO PEREIRA

RIGHT .HAND FINGER IMPRESSIONS OF MR PIO PEREIRA

PROSPECTIVE PURCHASER

LEFT HAND FINGER IMPRESSIONS OF

RIGHT .HAND FINGER IMPRESSIONS OF

Witnesses :1) Name:

Address :

2) Name:

Address :