FOR CITIZENCREDIT CO-OP. BANK LTD.

AUTHÖRISED SIGNATORY

Name of Purchase:

CITIZEN CREDIT CO-OPERATIVE BANK LTD .

10

SHOP NO.1 & 16, SAPANA TERRACES CALS.L. SWATANTRA PATH, VASCO-DA-GANA 60A - 403 802

0-5/STP(V)/C.R./35/33/2011-R0

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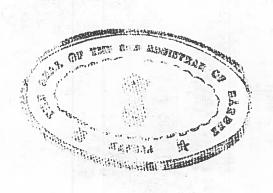
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CHANDRA DEVELOPERS LLP

2019 BRZ-4110 16/12/2019



AGREEMENT FOR DEVELOPMENT CUM **EXCHANGE**

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THIS AGREEMENT FOR DEVELOPMENT CUM EXCHANGE is made and executed at Mapusa Bardez, Goa, on this 12th day of December 2019.

BETWEEN

MR. ANTHONY FRANCIS DAVID D'SOUZA, Son of John Cajetan D'Souza, aged 52 years, bachelor, business, Indian National, Holding Aadhar Card No-PAN Card No. mobile unmarried Occupation Service, Indian Nationals, resident of H.No. 3/1, Boman Wado, Cuchelim, Bardez - Goa hereinafter jointly referred to as "THE OWNER" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include their respective heirs, legal representatives, executors, administrators and assigns) of "THE FIRST PART"

AND

CHANDRA DEVELOPERS LLP, (PAN CARD No.

) a Limited Liability partnership firm duly registered under LLP Act 2008, and incorporated under LLP identification No-AAM-6732 having its registered office at H.No. 34, Sunrise Colony, Behind NSD, Alto-Dabolim, Goa, 403802 represented herein by its designated partner MR.PRAVEEN CHANDRAKANT TILVE. (PAN Card Holder No.) and Aadhar Card No-

mobile noson of Late Shri Chandrakant T. Tilve, aged 39 years, Occupation Business, Indian National, resident of Tukaram Kunj, H.No. 34, Sunrise

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Colony, Behind NSD, Alto-Dabolim, Goa hereinafter referred to as the "PURCHASERS / DEVELOPERS/ BUILDER / PROMOTER" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest, executors, administrators and assigns) of "THE SECOND PART"

AND

- 1. SMT. BERNADETTA R. VIRNODKAR alias
 BERNADETTE FERRAO, Wife of Shri. Ramesh Virnodkar and
 daughter of Mr. Alex Michael Ferrao, aged 48 years, Married,
 Housewife, holding PAN Card- Aadhar Card
 , Mobile No. Indian National, and her
 husband;
- 2. SHRI. RAMESH NARAYAN VIRNODKAR, son of Shri. Narayan Virnodkar, aged 50 Years, Married, holding PAN Car-Aadhar Card, Mobile No., Indian National, both resident of H.No. 638, Khadpawaddo, Cuchelim, Bardez Goa, hereinafter referred to as "THE CONFIRMING PARTY" (which expression shall unless repugnant to the context or meaning thereof to be deemed to include their heirs, co-heirs, executors, administrators and assigns) of the THIRD PART.

The PURCHASER / DEVELOPERS / BUILDER /ROMOTER is Indian limited Liability Partnership registered under LLP Act, 2008, likewise the Designated Partner /Authorized Signatory of the

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"PURCHASERS / DEVELOPERS /BUILDER /PROMOTER" as well as the OWNER and CONFIRMING PARTY 1 and 2 are all Indian nationals and they all are competent to enter into this transaction of purchase/Development of immovable property and to execute this Agreement.

The PURCHASERS / DEVELOPERS /BUI LDER /PROMOTER has appointed as its authorized signatory, its Designated Partner SHRI PRAVEEN CHANDRAKANT TILVE, son of Late Shri Chandrakant Tilve, aged 39 years, occupation Business, married, resident of H.No-34, Sunrise Colony, behind NSD, Alto- Dabolim, Mormugao Goa vide resolution dated 09/12/2019. A Certified copy of the said resolution is annexed to this Agreement at Annexure 3.

The CONFIRMING PARTY NO.1 & 2 joined this Agreement as The "OWNER" has executed the will in favour of Confirming party No-1.

Whereas The Vendors /Owners and confirming Party have specifically represented to the PURCHASERS / DEVELOPERS / BUILDER /PROMOTER as under:-

That there exists a Property, known as "BOMOGOLLO", admeasuring an area of 2448 Sq. Mtrs, situated at Cuchelim, Mapusa, within the Municipal Area of Mapusa, Taluka and Sub District of Bardez, District of North Goa, State of Goa within the Limits of of Mapusa Municipal Council, Surveyed under FORM "D" of the city Survey Mapusa under Chalta No. 12 of P.T Sheet No.

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- 5, alongwith residential house therein bearing H.No-03/1, described in the Land Registration Office of Bardez under No. 28280 at Page 196 of Book B-72 and inscribed under No. 21148 at pages 168 of G-27, hereinafter called as "LARGER PROPERTY" and more particularly described in Schedule hereunder written and shown in green in Plan Annexed at Annexure-I.
- 2. That the LARGER PROPERTY is found inscribed under number 21148, in the name of Maria Sebastiana alias Sebastiana Martins, which was bequeathed to her by Maria Dominica de Souza, by will dated 19th October 1920.
- That upon the death of Maria Sebastiana alias Sebastiana 3. Martins, inventory proceedings bearing No. 331/98 was instituted by Anthony Francis David D'souza in the Court of the Civil Judge Senior Divisional at Mapusa Bardez Goa in the said proceedings the said property was allotted to Anthony Joseph Luis D'Souza and Anthony Francis David D'souza in equal proportion.
- That Upon the death of Joe John D'Souza alias Anthony 4. Joseph Luis D'Souza, Inventory proceedings bearing No. 42/2017/C was instituted by Shri. Anthony Francis David D'Souza, in the Court of the Civil Judge Senior Divisional at Mapusa Bardez Goa. In the said proceedings the said LARGER PROPERTY was allotted to Shri. Anthony Francis David D'Souza thereby making him the absolute and lawful owner in possession occupation and enjoyment of the LARGER PROPERTY in the manner as stated above ,total admeasuring 2448 Square meter , Surveyed under

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FORM "D" of the city Survey Mapusa under Chalta No. 12 of P.T Sheet No. 5,Of Cuchelim, Mapusa, within the Municipal Area of Mapusa, Taluka and Sub District of Bardez, District of North Goa, State of Goa within the Limits of Mapusa Municipal Council.

AND WHEREAS, the OWNER/VENDOR has vide his will dated 12th April 2018, drawn on 12.04.2018, recorded at folio 71V to 72 of Book No. 332, the first party herein being bachelor having no ascendants and descendants and has executed a will, whereby the said property will be bequeathed infavour of Bernadetta R. Virnodkar alias Bernadetta Ferrao, upon the death of owner/vendor, hence said Bernadetta R Virnodkar alias Bernadetta Ferrao are the confirming party to this agreement.

AND WHEREAS, the CONFIRMING PARTY NO-2 has joined herein as party to the present agreement being husband of the CONFIRMING PARTY NO-1 the said Bernadetta R. Virnodkar alias Bernadetta Ferrao.

AND WHEREAS, on the strength of being Real Estate Developer in the state of Goa the "VENDOR /OWNER" has approached the "PURCHASERS/ DEVELOPER / BUILDER /PROMOTER" with an proposal to develop the portion admeasuring 2000 sqm out of the said LARGER PROPERTY admeasuring 2448 square meters by constructing residential cum commercial multistoried buildings in the Portion admeasuring 2000 Square meters, herein after referred to as "THE SAID PROPERTY".

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AND WHEREAS, "THE SAID PROPERTY" being the Subject matter of this Agreement, and which is to be developed by the Developer/Builder is Shown in red ink in the Plan Annexed at Annexure I hereto and Marked Under Letter "A" and is found more Particularly described in Schedule —II hereunder Written

AND WHEREAS the remaining portion of the Larger Property Which is shown in green ink and marked under letter "B" in the Plan annexed at annexure I hereto, admeasures 448 square meters in which consist a house bearing no-03/1 of OWNER/VENDOR is not the part of the Development and this Agreement for Development Cum Exchange.

PURCHASERS /DEVELOPERS WHEREAS the AND /BUILDER/ PROMOTER on the basis of the representations of the "VENDORS/OWNERS" AND "CONFIRMING PARTY" as aforesaid and believing the same to be true and correct and having satisfied themselves as regards the title of the "VENDORS/OWNERS" to the marketability of THE SAID PROPERTY and based on the copies of documents made available for scrutiny and inspection, have agreed to Develop THE SAID PROPERTY and Purchase the same in a SCHEME OF DEVELOMENT on the SAID PROPERTY as per the terms and conditions agreed upon with the "VENDORS/OWNERS" and **CONFIRMING PARTY** as stipulated hereinafter.

AND WHEREAS the PURCHASERS/ DEVELOPERS
/BUILDER/PROMOTER after discussion to Develop the THE
SAID PROPERTY and to purchase the same, have offered to pay

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to the VENDORS/OWNERS consideration of Rs. 30,00,000/-(Rupees Thirty Lakhs only) to be paid as per the modalities of payment appearing hereinafter and to construct for the **VENDORS/OWNERS** entirely at the cost of PURCHASER/DEVELOPER /BUILDER/PROMOTER, a super built up area of 500.70 square meters out of whole proposed super built up area along with one car park for each Apartment, comprising of 5 units of 2 Bedroom Hall Kitchen, with Super built up Area of each unit more particularly detailed /described in SCHEDULE -III attached herein under.

Further the VENDORS /OWNERS and Confirming Party hereby specifically agree that the PURCHASERS / DEVELOPERS /BUILDER/ PROMOTER shall be entitled to make optimum utilization of the FAR admissible in a SCHEME OF DEVELOPMENT on THE SAID PROPERTY to construct the areas as may be permitted to be constructed and that the VENDORS /OWNERS and THE CONFIRMING PARTY have no claim whatsoever as regards the same except to the extent of the Super built up area and consideration entitlement of the VENDOR /OWNER in respect to the constructed areas to be delivered unto the VENDOR /OWNER.

The built being allotted Super up area VENDORS/OWNERS by way of 2 Bed room Apartments constructed on the Said Property having Super Built up area of 500.70 square meters hereinafter referred to as the SAID PREMISES and described more Particularly in the Schedule III hereunder Written, along with one car Park for each Apartment.

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The Constructed Super Built up area being delivered to the **VENDORS /OWNERS** is inclusive of:-

- Carpet Area of the Apartments of the SAID PREMISES as per RERA.
- Area Covered by the external Walls bounding the Carpet b) areas including internal walls, areas of exclusive allotted balconies/extended balconies/terraces /entrance lobby of Apartments of the "SAID PREMISES".
- Proportionate common areas chargeable to the individual Apartments of the "SAID PREMISES" consisting of the Incidence of staircase, passage, lift area (core) and other value additions which are common utility/ common areas as per RERA to the floor where the said apartments of the SAID PREMISES are located and identified.
- Proportionate value/area of the Society office/Club House ,lift Machine Room, The covered area below the lift Machine room, Ground Floor entrance lobby ,Ground floor lift Area (core) Generator Room, Club House, Swimming Pool which are common to the entire buildings and termed as Common area as per RERA which occupies the constructed /covered are chargeable to Apartments of the "SAID PREMISES" excluding the stilted car Parking facility which is allotted to the VENDORS/OWNERS in the role of the Holder ,Since the area occupied for the Car Parking facility is not included while evaluating the Super Built up area of the Apartments under this Agreement.
- The corresponding super built up areas and RERA carpet areas/Exclusively allotted balconies area/extended balconies

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areas/terrace areas/entrance lobby are given in SCHEDULE III hereinafter.

AND WHEREAS the VENDORS/OWNERS have accepted the offer of the PURCHASER /DEVELOPER /BUILDER /PROMOTER as aforesaid and the parties therefore have agreed to reduce the terms agreed upon in writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:-

- 1. In pursuance to the above agreement and in consideration of Rs. 30, 00,000/- (Rupees Thirty Lakhs Only) to be paid as mentioned herein below and in Exchange of "THE SAID PREMISES" to be handed over to the owners in the proposed Project to be approved on "THE SAID PROPERTY", the Developer shall develop the said property by constructing residential cum commercial multistoried buildings in the SCHEME OF DEVELOPMENT as per the proposed plan as and when approved by the concerned authority, in THE SAID PROPERTY more clearly described in schedule III hereunder written.
- 2. In pursuance to the above understanding the **OWNERS** and **THE CONFIRMING PARTY** have permitted the Developer/Builder to undertake the development work in **THE SAID PROPERTY** after necessary permissions are obtained from the concerned authorities, the **OWNERS** further agree and allow the Developer to sell, transfer assign and convey the constructed units therein to prospective purchasers under the terms

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appearing hereunder and in terms of the power of attorney enclosed and forming part of this agreement, except the premises which are to be allotted to the VENDOR/OWNER

- That the VENDORS/OWNERS and THE CONFIRMING PARTY have specifically declared to the PURCHASER / DEVELOPER /BUILDER /PROMOTER, with respect to THE SAID PROPERTY and LARGER PROPERTY as under:-
- That the VENDOR /OWNER are the absolute and lawful owners in possession, occupation and enjoyment of THE SAID PROPERTY/LARGER PROPERTY and no person other than the VENDORS/OWNERS has any right, share or interest in THE SAID PROPERTY.
- That there are no encumbrances or changes of any kind whatsoever on THE SAID PROPERTY.
- That There are no claims against THE SAID PROPERTY C. by any Mundcar Under the Goa Daman & Diu Mundcars (protection from Eviction) Control Act , or by any Tenant Under Goa Daman & Diu Agricultural Tenancy Act.
- That The VENDOR/OWNER have not entered in to any Agreement for sale, Agreement or Development or MOU with any other person/s in respect to THE SAID PROPERTY.
- That THE SAID PROPERTY or THE LARGER e. PROPERTY OR the House bearing no-03/1 located in the Plot B

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of the Larger Property is neither subject to any lien or attachment by the government or by any Bank or financial institution for forming the Subject matter of any Land Acquisition of any Kind Whatsoever.

- That there are no legal impediments whatsoever for the PURCHASER/ DEVELOPER / BUILDER /PROMOTER to enter in to the present Transaction with the VENDOR/ OWNER and THE CONFIRMING PARTY.
- g. That The VENDOR /OWNER and THE CONFIRMING PARTY do hereby agree to indemnify and keep indemnified the PURCHASER /DEVELOPER /BUILDER /PROMOTER against any defect in title, of the VENDOR /OWNER or defect in title arising from "THE PREDECESSORS IN TITLE OF THE VENDORS" resulting in the development work of the PURCHASER /DEVELOPER /BUILDER /PROMOTER getting suspended or coming to a standstill or if Developer Unable to start the work of Proposed SCHEME of DEVELO PMENT, In eventuality of defect in the title, the VENDORS /OWNERS undertake to remove any defect in the title, within a period of two months and in case of failure, to compensate the PURCHASER / DEVELOPER /BUILDER /PROMOTER, to the extent of loss suffered by the PURCHASER / DEVELOPER/BUILDER /PROMOTER on the account of the investment of amount, interest of the material at site, idling of labour/personnel/etc. being an amount of Rupees three lakhs only per month commencing on the expiry of two months mentioned above till the time that such defect in title/claim in title is rectified /cleared by OWNER and the

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Confirming Party and in case the PURCHASER / DEVELOPER /BUILDER /PROMOTER opt to rescind the Agreement then as per the terms that may be agreed upon between the Parties.

h. That in case at any time in future, if any objection is raised to the present understanding or the present understanding is challenged in any court of law, by any party claiming any share, right, title, interest, claim of whatsoever nature by virtue of inheritance, operation of law, agreement, understanding or any other mode, in THE SAID PROPERTY, the VENDORS /OWNERS and THE CONFIRMING PARTY each of them, jointly and severally, shall be fully liable and responsible to settle any such share, right, interest, claim of the third party/ objectionist in THE SAID PROPERTY from the consideration determined herein and the PURCHASERS /DEVELOPER/BUILDER /PROMOTER shall in no way be responsible to settle any such share, right, title, claim etc. of the third party or shall not be responsible to indemnify the VENDOR /OWNER OR THE CONFIRMING PARTY for any such settlement made by them with the third party.

Notwithstanding any act, omission, deed or thing done whatsoever or executed or knowingly suffered to the contrary, by the Vendors or by any of their predecessors in title or any person claiming under or through the VENDORS/OWNERS, the VENDORS/OWNERS had at all material times heretofore and now have a good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign, allow it for Development and assure the THE SAID PROPERTY unto and

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to the use of the PURCHASERS /DEVELOPER/ BUILDER /PROMOTER.

j. That THE SAID PROPERTY is or any part thereof is not falling under any zone prohibited for development and it falls in S-2 zone with 80% FSI.

PREMISES AND CONSIDERATION:l.

- That in pursuant of this Agreement the VENDORS / 1) OWNERS and THE CONFIRMING PARTY have agreed to sell /DEVELOPERS/ PURCHASER the to IPROMOTER "THE SAID PROPERTY", for the purpose of development by constructing thereon a cluster of residential buildings for sale on ownership basis to the prospective purchasers and in lieu thereof have agreed to pay to the VENDORS /OWNERS the Consideration as under:
- A) Payment to the VENDORS / OWNERS a sum of Rs. 30,00,000/- (Rupees Thirty lakhs Only) in the following manner:-
- A sum of Rs. 4,65,000/- (Rupees four Lakhs sixty five a) thousand Only) has been paid to the VENDOR /OWNER in installments before signing of this Agreement by PURCHASER /DEVELOPER/BUILDER /PROMOTER .
- b) Rs 20,00,000 /- (Rupees Twenty lakhs Only) on the date of signing and registering of this agreement for Development Cum Exchange.

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- A sum of Rs.30,000/- (Rupees Thirty thousand Only) paid as TDS on account of Mr. Anthony Francis david D'souza.
- Balance consideration of Rs. 5,0,5000/- (Rupees five d) Only) shall be paid to Thousand Lakhs VENDORS/OWNERS, after obtaining Construction Licence and all other necessary Licences /approvals, from North Goa Planning Department /Town and Country Planning Department, RERA Goa, Health Department, Construction License from Mapusa Municipal Council which are required and necessary for the commencement of the entire development of the said Property.

Delivery un to the VENDORS/OWNERS free of cost the SAID PREMISES comprising Super built up area of 500.70 Square meters in the SAID PROPERTY along with one car park for each apartment.

SEEDING OF

The VENDORS / OWNERS during the Progress of construction shall be entitled to enter in to agreement/s for sale or otherwise in respect to their apartments in the SAID PREMISES with their prospective purchasers and the PURCHASERS / DEVELOPERS / BUILDER / PROMOTER shall execute such Agreements as a Confirming Party to Confirm the delivery of the Apartments complete in all respects in terms agreed upon in such Agreements and upon confirmation of receipt of reimbursement of GST amount to the

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BUILDER/DEVELOPERS as agreed herein below. A model draft Agreement shall be finalized by the PURCHASERS / DEVELOPERS /BUILDER /PROMOTER for this purpose and with clauses suggested by the PURCHASERS /DEVELOPERS/ BUILDER /PROMOTER and which is in conformity with Agreement for Sale/ Sale Deed executed with other prospective Purchasers of the Apartments.

The VENDORS / OWNERS and THE CONFIRMING PARTY also specifically agree that the PURCHASERS /DEVELOPERS /BUILDER /PROMOTER Shall be entitled to enter in to Agreement for Sale, lease, assignment, allotment of all the Super built up Area constructed by the PURCHASER / DEVELOPER / BUILDER / PROMOTER with prospective Purchaser/s, if necessary, along with the undivided right, share and interest in the SAID PROPERTY, other than the Super built up area reserved as aforesaid for the VENDORS /OWNERS and as permissible in the SAID PROPERTY as per the SCHEME OF DEVELOPMENT and the VENDORS /OWNERS AND CONFIRMING PARTY do hereby specifically confirm that they have given their express consent for the same without any liability and obligations to the VENDORS /OWNERS AND CONFIRMING PARTY.

The VENDORS **/OWNERS** hereby permit the PURCHASERS/DEVELOPERS/BUILDER/PROMOTER at their own cost, efforts and expense, do all planning, construction, development of the SAID PROPERTY and to appoint Architect, structural engineer, Elevation Architect, model Maker, Licensed

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Site Engineer, Licensed Plumbing Contractor, Electrical Contractor, Clerk, Geologist, civil Contractor, labour Contractor etc and /or appoint agencies for effective planning of the project layout and to prepare ,amend and put up the plans and obtain necessary approval/sanction of the Plan/s, layouts from the Concerned Planning and Development Authority/ town and Country Planning Department, Village Panchayat/ Concerned Municipal Council ,Real Estate Regulatory Authority of Goa (RERA Goa), local state or central and /or any other concerned authorities and to get the same revised from time to time and execute , carry out and complete the work of construction and development of the said Buildings and also to appoint agencies for maintenance and betterment of the SAID PROPERTY in all respects.

It is represented by the VENDOR/OWNER that they have already applied for the Sanad Conversion and they have already got NOC/clearances from Department of Forest Goa, Mamlatdar of Bardez , North Goa Planning Department and hence agreed By the VENDOR/OWNER and THE CONFIRMING PARTY to do the Sanad Conversion of the SAID PROPERTY at their own efforts entire cost, and expenses towards the SANAD and the Conversion fees and other miscellaneous expenses shall be borne by the BUILDER/DEVELOPER.

It is also agreed by the VENDOR/OWNER and or THE CONFIRMING PARTY to pay the GST charges to be paid to the Government against their to be allotted SAID PREMISES, and

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which is presently calculated at 5% Of the total cost of the per apartment to be handed over to the VENDOR/OWNER.

However, VENDOR/OWNER and THE CONFIRMING PARTY have requested the BUILDER/DEVELOPER to pay the GST charges which is presently calculated @5% of total cost of and the same GST amount paid by the per apartment, BUILDER/DEVELOPER on behalf of VENDOR/OWNER shall be reimbursed by the VENDOR /OWNER and THE CONFIRMING PARTY to the BUILDER/DEVELOPER on or before handing over the Possession of their SAID PREMISES and upon receipt of above reimbursement of GST to the BUILDER /DEVELOPER shall Handover the Possession of the SAID PREMISES for the Exclusive use of the VENDOR/OWNER.

The SAID PREMISES allotted to the VENDOR /OWNER is shown marked in red ink in the floor Plan of 2 Bedroom Flats, and site Plan showing location of Buildings in which the Flats are allotted are marked in red ink and attached herein for this Agreement, along with the Calculation of allotment of super built up area as enclosed at Annexure II

- PURCHASERS / DEVELOPERS /BUILDER 2) The /PROMOTER warrants that:-
- The SAID PREMISES allotted unto the VENDORS IOWNERS shall confirm to the standard specification detailed in SCHEDULE IV.

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PURCHASERS 1 DEVELOPER /BUILDER b) The /PROMOTER shall allot to the VENDORS/OWNERS on the SAID PREMISES admeasuring ownership basis approximately 500.70 Square meters (including the incidence of staircase and other common facilities as per RERA, corresponding to the built up & carpet areas (as per RERA) of the SAID PREMISES as stated in detail in SCHEDULE III, constructed on the SAID PROPERTY as per the site plan annexed, along with one car park for each Apartment, with such variations and altercations as may be required by any competent Authority, to be made in them or in any of them but so as not to reduce the super built up area of the SAID PREMISES.

The PURCHASER/DEVELOPER shall not be required to take any further permission of consent of the VENDORS /OWNERS or CONFIRMING PARTY to carry out the Completion of the "SCHEME OF DEVELOPMENT" of the SAID PROPERTY.

II. DELIVERY, USE AND MAINTENANCE OF THE SAID PREMISES:

The PURCAHSERS / DEVELOPERS / BUILDER IPROMOTER shall deliver the possession of the SAID PREMISES to the VENDORS/OWNERS in 40 months from the date of obtaining Construction License, and Goa RERA clearance for the SCHEME OF DEVELOPMENT, along with The Technical Clearance of the North Goa Planning and Development Authority/Town and Country Planning Department.

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PURCHASERS / DEVELOPERS /BUILDER The /PROMOTER have made it clear that they will Endeavour to obtain the construction license, and RERA immediately after obtaining the sanad conversion for the SAID PROPERTY. The PURCAHSER /DEVELOPER /BUILDER /PROMOTER have further made it clear that they will obtain occupancy certificate and permanent electricity connection for the SAID PREMISES post Completion certificate from North Goa Planning and Development Authority/ Town and Country Planning Department.

- i) It has however been clearly agreed and understood that the VENDORS/OWNERS shall co-operate with the PURCHASERS /DEVELOPERS / BUILDER /PROMOTER in all matters pertaining to the construction and shall sign applications, plans, documents etc., as may be required to be submitted to the statutory Authorities, village Panchayat, Municipal Council, Government of Goa, Real Estate Regulatory Authority of Goa (RERA-Goa) , including any Affidavit or declaration as may be necessary, within reasonable time not exceeding three days from the receipt of such application/document from the PURCHASER /DEVELOPER /BUILDER / PROMOTER.
- ii) The VENDORS/OWNERS and the CONFIRMING PARTY shall also co-operate and sign and execute all applications and documents required for the formation of the Society /Entity/general Society as may be decided by the PURCHASERS /DEVELOPERS /BUILDER /PROMOTER in their capacity as chief Promoter as envisaged hereinafter under this Agreement for Development cum exchange.

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- iii) It is expressly agreed by THE VENDOR/OWNER and THE CONFIRMING PARTY to carry out the Partition of THE SAID PROPERTY (PLOT A) and the remaining portion of the Larger Property (PLOT B) before the taking over of the possession of the SAID PREMISES, and the BUILDER / DEVELOPER shall cooperate and assist the VENDOR/OWNER in completing the Partition process.
- PURCHASERS /DEVELOPERS /BUILDER b) The /PROMOTER upon receipt of the requisite Occupancy Certificate shall by a notice in writing intimate the VENDORS /OWNERS/CONFIRMING PARTY to take delivery of the SAID PREMISES as indicated in the Notice within Seven days from the date of receipt of such notice, failing which date the VENDORS IOWNERS shall be deemed to have taken Possession and delivery of the SAID PREMISES

The VENDORS/OWNERS and THE CONFIRMING PARTY agree to pay the house tax and electricity charges of the SAID PREMISES to the concerned authorities from the date of occupancy certificate.

After the receipt of the notice to take possession, the VENDORS/OWNERS or THE CONFIRMING PARTY shall be entitled to take inspection of the Apartments whose possession is offered ,and in case the VENDORS/OWNERS find any item of work as set out in the specification as not to have been completed in any apartment, the VENDORS/OWNERS shall be entitled to

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draw the attention of the PURCHASER/DEVELOPER /BUILDER /PROMOTER to the item/s not completed and shall take possession only after the said item of work is completed which shall than be the date of deemed possession for the purpose of this agreement.

It is agreed and understood that failure to take delivery of the SAID PREMISES on the stipulated date and will not exonerate the VENDORS /OWNERS or THE CONFIRMING PARTY from their liability to pay the outgoings such as house tax, electricity charges, Maintenance charges and any other taxes etc from the deemed date of possession of the SAID PREMISES.

PREMISES the delivery of the SAID Upon VENDORS/OWNERS and THE CONFIRMING PARTY and upon the request & sole discretion of the PURCHASER /DEVELOPER/ BUILDER/ PROMOTER, the Vendor shall execute suitable documents/s for the conveyance of the SAID PROPERTY i.e land comprised in the SCHEME OF DEVELOPMENT in favour of PURCHASER/ DEVELOPER/ BUILDER /PROMOTER and /or the SOCIETY /ENTITY/ GENERALSOCIETY/ ASSOCIATION or alternatively if society cannot be formed by executing individual sale Deeds

PREMISES to the SAID of the Upon Delivery **VENDORS/OWNERS** or VENDORS/OWNERS the CONFIRMING PARTY will not have any claim or shall not claim any proportionate share in the SAID PROPERTY ,even if the sale deed of the said Property Is not executed in the favour of the

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individual/prospective purchaser or in the name of the SOCIETY /ENTITY/ GENERALSOCIETY/ ASSOCIATION.

The PURCHASER /DEVELOPER/ BUILDER/ PROMOTER 2) shall not incur any liability if they are unable to complete the construction and handover the possession of the said premises as agreed to be given to the VENDORS/ OWNERS or THE CONFIRMING PARTY by the date stipulated in Clause II 1(a) hereinabove, if the completion is delayed beyond the control of the developer by reason of non-availability of steel, Sand and/or cement or other building materials in the market or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession arising out of or as a result of any notice, order, rule or notification of the Government or any other Public or Competent Authority or any objection arising due to any claims in the title of the SAID PROPERTY/LARGER PROPERTY or for any other reason totally beyond the control of developer adversely affecting to undertake such development and under no circumstance attributable to the developer in any manner whatsoever and in any of the aforesaid events PURCHASER/DEVELOPER/BUILDER/PROMOTER shall be entitled to an extension of time corresponding to the extent of the length of such event for the delivery of the SAID PREMISES.

If for no reason other than the above, the PURCHASER/ DEVELOPER /BUILDER /PROMOTER are unable to or fail to give possession of the Said Premises to the VENDORS / OWNERS within the time period specified in clause No II 1(a), the PURCHASER / DEVELOPER /BUILDER/ PROMOTER shall

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compensate the Vendors /Owners by an amount agreed upon as Rs.10,000/- (Rupees Ten Thousand Only) per flat per month of delay.

- 3) The VENDORS /OWNER or THE CONFIRMING PARTY shall use the SAID PREMISES only for the purpose of residence or for any purpose which is permissible as per the prevailing laws.
- 4) The "VENDORS / OWNERS/ THE CONFIRMING PARTY shall from the date of possession maintain the allotted Apartments, The walls, Partition Walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the Allotted Apartments and / or common passages, or the compound which may be against the conditions or technical **DEVELOPERS PURCHASERS** the of advice /BUILDER/PROMOTER, Rules or Bye-laws of the Village Panchayat or any other Authority and shall attend to and answers and will be responsible for all actions and violations of any such conditions or rules or bye-laws.
- The VENDORS /OWNERS and THE CONFIRMING PARTY shall permit THE PURCHASERS /DEVELOPERS /BUILDER /PROMOTER and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter in to and upon the SAID PREMISES or any part thereof at all reasonable times to view and examine the state and conditions thereof and the VENDORS/OWNERS shall within three days of THE PURCHASERS/ DEVELOPERS /BUILDER /PROMOTER

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giving a notice in writing to the VENDORS /OWNERS, consent to that effect and permit the PURCHASERS /DEVELOPERS /BUILDER/ PROMOTER to attend to all defects ,decay and requirements of repair, and also for the purpose of repairing any part of the building/s and for the purpose of making repairs, maintaining, re-building, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the said buildings, and also for the Purpose of laying, maintaining, repairing, and testing drainage and water pipes and electric and communication wires and cables and for similar other purpose and for all other purposes contemplated by and under this Agreement.

6) The Specifications for all the Apartments to be constructed in the SCHEME OF DEVELOPMENT shall be as set out in the **SCHEDULE IV** annexed hereto.

Ш **DEFECTS/ DEFICIENCY-EXTENT OF COVERAGE**:

Upon the VENDORS/OWNERS or THE CONFIRMING a) PARTY taking delivery of the "SAID PREMISES", the VENDORS/OWNERS and THE CONFIRMING PARTY shall have no claim against the PURCHASERS/DEVELOPERS /BUILDER / PROMOTER in respect of any item of work in the SAID PREMISES which may be alleged not to have been carried out or completed, except when the VENDOR has drawn the attention of the developer pursuant to the notice to take possession as regards to any incomplete or defective works if any,

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and the developer shall be duly bound to rectify the defects or complete the works as the case may be.

Plaster cracks being inherent phenomena of newly constructed Apartments and shall not be considered as defective work as also shade/colour/ size variations in painting ,flooring tiles, glazed tiles shall not be considered as defective work.

The PURCHASERS /DEVELOPERS/ BUILDER /PROMOTER shall not be responsible for absorption of certain colour pigments resulting in stains for vitrified tiles if done by VENDORS and consequently the VENDORS/ OWNERS and THE CONFIRMING PARTY are advised to avoid spillage of French polish ,colour pigment, turmeric, kumkum etc on the tiles, after the possession of the SAID PREMISES have been taken over by the VENDORS/OWNERS.

b) The defect liability period for the structure of the Buildings including the SAID PREMISES under this Agreement, shall be 12 Calendar months from the date of issuance of Occupancy Certificate/handing over actual possession, however the defect liability shall commence from 15days of actual completion of PDI(pre Delivery Inspection) conducted jointly by the VENDOR and BUILDER/DEVELOPER, whichever is earlier.

Besides, the coverage of defect liability period, on the part of the PURCHASERS /DEVELOPERS/ BUILDER/ PROMOTER of the SAID PREMISES shall be confined to first sale by the VENDORS /OWNERS or THE CONFIRMING PARTY to

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Prospective purchasers only and does not extend subsequent transactions, irrespective of the fact whether the said second sale transaction takes place either before or after the stipulated period of 12 months; as averred hereinabove, wherein the PURCHASERS / DEVELOPERS /BUILDER /PROMOTER shall only be a Confirming Party.

IV) <u>ALLOTMENT OF CAR PARKING AREA/SLOT:</u>

- a) The VENDORS/OWNERS shall be made available adequate parking spaces comprising of at least one Parking slot for each Apartment and available on the Stilt Floor of each Building.
- b) No car parking area/ slot shall be held by any person who has not been allotted in his/her favour an Apartment in the SCHEME OF DEVELOPMENT.
- c) The VENDORS /OWNERS to whom the stilted car parking areas/slots are allotted by the PURCHASERS/ DEVELOPERS/ BUILDER /PROMOTER agree and undertake not to allot /sell any Car parking area /slot to any third person And the same has been allotted to specific flat, the beneficial use of the said stilt parking area can only be availed by successor in interest in the each apartment allotted.

The VENDORS/OWNERS agree and undertake not to enclose or put any barricades in any manner in respect of the allotted stilted car parking area/ slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified

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at his own cost by the **VENDORS /OWNERS** to the satisfaction of the **PURCHASERS /DEVELOPERS /BUILDER /PROMOTER**.

V) TAXES AND OUTGOING:

- (a) GST (Goods and Service Tax) which is presently in force shall be borne by the BUILDER /DEVELOPER proportionate to the extent of the super built-up area of the SAID PREMISES.
- (b) Any new levy or tax of any nature demanded by local Bodies / State Government Authorities Central Government Authorities if levied or becomes due and payable after the date of signing of this Agreement on the SCHEME OF DEVELOPMENT shall be borne by the VENDORS / OWNERS proportionately to the extent of the super built-up area of the SAID PREMISES
- (c) From the date of issue of the Occupancy Certificate for the SAID PREMISE S the VENDORS /OWNERS or THE CONFIRMING PARTY shall be liable to pay the House Tax, electricity charges and all other taxes, charges, assessments, levies etc by whatever name called, as the owner of the SAID PREMISES. The PURCHASERS / DEVELOPERS /BUILDER/PROMOTER shall not be responsible for any default in payment of such taxes thereafter.

VI) VARIATION IN-PLANS:

(a) It is hereby specifically agreed and consented to by the VENDORS /OWNERS that the PURCHASERS /DEVELOPERS /BUILDER /PROMOTER shall be entitled, to make such variations

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and alterations in the Building plans or in the layout/elevation of buildings including relocating the open spaces/structures/buildings /garden spaces and / or varying the location of the access to the buildings, as the exigencies of the situation and the circumstances of the case may require during execution and completion of the SCHEME **DEVELOPMENT** in the SAID PROPERTY before getting the Occupancy Certificate, subject to the condition that the Super built up area of the SAID PREMISES being allotted to the VENDORS/OWNERS are not altered and the Standard Specification set out in Schedule IV hereinafter written are not altered.

The VENDORS/OWNERS hereby give their express consent to the above and it shall be considered as consent in writing of the VENDORS/OWNERS and THE CONFIRMING PARTY as required under the law. It is however agreed and understood that the PURCHASERS/ DEVELOPERS /BUILDER/ PROMOTER shall obtain the consent of the VENDORS/OWNERS for major variations in the plans pertaining to the said property.

b) All plans for the SCHEME OF DEVELOPMENT are to be prepared for approval(s)/ construction license(s) on the basis of the Survey plans of the SAID PROPERTY and areas mentioned therein, and the PURCHASERS /DEVELOPERS /BUILDER/PROMOTER are expressly entitled to revise the plans/ approval(s)/ construction license(s) based on actual site conditions, which shall be construed as final for all purposes.

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Changes or additions within the SAID PREMISES to the Standard Specifications detailed in SCHEDULE NO. IV hereinafter written, and if permitted by the PURCHASERS /DEVELOPERS/BUILDER/ PROMOTER subject to the overall approval of the authorities concerned, the VENDORS /OWNERS shall have to pay the additional cost of such changes /additions / alterations and for the purpose of payment the same shall be considered as an, extra item of work. In such event the BUILDER / DEVELOPERS Irrespective of the payment received for carrying out the extra item of work shall be entitled for sufficient extension of time over and above the time specified above to deliver the possession of the SAID PREMISES, as changes / additions / alterations would warrant additional time for the execution of work.

The functional efficiency / effectivity of such extra items of work required by the VENDORS / OWNERS in the SAID PREMISES shall not be the responsibility of the PURCHASERS / DEVELOPERS / BUILDER/ PROMOTER and shall not be covered under defect liability.

In the event the VENDORS/OWNERS AND THE CONFIRMING PARTY, either during the subsistence of this Agreement or after taking over the possession of the SAID PREMISES makes any changes or additions in the electrical layout more particularly described in detail in SCHEDULE IV hereinafter appearing, leading to the increase in the total electrical load over and above the electrical load originally provided by the PURCHASERS /DEVELOPERS for the SAID PREMISES, then

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in such an event the PURCHASERS/DEVELOPERS shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings exhibiting strain due to the increased load, either in its quality or performance and the VENDORS/OWNERS shall be solely responsible for the same at their own risk and cost. The VENDORS/OWNERS also shall under no circumstances be entitled to make any structural changes such as to any beams, columns etc. of the SAID PREMISES/ Building/s for all times to come.

VII) FORMATION OF ENTITY:

The PURCHASERS / DEVELOPERS /BUILDER /PROMOTER shall either upon handing over of the SAID PREMISES to the VENDORS /OWNERS /THE CONFIRMING PARTY as per SCHEME OF DEVELOPMENT on the said Property or upon the completion of the entire development of the SAID PROPERTY i.e. upon completion of SCHEME OF **DEVELOPMENT** or as per **RERA-GOA** authority compulsion /rules shall assist the VENDORS /OWNERS along with the Purchaser/s of Apartments in the SCHEME OF DEVELOPMENT in facilitating them either to form a single SOCIETY/ ENTITY/ GENERAL SOCIETY /ASSOCIATION for owning and /or maintaining the SCHEME OF DEVELOPMENT and/or the SAID **VENDORS/OWNERS** the PROPERTY. The CONFIRMINGPARTY shall also co-operate in getting conveyed buildings appurtenant to the SCHEME OF **DEVELOPMENT** i.e. the SAID PROPERTY in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY. In the event the

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SOCIETY/ENTITY/GENERAL SOCIETY is not formed, the VENDORS /OWNERS AND THE CONFIRMING PARTY agree to get conveyed the undivided impartible and proportionate share corresponding to the extent of the holdings of the Premises other than the SAID PREMISES in the name of the prospective buyers in the SCHEME OF DEVELOPMENT by retaining the share in the land of unsold premises and further assist in the formation of GENERAL SOCIETY for the purpose of maintenance/ upkeep of the Buildings in terms of the SCHEME OF DEVELOPMENT of the SAID PROPERTY.

In case the Sale is not made in favour of the SOCIETY /ENTITY /GENERAL SOCIETY, the VENDORS /OWNERS or THE CONFIRMING PARTY shall be entitled to retain the undivided share in the land only corresponding to the FAR utilized for the SAID PREMISES.

- The decision of the PURCHASERS /DEVELOPERS/ BUILDER / PROMOTER in regard, to the preceding para shall be final and binding on all the purchasers of Apartments in the SCHEME OF DEVELOPMENT including the VENDORS /OWNERS and THE CONFIRMING PARTY herein in respect of the SAID PREMISES being allotted to them.
- c) The VENDORS / OWNERS AND THE CONFIRMING PARTY shall co-operate with the signing all forms applications, Deeds and other documents as may be required either for the admittance to the SOCIETY / ENTITY /CENERAL SOCIETY/ Association and for the Conveyance of the SAID PROPERTY.

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- d) The VENDORS /OWNERS OR THE CONFIRMING PARTY to whom the SAID PREMISES are being allotted shall be governed by and shall observe and comply with all the Bye-laws, Rules and Regulations that may be laid down by the SOCIETY /ENTITY /GENERAL SOCIETY/ Association as may be applicable from time to time (as and when formed).
- e) The VENDORS / OWNERS OR THE CONFIRMING PARTY hereby agree/s and undertakes to be a member of the SOCIETY/ENTITY /GENERAL SOCIETY in respect of the SAID PREMISES being allotted to them and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary in this regard.
- to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the PURCHASERS /DEVELOPERS/BUILDER/PROMOTER and of the other Apartment purchasers in the SCHEME OF DEVELOPMENT on the SAID PROPERTY.
- g) The PURCHASERS / DEVELOPERS shall be in absolute Control of Apartments in the SCHEME OF DEVELOPMENT other than the SAID PREMISES allotted to the VENDORS /OWNERS, as per the SCHEME OF DEVELOPMENT.

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- h) All the papers pertaining to the admission to the SOCIETY/ENTITY/GENERAL SOCIETY and the rules and regulations thereof as also all the necessary Deed / Deeds of Conveyance including the subsequent sale if any in SCHEME OF DEVELOPMENT till such time the admission is taken to the SOCIETY/ENTITY/GENERAL SOCIETY shall be prepared by the Advocate of the PURCHASER/ DEVELOPER /BUILDER/PROMOTER.
- i) All costs, charges, expenses including stamp duty, registration charges, Advocate fees /professional charges and any other expenses in connection with the preparation execution and registration of Conveyance Deed / Individual sale deed / formation of General Society and/or other connected matters shall be borne by the VENDORS/OWNERS AND THE CONFIRMING PARTY in respect of the SAID PREMISES allotted to them and other purchasers of Apartments in the SCHEME OF DEVELOPMENT in proportion and to the extent of the Super built up area of the Apartment allotted to them.

VIII) <u>UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO:</u>

a) The PURCHASERS/ DEVELOPERS /BUILDER /PROMOTER from the date of completion of the SCHEME OF DEVELOPMENT till the SOCIETY/ ENTITY/GENERAL SOCIETY is formed and registered, shall on behalf of all the purchaser/s including the VENDORS/OWNERS in respect of the SAID PREMISES in the SCHEME OF DEVELOPMENT, shall manage

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and administer the upkeep and maintenance of the common amenities, common areas of the scheme of Development and the overall responsibility regarding the upkeep and maintenance of the common amenities and common areas of the "SCHEME OF **DEVELOPMENT"** in the SAID PROPERTY shall be that of all the buyers and VENDORS/OWNERS OR THE CONFIRMING PARTY

- b) The VENDORS/OWNERS of the SAID PREMISES therefore shall at the time of taking possession of the Apartment/s deposit in respect of each Residential Apartment with the PURCHASERS/ **DEVELOPERS/ BUILDER /PROMOTER** as under:
 - i) Rs.20,000 / (Rupees Twenty Thousand Only) one time as Initial deposit to defray the expenses as referred to in clause (c) herein below.
 - ii) Rs.1,000 /-(Rupees One Thousand Only) as membership of the SOCIETY/ENTITY/GENERAL SOCIETY.
- The VENDORS /OWNERS AND THE CONFIRMING PARTY agree and bind themselves to contribute monthly regularly in respect of the SAID PREMISES allotted to them by the PURCHASERS / DEVELOPERS / BUILDER / PROMOTER such amount may be decided by the PURCHASERS /DEVELOPERS / BUILDER / PROMOTER till the formation of the SOCIETY/ ENTITY GENERAL SOCIETY and furthermore to the SOCIETY / ENTITY / GENERAL SOCIETY such amount as may

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be decided by the SOCIETY/ENTITY / GENERAL SOCIETY after its formation as the case may be, for the regular upkeep / governance and proper maintenance of the SAID PREMISES and the buildings standing thereon including the maintenance of common lights, water charges, Security's remuneration, maintenance of open spaces garden, lift, caretaker's salary, Sweeper's S alary etc irrespective of the use of these Services by the VENDORS/OWNERS for the SAID PREMISES and other owners of the SCHEME OF DEVELOPMENT on the SAID PROPERTY. Accordingly therefore obligation to pay monthly regularly on the part of the VENDORS/ OWNERS OR THE **CONFIRMING PARTY** herein shall start from the deemed date of possession as stated in Clause II(b) above. The PURCHASERS /DEVELOPERS or the SOCIETY/ ENTITY / GENERAL SOCIETY as the case may be, depending upon the circumstances, shall be empowered to revise any item of service for better governance of the SAID PREMISES as they may deem fit and proper depending upon the exigencies of the situation from time to time.

Provided, further, the VENDOR/OWNER AND OR THE CONFIRMING PARTY from the date of taking possession deemed possession of SAID PREMISES i.e. Apartments shall be required to pay regularly to the PURCHASERS/ DEVELOPERS /BUILDER/ PROMOTER till such time the SOCIETY /ENTITY / GENERAL SOCIETY is formed or promoted and thereafter to the SOCIETY/ ENTITY /GENERAL SOCIETY maintenance charges at Rs 15/- (Rupees Fifteen Only) per square metre per month of the Super built-up area of the Apartments area, due and payable in advance by the 5th of the month, along with the applicable GST

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levied by the competent authorities being the obligatory maintenance charges and expenses of the VENDOR /OWNER share towards expenses incurred or and to be incurred in terms of Clause VIII (c) referred hereinabove.

It is also agreed upon that in case at any time the PURCHASERS / DEVELOPERS / BUILDER / PROMOTER or the Society find the amounts collected to be insufficient, the PURCHASERS/ DEVELOPERS /BUILDER/ PROMOTER and /or the Society shall be entitled to increase the monthly maintenance charges on the SAID PREMISES along with other Apartments in the SAID SCHEME OF DEVELOPMENT.

IX) DISCLAIMER:

- The PURCHASERS /DEVELOPERS /BUILDER/ a) PROMOTER hereby disclaim any responsibility after the formation of the SOCIETY / ENTITY/GENERAL SOCIETY and the SOCIETY/ ENTITY / GENERAL SOCIETY as the case may be since then, the SOCIETY / ENTITY/ GENERAL SOCIETY shall alone be responsible and liable to pay all the aforesaid expenses stated in clause VIII hereinabove towards upkeep and maintenance of the common amenities and common areas. The PURCHASERS /DEVELOPERS shall not be held responsible for any such alleged default in the payments occurring thereafter or otherwise by the SOCIETY/ ENTITY/GENERAL SOCIETY
- It is clearly agreed and understood by the b) VENDORS/OWNERS in respect of the SAID PREMISES being allotted to them along with the purchasers of Apartments in the

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DEVELOPERS responsibility during the above period till such time the SOCIETY/ ENTITY/GENERAL SOCIETY is formed shall only be confined to the extent of managing, administering and effecting payment of the above expenses towards the upkeep of common amenities and common areas in the SCHEME OF DEVELOPMENT. The PURCHASERS / DEVELOPERS / BUILDER / PROMOTER shall not be held responsible or accountable for non compliance of insurance of the building, elevator, insurance of generator, third party insurance or any accidents or mishaps of any nature either in, club house, internal roads and thefts that may occur within the SCHEME OF DEVELOPMENT, except up to the warranty /guarantee period provided by the suppliers of elevators, generators or any other materials used in the Scheme of Development /Said Premises.

(c) The VENDORS/OWNERS in respect of the SAID PREMISES being allotted to them, understand that the PURCHASERS /DEVELOPERS /BUILDER/ PROMOTER shall not be held responsible on account of deficiencies of manufactured items of construction material used in the SAID PREMISES such as electrical goods, bath fittings, sanitary ware and accessories tiles, electrical goods however a warranty certificate if provided by the manufacturer for a period equivalent to the defect liability period i.e. 12 months in respect of the manufactured goods shall be provided to the VENDORS/OWNERS in respect of the manufactured items as stated above used in the SAID PREMISES

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X) GENERAL:

a) The parties herein agree that, they have tentatively finalized on the proposed plan of the Proposed SCHEME OF DEVELOPMENT and the super built-up area of about 500.70 Sq. Mtrs, as mentioned herein above at clause I 2b), to be handed over to the owners free of cost as per terms mentioned herein above.

The VENDORS/OWNERS hereby confirm having taken inspection to their full satisfaction, of the requisite Plans relating to the proposed SCHEME OF DEVELOPMENT in the Said Property.

- b) The VENDORS/OWNERS hereby specifically agree that the PURCHASERS /DEVELOPERS/ BUILDER /PROMOTER shall be entitled to make optimum utilization of the FAR admissible to construct the areas as may be permitted to be constructed and that the VENDORS/OWNERS shall have no claim whatsoever as regards all areas constructed, save and except to the extent of the SAID PREMISES as applicable unto the VENDORS /OWNERS.
- c) It is also understood and agreed by and between the parties that Independent terrace, if any, is not a common amenity and shall be allotted on exclusive basis as a value addition for the Flats as shown in the Annexure appended hereto However, no construction is permitted nor any roof garden is allowed to be put up in order to ensure the safety and to prevent probable damages (leakages etc) to the Slab beneath the open terrace.

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d) After execution of the present agreement and upon receipt of necessary approvals from the concerned authorities the PURCHASERS/ DEVELOPERS/ BUILDER/PROMOTER shall be entitled independently on their own accord to negotiate and/or agree to sell, assign, transfer or otherwise deal with the right, title and interest to all constructed areas in the SCHEME OF DEVELOPMENT, other than the SAID PREMISES allotted in the "SCHEME OF DEVELOPMENT to the VENDOR /OWNER and without affecting the rights of the VENDORS /OWNERS in respect of the SAID PREMISES i.e. the Super Built up area constructed in the SAID PREMISES, to any prospective purchaser/s of the Apartments, for such price and on such terms and conditions as may be agreed upon between the Developers and such prospective purchasers and for that purpose to enter into on their own behalf and responsibility, agreements or such other writings or documents in their own name, and the VENDORS /OWNERS specifically declare that they have No Objection for the same.

It is also agreed that the PURCHASERS /DEVELOPERS /BUILDER/PROMOTER shall be entitled to receive and retain with them all the money/monies from the Prospective Purchaser/s to whom Apartments (except the allotted SAID PREMISES) are sold or allotted, as the case may be, in the said SCHEME OF DEVELOPMENT to be constructed by the Developer in the SAID PROPERTY and to appropriate the same in such manner as the Developers may deem fit, All the money/monies which shall be received by the developer from such Purchaser/s shall exclusively belong to the PURCHASERS/ DEVELOPERS/BUILDER/PROMOTER and will be received by them on his own

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account towards cost of construction at his own risk without any liability and / or obligation to the VENDORS/OWNERS.

It is agreed between the Parties herein that if additional increase in FAR is made available by the government for want of change of zone and if the FAR is increased up to 100% from present 80% and if the Plan of the SCEME OF DEVELOPMENT is changed and varied to utilize the additional FAR than under such circumstances the BUILDER shall allot additional 2 Flats.

- e) The VENDOR/OWNER shall be bound to sign all the papers and documents and do all the things and matters as the PURCHASERS/DEVELOPERS may require from them from time to time in this behalf for safeguarding, interalia, the interest of the PURCHASERS/ DEVELOPERS and the VENDORS /OWNERS as well as the safeguarding the interest of the Prospective Purchaser/s of Apartments in the SCHEME OF DEVELOPMENT.
- f) The **VENDORS /OWNERS** and THE CONFIRMING PARTY mailing address and email address for communication shall be as under:

MR. ANTHONY FRANCIS DAVID DSOUZA "H.NO- 03/1, Bomon Wado, Cuchelim, Bardez – Goa

Contact Mobile no - Email :-

MR. RAMESH NARAYAN VIRNODKAR and MRS. BERNADETTA R VIRNODKAR @BERNADETTA FERRAO

H.No. 638, Khadpawaddo, Cuchelim, Bardez – Goa

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CONTACT NO - Email :-

The mailing address and email address of the DEVELOPER /PURCHASER /BUILDER /PROMOTER is as under:

CHANDRA DEVELOPERS LLP H.NO- 34, SUNRISE COLONY, BEHIND NSD, ALTO- DABOLIM –GOA 403802.

Contact number

The VENDORS /OWNERS and Purchasers /Developers /BUILDER/ PROMOTER shall also, from time to time notify any change in his /their address. Any letters, reminders, notices, documents, papers etc sent at the aforesaid notified address or at the changed address by hand delivery or Registered A.D. or Under Certificate of Posting or through a courier service agency also by e-mail, shall be deemed to have been lawfully served to the Parties.

g) The VENDORS / OWNERS hereby consent to the PURCHASERS/ DEVELOPERS /BUILDER /PROMOTER herein as well as the diverse prospective purchasers of Apartments in SCHEME OF DEVELOPMENT to raise funds /loans/monies from any Bank/s or any Financial Institution/s for purchase of their respective Apartment , wherein the PURCHASERS/ DEVELOPERS/ BUILDER /PROMOTER shall issue a NOC as required by the Bank / Financial institution for mortgaging the

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premises allotted, without affecting in any manner the Apartments being allotted to the VENDORS /OWNERS in the Scheme of Development and their proportionate undivided right of the SAID PROPERTY on the basis of an Irrevocable Power of Attorney of VENDORS/ OWNERS in favour of PURCHASERS/ DEVELOPERS /BUILDER/ PROMOTER.

- h) The BUILDER/DEVELOPER makes clear That the VENDORS/OWNERS are entitled to sell/transfer assign the SAID PREMISES in favour of any third party, however the VENDORS/OWNERS shall by written intimation inform the PURCHASERS/ DEVELOPERS/ BUILDER /PROMOTER the details of the party to whom the units would be sold/assigned in order to facilitate the PURCHASERS/ DEVELOPERS /BUILDER /PROMOTER to properly administer, manage the premises in the SCHEME OF DEVELOPMENT. The VENDORS/ OWNERS shall also ensure that the PURCHASERS /DEVELOPERS/ BUILDER /PROMOTER are a Confirming Party to any such Agreement and to such sale the BUILDER/DEVELOPER shall not object.
- i) The VENDORS /OWNERS shall co-operate and assist the PURCHASER/ DEVELOPER/ BUILDER /PROMOTER to obtain all necessary permissions/ NOC /license from the concerned authorities for which; VENDORS /OWNERS AND THE CONFIRMING PARTY agree to assign Powers to the PURCHASER/ DEVELOPER /BUILDER /PROMOTER through Irrevocable Power of attorney to represent Vendors/owners in all Concerned Departments pertaining to the work of approvals of the Proposed Scheme of Development or any other work required by

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PURCHASER / DEVELOPER towards the Proposed SCHEME OF DEVELOPMENT.

- The VENDORS /OWNERS shall obtain from the PURCHASERS / DEVELOPERS / BUILDER / PROMOTER till the formation of the SOCIETY /ENTITY /GENERAL SOCIETY and later on from the SOCIETY/ ENTITY /GENERAL SOCIETY prior NOC towards No Dues Certificate in respect of and before the being sold assigned. The **PURCHASERS** /DEVELOPERS shall issue such N.O.C, within 7 days from the date of intimation.
- It is clearly agreed and understood that in view of the PURCHASERS/ DEVELOPERS/ BUILDER /PROMOTER having effected substantial payment and further having made expenses towards the planning of the Project, the PURCHASERS/ DEVELOPERS/ BUILDER/ PROMOTER shall be entitled to the specific performance of this Agreement, and the VENDORS /OWNERS shall not be entitled to terminate this Agreement on any grounds whatsoever. The VENDORS /OWNERS also being entitled to seek specific performance of this Agreement to the extent of receiving the consideration as clearly agreed upon herein. Time shall be the essence of this Agreement.
- 1) The PURCHASERS / DEVELOPERS / BUILDER / PROMOTER and the VENDORS /OWNERS or THE CONFIRMING PARTY have decided to name the Scheme of DEVELOPMENT as "MARIGOLD FLORESTA" and have no Objection for the same.

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- m) It has been clearly agreed and understood that this agreement is understood to be binding on the parties for all times to come. Consequently, in case of the demise of any of the VENDOR/OWNER, this Agreement shall be binding and enforceable as against THE CONFIRMING PARTY and they shall be bound to honor this agreement and comply with all the terms and conditions of this Agreement, and shall not be entitled to demand any further consideration, and shall be entitled to the constructed areas in the SAID PREMISES in terms agreed upon hereincheck
- The list of Manufacturers/Suppliers is enclosed as Annexure n)
- o) This Agreement shall supercede all previous arrangement or understanding between the parties.

XII) DISPUTES / SETTLEMENT /LITIGATION/ JURISDICTION:

a) In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this Agreement, or anything arising out of it, and /or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement, the Court at Mapusa, Goa or in North Goa shall have the jurisdiction.

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- b) In the event there is any litigation concerning the SAID PROPERTY and/or in relation to the VENDORS/OWNERS to the SAID PROPERTY, it shall be the duty of the VENDORS/OWNERS AND THE CONFIRMING PARTY to settle the same entirely at their costs and responsibility and without any liability to the PURCHASERS / DEVELOPERS /BUILDER/ PROMOTER. Any delay resulting from such disputes shall make available additional time to the PURCHASERS/ /BUILDER **DEVELOPERS** PROMOTER for the completion/delivery of the SAID PREMISES AND "THE SCHEME OF DEVELOPMENT"
- c) That Both the Parties hereto in this Agreement agrees that, in case for any reasons which are not mentioned in this agreement and which are beyond the Control of Parties hereto, if the necessary approvals for the proposed project are not received from all the Concerned Authorities/ Departments of Government of Goal Concerned village Panchayat, than, or due to any litigation in respect of the Title of the SAID PROPERTY ,under such circumstances VENDOR /OWNER AND THE CONFIRMING PARTY will refund to the PURCHASERS /DEVELOPERS /BUILDER /PROMOTER, the entire monies paid to them by the PURCHASERS/ DEVELOPERS/ BUILDER/ PROMOTER under this Agreement and monies paid from time to time without any interest paid to the PURCHASERS/ DEVELOPERS/ BUILDER/ PROMOTER without any deductions within 30 days from , PURCHASERS / DEVELOPERS /BUILDER /PROMOTER informing the Vendors/Owners in writing/ Email provided at clause no. XI (f) herein above about Such failure/restrictions in obtaining

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P. Dear CHANDRA DEVELOPERS LEP

Dear Partner / Auth. Signatory

the necessary Development approvals. However if **VENDORS /OWNER** fails to pay back/ refund the monies paid to them by the **PURCHASERS/ DEVELOPER /BUILDER /PROMOTER** within
30 days, an interest calculated at 5% per month will be charged to
the Vendors/owners, till such time, the owners refunds entire
monies paid to them from time to time.

XIII) The VENDORS/OWNERS AND THE CONFIRMING PARTY have vide the Clauses below conferred on the PURCHASERS /DEVELOPERS Irrevocable Powers and constituted the PURCHASERS /DEVELOPERS and their Designated Partners SHRI PRAVEEN CHANDRAKANT TILVE, and/or SHRI JAYPRAKASH CHANDRAKANT TILVE authorizing the PURCHASERS / DEVELOPERS and /or their Designated Partners to perform all the lawful acts, deeds, things and matters more particularly stated herein below:-

- i) To sign and execute all papers plans applications and other documents for obtaining of the Permission/License / N.O.C. from the competent Authorities for the carrying of the construction on the SAID PROPERTY.
- ii) To apply for and obtain all Permissions /Licenses /N.OC.'s that may be required from the Collector of North Goa, the Addl. Collector, the Dy. Collector, the Mamlatdar, the Village Panchayat , Municipal council of Mapusa Bardez –Goa, Forest Department, Electricity Department, P.W.D, The Town & Country Planning Department, the Planning & Development Authority, Health Department, Pollution Control Board of Goa , Real Estate

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CHANDRA DEVELOPER

Regulatory Authority of Goa (RERA Goa), Health Department, and from any other Authority or Department for the carrying of the construction activity on the SAID PROPERTY.

- iii) To apply for the renewals, revisions of the Permissions, N.O.C.'s Licenses already obtained in respect to the construction on the SAID PROPERTY.
- iv) To apply for the connection for water supply, the connection for electricity supply for the construction on the SAID PROPERTY or in the construction that may be carried out on the SAID PROPERTY.
- v) To sign and execute any Agreement of Sale, Deed of Rectification, Deed of Ratification or any Deed or document in connection with the construction and sale on the SAID PROPERTY with the Prospective Purchasers of the Apartments in the SCHEME OF DEVELOPMENT, other than the constructed areas reserved for us,(as duly earmarked in Annexure) and to receive from them any amount and to issue valid receipts, in view of the investment made bgy them.
- vi) To sign and execute the Deed of Sale in respect to the SAID PROPERTY either in full or in parts.
- vii) To sign and execute any document /Deeds, Agreement for sale as aforesaid before the Notary or the Sub-Registrar in the State of Goa /Sub- registrar of Bardez Goa or any other Authority, concerning the SAID PROPERTY and to admit the execution before the said Authority.

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CHANDRA DEVELOPERS LLP

- viii) To appear and act for us and on our behalf or to represent us before courts, Tribunals, Forums, Authorities or to represent us before the Village Panchayat, the Mamlatdar for Mutation, Ministry of Environment Clearance, Goa Pollution Control Board (GPCB),Real Estate regulatory Authority of Goa (RERA GOA), Forest Department, Town and Country Planning Department, Electricity Department, Public Works Department, Department of Directorate of Health, Directorate of Land Survey Department, Police authorities and any other Government Department, Semi-Government Department, Authority and/or Body as also all Courts, Civil, Criminal and Revenue in connection with any matter concerning the SAID PROPERTY.
- ix) To sign, verify and file proceedings, suits, petitions, appeals, revisions or writs in any Court of Law, or to file any application, affidavits, statements undertaking, Indemnity Bond, etc., before any authorities
- x) To apply for and obtain the No Objection Certificate, Occupancy Certificate and/or completion Certificate in respect of the building/s to be constructed and completed on the SAID PROPERTY.
- xi) For the aforesaid purpose to make sign, execute, prepare and submit applications, forms, papers, documents, plans, undertakings, terms and conditions to carry on correspondence, swear affidavits, make personal appearances as may be required by the authorities concerned.

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To make any letter, application, representation, or any other xii) writing in our name and to represent our interests in any matter concerning the SAID PROPERTY and for the carrying of the construction on the SAID PROPERTY.

It is clearly agreed and understood between the parties that the PURCHASERS/DEVELOPERS shall be entitled to execute the Deed of Sale in respect to the SAID PROPERTY after handing over the constructed areas in the SAID PREMISES to the **VENDORS/OWNERS.**

XIIV) The PURCHASER /DEVELOPERS /BUILDER /PROMOTER undertake that they shall not alienate the rights conferred upon them, both under this agreement and the Power of Attorney, in favour of any third party /parties in whatsoever manner either with consideration or without, and/or will not sell the project either implicitly or explicitly to a third party before fulfilling their obligations towards the owners under this agreement and not without written consent of vendor/owner. Any such action on part of the developers will be violative of the terms and conditions and spirit of this agreement and in no way shall be binding on the **VENDORS/OWNERS.**

THE PURCHASERS / DEVELOPERS/ BUILDER/ XV) PROMOTER simultaneously upon execution of this Agreement Publish the Public Notice in the News Paper, inviting objections if any from the General Public or any other Third party or financial Institutions or any such person claiming right in the THE SAID

Page 50 of 66 CHANDRA DEVELOPERS LLP

PROPERTY, or part thereof and the VENDORS/OWNERS have herein given their NOC for such Publication.

XVI) The VENDORS /OWNERS on execution of this Agreement have hereby handed over to the PURCHASERS /DEVELOPERS/ BUILDER/ PROMOTER the possession of the SAID PROPERTY comprising of an area of 2000 square meters shown more particularly on the Plan annexed hereto and described more particularly in the Schedule II.

XVII) The VENDOR/OWNER and The Confirming Party herein declare that they shall execute irrevocable power of Attorney in favour of the developer within 7 days from the date of receipt of this Agreement.

XVIII) For the purpose of stamp duty the SAID PREMISES are valued at Rs. 1,75,24,500/- (Rupees One crore Seventy Five lakhs Twenty four thousand five Hundred Only) { i.e Rs.35,000/-* 500.70 Sq. mtrs} and the land is valued at Rs.50,00,000/-(Rupees fifty lakhs Only) {i.e 2000 Sq. Mtrs* Rs 2500/-per Sq. mtrs} and accordingly stamp duty @ 2.9% is paid on 2,25,24,500/- (Rupees Two crore twenty five Lakhs Twenty Four Thousand Five Hundred Only) which amount to Rs. 6,53,220/- (Rupees Six Lakhs fifty Three thousand Two hundred and Twenty only).

XIX) As the possession of the Land has been handed over to Builder/Developer/Purchaser for development ,registration fees @ 2% is paid on Rs. 50,00,000/- (Rupees fifty Lakhs Only) which amounts to Rs. 1,00,000/- (Rupees One Lakhs Only) has been paid on this Agreement.

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SCHEDULE I ABOVE REFERRED TO (DESCRIPTION OF "LARGER PROPERTY")

All that Property Known As "BOMOGOLLO", admeasuring an area of 2448 Sq. Mtrs, situated at Cuchelim, Mapusa, within the Municipal Area of Mapusa, Taluka and Sub District of Bardez, District of North Goa, State of Goa within the Limits of of Mapusa Municipal Council, Surveyed under FORM "D" of the city Survey Mapusa under Chalta No. 12 of P.T Sheet No. 5, alongwith residential house therein bearing H.No-03/1, described in the Land Registration Office of Bardez under No. 28280 at Page 196 of Book B-72 and inscribed under No. 21148 at pages 168 of G-27,,and the office of the Civil Registrar Cum Sub Registrar of Bardez at Mapusa the same being bounded on or towards the:

On the East

By Chalta No. 8 of P.T

Sheet No. 5

On the West

By Main Road

On the North

By Chalta No. 8 of P.T Sheet

No. 5 and

On the South

By Road.

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CHANDRA DEVELOPERS

SCHEDULE-II THE SAID PROPERTY

ALL THAT SAID PROPERTY admeasuring an area of 2,000 Sq. Mtrs, a distinct and independent piece or parcel of the SAID LARGER PROPERTY known as "BOMOGOLLO", situated at Cuchelim, Mapusa, within the Municipal Area of Mapusa, Taluka and Sub District of Bardez, District of North Goa, State of Goa within the Limits of Mapusa Municipal Council, Surveyed under chalta No. 12 of P.T Sheet No. 5, described in the Land Registration Office of Bardez under No. 28280 at Page 196 of Book B-72 and inscribed under No. 21148 at pages 168 of G-27, more clearly shown in red ink in the plan annexed hereto THE SAID PROPERTY is bounded as under:

On the East

Remaining part of the same property

On the West

Main Road

On the North

Chalta No. 8 and

On the South

: Internal Road.

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A. Drouga CHANDRA DEVELOPERS LLP

SCHEDULE - III

						Areaof Exclusively allotted Balconies/Terraces /lobbies/Extended Balconies & External	S.B.U area inclusive of RERA Carpet, exclusively allotted Balconies/lobbies/Terrace s/External walls &	No. Of Car Park
Sr. No	Wing	Apartment No	Туре	Floor	RERA Carpet	walls	common areas	allotted
FF	Wing-1	101	2BHK	First Floor	53.80 Sq.mts	23.40 Sq.mts	100.14 Sq. Mts	1. NO
2	Wing-1	104	2BHK	First Floor	53.80 Sq.mts	23.40 Sq.mts	100.14 Sq. Mts	1. NO
က	Wing-2	102	2BHK	First Floor	53.80 Sq.mts	23.40 Sq.mts	100.14 Sq. Mts	1. NO
4	Wing-2	103	2BHK	First Floor	53.80 Sq.mts	23.40 Sq.mts	100.14 Sq. Mts	1. NO
2	Wing-2	203	2BHK	Second Floor	53.80 Sq.mts	23.40 Sq.mts	100.14 Sq. Mts	1. NO
				TOTAL	269.00 SQ.MTS	117.00 SQ.MTS	500.70 SQ.MTS	5 .NOS

NOTE: NET SUPER BUILT UP AREA TO BE OFFERED IS = 500.70 SQ. MTS

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SCHEDULE NO. IV STANDARD SPECIFICATIONS STANDARD SPECIFICATION OF APARTMENTS

- STRUCTURE: The Buildings consists of a reinforced Cement Concrete framed structure. The masonry in plinth is laterite stone/cement concrete block in cement mortar. The masonry in superstructure is 20 cm thick laterite masonry/cement concrete block/Bricks in cement mortar. All partition walls are of brick burnt masonry in cement mortar.
- PLASTER: The Internal plaster is in one coat of cement 2. mortar and finished with neeru. The external plaster in general is in two coats of cement mortar.
- FLOOR FINISH: EACH APARTMENT except the toilet is 3. finished with Vitrified tiles (basic rate of tiles: Rs. 400/- per sq. mt.). The flooring of the toilet is finished with ceramic tile in floor (Basic rate of ceramic tiles: Rs.400/- per sq.mt). Dado is provided up to full height with glazed tiles (Basic cost of glazed tile: Rs. 400/- per sq. mtr). The terrace slab is waterproofed and finished with Indian patent stone above it. The passages is provided with ceramic tile flooring (Basic cost 400/- per sq.mtr).
- WINDOWS: The Windows in general are of powder coated sliding type. The toilet ventilators aluminum/HDPE frame and glass louvered type.
- **DOORS**: Main door are of teak wood paneled shutter along 5. with teak wood frame. All bedroom and balcony doors are flush

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doors. Toilet door's shutters are of HDPE. All door frames are of Sal wood. All doors are provided with SS Fittings and SS Hinges. Main door accessories are in Brass.

- PAINTING: Internal walls and ceiling are painted with 2 6. coats of Acrylic base Oil Bound Distemper. External walls are painted with 2 coats of water proof cement paint over a coat of Primer.
- KITCHEN: Cooking Platform with a stainless steel sink at 7. one end is provided in the kitchen. The Platform is finished with granite stone costing @ Rs 130/- per sqft. The dado above platform and sink is provided with glazed tile costing @Rs 400/ per sqmts and up to 60 cm ht. The standard length of kitchen platform including sink is 8 Rft.
- TOILET/BATH: Toilet is provided with European style W.C 8. pan. The floor is of ceramic tile and having a glazed tile dado up to ceiling; Wash basin is provided in Toilet.
- **DRAINAGE:** All sewage water is connected to the septic 9. tank/sewerage line as per the requirements of the Local Authority.
- WATER SUPPLY: Water is supplied to every Apartment 10. through a common overhead tank provided for each Building which services all the Apartments. One underground sump and one electric pump is provided.
- **ELECTRICAL INSTALLATION**: All wiring is in copper wire concealed in walls and slabs.

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Electrical load of Each APARTMENT is distributed in the following manner:

- i) Hall / Dining: 3 Nos- 5 amps points, 4 Nos lighting points, 2 Nos fan points, 1 No. T.V Point (However it is to be noted that no provision for A.C Point has been provided in the Hall/Dining)
- ii) Bedrooms: 1 No 5 amps point, 2 Nos light points, 1No fan point & 1 No- 15 amps point only in master bedroom for the provision of A.C
- iii) Kitchen: 3 Nos -5 amps point, 1 Nos 15 amps points,2 Nos light points, 1 No. fan point (No provision is made for A.C point in the kitchen)
- Toilets: Each Toilet is provided with 1 No.- 5 Amps point, 1 No. light point and 1 No -15 amps point for water heater in master bedrooms toilet.
 1 No 5 amps point and light point is provided near the wash basin.
- v) General: 1 No light point in the passage leading to the hall, 1 No light point above the entrance door, 1 No light point each in the balcony, 1 No light point in the passage outside the toilet have been provided.

The total consumption load of electricity for EACH APARTMENT is designed, as per the above said electrical layout for 5 Kilowatts load. The VENDORS/OWNERS clearly understands the above

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said electrical layout and expressly agrees to abide by the same and not make any variation which are likely to increase thGe design load, since the entire electric system comprising of switches, MCBs, main distribution box, internal wiring a as wiring from the DB to the Electric Meter has been designed and installed taking into consideration the above load.

GENERAL: The Purchaser / Developers /Builder /Promoter 12. shall obtain the electric connection for the SAID PREMISES from the respective Government Departments.

However upon the sale of Apartments allotted to the VENDORS/OWNERS to the Prospective purchasers, an amount of Rs. 60,000/- (Rupees Sixty Thousand Only) excluding GST/Taxes shall be paid to the PURCHASERS /DEVELOPERS /BUILDER / PROMOTER, by the Prospective Purchaser of the VENDORS/OWNERS towards Electricity Connection charges.

The PURCHASERS / DEVELOPERS / BUILDER / PROMOTER shall get prepared the Electrical test report of the SAID PREMISES and get the Works executed as per Government Regulations.

EXTRA WORKS: Any additional works desired by the by permitted VENDORS/OWNERS, if PURCHASERS/DEVELOPERS/BUILDER/PROMOTER Subject to overall approval of the authorities concerned/as approved by RERA, if need be, shall further be executed by the PURCHASERS / DEVELOPERS / BUILDER / PROMOTER subject to further extension of reasonable period of time purely at the sole

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discretion of the PURCHASERS / DEVLOPERS/ BUILDER / PROMOTER, provided the VENDORS/OWNRS furnishes the details of extra items of work sufficiently well in advance before taking up internal works and the VENDORS /OWNERS shall have to pay additional cost for such extra item work, in advance.

SOCIETY OFFICE / CLUB HOUSE: The VENDORS 14. IOWNERS towards the membership of the Society and the Club shall also pay towards maintenance, staff salary of the Club House equipment, Electricity Consumption, Water Consumption, Equipment Maintenance Charges @ Rs.500/- per Apartment per month for EACH APARTMENT.

LIST OF MANUFACTURERS

1) FLOORING:

a) Vitrified Tiles

Simpolo /somany/Quro/

with ISI mark or equivalent

b) Ceramic Tiles

Simpolo /Somany/Antiqua /

with ISI mark or equivalent

C) Glazed Tiles

Simpolo /Somany/sweet/

With ISI or equivalent make

2) WINDOWS:

a) Aluminum

3/4" series with ISI mark or

equivalent

b) Powder coating

Ivory / offwhite / Brown or

equivalent

c) Accessories

Maruti /with ISI mark or

equivalent

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DEVELOPERS Bernadella Pensadel

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2) DOORS:

a) Flush doors

Apple/with ISI mark or equivalent

b) Teakwood

African/local Teak wood

c) Shutters for toilet

HDPE /FRP or equivalent

4) PAINT:

a) Internal

ICI/Asian or equivalent OBD

b) External

ICI/Asian or equivalent

waterproof

5) KITCHEN SINK

S.S with ISI mark or equivalent

6) <u>TOILET BATH FITTINGS</u> /KITCHEN SINK

FITTINGS

Beneleve/ C.P. with ISI mark or

equivalent

7) SANITARY FITTINGS:

Beneleve/Cera or equivalent

8) ELEVATOR

OTIS or equivalent

9) ELECTRICALS:

a) Switches /Sockets

Anchor make or equivalent

b) Cables and wires

Polycab/ Anchor or

equivalent

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c) Main distribution Board/MCBs

Anchor/MDS make or equivalent

10) WATER SUPPLY:

a) External

UPVC Astral/Prince Make or

equivalent

b) Internal

CPVC Astral/Prince Make or

equivalent

11) DRAIN PIPES:

a) Sewage line

Prince/Finolex or equivalent

b) Rain water

Prince/ Finolex or equivalent

IN WITNESS WHEREOF the Parties hereto have set hands on the day and year first herein above mentioned

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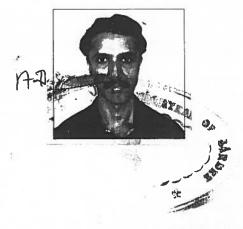
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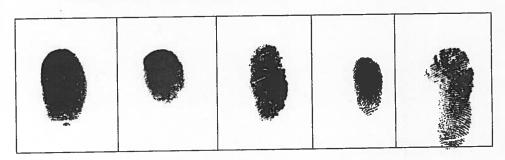
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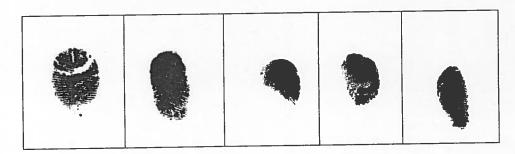




LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



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SIGNED AND DELIVERED BY THE Within named PURCHASERS/ DEVELOPERS/BUILDER/PROMOTER CHANDRA DEVELOPERS LLP represented herein by Designated Partner SHRI. PRAVEEN C TILVE Of the **SECOND PART**

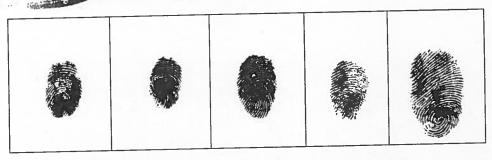
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CHANDRA PEVELOPERS LLP

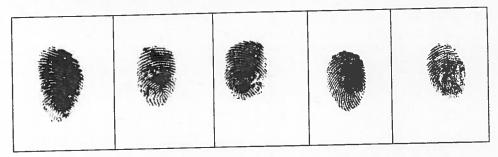
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RIGHT HAND FINGER PRINTS



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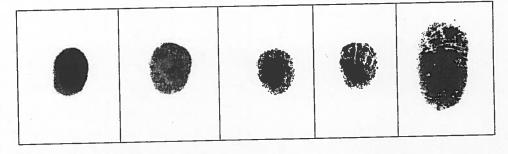
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SMT. BERNADETTA R. VIRNODKAR alias BERNADETTE FERRAO

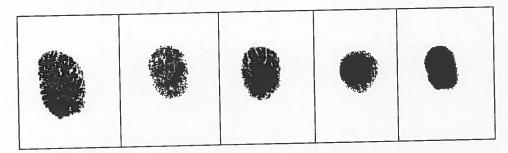
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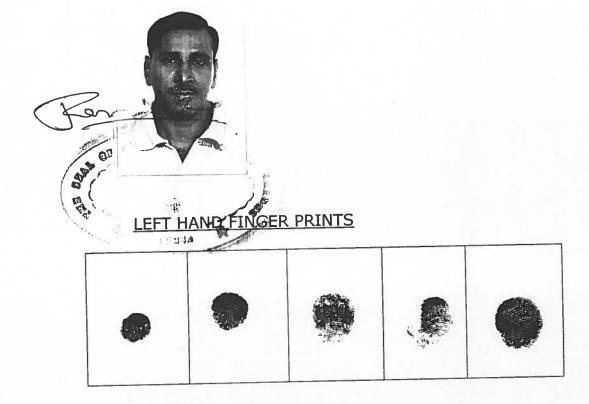
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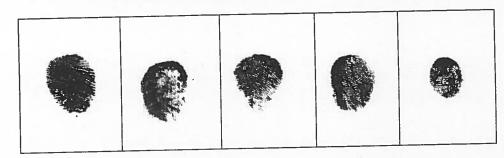
SIGNED AND DELIVERED BY the within named "THE CONFIRMING PARTY No. 2"

SHRI. RAMESH VIRNODKAR

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CHANDRA BENT OF REPORT

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WITNESSES:

Johnson Policarpo De Souza year of Birth 1966 Male H.No 278 Gohrshat Vaddo Mrporer Bardez Goa-

1.

Nogesh Damodan Shotgaonkar H.NO-999, Kancholim Wado, Morjim Pernem Groa Who

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GOVERNMENT OF GOA

Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA

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Plan Showing plots situated at

Village: CUNCHELIM

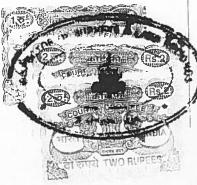
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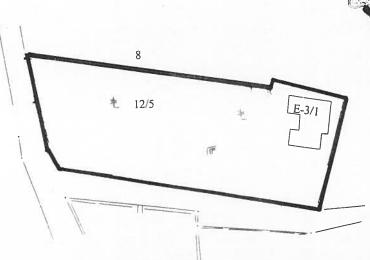
P.T. Sheet No./ Chalta No.: 5/

Scale:1:1000

Inward No: 9939

(Rajesh R. Pai Kuchelkar) Inspector of Survey & Land Records.





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CHANDRA DEVELOPERS

Dasg. Partner / Auth. Signatory

Beradelle

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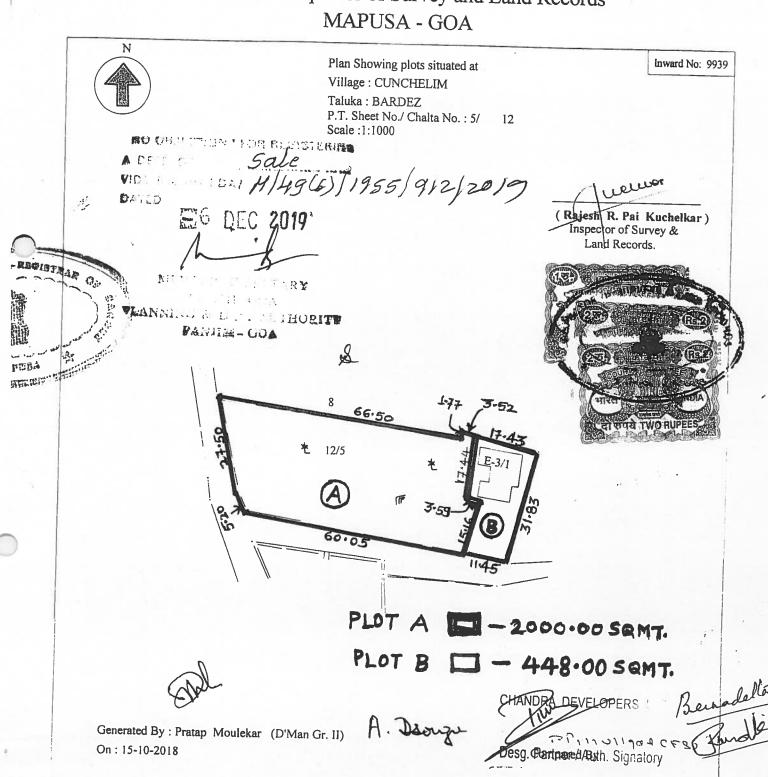
Generated By: Pratap Moulekar (D'Man Gr. II)

On: 15-10-2018



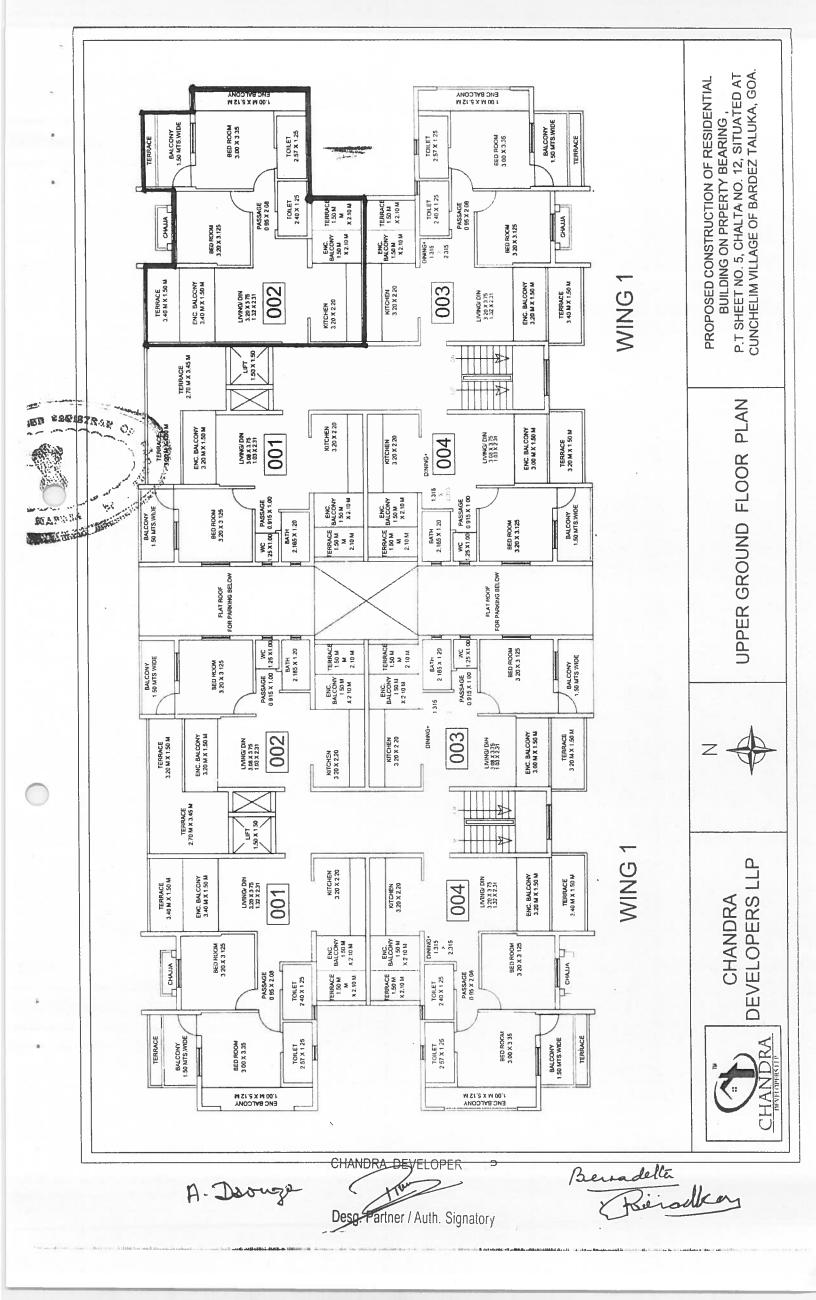
GOVERNMENT OF GOA

Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA

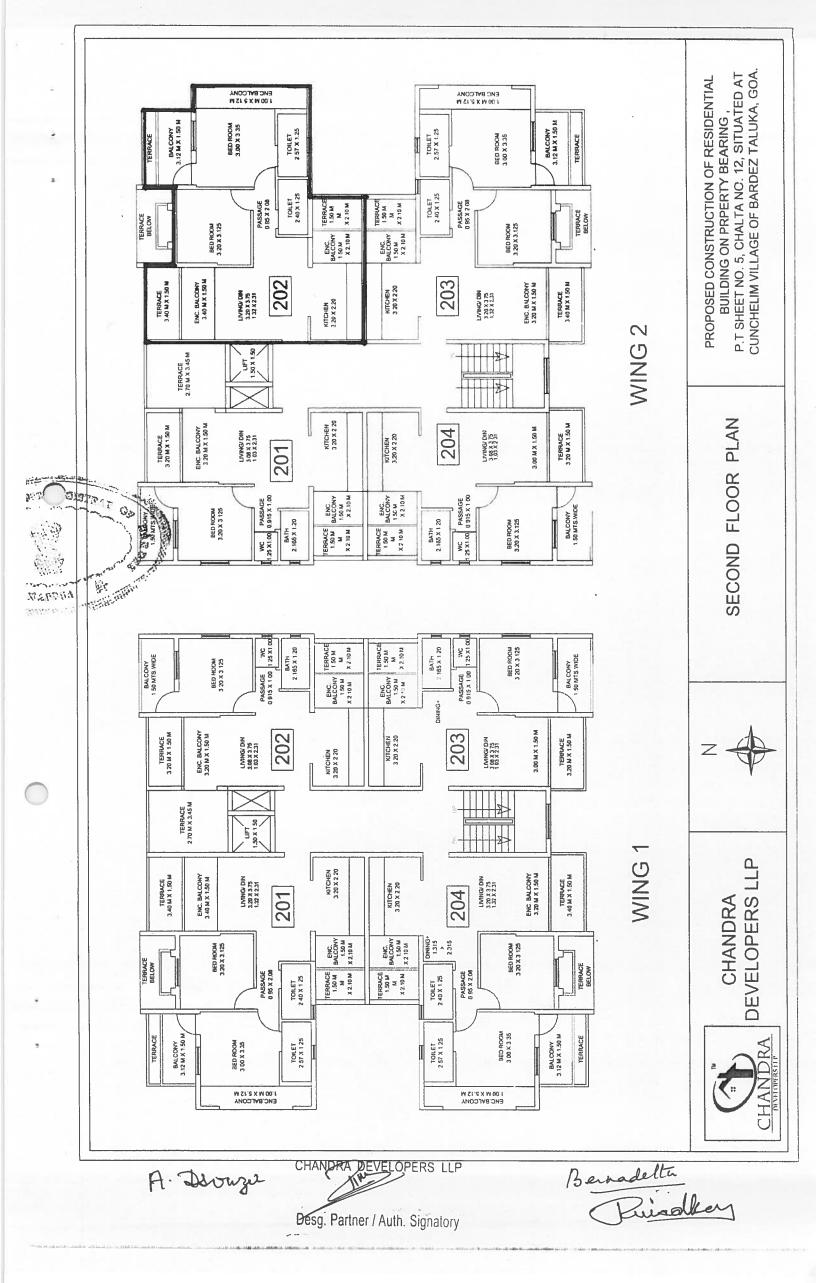


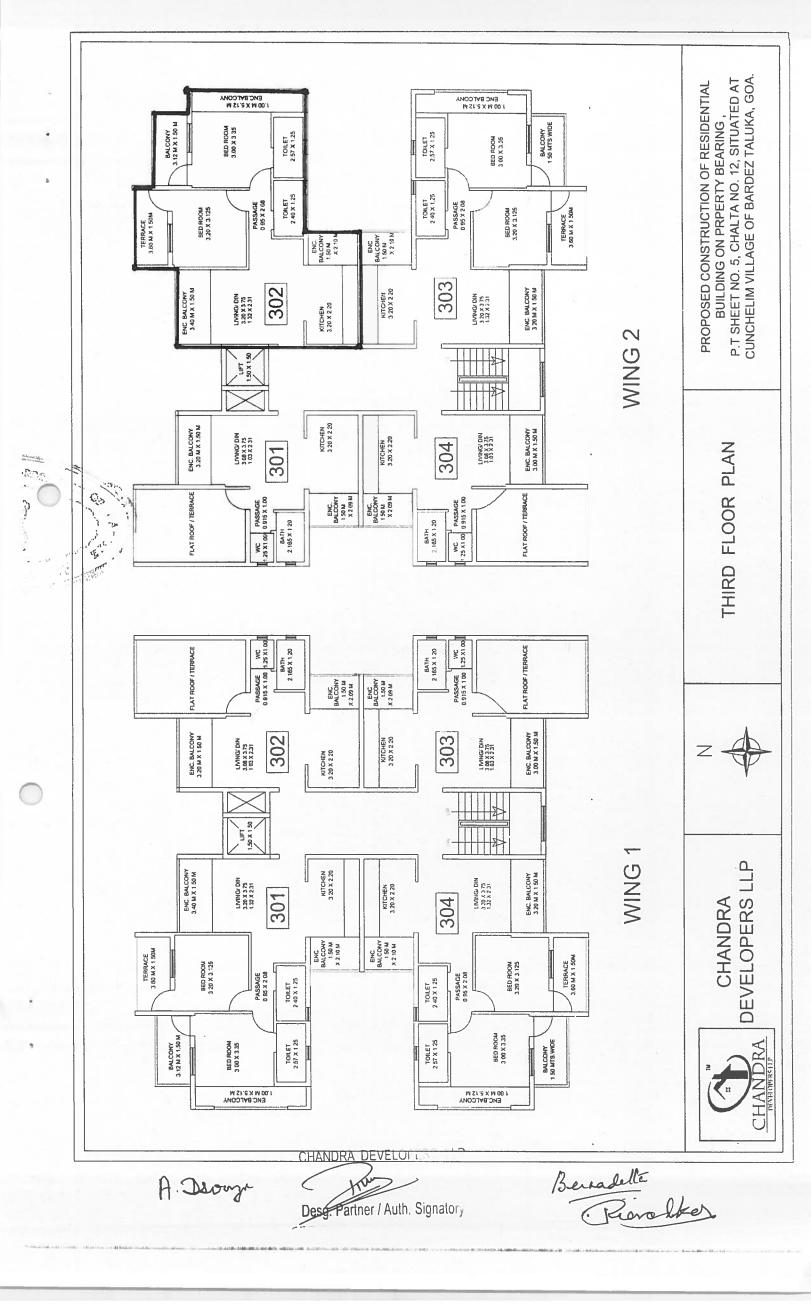
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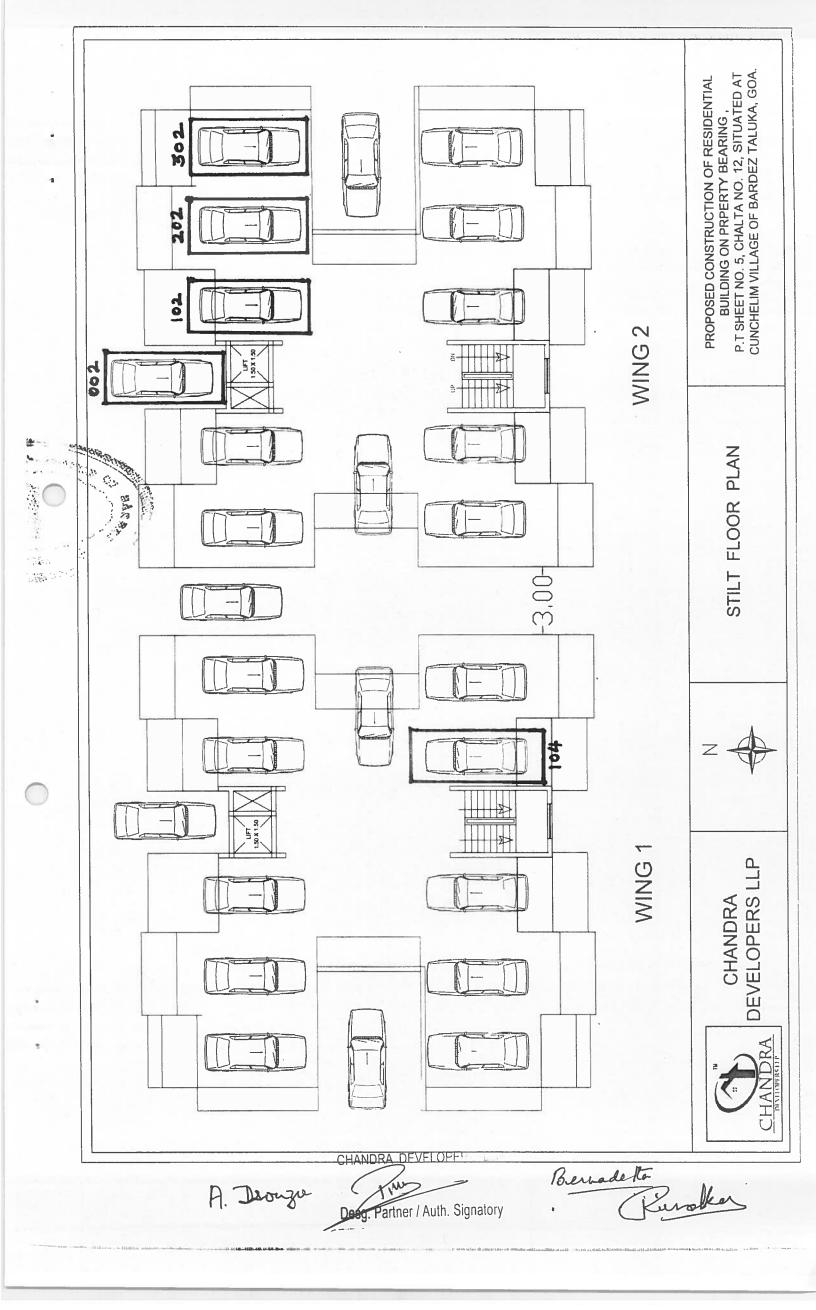
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Nobino : National Generic Document Registration System



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Bardez

Print Date & Time : - 16-Dec-2019 01:12:30 pm

Document Serial Number :- 2019-BRZ-4110

Presented at 01:12:12 pm on 16-Dec-2019 in the office of the Office of the Civil Registrar-cum-Sub

Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	145000
2	Registration Fee	100000
3	Processing Fee	990
	Tot	al 245990

Stamp Duty Required :145000

Stamp Duty Paid: 145000

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Praveen Chandrakant Tilve ,S/o - D/o Age: , Marital Status: ,Gender:,Occupation: , Address1 - H.No. 34, Sunrise Colony, Behind NSD, Alto -Dabolim, Goa, Address2 - , PAN No.:			Jiw?

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Anthony Francis David DSouza ,S/o - D/o John Cajetan Dsouza Age: 52, Marital Status: Bachelor ,Gender:Male,Occupation: Unemployed, Address1 - H.No. 3-1, Boman Wado, Cuchelim, Bardez, Goa, Address2 - , PAN No.:			A Daniel

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Praveen Chandrakant Tilve ,S/o - D/o Age: , Marital Status: ,Gender:,Occupation: , Address1 - H.No. 34, Sunrise Colony, Behind NSD, Alto -Dabolim, Goa, Address2 - , PAN No.:			Riv
3	Bernadetta R Virnodkar ,S/o - D/o Alex Micheal Ferrao Age: 48, Marital Status: Married ,Gender:Female,Occupation: Housewife, Address1 - H.No. 638, Khadpawaddo, Cuchelim, Bardez, Goa, Address2 - , PAN No.:			Bewadella
4	Ramesh Narayan Virnodkar ,S/o - D/o Narayan Virnodkar Age: 50, Marital Status: Married ,Gender:Male,Occupation: Service, Address1 - H.No. 638, Khadpawaddo, Cuchelim, Bardez, Goa, Address2 - ,			Riebes

Witness:

I/We individually/Collectively recognize the Purchaser, Confirming Party, Owner,

PAN No.:

Sr.NO	Party Name and Address	Photo	Thumb	Signature
	Naresh Damodar Shetgaonkar, 35 , ,8975325778 , ,Self Employed , Marital status : Unmarried 403512, H.No. 999 Kancholem Wada Morjim North Goa, H.No. 999 Kancholem Wada Morjim North Goa Morgim, Pernem, NorthGoa, Goa			Watgan
	Johnson Policarpo De Souza, 53 , ,9890223471 , ,Service ,	F		

https://ngdrsgoa.gov.in/registration/document_final

2/2

Document Serial No:-2019-BRZ-4110

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Book :- 1 Document

Registration Number :- BRZ-1-4029-2019

Date: 16-Dec-2019

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)

SUB REDISTRAP BARDEZ Original Copy

FORM.T- RECEIPT FOR FEE RECEIVED

Office of the Civil Registrar-cum-Sub Registrar, Bardez REGISTRATION DEPARTMENT. GOVERNMENT OF GOA

Print Date Time:- 16-Dec-2019 13:30:22

Date of Receipt: 16-Dec-2019

Receipt No: 2019-20/9/3170

Serial No. of the Document : 2019-BRZ-4110

Nature of, Document : Agreement or its records or Memorandum of Agreement - 5

Received the following amounts from Praveen Chandrakant Tilve for Registration of above Document in

Book-1 for the year 2019

Registration Fee	100000	E-Challan	• Challan Number : 201901414997 • CIN Number : CPX0157705	100000
Processing Fee	990	E-Challan	• Challan Number : 201901414997 • CIN Number : CPX0157705	1000
Total Paid	101000	(Rupees O	ne Lakh One Thousand only)	

Probable date of issue of Registered Document: 6 12 / 9

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL Please handover the Registered Document to the person named below Name of the Person Authorized:

Specimen Signature of the Person Authorized TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT The Registered Document has been handed over to on Dated 16-Dec-2019

Signature of the person receiving the Document

Signatur

fature of the Presenter

Registrar

NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY Archdiocese Bldg., 1st floor, Mala Link Road, PANAJI-GOA

Ref. No. NGPDA/M/49(6)/1955/ 912 /19

Date: 6/12/2019

NO OBJECTION CERTIFICATE

Under Section 49(6) of the Goa, Daman & Diu Town & Country Planning Act, 1974 North Goa Planning and Development Authority has no objection for the registration of The Sale Deed of share of land admeasuring area 2000.00 m2 /2448.00 m2 of property bearing Chalta no. 12 of P.T. Sheet No. 5 at Cuchelim.

Details of the property is stated by the applicant are as follows:-

1. Area of the property: - 2000.00 m2 /2448.00 m2

2. Property name of any: - "BOMOGOLLO"

3. Registration No.: - 28280 at page 196 of book B-72 Bardez

4. Matriz No. : - ---

Boundary details:-

North by :- Chalta No. 8

East by :- Remaining part of same property

West by :- Main road South by :- Internal road

1. The property/plot falls in Settlement S -2 zone.

2. This N.O.C. is issued at the request of the applicant and is subjected to verification of ownership documents by appropriated Authority, before registration of Deed.

3. This N.O.C. is to be read along with the plan enclosed.

4. It will not be binding on this Authority to grant any development permission in the aforementioned property under Section 44 of the Town & Country Planning Act. 1974 based on this N.O.C.

5. This NOC is valid for THREE YEARS only.

6. This NOC is not to be construed to be the approval of the sub-division and also this NOC does guarantee the purchaser of the land permission u/s. 44 of TCP Act, if it does not exist the planning regulation at the time applicant applies for the Development u/s. 44. This NOC is issued as per the decision of the Authority in its 56th meeting held on 31/3/2015

(R.K.PANDITA) MEMBER SECRETARY

To, Anthony Francis David D'souza, H.no.3/1, Bamon Vaddo, Cuchelim Bardez Goa.

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GOVERNMENT OF GOA

Directorate of Settlement and Land Records
Office of Inspector of Survey and Land Records
MAPUSA - GOA



Chal

Generated By: Pratap Moulekar (D'Man Gr. II)

On: 15-10-2018

Compared By:

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