

Agreement of Sale and finance

This AGREEMENT OF SALE AND FINANCE is executed in the city of Mapusa on this ____ day of _____ 2020;

M/S. S. K. CONSTRUCTIONS, a Partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having registered OFFICES/SHOPS at H. No. 296/1, Sonarwaddo, Verla, Canca, Bardez-Goa and represented by its partners:

MR. DATTARAM GANPAT PEDNEKAR, s/o. Ganpat Pednekar, 44 years of age, married, Business, Indian National, holding Pan Card No. AKJPP0429R, R/o. H. No. 274, Sonarwaddo, Verla, Canca, Bardez-Goa; and who has been duly authorized by virtue of Power Of Attorney dated 06/12/2012 executed before Notary Sanjiv G. Sardesai Mapusa Under Registration No. 25721 dated 06/12/2012 Authorized him to sign and execute present Agreement For Sale and finance.

MR.KIRAN DATTARAM PEDNEKAR, s/o. Dattaram Pednekar, 24 years, Bachelor, Indian National, holding Pan Card No. BEGPP4205P, R/o. H. No. 274, Sonarwaddo, Verla, Canca, Bardez-Goa;

And shall hereinafter called as "THE BUILDER/DEVELOPER/SELLER" (Which expression shall unless repugnant to the context or meaning thereof shall be deemed to include his heirs, executors, administrators and assigns) OF THE ONE PART;
AND

MR. _____ and shall hereinafter referred to as "THE PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof shall be deemed to include his heirs, executors, administrators and assigns) OF THE SECOND PART;

AND WHEREAS in the city of Mapusa, within the jurisdiction of the Mapusa Municipal Council, Taluka Bardez, sub-district of North Goa, State of Goa, there exist following a property known as "MORDACHEM BATTA", situated at Morod or Moroddo, of city of Mapusa-Goa, described under no. 23411 & 23412 in the land registration OFFICES/SHOPS of Bardez and surveyed under Old Cadastral numbers 3141 and 3139 and presently surveyed under Chalta no. 12 of P.T.Sheet no. 163 having an area of 235 sq. mts., consisting therein a residential house bearing no. 13/74 and property bearing Chalta no. 11 of P.T.Sheet no. 163 having an area of 141 sq. mts.

AND WHEREAS the above property originally belonged to Jose Filipe De Souza and the same were inscribed under nos. 8473 & 8474 of Book no. F-11, Folio 4 Bardez dated 16/5/1921.

AND WHEREAS subsequently the said Jose Filipe De Souza gifted the above property in favour of his two sons namely Jacinto Deniel de Souza, married and Santana Gabriel de Souza, bachelor by executing a Deed of Gift dated 16/5/1921 thereby gifting the said properties according to the shares mentioned therein and that said Deed of Gift is found recorded in the notaries OFFICES/SHOPS of Joao Leopertino da Caridade Frias, Notary in the Judicial Division of Bardez.

AND WHEREAS upon execution of the said Deed of Gift dated 16/5/1921, the above property were again came to be inscribed under no. 16.931 in the names of Jacinto Deniel de Souza, married and Santana Gabriel de Souza, bachelor.

AND WHEREAS the said Santana Gabriel de Souza expired on 21/10/1944 in the status of bachelor.

AND WHEREAS the said Jacinto Deniel de Souza was married to Maria Conceissao Rosaria Fernandes, both expired on 3/4/1952 & 15/6/1949 respectively, leaving behind two children namely Maria Sebastiana de Souza alias Sebastiao D'souza or Maria Sebastiana Fernandes married to Joao Pedro Fernandes and Francisco D'souza alias Francisco Sales D'souza, bachelor.

AND WHEREAS the said Maria Sebastiana de Souza alias Sebastiao D'souza or Maria Sebastiana Fernandes married to Joao Pedro Fernandes and that both of them expired on 16/1/2007 and 16/1/1975 respectively leaving behind seller nos. 1 to 4 as their sole and universal heirs having half undivided share in the above property.

AND WHEREAS by virtue of will dated 3/1/1986 recorded in the book of the then Notary Mr. Prabhakar Vamanrao Suryarao Sardessai, Civil cum Sub-registrar and Notary Ex-officio of the Comarca of Bardez, in the books of wills number 134 at page 27 onwards, the said Francisco D'souza alias Francisco Sales D'souza, who was the son of late Jacinto David D'souza, bequeathed his disposable share in favour of late Dominic Ferrao alias Domingos Joaquim Ferrao in the above property.

AND WHEREAS the said late Francisco D'souza alias Francisco Sales D'souza expired on 10/10/1997 in the status of a bachelor and was one of the co-owner of the said property having half undivided share in the above property.

AND WHEREAS an Inventory proceedings bearing no. 304/2014/C came to be instituted thereby listing the names of all the heirs of late Jose Filipe De Souza.

AND WHEREAS by virtue of the Deed of Sale dated 16/01/2014, executed by and between "THE BUILDER/DEVELOPER/SELLER", owners in predecessors in title of the said properties and M/S. ANVI REAL ESTATE AGENT AND DEVELOPER as confirming party, THE BUILDER/DEVELOPER/SELLER purchased the above property for valid consideration as mentioned therein. The said Deed of Sale is found registered in the OFFICES/SHOPS of the Sub-registrar of Bardez at Mapusa-Goa.

AND WHEREAS by virtue of one more Deed of Sale dated 26/11/2013, executed by and between "THE BUILDER/DEVELOPER/SELLER" and MRS. TERTULIANA FERNANDES PINTO alias MRS. TERTULIANA FERNANDES E PINTO, daughter of late Santan Fernandes and wife of late John Philip Pinto, 73 years, landlady, married, Indian national, resident of House no. 53/15, Morod, Bardez-Goa, having PAN Card bearing no. CLEPP6855R, who is the owner in predecessors, THE BUILDER/DEVELOPER/SELLER purchased a property presently surveyed under Chalta no. 10 of P.T.Sheet no. 163 having an area of 81 sq. mts., for valid consideration as mentioned therein and the property presently surveyed under Chalta no. 10 of P.T.Sheet no. 163 having an area of 81 sq. mts. The said Deed of Sale is found registered in the OFFICES/SHOPS of the Sub-registrar of Bardez at Mapusa-Goa.

AND WHEREAS by virtue of an Judgment and Order dated 28/10/2014 passed by ISLR, Mapusa-Goa in case no. 9/ISLR/MAP/AMAL/4/2014, the properties surveyed under Chalta no. 12 of P.T.Sheet no. 163 having an area of 235 sq. mts., consisting therein a residential house bearing no. 13/74 and property bearing Chalta no. 11 of P.T.Sheet no. 163 having an area of 141 sq. mts., were amalgamated & merged into the property surveyed under Chalta no. 10 of P.T.Sheet no. 163 and accordingly the area of the same after amalgamation was increased 457 sq. mts., and the same shall hereinafter referred to

as the SAID PROPERTY NO. 1 and the same is more fully described in Schedule-I specified hereinunder.

AND WHEREAS THE BUILDER/DEVELOPER/SELLER have entered into an Agreement for Sale & Development dated 29/7/2016 with Mrs. Apolina Romuldina Ferrao & others pertaining to the property known as "MODDACHEM BATTA", situated at Morod or Moroddo, of city of Mapusa-Goa, described under no. 1133 at fls. 346 of B-3 new in the land registration OFFICES/SHOPS of Bardez and surveyed under Old Cadastral number 3142 and presently surveyed under Chalta no. 5 of P.T.Sheet no. 167 having an area of 201 sq. mts., consisting therein a residential house bearing no. 73/13 and the same shall hereinafter referred to as the SAID PROPERTY NO. 2 and the same is more fully described in Schedule-II specified hereinunder. The said Agreement for Sale & Development dated 29/7/2016 is found registered in the OFFICES/SHOPS of the Sub-Registrar of Bardez under Book-1 Document, Registration Number BRZ-BK1-03405-2016, CD Number BRZD781 on Date 29-07-2016.

AND WHEREAS, the name of THE BUILDER/DEVELOPER/SELLER is found mutated in Form D pertaining to the SAID PROPERTY NO. 1.

AND WHEREAS THE BUILDER/DEVELOPER/SELLER has proposed to develop the SAID PROPERTY NO. 1 & 2 by constructing a commercial building and is proposing to sell on ownership basis built up premises and in pursuance thereof have already obtained following permission from the concerned local authorities.

Order dated 11/10/2018 bearing Ref.No. NGPDA/M/1369/1140 18 issued by NGPDA, Panaji-Goa; Construction license dated 12/4/2019 bearing license no. 02 issued by MMC;

Conversion Sanad dated 13/3/2018 bearing No. CNV/CITY/17/2017/1284 issued by the OFFICES/SHOPS of the Deputy Collector and S.D.O at Mapusa.

Conversion Sanad dated 10/4/2015 bearing No. CNV/CITY/03/2015/2200 issued by the OFFICES/SHOPS of the Deputy Collector and S.D.O at Mapusa.

No Objection Certificate issued by Directorate of Fire & Emergency Services, Panaji-Goa dated 14/1/2019 bearing Reference No. DFES/FP/C-1/3/18-19/599.

Provisional NOC issued by OFFICES/SHOPS of the Assistant Engineer, PWD, Mapusa-Goa dated 19/11/2018 bearing Reference No. PWD/SDII/PHE-N/F.10/1251/18-19

Provisional NOC issued by Directorate of Health Services, Urban Health Centre, Mapusa-Goa dated 14/11/2018 bearing Reference No. UHCM/NOC-Const/2018-19/1386.

NOC issued by Sub-Divisional Engineer, Electricity Department, Mapusa-Goa dated 15/11/2018 bearing Reference No. AE-I(U)/VI/O&M/2018-19/Tech-40/2050.

AND WHEREAS the PURCHASER has verified all the title documents pertaining to the SAID PROPERTY NO. 1 & 2 as well as all the permissions mentioned hereinabove and have satisfied about the title of the SAID PROPERTY NO. 1 & 2 as well as fact of issuance of the above permissions.

AND WHEREAS THE BUILDER/DEVELOPER/SELLER has decided to name the said project as **"SAI KIRAN TOWER"** which is proposed to be constructed in the SAID PROPERTY NO. 1 & 2.

AND WHEREAS the PURCHASER has approached THE BUILDER/DEVELOPER/SELLER with a proposal to purchase OFFICES/SHOPS

1. OFFICES/SHOPS bearing no. OFFICES/SHOPS No: _____, situated on _____ total admeasuring an area of _____ Sq Mtrs,

in the said project "SAI KIRAN TOWER" proposed to be constructed in the SAID PROPERTY NO. 1 & 2, inclusive of the incidence of the staircases/Lift, balconies and open space and the same is more specifically described in schedule-III given hereinunder and shall hereinafter referred to as "THE SAID OFFICES/SHOPS" and the same is shown in red colour on the plan annexed to this agreement.

AND WHEREAS THE BUILDER/DEVELOPER/SELLER has agreed to the proposal put forth by the PURCHASER and is willing to sell "THE SAID OFFICES/SHOPS" for the total consideration of Rs.____/- (Rupees _____ Only), which is agreed by the PURCHASER.

AND WHEREAS the BUILDER/DEVELOPER/SELLER do hereby declare that the SAID LARGER PLOT as well as the SAID OFFICES/SHOPS in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

AND WHEREAS the parties have mutually agreed upon the following terms and conditions.

NOW THIS AGREEMENT OF FINANCE AND SALE
WITNESSETH AS UNDER:

1. THE BUILDER/DEVELOPER/SELLER shall, under normal conditions, construct and sell and deliver the "THE SAID OFFICES/SHOPS" having an super built up area of ____ square meters inclusive of the incidence of the staircase/Lift, balconies and open space and more specifically described in schedule-III given hereinunder and that the PURCHASER hereby expressly nominate, constitute and appoint THE BUILDER/DEVELOPER/SELLER to be their attorney, to give from time to time consent, if any, required for such alterations and variation in the construction of the "THE SAID OFFICES/SHOPS" in the said project to be constructed in the said property for the total consideration of Rs.____ (Rupees ____ Only)
2. The PURCHASER has paid today a sum of Rs. ____ (Rupees ____ only), by way of RTGS & cheque, the receipt of which THE BUILDER/DEVELOPER/SELLER does hereby admit and acknowledge and the balance amount of Rs. ____ (Rupees ____ only) shall be paid according to the Schedule of payments mentioned hereinunder in schedule-V and incase of default the PURCHASER shall be liable to pay interest of 24% pa, on the defaulted amount.
3. The Building specification shall be as per Schedule IV.
4. THE BUILDER/DEVELOPER/SELLER shall deliver the SAID OFFICES/SHOPS for the use and possession of the PURCHASER within a period of 24 months from the date of execution of the present agreement. THE BUILDER/DEVELOPER/SELLER, by a notice in writing, intimate the completion of the SAID OFFICES/SHOPS to the PURCHASER and the PURCHASER shall within 30(thirty) days from the receipt of the notice, take delivery of the SAID OFFICES/SHOPS failing, which the developers shall not be liable for any defect in workmanship or otherwise of the SAID OFFICES/SHOPS and the notice in terms of this clause shall be sent under

certificate of posting at the address of the PURCHASER mentioned in the present Agreement.

5. The PURCHASER shall intimate to THE BUILDER/DEVELOPER/SELLER in writing of any change in address.
6. The PURCHASER agree and bind himself to pay punctually and regularly on taking over the possession of the SAID OFFICES/SHOPS, his share in all rates, taxes, dues, impositions, outgoings and burdens imposed upon the SAID OFFICES/SHOPS by the Village Panchayat, the Government and/or Revenue Authorities.
7. THE BUILDER/DEVELOPER/SELLER shall not incur any liability if he is unable to deliver the SAID OFFICES/SHOPS within the period specified in clause No. 4 due to:-
 - a. War, civil commotion or an act of god;
 - b. Non-availability of building materials, and/or non-availability of water or electricity;
 - c. Any notice order rule, notification of the government or order competent authorities;
 - d. Any other reason or reasons beyond the control of THE BUILDER/DEVELOPER/SELLER;
8. And in case of any of the aforesaid events taking place, THE BUILDER/DEVELOPER/SELLER shall be entitled to reasonable extension of time of at least six months for the delivery of the SAID OFFICES/SHOPS.
9. If for any reasons other those specified in clause No. 7 THE BUILDER/DEVELOPER/SELLER is unable to or fail to give possession of the SAID OFFICES/SHOPS to the PURCHASER within the time specified in Clause No. 4 hereinabove written or within any further date or dates agrees to and by the parties hereto, subject to a minimum extension of time by six months, the PURCHASER shall be entitled to give notice in writing to THE BUILDER/DEVELOPER/SELLER terminating the Agreement, in which event, THE BUILDER/DEVELOPER/SELLER shall within six months from the date receipt of such notice, refund to the PURCHASER the entire amount paid under the present agreement in respect of the SAID OFFICES/SHOPS, together with simple interest on such amounts 5% per annum from the

date of receipt till repayment and the PURCHASER thereafter shall not have any further claim against THE BUILDER/DEVELOPER/SELLER and THE BUILDER/DEVELOPER/SELLER shall be at liberty to allot and dispose off the SAID OFFICES/SHOPS to any other persons for such consideration as THE BUILDER/DEVELOPER/SELLER may deem fit.

- 10.If the PURCHASER desires to make any changes in the specification if permitted by THE BUILDER/DEVELOPER/SELLER he shall have to pay the additional cost arising thereupon before the Said item of work is taken for execution and for the purpose of payment it will be considered as an extra item.
- 11.The PURCHASER shall not be entitled to insist upon any addition/deletion/alteration in the construction of the total building or of the SAID OFFICES/SHOPS, which shall be constructed by THE BUILDER/DEVELOPER/SELLER.
- 12.The deed of Conveyance and/or assignment or such other deeds concerning the SAID OFFICES/SHOPS shall be prepared by the advocate of THE BUILDER/DEVELOPER/SELLER at the expense of the PURCHASER and executed after the completion of the entire development in the SAID PROPERTY NO. 1 & 2.
- 13.The PURCHASER shall maintain the front elevation and the side and rear elevation of the said building in the same form and shall not alter/change the said elevation/facade/design in any manner whatsoever without the prior consent in writing from THE BUILDER/DEVELOPER/SELLER.
- 14.The PURCHASER shall from the date of possession maintain the SAID OFFICES/SHOPS at his own cost and maintain the same in a good tenantable repair and condition and shall not do anything in or to the said building or the SAID OFFICES/SHOPS or the staircase and common passage, which may be against rules or by laws of the Panchayat or any other authority nor shall the PURCHASER change, after or make additions in or to the SAID OFFICES/SHOPS or to the building any part thereof. The PURCHASER shall be responsible for any breach of these conditions.

- 15.If at any time any levy of taxes is or area charged or levied or sought to be recovered by the Panchayat, the Government or any other Public Authorities in respect of the SAID OFFICES/SHOPS, the same shall be borne and paid by the PURCHASER.
- 16.The PURCHASER do hereby covenant with THE BUILDER/DEVELOPER/SELLER that he shall not hold THE BUILDER/DEVELOPER/SELLER liable for any addition, alteration or improvements that may be made to the original Plans at the instance of Panchayat, Town Planning Department any other authority concerned.
- 17.Upon the PURCHASER taking possession of the SAID OFFICES/SHOPS, the PURCHASER shall have no claim against THE BUILDER/DEVELOPER/SELLER in respect of any item of work in the SAID OFFICES/SHOPS, which may be alleged not to have been carried out or completed. Similarly, THE BUILDER/DEVELOPER/SELLER shall not be responsible for the colour/size variations in the painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings etc. it is clarified that any cracks or dampness in the construction shall not be considered as defect etc., unless and until it is so classified by the Architect of THE BUILDER/DEVELOPER/SELLER.
- 18.The PURCHASER shall bear the stamp duty, registration charges and including legal fees payable to the sales and conveyance of the SAID OFFICES/SHOPS in favour of the PURCHASER and for this purpose the PURCHASER shall deposit with THE BUILDER/DEVELOPER/SELLER a sum of Rs.15,000/- (Rupees Fifteen Thousand only) which shall be utilized for legal fees. In case of short fall the PURCHASER shall be liable to pay the difference and in case of excess the same shall be credited to the maintenance fund of the complex.
- 19.Any taxes, (such as House-tax, Infrastructure tax, Services tax, VAT etc.) Charges or outgoings levied by the Government Authorities, including the electricity connection charges and water meter installation, water pump charges exclusively pertaining to the SAID OFFICES/SHOPS shall be borne by the PURCHASER and the same shall be

paid prior to taking possession of the SAID OFFICES/SHOPS.

20. The PURCHASER do hereby agree to observe and perform all rules and regulations, which the other occupants of the said building may jointly adopt from time to time and at all time for the protection and maintenance of the said building, which shall be in conformity with the building rules and Panchayat laws and regulations in force. The PURCHASER simultaneously with the taking over of his possession of the SAID OFFICES/SHOPS shall contribute a sum of Rs. 2,000/- per square meters of built up area financed/purchased by them towards the maintenance fund and Rs. 15,000/- towards security deposit and Rs. 25,000/- towards formation of society or association to THE BUILDER/DEVELOPER/SELLER, which shall be transferred to the account maintained by THE BUILDER/DEVELOPER/SELLER for future maintainance as required.
21. The deposit that may be demanded by or paid to the electricity department and water works, Department for the purpose of giving water and electrical connection to the said building and electrical/water meter deposit shall be payable by the PURCHASER to THE BUILDER/DEVELOPER/SELLER before taking possession within seven days of demand, whichever is earlier. That in case the electrical and water connection is not available at the time of completion and handing over possession of the SAID OFFICES/SHOPS to the PURCHASER, the same shall be provided as soon as the same is made available and allowed by the authorities.
22. Under no circumstances the possession of the SAID OFFICES/SHOPS shall be given to the PURCHASER unless and until all the payments required to be made under these presents are made to THE BUILDER/DEVELOPER/SELLER. In case the PURCHASER fails to make the payments or any sum required to be paid hereunder on or before the due date, THE BUILDER/DEVELOPER/SELLER shall give to the PURCHASER a written notice requiring them to make such payments and if not made within a period of FIFTEEN DAYS from the receipt of the said notice, then this agreement shall at the

option of THE BUILDER/DEVELOPER/SELLER and without prejudice to their other rights and claims stand rescind and the allotment of the aforesaid OFFICES/SHOPS made to the PURCHASER shall stand automatically cancelled and THE BUILDER/DEVELOPER/SELLER shall be entitled to empowered to the allotted or re allot the aforesaid OFFICES/SHOPS//OFFICES/SHOPS to any person of its choice and thereupon the PURCHASER shall be refunded with the amount paid by them to THE BUILDER/DEVELOPER/SELLER after deductions or adjustment of allotment to third party is made for a lesser amount.

23.The PURCHASER hereby agree and undertake to be members of the society of the Co-operative society to be formed in the manner herein appearing and also from the time to sign and execute the documents, applications for registration and / or membership and other papers and documents necessary for the formation, observance and carry out of the building rules and regulations and bye laws for the time being and shall observe and perform all the stipulations and conditions laid down by such Co-operative society regarding the occupation and use of the building and/or OFFICES/SHOPS or other space thereon and shall pay and contribute regularly and punctually towards taxes and/or expenses or other outgoing in accordance with the terms of this agreement.

24.It shall be the sole discretion of THE BUILDER/DEVELOPER/SELLER to decide whether to form the Co-operative Society or association or company or any other legal entity for the said project. On THE BUILDER/DEVELOPER/SELLER making its decision aforesaid, the PURCHASER and other persons who have acquires or who acquired other OFFICES/SHOPS and other spaces shall be required to sign all forms, applications, papers, deeds and documents, etc., as may be reasonably required to carry out such decision and so as to obtain and effect proper conveyance if the SAID PROPERTY NO. 1 of land with the building and structure thereon, as the case may be.

25.It is specifically agreed and understood that, while executing the Sale Deed of the said OFFICES/SHOPS in favour of the PURCHASER, the

PURCHASER shall be entitled to get conveyed/transferred/sell the undivided right, title and interest proportionate to the area of OFFICES/SHOPS agreed to be sold to him, with respect to the SAID PROPERTY NO. 1 only.

26.All disputes which may arise between the parties to this Agreement whether in relation to the interpretation of this Agreement and Conditions thereof and about the performance of these presents or concerning any acts or omission of other party to the disputes, or to any act which ought to be done by the parties in disputes, or in relation to any matter whatsoever concerning this agreement shall be referred to a sole Arbitrator to be appointed mutually by both the parties in accordance with the provisions of the Indian Arbitration Act, 1996. Such Arbitrator shall be a permanent resident of Goa India.

27.The possession of the said OFFICES/SHOPS has not been handed over to the PURCHASER on the date of signing of the present Agreement.

28.The parties hereto are entitled to specific performance of the term of this Agreement.

SCHEDULE-I

(DESCRIPTION OF THE SAID PROPERTY NO. 1)

ALL THAT property known as "MORDACHEM BATTA", situated at Morod or Moroddo, of city of Mapusa-Goa, within the jurisdiction of the Mapusa Municipal Council, Taluka Bardez, sub-district of North Goa, State of Goa, described under no. 23411 & 23412 in the Land Registration OFFICES/SHOPS of Bardez and surveyed under Old Cadastral numbers 3141 and 3139 and presently surveyed under Chalta no. 12 of P.T.Sheet no. 163 having an area of 235 sq. mts., consisting therein a residential house bearing no. 13/74 and property bearing Chalta no. 11 of P.T.Sheet no. 163 having an area of 141 sq. mts., and ALL THAT property presently surveyed under Chalta no. 10 of P.T.Sheet no. 163 having an area of 81 sq. mts., situated at Morod, Mapusa-Goa, within the jurisdiction of the Mapusa Municipal Council, Taluka Bardez, sub-district of North Goa, State of Goa, neither found described in the land registration OFFICES/SHOPS nor enrolled in the revenue records of Bardez and amalgamated vide Judgment and Order dated 28/10/2014 passed by ISLR, Mapusa-Goa in case no. 9/ISLR/MAP/AMAL/4/2014,

under which properties surveyed under Chalta no. 12 of P.T.Sheet no. 163 having an area of 235 sq. mts., consisting therein a residential house bearing no. 13/74 and property bearing Chalta no. 11 of P.T.Sheet no. 163 having an area of 141 sq. mts., were amalgamated & merged into the property surveyed under Chalta no. 10 of P.T.Sheet no. 163 and accordingly the area of the same after amalgamation was increased 457 sq. mts., and the amalgamated property is bounded as under:-

TO THE EAST: partly by property bearing Chalta no. 3 P.T. Sheet no. 164 of Mapusa and Chalta no. 5 P.T. Sheet no. 167 of Mapusa;

TO THE WEST: by property bearing Chalta no. 9 P.T. Sheet no. 163 of Mapusa;

TO THE NORTH : by road;

TO THE SOUTH : partly by property bearing Chalta no. 45 & 46 P.T. Sheet no. 168 of Mapusa;

SCHEDULE-II
(DESCRIPTION OF THE SAID PROPERTY NO. 2)

ALL THAT property known as "MODDACHEM BATTI", situated at Morod or Moroddo, of city of Mapusa-Goa, described under no. 1133 at fls. 346 of B-3 new in the land registration OFFICES/SHOPS of Bardez and surveyed under Old Cadastral number 3142 and presently surveyed under Chalta no. 5 of P.T.Sheet no. 167 having an area of 201 sq. mts., consisting therein a residential house bearing no. 73/13 and bounded as follows:-

TO THE EAST: by property bearing Chalta no. 6 P.T. Sheet no. 167 of Mapusa;

TO THE WEST: by property bearing Chalta no. 10 P.T. Sheet no. 163 of Mapusa;

TO THE NORTH : by property bearing Chalta no. 3 P.T. Sheet no. 164 of Mapusa;

TO THE SOUTH : by property bearing Chalta no. 47 P.T. Sheet no. 168 of Mapusa;

SCHEDULE-III
DESCRIPTION OF THE OFFICES/SHOPS

ALL THAT THE OFFICES/SHOPS

1. OFFICES/SHOPS bearing no. OFFICES/SHOPS
No: ____ situated on ____ total admeasuring an
area of ____ Sq Mtrs,
in the said project “SAI KIRAN TOWER” proposed to
be constructed in the SAID LARGER PLOT, inclusive of
the incidence of the staircase/Lift, balconies and
open space, which SAID LARGER PLOT is more
specifically described in schedule-I given
hereinabove.

SCHEDULE-IV
SPECIFICATIONS OF THE OFFICES/SHOPS

- Structure: Shall be RCC framed as per design approved by licensing authorities. The external walls shall be 23 cm. thick laterite/concrete block masonry in cement mortar. Internal walls shall be 11.5 cm thick in brick masonry.
- Walls: the external walls will be 9” Brick/Laterite/Concrete Block Masonry. Internal walls will be 4” Brick/Laterite/Concrete Block Masonry.
- Doors and Windows: All the door frames Shall be 2 1/2 X 4” Size in jack/sal wood. All doors shall be of sal wood frame and teak wood panelled door. All door shall have brass hinges, brass tower bolts and door stoppers. The door shall be Frenched polished and windows shall be aluminium powder coated one.
- Plaster & Paint: External surface Apex paint internal wall Plastic paint
- FLOORING AND SKIRTING: VITRIFIED FLOORING of size (2 X 2).
- W.C./BATHROOM: Bathroom Blocks Shall consist of an European/Indian Commode. Sanitary ware shall be of Hindware company to be in off-white colour. Other colours optional are charged extra. All toilets and baths to be provided with good quality concept ceramic tiles. Dado to a height of 2.00 meters. Toilet floors to have ceramic tiles laid in cement mortar. W.C. Dado to a height of 2.00 meters.

- Plumbing & Drainage: Plumbing mains and distribution shall be in galvanized iron pipes. Underground drainage shall be stoneware pipes with inspection chambers and traps to be connected to septic tank. Building to be provided with an underground sump with pumping facility and overhead water tank. Water supply to the
 - shops will be provided by having underground sump and overhead water tank. Connection will be given to bathroom, kitchen, wash basin, toilet and washing machine. Water from sump to overhead tank will have electric pumping system with standby pump.
- The OFFICES/SHOPS owner will be provided permanent electric connection from the Electricity Department with the test report provided by the DEVELOPERS. The PURCHASER has to pay electricity security deposit and connection charges as per G.S.E.D. Rules.
- All fixing, including fans are to be provided by the PURCHASER fixing if required to be done by THE BUILDER/DEVELOPER/SELLER. Lift will be provided with Back-up Generator for Staircase & Corridor. All floors will be provided with 3-phase Electrical Meter Connection.
- GENERAL: Each occupant shall be supplied with his/her electric connection from the respective Government Departments. THE BUILDER/DEVELOPER/SELLER shall only provided the PURCHASER with the required electrical test reports to the effect that the works are executed as per Government regulations and which is sufficient for obtaining electric connections. The security deposit and service connection charges shall be paid by the PURCHASER at actual. Similarly security deposit and service connection charges for the water supply/connection incurred shall be paid by the PURCHASER at actual or pro-rata in proportion to the area of their premises.
- PLUMBING AND DRAINAGE: Piping-CPVC/PVC.
- Alteration involving changes in the architectural features of the building of change in the approved

Panchayat building layouts will not be entertained by THE BUILDER/DEVELOPER/SELLER.

- THE BUILDER/DEVELOPER/SELLER reserve the right to refuse to undertake any extra items of work not incorporated in the agreement without assigning reasons. Any other extra items will be changed separately.
- Additional work will be charged at extra cost.

SCHEDULE-V
PAYMENT SCHEDULE

- 1) PAID IN ADVANCE AN AMOUNT OF RUPEES _____
(RUPEES _____ ONLY) AS FOLLOWS:-
- 2) BALANCE AMOUNT OF _____/- (RUPEES _____
ONLY) AS FOLLOWS:-
 - A) 20% OF THE CONSIDERATION ON COMPLETION OF PLINTH;
 - B) 20% OF THE CONSIDERATION ON COMMENCEMENT OF BASEMENT SLAB;
 - C) 25% OF THE CONSIDERATION ON COMMENCEMENT OF FIRST SLAB AND SECOND SLAB;
 - D) 15% OF THE CONSIDERATION AT THE TIME OF MASSONARY AND PLASTERING;
 - E) 15% OF THE CONSIDERATION ON COMMENCEMENT OF TILING, PAINTING, PLUMBING ETC.
 - F) 5% OF THE CONSIDERATION AT THE TIME OF HANDING OVER THE POSSESSION OF THE SAID OFFICES/SHOPS;

IN WITNESS WHEREOF all the parties herein have made and signed this agreement on the date, day and year hereinabove mentioned out of their own free will and after fully understanding the contents thereof and in the presence of two attesting witnesses who have signed herein below.

SIGNED, SEALED AND DELIVERED by the within named
THE BUILDER/DEVELOPER/SELLER.

(MR. DATTARAM GANPAT PEDNEKAR)

L.H.F.I.:	R. H.F.I.:
1. _____	1. _____.
2. _____	2. _____.
3. _____	3. _____.
4. _____	4. _____.
5. _____	5. _____.

SIGNED, SEALED AND DELIVERED by the within named
THE PURCHASER.

(MR. _____)

L.H.F.I.:	R. H.F.I.:
1. _____	1. _____.
2. _____	2. _____.
3. _____	3. _____.
4. _____	4. _____.
5. _____	5. _____.

IN THE PRESENCE OF THE WITNESSES:-
1. _____.
2. _____.