AGREEMENT OF FINANCE & SALE

THIS AGREEMENT is made at Mapusa, Goa on this _____th day of _____, 2018;

BETWEEN

M/s. D ELEGANCE REAL ESTATE DEVELOPERS a Partnership Firm, registered under the Indian Partnership Act having its office H. no. 43, Villa Gonsalves, Chinchwada, Chimbel, Ilhas Goa, Pan card no. AAKFD3362J, represented herein through its partners:

- Mr. KAMAL PREMNATH BEHL s/o Mr. Premnath Behl, 50 years of age, married, service, holding PAN Card no. AAEPB0231A, Indian National, r/o 501, Panchtantra Heights Co-operative Housing Society Ltd, Panchmarg, New Yari Road, Versova, Andheri(w), Mumbai-400061;
- 2. Mr. VENANCIO MARIA DE JESUS GONSALVES, son of Alfredo Bernabe Gonsalves, 41 years of age, married, Engineer/ Contractor, Pan No. ADQPG0300A, r/o H. No. 43, Villa Gonsalves, Chimbel, Ilhas, Goa, 403006, hereinafter referred to as the 'VENDORS/DEVELOPER' (which expression shall unless repugnant to the context and meaning shall mean and include its legal representatives, administrators and assigns) of the FIRST PART.

AND

Mr./Ms._____, s/o Mr._____, ___ years of age and resident at ______ hereinafter referred to as the 'FINANCIER/PURCHASER' (which expression shall unless repugnant to the context or meaning shall be deemed to mean and include her heirs, successors, legal representatives, administrators and assigns) of the SECOND PART.

WHEREAS there exists a property known as "MADALOWADDO" alias "ODLEA BANDAVELEM BATA" situated at Village Marna, within the limits of Village Panchayat of

Marna-Siolim, Sub-district of Bardez District of North Goa, State of Goa, neither described in the Land Registration Office of Bardez, nor enrolled in the Taluka Revenue Office of Bardez, bearing old cadastral survey no. 465(part), surveyed for records of rights under survey no.62/1 of Village Marna admeasuring an area of 2,300 sq. meters, hereinafter referred to as "THE SAID PROPERTY" and more particularly described in schedule herein under.

AND WHEREAS the SAID PROPERTY bearing survey no.62/1 of Village Marna originally belonged to the Mr. Crisna Xete Modcoicar and the name of the said Crisna Xete Modcoicar is appearing in respect of old survey no. 465 of Village Marna in the Registo de Agrimensor/extract of registration maintained by the Asstt. Survey & Settlement Officer.

AND WHEREAS the said Mr. Crisna Xete Modcoicar also known as Krishna Xete Madkaikar was married to Mrs. Krishnabai Krishna Madkaikar under the regime of general communion of assets and from their wedlock they had only one daughter Mrs. Laxmi Kashinath Chodankar married to Mr. Kashinath Chodankar.

AND WHEREAS the said Mr. Crisna Xete Modcoicar also alias Krishna Xete Madkaikar and the said Mrs. Krishnabai Krishna Madkaikar expired leaving behind the said Mrs. Laxmi Kashinath Chodankar married to Mr. Kashinath Chodankar as their only universal heirs.

AND WHEREAS Mrs. Laxmi Kashinath Chodankar married to Mr. Kashinath Chodankar were also married under the regime of general communion of assets and from their wedlock they had following heirs:

- a. Mr. Nandakumar Kashinath Chodankar married to Laxmi Nandakumar Chodankar.
- b. Mr. Suresh Kashinath Chodankar Married to Anuradha Suresh Chodankar
- c. Mr. Pradeep Kashinath Chodankar married to Hemalata Pradeep Chodankar.

AND WHEREAS on the death of the said Mr. Crisna Xete Modcoicar alias Krishna Xete Madkaikar and his wife Mrs. Krishnabai Krishna Madkaikar and Mrs. Laxmi Kashinath Chodankar and her husband Mr. Kashinath Chodankar, Inventory proceedings bearing no.484/2011/B were initiated in the Court of the Civil Judge Senior Division at Mapusa by Mr. Suresh Kashinath Chodankar and the said Mr. Suresh Kashinath Chodankar was appointed as the Administrator. In the statement on oath made by the said Mr. Suresh Kashinath Chodankar, she affirmed on oath that said Mr. Crisna Xete Modcoicar alias Krishna Xete Madkaikar and his wife Mrs. Krishnabai Krishna Madkaikar and Mrs. Laxmi Kashinath Chodankar and her husband Mr. Kashinath Chodankar expired leaving behind the following heirs as their only heirs namely Mr. Nandakumar Kashinath Chodankar married to Laxmi Nandakumar Chodankar; Mr. Suresh Kashinath Chodankar married to Anuradha Suresh Chodankar; Mr. Pradeep Kashinath Chodankar married to Hemalata Pradeep Chodankar.

AND WHEREAS said property was listed as Item no. 1 in the list of assets dated 06-02-2012 filed in the said Inventory proceedings bearing no.484/2011/B and in terms of the minutes of auction, the final chart of allotment and vide order dated 12th March, 2012 passed by the Civil Judge Senior Division at Mapusa the said property described at item no.1 came to be allotted to the Applicant/Head of the Family/Administrator Mr. Suresh Kashinath Chodankar and the said allotment was confirmed and made absolute.

AND WHEREAS in terms of the said order dated 12th March, 2012 passed in inventory proceedings bearing no.484/2011/B the said Mr. Suresh Kashinath Chodankar initiated mutation proceedings and entered his name in the records of rights (Form I&XIV).

AND WHEREAS vide deed of sale dated ______ duly registered in the Office of the Sub Registrar of Bardez at Mapusa under no. _____ number ______ on ______ the said **Mr**. Suresh Kashinath Chodankar and his Mrs. Anuradha Suresh Chodankar and his brothers Mr. Nandakumar Kashinath Chodankar alias Nandkumar Chodankar and his wife Mrs. Laxmi Nandakumar Chodankar alias Laxmi Chodankar and Mr. Pradeep Kashinath Chodankar alias Pradip Kashinath Chodankar and his wife Mrs. Hemalata Pradeep Chodankar alias Chodankar Hemlata Pradeep conveyed the SAID PROPERTY bearing survey no. no.62/1 of Village Marna admeasuring an area of 2,300 sq. meters to the VENDOR/DEVELOPER.

AND WHEREAS the DEVELOPER is constructing a complex in the name and style '_____' consisting of _____ Villas which complex shall hereinafter be referred to as the 'SAID COMPLEX'.

AND WHEREAS the Vendor declares that it has obtained approvals and licences from various Authorities in accordance with law namely:

a. District Collector - Conversion Sanad dated _____ bearing No.

- e. Directorate of Health Services Health NOC dated _____ No.
- f. Village Panchayat _____ Construction License dated _____ No. _____
- g. Construction License Fees Paid dated _____ No. ___ book ____.

The above Approvals/Licences are obtained for construction of the complex in terms of the Plan annexed hereto.

AND WHEREAS the FINANCIER/PURCHASER is desirous of financing the construction of Villa bearing no _____, admeasuring _____ sq. meters in the SAID COMPLEX and is also desirous to purchase the undivided share of the land admeasuring _____ sq. mtrs on which the said VILLA is standing, more particularly described in Schedule II hereunder delineated in red in the plan annexed hereto and which for brevity's sake shall be referred to as the 'SAID VILLA'.

AND WHEREAS the VENDOR/DEVELOPER has agreed to construct the SAID VILLA bearing no.____ admeasuring _____ sq. meters as per the sanctioned plan on behalf of the FINANCIER/PURCHASER for a sum of Rs. _____/- (Rupees ______only), which constitutes the cost of construction of the SAID VILLA and Rs. _____/- (Rupees

_____only), which constitutes the price for the undivided share of the land admeasuring ______sq. meters on which the said VILLA is standing alongwith the communal areas such as garden and swimming pool, which undivided share shall hereinafter be referred to as the 'SAID UNDIVIDED SHARE.'

AND WHEREAS the FINANCIER/PURCHASER shall purchase the UNDIVIDED SHARE and the VENDOR/DEVELOPER agrees to sell free from all and any encumbrances the said UNDIVIDED SHARE for a consideration to be paid vide these presents and the VENDOR/DEVELOPER shall execute necessary Deed of Sale to convey, grant and transfer the SAID UNDIVIDED SHARE unto the FINANCIER/PURCHASER herein.

AND WHEREAS the FINANCIER/PURCHASER shall finance construction of the SAID VILLA in terms of the schedule of payments stipulated under Schedule III hereunder and the VENDOR/DEVELOPER shall construct the SAID VILLA in terms of the specifications stipulated under Schedule IV hereunder.

AND WHEREAS the FINANCIER/PURCHASER has seen and verified the title documents of the SAID PROPERTIES and has also approved the specifications and the dimensions of the SAID VILLA detailed in Schedule IV hereunder and the FINANCIER/PURCHASER has also perused the sanctioned construction plan of the SAID COMPLEX comprising the construction details of the SAID VILLA therein, and extract of which plan is annexed hereto duly signed by the parties, wherein the SAID VILLA is shown delineated in red and the FINANCIER/PURCHASER is satisfied with the same and no objection shall hereinafter be raised with respect thereto.

AND WHEREAS the aforesaid sanctioned plan and the specifications of the SAID VILLA shall however be subject to changes, which may be required at the instance of the Competent Authority/ies or the Architect of the VENDOR/DEVELOPER, however all such changes shall be intimated to the FINANCIER/PURCHASER herein who shall have no objection to the same, which consent shall be deemed to have been granted by virtue of execution of these presents. AND WHEREAS the parties hereto have agreed to execute these presents on the following terms and conditions.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. The FINANCIER/PURCHASER shall finance and the VENDOR/DEVELOPER shall construct the SAID VILLA bearing no. ____ in the SAID COMPLEX, admeasuring ______ sq. meters of built-up area, more particularly described in the Schedule II hereunder for a sum of Rs. ____/- (Rupees __ only) to be paid in terms of Schedule III hereunder and the VENDOR/DEVELOPER shall construct the SAID VILLA in terms of Schedule IV hereunder and the approved plan subject to changes, which may be required at the instance of the Competent Authority/ies or the Architect of the VENDOR/DEVELOPER, however all such changes shall be intimated to the FINANCIER/PURCHASER herein who shall have no objection to the same, which consent shall be deemed to have been granted by virtue of execution of these presents.
- 2. The FINANCIER/PURCHASER shall purchase the SAID UNDIVIDED SHARE of land on which the SAID VILLA is standing admeasuring ______ for a sum of Rs. _____/-(Rupees ______ only) and the VENDOR/DEVELOPER shall sell free from all or any encumbrance, charges or lien the SAID UNDIVIDED SHARE to the FINANCIER/PURCHASER herein for consideration paid to the VENDOR/DEVELOPER herein vide these presents.
- 3. The VENDOR/DEVELOPER shall be at liberty to incorporate variations in the layout/elevation of the SAID VILLA including relocating the open spaces and the access to the SAID VILLA as the exigencies of the situation or the concerned Authorities or the Architect of the VENDOR/DEVELOPER may require and the FINANCIER/PURCHASER shall have no objection to the same SUBJECT to the condition that the built-up area of the SAID VILLA is not altered. However, the DEVELOPER shall intimate the FINANCIER/PURCHASER of all such changes, if deemed necessary.

- 4. It is agreed by the parties hereto that in the event of a change in the built-up area of the SAID VILLA the cost of construction shall accordingly vary with the increase or decrease of the built up area of the SAID VILLA.
- 5. In the event any change in or addition to the specifications in terms of Schedule IV is desired by the FINANCIER, the same may be incorporated/executed by the VENDOR/DEVELOPER, if permitted, at such additional costs. PROVIDED HOWEVER, that such changes/additions, if any, shall be intimated before the commencement of the specified works and the additional costs are remitted to the VENDOR/DEVELOPER.
- 6. The DEVELOPER shall complete and deliver possession of the SAID VILLA <u>within months</u> subject however to the schedule of payments in terms of Schedule III hereunder. <u>The DEVELOPER shall</u> <u>however be granted 6 months grace period for completion of the</u> SAID VILLA.
- 7. The VENDOR/DEVELOPER shall not be liable for delay in delivery of possession of the SAID VILLA due to any Act of God, Force Majeur, non-availability of construction material or due to any notice/order/Rule of any Authority, delay in the issuance of Occupancy Certificate or such other unforeseen circumstances beyond control of the VENDOR/DEVELOPER the and the VENDOR/DEVELOPER shall be entitled to such reasonable extensions of time as may be necessary to complete the construction of the SAID VILLA.
- 8. The VENDOR/DEVELOPER shall intimate the FINANCIER/PURCHASER in writing regarding completion of the SAID VILLA and issuance of Occupancy Certificate and the FINANCIER/PURCHASER shall within fifteen days of receipt of the said notice take delivery of the SAID VILLA.
- 9. On transfer of possession of the SAID VILLA or expiry of fifteen days from the date of receipt of notice in terms of clause (8), the

FINANCIER/PURCHASER shall be liable for all charges towards utility services, taxes and such other charges as may be due and payable with respect to the SAID VILLA.

- 10. If within a period of 6 months from the date of handing over possession of the SAID VILLA to the FINANCIER/ PURCHASER the FINANCIER/ PURCHASER brings to the notice of the VENDOR/DEVELOPER any defect in the SAID VILLA or in the material used therein or any unauthorized change in the construction of the SAID VILLA, then, subject to the confirmation of the same by the Architect of the VENDOR/DEVELOPER, wherever possible, such defects or unauthorized changes shall be rectified by the DEVELOPER at their own cost and expense.
- 11. It is agreed by the parties hereto that time being the essence of the present agreement, in the event of breach of any of the terms of these contract by either party, the aggrieved party shall be at liberty to terminate the present agreement by giving prior notice of 15 days and on termination of the present Agreement, the parties shall have no claim of whatsoever nature against each other except as specified in terms of clause (12) herein below.
- 12. On termination of these presents by the VENDOR/DEVELOPER, the FINANCIER/PURCHASER shall be refunded all such sums paid under this agreement without any interest after deducting a sum of Rs. _____/- (Rupees _____ only) as damages and the DEVELOPER shall then be free to allot the SAID VILLA to any other third party.

On termination of the agreement by the FINANCIER/PURCHASER for breach by the DEVELOPER, the FINANCIER/PURCHASER shall be entitled to refund of such sums paid under this agreement within a period of two months.

13. If the FINANCIER/PURCHASER delays payment in terms of Schedule III hereunder, the same shall attract interest @ 18% for the period of delay without prejudice to the other rights of the parties hereto and any indulgence shown by the VENDOR/DEVELOPER in enforcing this clause, shall not be construed as a waiver of the conditions hereinabove mentioned.

- 14. The SAID VILLA/VILLA shall be used for the purpose of residence/resort only or such other purposes as may be permitted by the laws in force but the FINANCIER/PURCHASER shall not cause any inconvenience to other unit owners in the SAID COMPLEX.
- 15. The FINANCIER/PURCHASER agrees to execute and sign all such other documents, instruments and applications as may be necessary in furtherance of the objects of these presents.
- 16. The FINANCIER/PURCHASER undertakes to pay within 7 days of receipt of a notice by the VENDOR/DEVELOPER, the proportionate share of expenses/charges for obtaining necessary utility connections, infrastructure tax, other taxes and such other charges as may be due and payable to various Authorities with respect to the SAID VILLA.
- 17. The FINANCIER/PURCHASER hereby consents to loan/s being applied for by the DEVELOPER with the SAID PROPERTY or the SAID COMPLEX being utilized as collateral security subject to the condition that all such encumbrance/s shall be cleared prior to handing over possession of the SAID VILLA and conveying the UNDIVIDED SHARE to the FINANCIER/PURCHASER free of all encumbrances, charges or lien.
- 18. It is agreed by the parties hereto that increase in the Floor Area Ratio (F.A.R) of the SAID PROPERTY shall only inure to the benefit of the VENDOR/DEVELOPER herein and the FINANCIER/PURCHASER shall have no claim whatsoever thereto.
- 19. The VENDOR/DEVELOPER shall have first lien and charge on the SAID VILLA/VILLA in respect of any sums due and payable in terms of Schedule III herein.
- 20. The FINANCIER/PURCHASER shall not let, sell, transfer or assign the SAID VILLA/VILLA or his/her interest or benefits in the present agreement or part with the possession of the SAID VILLA until all the

dues payable under this agreement have been effected and necessary consent in writing shall be obtained from the VENDOR/DEVELOPER prior to execution of any instrument for such transfer or sale.

- 21. It is agreed by the parties hereto that the rights to the open spaces and the common areas/amenities of the SAID COMPLEX shall vest in the collective ownership of all the unit holders and the FINANCIER/PURCHASER shall not claim exclusive ownership of the same and/or interfere in the enjoyment of the same by the other unit holders.
- 22. The VENDOR/DEVELOPER shall the assist FINANCIER/PURCHASER and the other of owners VILLAS/VILLAS in the SAID COMPLEX to form a Cooperative Housing Society or any other Entity to be vested with the ownership of the SAID PROPERTY and to maintain the SAID COMPLEX on completion of construction of the SAID COMPLEX and which Cooperative Housing Society shall be formed within a period of one year from the completion of construction of the SAID COMPLEX.
- 23. The FINANCIER/PURCHASER undertakes to sign all such forms, applications and declarations as may be necessary for the registration of the Cooperative Housing Society and/or membership to the Cooperative Housing Society and the VENDOR/DEVELOPER undertakes to convey the SAID PROPERTY in favour of the proposed Cooperative Housing Society.
- 24. In the event the proposed Cooperative Housing Society or Entity is not formed within a period of one year, the FINANCIER/PURCHASER shall be entitled to call upon the VENDOR/DEVELOPER herein to transfer all their right, title and interest in the UNDIVIDED SHARE in the said property to the FINANCIER/PURCHASER herein and to execute and admit execution of the Deed of Sale before the Sub-Registrar of Bardez, at Mapusa.
- 25. The VENDOR/DEVELOPER undertakes to do or cause to be done all such acts, deeds or things as the FINANCIER/PURCHASER may

the the reasonably require, however, of at cost FINANCIER/PURCHASER, for more perfectly conveying the SAID VILLA?VILLA and the UNDIVIDED SHARE the to FINANCIER/PURCHASER.

- 26. The VENDOR/DEVELOPER covenants with the FINANCIER/PURCHASER as follows:
 - that the VENDOR/DEVELOPER is the sole and absolute owner in possession of the SAID PROPERTY;
 - ii. that the VENDOR/DEVELOPER has clear and marketable title to the SAID PROPERTY;
 - iii. that the SAID PROPERTY is free and clear from all or any encumbrance/s, charges or lien;
 - iv. that the SAID PROPERTY is not subject matter of any civil proceedings or acquisition proceedings;
 - v. that the VENDOR/DEVELOPER have not done any act whereby they are prevented from entering into the present agreement;
 - vi. the VENDOR/DEVELOPER shall keep and cause to keep the FINANCIER/PURCHASER herein indemnified from any such loss or damaged suffered as a consequence of such claim or defect in title;
 - vii. that the DEVELOPER shall comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by any Authority at the time of sanctioning the building plans or thereafter;
 - viii. that the DEVELOPER shall before handing over possession of the SAID VILLA to the FINANCIER/PURCHASER obtain from the Village Panchayat of Siolim the Occupancy Certificate with respect to the SAID VILLA;
 - ix. that the DEVELOPER shall ensure that there is nil encumbrance on the SAID PROPERTY or the SAID VILLA prior to execution of a Deed of Sale with respect to the UNDIVIDED SHARE or transfer of the SAID PROPERTY in favour of the proposed Cooperative Housing Society and if required by the FINANCIER/PURCHASER the VENDOR/DEVELOPER shall produce necessary Certificate of Nil Encumbrance from the concerned Authorities;

- 27. The FINANCIER/PURCHASER agrees to pay the proportionate share towards formation of the Cooperative Housing Society and towards maintenance deposits of the SAID COMPLEX for maintenance of the SAID VILLA, common areas, pathways and watchman's wages, sewage, pipelines, electricity connections, etc and such other expenses as the proposed Cooperative Housing Society may deem fit and proper for the maintenance of the SAID COMPLEX.
- 28. The VENDOR/DEVELOPER shall be entitled to collect the maintenance deposits including contributions towards sinking funds for the maintenance of the SAID COMPLEX including the SAID VILLA, which sum shall be retained until formation of the Cooperative Housing Society whereupon the said maintenance deposits and the sinking funds, if any, shall be transferred to the proposed Cooperative Housing Society. The VENDOR/DEVELOPER shall be entitled to charge the Financer/Purchaser _____ years maintenance fees in advance amounting to Rs._____/- (Rupees ______ only)

29. The FINANCIER/PURCHASER covenants as follows:

- That the FINANCIER/PURCHASER and all such person/s in possession of the SAID VILLA shall be governed and shall observe and comply with the byelaws of the proposed Cooperative Housing Society as may be laid from time to time.
- ii. The FINANCIER/PURCHASER shall maintain the SAID VILLA in good and tenantable state of repair;
- iii. That the FINANCIER/PURCHASER shall not change/damage the external façade of the SAID VILLA or the plan or elevation of the SAID VILLA, which shall be under the maintenance of the proposed Cooperative Housing Society;
- iv. That the FINANCIER/PURCHASER shall not make any structural changes to the SAID VILLA and any changes to the SAID VILLA shall be only with the written consent of the VENDOR/DEVELOPER or the proposed Cooperative Housing Society;

- v. That the FINANCIER/PURCHASER shall not store any goods in the SAID VILLA which are of hazardous nature or are so heavy as to damage the construction or structure of the SAID VILLA;
- vi. The FINANCIER/PURCHASER shall not permit or cause to be done any act or thing which may render void or voidable the insurance of the SAID COMPLEX or which may increase the premiums payable thereon;
- vii. that the FINANCIER/PURCHASER shall never seek partition of his UNDIVIDED SHARE of land from the SAID PROPERTY;
- viii. The FINANCIER/PURCHASER shall not in any way object the VENDOR/DEVELOPER for putting up of any advertisement or signboards of the said VENDOR/DEVELOPER in the complex "_____";
- ix. The VENDOR/DEVELOPER shall be at liberty to maintain the said complex "_____" and the FINANCIER/PURCHASER shall not object to the free movement of VENDOR/DEVELOPER and/or its maintenance representatives and staff appointed for the purpose of maintaining "_____".
- 30. The fixtures and fittings to be provided by the VENDOR/DEVELOPER in the SAID VILLA shall be in terms of the specifications under Schedule IV hereunder.
- The parties hereto shall be entitled to specific performance of this Agreement.
- 32. Any delay or forbearance of the VENDOR/DEVELOPER in enforcing the terms and conditions of these presents shall not be construed as a waiver on the part of the VENDOR/DEVELOPER of any breach or non-compliance of any of the terms and conditions of this Agreement by the FINANCIER/PURCHASER.
- 33. The FINANCIER/PURCHASER shall bear all costs towards execution of these presents and/or execution of a Sale Deed, in the event of non-formation of the proposed Cooperative Housing Society, with respect to the SAID UNDIVIDED SHARE and/or such documents as may be deemed expedient by the advocate of the VENDOR/DEVELOPER.

34. All notices to be served on the parties shall be deemed to be duly served if sent by registered post to the address herein above mentioned.

SCHEDULE I

ALL THAT PROPERTY known as "MADALOWADDO" alias "ODLEA BANDAVELEM BATA" situated at Village Marna, within the limits of Village Panchayat of Marna-Siolim, Sub-district of Bardez District of North Goa, State of Goa, neither described in the Land Registration Office of Bardez, nor enrolled in the Taluka Revenue Office of Bardez, bearing old cadastral survey no. 465(part), surveyed for records of rights under **survey no.62/1** of **Village Marna** admeasuring an area of **2,300 sq. meters**, and bounded as under:

On or towards the East: by properties surveyed under no.62/2, 3&4; On or towards the West: by road;

On or towards the North : by the properties bearing survey no.61/1

and 2;

On or towards the South: by road;.

SCHEDULE II

[SAID VILLA]

SCHEDULE III

[SCHEDULE OF PAYMENTS]

Total Super Built Area in Sq meters.	
Total Cost Excluding Taxes and Registration	
Initial Payment - One Covered Car Park	
Initial Payment - on Booking @ 10%	
Start of construction 20%	
20%	
20%	
20%	
Handover 10%	
Taxes and statutory levies including Registration - (Approximate)	
Total Consideration - (Approximate)	

SCHEDULE IV

[SPECIFICATIONS OF CONSTRUCTION]

IN WITNESS WHEREOF the parties hereto have put their respective hands the day and year first hereinabove written.

SIGNEDSEALEDANDDELIVERED]M/s. D ELEGANCEREALESTATEDEVELOPERS]REPRESENTEDHEREINBYITSMANAGING]PARTNER Mr. VENANCIO MARIA DE JESUS GONSALVES]

SIGNED SEALED AND DELIVERED] BY FINANCIER / PURCHASER] Mr._____]

IN THE PRESENCE OF:

1. _____

2. _____