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#### FORM-T- RECEIPT FOR FEE RECEIVED

OFFICE OF THE CIVIL REGISTRAR CUM SUB-REGISTRAR, TALUKA SALCETEMARGAO REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date Time: 08/Aug/2018 01:09 PM

1984 Receipt No:

Date of Receipt: 08/Aug/2018

Serial No. of the Document:

3513

Nature of Document Agreement to sale with possesion

Received the following amounts from Sri Datta Damodar Naik for Registration of above Document in Book-1 for the year 2018

Rs.Ps

Registration Fee

2135000.00

Processing Fees

1290.00

Total:

2136290.00

Amount in words:

Rupees Twenty One Lakh Thirty Six Thousand Two

Hundred Ninety Only.

Probable date of issue of Registered Document:

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

Signature of the Presenter

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to -

on 918118

Signature of the person receiving the Document Designed and Developed by C- DAC ,ACTS Pune

Signature of the Sub-Registrar

FOR CITIZENCREDIT CO-OP. BANK LTD. **Authorised Signatory** 

(Rupees Ten Lakhs Only)

one zero zero zero zero zero zero 16:43

Rs 1000000/- PB7223

D-5/STP(V)/CR\_/35/3/2811-RD

STAMP DUTY

Name of Purchaser, Common WEALTH DEVELOPERS PUT LID.

gue Datta D Naik



AGREEMENT TO SELL

TIZENCREDIT CO-OP. BANK LTD.

(Rupees Seven Lakks Sixty Nine Thousand Only)
KLID. CITIZEN CREDIT CO-OPERATIVE JULIET 23046 MON SUDICIAL TITLET

SHAME BENEFIE CO-OP, NEG SOCIETY LID 128424 AUG 06 2018
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Rs.0769000/- PB7223

D-5/STP(V)/CR./35/3/2011-RD

INDIA STAMP DUTY

Name of Purchaser Commonwealth DEVELOPERS PUT LID.



# AGREEMENT TO SELL

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THIS AGREEMENT is made at Margao, Goa, on 08th day of the month of August of the year Two Thousand Eighteen;

### BETWEEN

Mrs. ANJALI ANANT NAIK, wife of late Anant Srinivas Naik, aged about 78 years, landlady, Indian National holding Income Tax PAN ABGPN9988H, Aadhaar Card No. 3593 9374 7037, Mobile Phone No. 7798826495 and no E-Mail ID, residing at House No. 183, "Shrinivas", Dr. Antonio Colaco Road, Margao, Goa - 403 601;

- Mr. NILESH ANANT NAIK, son of late Anant Srinivas Naik, aged about 48 years, married, businessman, Indian National holding Income Tax PAN ACHPA0089J, Aadhaar Card No. 9586 3701 8731, Mobile Phone No. 9850471601 and E-Mail ID: nilesh2353@gmail.com, residing at House No. 183, "Shrinivas", Dr. Antonio Colaco Road, Margao, Goa - 403 601; and his wife,
- Mrs. DIPTI NILESH NAIK, daughter of Pradeep Joshi, aged about 38 years, married, businessperson, Indian National holding Income Tax PAN ADDPN7851J, Aadhaar Card No. 3369 8332 4898, Mobile Phone No. 9850471607 and E-Mail ID diptinaik008@yahoo.com, residing at House No. 183, "Shrinivas", Dr. Antonio Colaco Road, Margao, Goa - 403 601;

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4. Mr. MADHUSUDAN SRINIVASSA NAIK alias MODUCUDANA SRINIVASSA NAIQUE, son of late Srinivassa Damodar Naik, aged about 82 years, married, landlord, Indian National holding Income Tax PAN ABGPN9987J, NO Aadhaar Card, Mobile Phone No. 9850471603 and no E-Mail ID, residing at House No. 183, "Shrinivas", Dr. Antonio Colaco Road, Margao, Goa - 403 601; and his wife,

5. Mrs. MADHAVI MADHUSUDAN NAIK, daughter of Vassant Deulkar, aged about 74 years, married, housewife, Indian National holding Income Tax PAN ABHPN0003C, Aadhaar Card No. 5826 7304 9138, Mobile Phone No. 9890708826, no E-Mail ID, residing at House No. 183, "Shrinivas", Dr. Antonio Colaco Road, Margao, Goa - 403 601; all hereinafter collectively referred to as "the PROSPECTIVE VENDORS" (which expression, unless repugnant to the context or meaning thereof, shall include all their heirs, successors, legal representatives, administrators, executors and assigns) of the FIRST PART;

THE PROSPECTIVE VENDORS at Sr. No 1 has obtained Certificate under No. 3/11/Lnd-Propty/Dyc/Sal/2018/9306 dated 06.08.2018 from Office of the Deputy Collector & SDO, Salcete Margao to sell her share in the property without being under any duress or coercion being a widow of Late Shri Anant Srinivas Naik.

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The PROSPECTIVE VENDORS at Sr. No 1, 3, 4 and 5 hereinabove are represented herein by their duly Constituted Attorney the PROSPECTIVE VENDORS No. 2 Mr. NILESH ANANT NAIK, son of late Anant Srinivas Naik, aged about 48 years, married, businessman, Indian National holding Income Tax PAN ACHPA0089J, Aadhaar Card No. 9586 3701 8731, Mobile Phone No. 9850471601 and E-Mail ID: nilesh2353@gmail.com, residing at House No. 183, "Shrinivas", Dr. Antonio Colaco Road, Margao, Goa - 403 601 by virtue of a Power of Attorney executed on 06.07.2018 before the Notary Public Adv. Sachin S. Kolwalkar under Registration Number 1418/2018 dated 06.07.2018

### AND

M/s. RICH BAKE BAKERS, a Partnership Firm duly constituted under The Indian Partnership Act, 1932 and registered with the Registrar of Firms of Salcete at Margao under No. 99 on 15.05.2006, having its registered office at "CD Fountainhead", P. O. Box No. 7, Murida, Fatorda, Margao, Goa – 403 602, holding Income Tax PAN AAJFR0261M and E-Mail ID kdnaik@cdhomes.com, duly represented herein by all its Partners, namely,

 Shri. Datta Damodar Naik, son of late Damodar Kashinath Naik, aged about 63 years, businessman, married, Indian National holding Income Tax PAN AAQPN8813Q, Aadhaar Card No.

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5116 2045 3724, Mobile Phone No. 9822102416 and E-Mail ID kdnaik@cdhomes.com, residing at House No. 206, opposite Shri Vithal Mandir, Comba, Margao, Goa – 403 601;

- Smt. Sushanta Datta Naik, wife of Datta Damodar Naik, aged about 58 years, businessperson, married, Indian National holding Income Tax PAN AAQPN8812R Aadhaar Card No.4979 7366 3563, Mobile Phone No.9326115625 and E-Mail ID kdnaik@cdhomes.com, residing at House No. 206, opposite Shri Vithal Mandir, Comba, Margao, Goa – 403 601;
- Shri. Chirag alias Damodar Datta Naik, son of Datta Damodar Naik, aged about 32 years, businessman, married, Indian National holding Income Tax PAN ADIPN2625D, Aadhaar Card No. 6977 1428 2870, Mobile Phone No. 9552564616 and E-Mail ID kdnaik@cdhomes.com, residing at House No. 206, opposite Shri Vithal Mandir, Comba, Margao, Goa - 403 601;
- 4. Smt. Saloni Chirag Naik, wife of Chirag alias Damodar Datta Naik, aged about 31 years, businessperson, married, Indian National holding Income Tax PAN AKUPN7765P, Aadhaar Card No. 9776 5576 4203, Mobile Phone No. 9822409190 and E-Mail ID kdnaik@cdhomes.com, residing at House No. 206, opposite Shri Vithal Mandir, Comba, Margao, Goa - 403 601;

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Commonwealth Developers Pvt. 5. Ltd., a company duly incorporated under The Companies Act, 1956 with the Registrar of Companies at Panaji, Goa, under Corporate Identity No. 24-000703, holding PAN AABCD1337M, Tax Email ID Income kdnaik@cdhomes.com, and having its Registered Office at CD Fountainhead, Opp. Canapé, Morida, Fatorda, Goa 403 602; duly represented herein by its Director, Shri. Datta Damodar Naik, son of late Damodar Kashinath Naik, aged about 63 years, businessman, married, Indian National, residing at House No. 206, opposite Shri Vithal Mandir, Comba, Margao, Goa - 403 601, by virtue of Resolution dated 31st July, 2018 of its Board of Directors, a copy whereof is being presented before the Sub-Registrar of Salcete at Margao, Goa, along with this Agreement, for its registration under The Indian Registration Act, 1908; hereinafter referred to as "the PROSPECTIVE VENDEE" (which expression, unless repugnant to the context or meaning thereof, shall include all its, successors, partners, administrators, executors and assigns) of the SECOND PART.

WHEREAS there existed at Ward "Tolcai Catem", also known as "Torseam Zori", in the City of Margao, within the limits of Margao Municipal Council, Talukar and Sub-District of Salcete, District of Salcete in the State of Goa, a bigger property denominated "TOLCAI CATEM" which, as a whole, was described in the Land Registration Office of Salcete under Description No. 27657 of Book B of New Series,

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enrolled under Matriz No. 1152 of the Revenue Village of Margao, which property is hereinafter referred to as "the bigger property", for the sake of brevity and convenience;



AND WHEREAS, the bigger property was originally owned by Mr. Naraina Dattatraya Hemadi and his wife, Smt. Radhabai Hemadi, who both divided the bigger property into different plots referred to as "Lotes" provided for internal road accesses and, inter alias, sold to Srinivassa Damodar Naik alias Srinivassa Naique or even Srinivassa Damodar Naique the Lotes No. 21, 22 and 23, which are adjacent to each other;

AND WHEREAS, upon such sales by the said Mr. Naraina Dattatraya Hemadi and his wife, Smt. Radhabai Hemadi, the area of the said Lote No. 21 and Lote No. 22 has been jointly described under Description No. 40708 of Book B No. 103 of New Series in the Land Registration Office of Salcete, and the area of the said Lote No. 23 has been separately described under Description No. 39182 of Book B 101 of New Series in the Land Registration Office of Salcete;

AND WHEREAS the said area of the said Lote No. 21 is fully described in SCHEDULE-I hereto;

AND WHEREAS the said area of the said Lote No. 22 is fully described in **SCHEDULE-II** hereto;

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AND WHEREAS the said area of the Lote No. 23 is fully described in **SCHEDULE-III** hereto;

AND WHEREAS the said two Lotes bearing numbers 22 and 23 which are respectively described in SCHEDULE-II and SCHEDULE-III hereto, being adjacent to each other, give appearance of a common stretch of land, which is fully described in SCHEDULE-IV hereto, and such common stretch of land is herein after referred to as "the Said Property", for the sake of brevity and convenience;

AND WHEREAS, in the Land Registration Office of Salcete, the land described in SCHEDULE-I hereto and the Said Property i.e. the above said Lote No 22 and Lote No 23, which is formed out of union of part of land described under Description No. 40708 of Book B 103 of New Series and Description No. 39182 of Book B 101 of New Series in the Land Registration Office of Salcete, have been exclusively inscribed in the name of the said Srinivassa Damodar Naik alias Srinivassa Naique or even Srinivassa Damodar Naique under Inscription No. 40257 of Book G 45 with effect from 10.08.1946, and Inscription No. 38752 of Book G 43, with effect from 18.10.1944, respectively;

AND WHEREAS the said Srinivassa Damodar Naik alias Srinivassa Naique or even Srinivassa Damodar Naique and his wife, Smt. Vassundhara Srinivassa Naique alias Vassundrabai Naique, respectively expired on 15.08.1979 and 02.06.1987, leaving

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behind them, as their universal and exclusive heirs, their two sons by names (1) Anant Shrinivas Naik married to the member No. 1 of the PROSPECTIVE VENDORS and (2) Mr. Madhusudan Srinvassa Naik, the member No. 4 of the PROSPECTIVE VENDORS married to the member No. 5 of the PROSPECTIVE VENDORS, so declared in the Deed of Qualification of Heirs and Declaration for Succession drawn on 10.09.2004 by Notary Public Ex-Officio of Salcete Judicial Division at Folios No. 43 (overleaf) to 46 of his Deeds Book No. 1468;

AND WHEREAS, consequently, the above said Mr. Anant Shrinivas Naik along with the member No. 1 of the PROSPECTIVE VENDORS became the owners of half share in the Said Property as well as in the land described in SCHEDULE-I hereto, and the members No. 4 and 5 of the PROSPECTIVE VENDORS became the owners of the other half share in the Said Property as well as in the land described in SCHEDULE-I hereto;

AND WHEREAS, the above said Mr. Anant Shrinivas Naik expired on 01.04.1997, leaving behind him the member No. 1 of the PROSPECTIVE VENDORS, as his wife and moiety sharer, and also leaving behind him his three daughters and one son, who is the member No. 2 of the PROSPECTIVE VENDORS;

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AND WHEREAS, out of the said three daughters of late Anant Shrinivas Naik, one by name Anupa Anant Naik, being unmarried at the relevant time, relinquished her rights to the inheritance left behind by late Anant Shrinivas Naik vide the Public Deed of Assignment of Illiquid and Undivided Rights to Inheritance drawn on 10.07/1997 by Notary Public Ex-Officio of Salcete Judicial Division at Folio No. 55(v) of his Deeds Book No. 1386, specifically under the provision of Article 2029 of the Portuguese Civil Code, then in force in the State of Goa;

AND WHEREAS the other daughter of late Anant Shrinivas Naik, being Mrs. Pritam Ajit Mopkar nee Pritam Anant Naik along with her husband, Mr. Ajit Pandurang Mopkar relinquished such rights to Inheritance left behind by late Anant Shrinivas Naik also under the specific provision of Article 2029 of the Portuguese Civil Code, then in force in the State of Goa, vide Public Deed of Assignment of Illiquid and Undivided Rights drawn on 02.07.1997 by Notary Public Ex-Officio of Salcete Judicial Division at Folio No. 45 onwards of his Deeds Book No. 1386;

AND WHEREAS the third daughter of late Anant Shrinivas Naik by name Mrs. Gauri Shekar Ambe nee Prassanna Anant Naik alias Prasana Anant Naik along with her husband, Mr. Shekar Ambe relinquished such rights to Inheritance left behind by late Anant Shrinivas Naik also under the specific provision of Article 2029 of the Portuguese Civil Code, then in

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force in the State of Goa, vide Public Deed of Assignment of Illiquid and Undivided Rights to Inheritance drawn on 09.05.1997 by Notary Public Ex-Officio of Salcete Judicial Division at Folio No. 17 onwards of his Deeds Book No. 1385,

AND WHEREAS, taking into consideration such relinquishments made by all three daughters of late Anant Srinivas Naik, vide the Public Deed of Qualification of Heirs and Declaration for Succession the Notary Public Ex-Officio of Salcete Judicial Division, drawn at pages 43(v) to 46 of his Deed Book No. 1468 declared the member No. 1 of the PROSPECTIVE VENDORS as the moiety sharer and the member No. 2 of the PROSPECTIVE VENDORS as the sole and universal heir of said late Anant Shrinivas Naik;

AND WHEREAS, the member No. 2 of the PROSPECTIVE VENDORS having married to member No. 3 of the PROSPECTIVE VENDORS, without executing any ante-nuptial Public Deed and consequently in the regime of communion of assets, for which reason, the members No. 2 and 3 of the PROSPECTIVE VENDORS became the owners of one-fourth share in the Said Property as well as in the land described in SCHEDULE-I hereto, and the member No. 1 of the PROSPECTIVE VENDORS became the owner of another one-fourth share in the Said Property as well as in the land described in SCHEDULE-I hereto;

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AND WHEREAS, the PROSPECTIVE VENDEE carries on the business for development of land and real estate, and in course of such business constructs multi-storied buildings, inter alias, consisting of residential flats, shops, stilt parking, other commercial premises, etc.;

AND WHEREAS, the PROSPECTIVE VENDEE has approached the PROSPECTIVE VENDORS with a proposal to purchase from the PROSPECTIVE VENDORS the said two plots bearing Lote No. 22 and Lote No. 23, which lands together are described in SCHEDULE-IV hereto and which is also referred herein above as the Said Property, for a price value of Rs. 6,10,00,000/- (Rupees Six Crores Ten Lakhs Only) payable in kind as mentioned hereafter;

AND WHEREAS, the PROSPECTIVE VENDEE and the PROSPECTIVE VENDORS having fully discussed such proposal of the PROSPECTIVE VENDEE, it is now settled between them that the PROSPECTIVE VENDORS shall sell in favour of the PROSPECTIVE VENDEE or the nominee/s of the PROSPECTIVE VENDEE, the said Property fully described in SCHEDULE-IV hereto and the PROSPECTIVE VENDEE, personally or through its nominee/s shall purchase from the PROSPECTIVE VENDORS, the said Property fully described in SCHEDULE-IV hereto.

NOW THIS AGREEMENT WITNESSES AS UNDER:-

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1. The PROSPECTIVE VENDORS shall sell to and in favour of the PROSPECTIVE VENDEE or nominee/s of the PROSPECTIVE VENDEE, and the PROSPECTIVE VENDEE shall purchase or cause to purchase from the PROSPECTIVE VENDORS, the Said Property for a total price consideration of Rs. 6,10,00,000/- (Rupees Six Crores Ten Lakhs Only), partly payable in money and partly in kind, in the manner specified in clause 3(three) herein below.



- 2. The PROSPECTIVE VENDEE shall construct and allot in the Said Property i.e. the land formed out of union of the said Lote No. 22 and Lote No. 23, described in SCHEDULE-II which are SCHEDULE - III hereto, two multi-storeyed buildings to be identified as Building "A" and Building "B", and also construct in the land described in SCHEDULE-I hereto i.e. in the said Lote 21, another multi-storeyed building to be Building "C", after obtaining identified as Development Permission, Construction Licences, Sanad for Conversion of use of Land, NOCs, approvals, clearances, renewals thereof, and finally Completion Certificates and Occupancy Certificates, from all concerned Authorities and upon compliances of all conditions specified by such authorities.
- The above mentioned price consideration of Rs.
   6,10,00,000/- (Rupees: Six Crores Ten Lakhs

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Only), shall be paid by the PROSPECTIVE VENDEE in the following manner: -

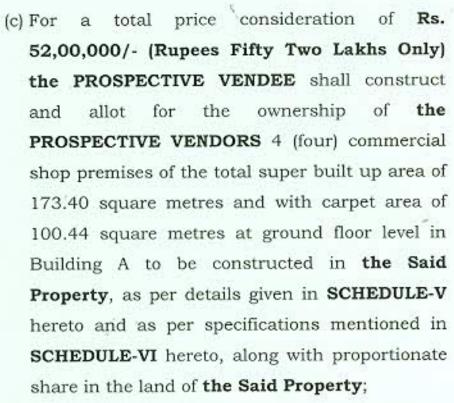


- (a) For a consideration of Rs. 3,00,00,000/-Crores Only) the (Rupees Three PROSPECTIVE VENDEE shall construct in the land described. in SCHEDULE-I hereto i.e. in the said Lote 21, for the exclusive ownership of the PROSPECTIVE VENDORS, one full multistoreyed building named "C" of R. C. C. frame work, containing 19 (nineteen) residential apartments of the total super built up area of 2,299.61 square metres and with carpet area of 1326.22 square metres, as per details given in SCHEDULE-V hereto, besides 18 (eighteen) numbers of stilt car parking lots on ground floor level of the same building, and as per specifications mentioned in SCHEDULE-VII hereto, which building along with the land described. in SCHEDULE-I shall exclusively belong to the PROSPECTIVE VENDORS;
- (b) For a total price consideration of Rs. 2,00,00,000/- (Rupees Two Crores Only) the PROSPECTIVE VENDEE shall construct and allot for the ownership of the PROSPECTIVE VENDORS 6 (six) residential apartments of the total super built up area of 664.47 square metres and with carpet area of 396.93 square metres in Building B to be constructed in the Said Property, as per details given in

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SCHEDULE-V hereto, besides 6 (six) numbers of stilt car parking lots on ground floor level of the same building, and as per specifications mentioned in SCHEDULE-VII hereto, along with proportionate share in the land of the Said Property.



a total price consideration of (d) For 42,00,000/- (Rupees Forty Two Lakhs Only) the PROSPECTIVE VENDEE shall construct ownership of the and allot for the PROSPECTIVE VENDORS 1 (one) residential apartment of the super built up area of 138.18 square metres and with carpet area of 86.51 square metres in Building A to be constructed in the Said Property, as per details given in SCHEDULE-V hereto, besides 1 (one) basement

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car parking lots in the same building, and as per specifications mentioned in **SCHEDULE-VII** hereto, along with proportionate share in the land of **the Said Property** 

(e) The PROSPECTIVE VENDEE have paid /issued cheque in favour of the PROSPECTIVE VENDORS in the following manner

All Cheques are drawn on The Goa Urban Cooperative Bank Margao dated 08th August 2018

Paid to The PROSPECTIVE VENDOR No.1

Anjali Anant Naik the sum of Rs. 3,60,000/(Rupees: Three Lakhs Sixty Thousand Only);
today toward her share by Cheque No 658995.

Paid to The PROSPECTIVE VENDOR No.2

Nilesh Anant Naik the sum of Rs. 3,60,000/(Rupees: Three Lakhs Sixty Thousand Only);
today toward his share and Share of The
PROSPECTIVE VENDOR No 3 Dipti Nilesh Naik
his wife by Cheque No 658996

Paid to The PROSPECTIVE VENDOR No.4
Madhusudan Srinivassa Naik the sum of Rs.
7,20,000/- (Rupees: Seven Lakhs Twenty
Thousand Only); today toward his share and
share of The PROSPECTIVE VENDOR No 5
Madhavi Madhusudan Naik his wife by Cheque
No. 658997

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- (f) The PROSPECTIVE VENDEE shall, within the time prescribed under The Income Tax Act, 1961, deposit proportionately to the credit of each member of the PROSPECTIVE VENDORS, a sum of Rs. 1,60,000/- (Rupees: Six Lakhs Ten Thousand Only) as Tax Deducted at Source (TDS) and supply immediately to PROSPECTIVE VENDORS the concerned Certificate and load on the site of Income Tax Department such information as against the PAN Cards of the PROSPECTIVE VENDORS.
- 4. The PROSPECTIVE VENDEE shall complete the construction stated in Sub-Clauses (a), (b), (c) and (d) of Clause 3 hereinabove and handover the completed premises to the PROSPECTIVE VENDORS together with Completion Certificate, Occupancy Certificate, Electricity and connections, within a period of 48 (Forty Eight) months from the date of this agreement which shall include all the time that may be consumed for obtaining initial approvals such as Development Permission, Construction Licences, Sanad for Conversion of use of Land, NOCs, approvals, clearances including RERA registration together with Completion Certificate, However, in case the construction is not completed within such period for any reasons, such period may be extended by the PROSPECTIVE VENDORS by a further period of 06 (Six) months. However, in the event the PROSPECTIVE VENDEE fails to complete and/or

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handover the possession of the completed premises within such period or extended period, as the case may be, the PROSPECTIVE VENDEE shall be liable to pay to the PROSPECTIVE VENDORS liquidated damages @ Rs. 10,000/- (Rupees Ten Thousand Only) per month per flat and/or shop thereof.



Such payment of compensation shall have to be paid by **the PROSPECTIVE VENDEE** at the beginning of the concerned month.

Provided that, while calculating such time, the time wasted or consumed in the following events, shall be excluded: -

- (a) War, armed rebellion or natural calamity due to which construction work could not be undertaken by the PROSPECTIVE VENDEE;
- (b) Any notice, order, rule or notification of the Government or any concerned authority or court, on account of which the construction work had to be stopped, delay in releasing of water supply and electricity supply by the concerned authorities; and
- (c) Agitation or movement by the members of public affecting the construction work or order of any public authority requiring stopping of the construction work.

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5. In the event, before the plans are approved, the Floor Area Ratio(FAR) is increased by the concerned authority/authorities in relation to the lands involved in the project, it shall be the option of the PROSPECTIVE VENDEE to avail such increase of Floor Area Ratio and raise additional construction in the said lands. In such a case the additional of premises built shall be shared between the PROSPECTIVE VENDEES and the PROSPECTIVE VENDORS in agreed proportion. In case the FAR is increased after the approvals are granted the PROSPECTIVE VENDEE shall not exploit the additional FAR.

- 6. After 7 days of receipt of notice sent by the PROSPECTIVE VENDEE to the PROSPECTIVE VENDORS that the said shops and apartments are ready for occupation along with occupancy certificate The PROSPECTIVE VENDORS shall be liable to pay the PROSPECTIVE VENDEE amounts detailed out at clause 7 irrespective of whether the PROSPECTIVE VENDORS have actually taken possession or not
- 7. The PROSPECTIVE VENDORS shall be liable to pay all out goings as detailed out in SCHEDULE IX such as Infrastructure Tax, GST at applicable rate time time, Society Deposit and from The PROSPECTIVE Maintenance Charges. VENDORS Shall also pay apart from SCHEDULE IX Electricity transformer charges, House Tax,



Electricity meter and water meter connection charges, Legal Fees, Incidental Charges and any other fees/taxes imposed by any statutory authorities in respect of the said apartments / Shops. The PROSPECTIVE VENDORS Shall also pay the Stamp Duty and Registration Fees for transfer of Shops and Apartments at applicable rate at the time of handing over the possession .

- 8. All other apartments or premises to be constructed by the PROSPECTIVE VENDEE, other than the apartments and premises agreed to be constructed for the PROSPECTIVE VENDORS, shall belong to the PROSPECTIVE VENDEE, who may sell or agree to sell such premises to any person of their choice on such terms and conditions as may be decided by the PROSPECTIVE VENDEE. liabilities arising from such sale or Agreement of Sale or whatsoever instruments entered by the PROSPECTIVE VENDEE with such persons or parties shall be solely borne by the PROSPECTIVE any liability VENDEE without the PROSPECTIVE VENDORS.
- The name of the Housing complex shall be decided by the PROSPECTIVE VENDEE
- 10. The PROSPECTIVE VENDEE shall endeavour to get constituted a Co-operative Maintenance Society for the two building namely building "A" and Building "B" to be constructed in Lote No. 22

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and Lote No. 23 for the maintenance and provision of common amenities to the said project, in which case all the holders of the premises in the said two buildings shall be the shareholders/members, and such Society shall take the responsibility of maintenance of such buildings and the Said Property and also shall provide for water supply, common electric requirements, etc. In that regard, the PROSPECTIVE VENDORS shall co-operate with the PROSPECTIVE VENDEE and shall do all such acts as are found necessary for the purposes constitution and registration of such Maintenance Society and shall become the members thereof by acquiring requisite shares therein and by promptly paying necessary maintenance charges, etc. Building C to be constructed for the PROSPECTIVE VENDORS in LOTE No 21 has not been included in the formation of the above Co-operative Maintenance Society.

- 11. Subject to what is agreed above in respect of every premises to be constructed/alloted by the PROSPECTIVE VENDEE in the said property for the PROSPECTIVE VENDORS in terms of this agreement, the PROSPECTIVE VENDORS and the PROSPECTIVE VENDEE shall sign independent Agreements incorporating terms contained in this agreement in respect of each such premises.
- The PROSPECTIVE VENDEE has already prepared the Plans for construction of buildings in

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the Said Property and submitted such Plans for approval of the concerned authorities. As per such Plans prepared by the PROSPECTIVE VENDEE, it is agreed between the PROSPECTIVE VENDEE and the PROSPECTIVE VENDORS that the PROSPECTIVE VENDEE shall construct one multi-storied building in each of the survey holdings, being one in Chalta No. 66 of P. T. Sheet No. 196 to be identified as Building 'A', another building in Chalta No. 65 of P. T. Sheet No. 196 to be identified as Building 'B' and the third building in Chalta No. 64 of P. T. Sheet No. 96 to be identified as Building 'C'.

- VENDEE and the PROSPECTIVE VENDORS that
  the entire building to be identified as Building 'C'
  shall be constructed fully and exclusively for the
  PROSPECTIVE VENDORS, who shall be its
  absolute owners, and the same shall contain such
  built up area and apartments, as stated in
  SCHEDULE-V hereto.
- 14. In the event the concerned authority approving the Construction Plans requires the Plans to be modified and such modification affects the area of the premises to be constructed for the PROSPECTIVE VENDORS, the areas and location of the premises in the approved Plans shall have to be revised subject to the condition that the floor of

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such premises and the total area to be constructed for each of such premises shall not be reduced.

- 15. The PROSPECTIVE VENDEE shall not be entitled to enter into any commitments or Agreement with any party or customer, without first finalising the premises and areas to be constructed for the PROSPECTIVE VENDORS in the said property.
- 16. The PROSPECTIVE VENDEE shall handover possession of any premises in any of the buildings to be constructed in the Said Property to any person or party, whomsoever, unless the PROSPECTIVE VENDEE hands over to the PROSPECTIVE VENDORS, all the premises agreed to be constructed to the PROSPECTIVE VENDORS fully completed along with Completion Certificate of the Town & Country Planning Department and Occupancy Certificate from the Margao Municipal Council. and also before obtaining electric connection and public water connection to all such premises.
- 17. The possession of the Said Property or even in respect of the ideal and undivided share in the Said Property hereby agreed to be sold by the PROSPECTIVE VENDORS, is not handed over to the PROSPECTIVE VENDEE and such possession continues to remain with the PROSPECTIVE VENDORS...

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18. However, for the purposes of all activities in respect of development of the Said Property by constructing therein the multi-storied buildings, as are contemplated herein, the PROSPECTIVE VENDORS do hereby authorise and permit the PROSPECTIVE VENDEE to enter into the Said Property with or without personnel, vehicles, machinery, tools, whatsoever required for such development/construction.



- 19. The PROSPECTIVE VENDEE to obtain and permit the PROSPECTIVE VENDEE to obtain temporary electric connection and temporary water connection, permissions/NOC. etc. from the concerned authorities, at the cost and expenses to be borne by the PROSPECTIVE VENDEE, who shall be also liable to bear all charges of electricity and water as per the bills to be issued by the concerned Departments..
- 20. The PROSPECTIVE VENDORS shall not be responsible, in any manner, to any contractor, personnel, machinery, vehicles, employees, labour and for compliance of various laws in that respect and the risk involved therein, and such responsibility shall be the sole responsibility of the PROSPECTIVE VENDEE.
- 21. The PROSPECTIVE VENDEE shall suitably insure the development and the construction activities in the Said Property in respect of

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personnel and machinery employed and also against third party risks, from time to time and appropriately.



- cost, obtain Sanad for conversion of use of land required for such development/construction, NOC from the Public Health Department, Development Permission from the Planning & Development Authority, Construction Licence/s from Margao Municipal Council and other permissions, NOCs, consents, approvals, etc. required to be obtained or acquired from all concerned authorities in respect of such development/construction, without any risk or liability, whatsoever to the PROSPECTIVE VENDORS and for that purpose a power of attorney in favour of Datta Damodar Naik and Chirag Datta Naik has been issued.
- 23. The PROSPECTIVE VENDORS and the PROSPECTIVE VENDEE, have mutually agreed, assured and covenanted, inter se, as the case may be, the following:-
  - (a) The PROSPECTIVE VENDEE shall be entitled to develop the Said Property at their own costs, risk, expenses and responsibility by putting up thereon multi-storied building/s in accordance with the laws and regulations in force, the plans to be approved and construction licences to be obtained from the concerned authorities. The

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PROSPECTIVE VENDEE, without affecting the areas and location of premises to be constructed for the PROSPECTIVE VENDORS, shall be free to revise the said plans from time to time in the manner they deem fit and proper, provided that such revisions are according to laws and regulations and duly sanctioned by concerned authorities;

- (b) The PROSPECTIVE VENDEE shall be at liberty to enter into Agreements for sale in respect of the flats, shops and other premises and other premises in the proposed building/s to be constructed with proportionate rights in the Said Property at such price and on such terms and conditions and covenants as the PROSPECTIVE VENDEE may deem fit and proper, but all such Agreements shall only be subject to and be valid upon due and prompt compliance of the essential terms of this Agreement by the PROSPECTIVE VENDEE;
- (c) Without affecting the areas and location of premises to be constructed for the PROSPECTIVE VENDORS and upon prompt and due compliance of the terms and conditions contained herein, the PROSPECTIVE VENDEE shall be at liberty to agree to effect/cause to effect the sale or otherwise transfer, agree to transfer or convey to its customer/nominee all or any of the other premises in the proposed

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Building "A" and Building "B". It is hereby clarified that the intention of the parties hereto is that the PROSPECTIVE VENDEE shall alone be liable and responsible to any third parties in connection with all dealings between the PROSPECTIVE VENDEE and such parties. All proceeds of sale/transfer of various other premises shall be sole entitlement of the VENDEE, PROSPECTIVE without any PROSPECTIVE share/interest to the VENDORS;

- (d) The PROSPECTIVE VENDEE shall bear all the expenses concerning the construction and development of the Said Property. Besides the responsibility for the construction, responsibility towards workmen and all other matters shall exclusively rest with the PROSPECTIVE VENDEE without any reference or involvement to the PROSPECTIVE VENDORS; and
- (e) The PROSPECTIVE VENDEE shall alone be responsible for violation, if any, of any laws, regulations, deviations from plans approved by concerned authorities and pay all outgoings regarding the proposed development of the Said Property.
- 24. The PROSPECTIVE VENDORS do hereby covenant with the PROSPECTIVE VENDEE as under:-

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(a) That the representations held out by the PROSPECTIVE VENDORS are true and are hereby reiterated;



- (b) That the PROSPECTIVE VENDORS are in actual and physical possession of the Said Property for the purpose of carrying out development and construction works, which includes filling, levelling, surveying, excavations, etc.
- (c) The PROSPECTIVE VENDEE will be entitled to construct temporary structures for the stay of the labourers during the period of construction, dumping and storage of materials, fencing and carrying out all other incidental works in connection with the construction and development of the Said Property, subject to the condition that the PROSPECTIVE VENDEE obtains all necessary permissions, licences, etc. from concerned authorities.
- (d) Upon due compliance of all the terms and conditions herein by the PROSPECTIVE VENDEES as and when required by the PROSPECTIVE VENDEE, the PROSPECTIVE VENDORS shall execute individually Sale Deeds in respect of the prospective buyers of various other flats, shops and other premises in the said proposed building/s, provided that the PROSPECTIVE VENDEE shall also be a party to

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such Deeds. All the costs, expenses and charges concerning the preparation, execution, stamp duty and registration fees of such deed/s, exclusively borne by PROSPECTIVE VENDEE or its nominees and customers without any liability to the PROSPECTIVE VENDORS:

- (e) Consequent upon receipt of said consideration in full, the PROSPECTIVE VENDORS shall have no right, title or interest in concerned proportionate shares in the Said Property, except for the right to avail the additional FAR, if available, and raise additional construction in relation thereto; and
- 25. The third parties entering into contracts/agreements to purchase apartments/premises/shops to be constructed in the Said Property, shall be entitled to raise finance from any Banks/Financial Institutions, without in any way creating any liability to the PROSPECTIVE VENDORS towards the said loans and accruals thereof.
- 26. Both parties agree and undertake to co-operate with each other for giving effect to the terms and conditions of this Agreement and shall do all such acts, deeds and things as may be necessary for due compliance thereof.

27. To secure the performance of the part of the Contract formed herein to be performed by the VENDEE. of PROSPECTIVE a sum 50,00,000/- (Rupees: Fifty Lakhs Only) has been given as deposit by the PROSPECTIVE VENDEE, vide cheque No: 658998 dated 25th November, 2018 drawn on The Goa Urban Co-operative Bank Ltd, Margao for Rs. 25,00,000/- and vide cheque No: 658999 dated 25th January, 2019 drawn on The Goa Urban Co-operative Bank Ltd, Margao for Rs. 25,00,000/- in favour of the member No. 2 of the PROSPECTIVE VENDORS, which amount shall not carry any interest, but shall be refunded by the PROSPECTIVE VENDORS No, 2 to the PROSPECTIVE VENDEE within three (3) months upon full and final compliance of all the obligations of the PROSPECTIVE VENDEE under this Agreement towards the PROSPECTIVE VENDORS

abandons the project i.e. does not initiate any work of the project or leaves the work of the project incomplete for a period exceeding the time herein fixed for delivery of the premises to the PROSPECTIVE VENDORS, this Agreement shall stand terminated upon expiry of three months after receipt of notice given by the PROSPECTIVE VENDORS to the PROSPECTIVE VENDEE and despite notice the work is not started, than the works, if any, till then carried out in the property, shall belong to the PROSPECTIVE VENDORS

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exclusively, without liability of the PROSPECTIVE VENDORS in respect of any claims raised by the PROSPECTIVE VENDEE or persons or parties claiming through the PROSPECTIVE VENDEE.

It is clearly understood by and between the parties that this clause shall not come into operation if the work is held up due to any order passed by any judicial, quasi judicial or statutory authority or the work of construction held up due to any public agitation all not attributable to **the PROSPECTIVE VENDEE**.

- 29. It shall be the sole and exclusive obligation of the PROSPECTIVE VENDEE to comply with all the requirements under The Real Estate (Regulation and Development) Act, 2016, and also the Rules and Regulations framed there under.
- Notwithstanding anything said in this agreement, it is clearly understood by and between the parties that
  - (a) this agreement is an agreement to sell concerned share in the said property
  - (b) this agreement is not a joint development or a development agreement between the parties.
  - (c) this agreement is specifically enforceable.

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(d) this agreement is not a partnership agreement or in any way be construed as a profit sharing agreement.



- (e) the payment of consideration in terms of built up area is agreed at the request of the PROSPECTIVE VENDORS.
- The PROSPECTIVE VENDORS have today issued 31. a power of attorney in favour of Datta Damodar Naik, Chirag Datta Naik permitting PROSPECTIVE VENDEE to give effect to clauses 2 of this agreement. (a) Under 24(d) if the sale deed are to be executed and if a Power of Attorney is to be executed in favour of the PROSPECTIVE VENDEE, then stamp duty payable thereon shall the duty payable Sale be on the Deed (b) Clauses 24(d) and 25 secure PROSPECTIVE VENDORS from any liability.
- 32. In the event of any dispute in regards to the interpretation and in case of any dispute arising out of this agreement, the same shall be resolved by arbitration and as per the provisions of Arbitration and Conciliation Act 1996 or any Act in force in substitution of that Act.
- 33. All letters, receipts, payments and/or notices to be served on both parties as contemplated by this Agreement, shall be deemed to have been duly served if sent to the parties by Registered Post A.

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D./Under Certificate of Posting at their addresses specified below:-

#### THE PROSPECTIVE VENDORS



Mr. Nilesh Anant Naik, House No. 183, "Shrinivas", Dr. Antonio Colaco Road, Margao, Goa, - 403 601.

#### THE PROSPECTIVE VENDEE

Mr. Datta Damodar Naik.
Commonwealth Developers Pvt. Ltd.,
P. O. Box No. 7,
CD FOUNTAINHED,
Murida, Fatorda, Salcete, Goa-403
602.

 This Agreement is signed in duplicate and each party has retained a copy.

## SCHEDULE-I

(Description of Lote No. 21 of the bigger property)

All that land denominated "TOLCAI CATEM" situated at Tolcai Catem or Torsean Zori of the City of Margao, falling within the limits of Margao Municipal Council, Taluka Salcete, Sub-District of South Goa in the State of Goa, which is the land surveyed for the purposes of Margao City Survey under Chalta No. 64 of P. T. Sheet No. 196, actually having an area of 1,016 square metres, forming the distinct northern part of the land described in the Land Registration Office of Salcete under Description No. 40708 of Book B 103 of New Series and also forming part of the land enrolled

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under Matriz No. 1152 in the Salcete Taluka Revenue Office, and bounded as under:-



East:- By Lote No. 24 of the bigger property earlier owned by Govinda Ramachondra Cano, now surveyed under Chalta No. 68 of P. T. Sheet No. 196;

West:- By the reserved access road, which is presently a public road;

North:- By Lote No. 20 of the bigger property earlier owned by Vassu Ganesh Naique and presently surveyed under Chalta No. 63 of P. T. Sheet No. 196; and

South:- By the above said Lote No. 22 of the bigger property which is surveyed under Chalta No. 65 of P. T. Sheet No. 196, which is hereinafter described in **SCHEDULE-II** hereto.

# SCHEDULE-II

(Description of Lote No. 22 of the bigger property)

All that land denominated "TOLCAI CATEM" situated at Tolcai Catem or Torsean Zori of the City of Margao, falling within the limits of Margao Municipal Council, Taluka Salcete, Sub-District of South Goa in the State of Goa, which is the land surveyed for the purposes of Margao City Survey under Chalta No. 65 of P. T. Sheet No. 196, actually having an area of 1,008 square metres, forming the distinct southern part of the land described in the Land Registration Office of Salcete

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under Description No. 40708 of Book B 103 of New Series and also forming part of the land enrolled under Matriz No. 1152 in the Salcete Taluka Revenue Office, and bounded as under:-



East:- By Lote No. 24 of the bigger property earlier owned by Govinda Ramachondra Cano, now surveyed under Chalta No. 67 of P. T. Sheet No. 196;

West:- By the reserved access road, which is presently a public road;

North:- By Lote No. 21 of the bigger property, which is hereinabove described in SCHEDULE-II and presently surveyed under Chalta No. 64 of P. T. Sheet No. 196; and

South:- By the above said Lote No. 23 of the bigger property which is surveyed under Chalta No. 66 of P. T. Sheet No. 196, which is hereinafter described in **SCHEDULE-III** hereto.

#### SCHEDULE-III

(Description of Lote No. 23 of the Bigger Property)

All that land denominated "TOLCAI CATEM" situated at Tolcai Catem or Torsean Zori of the City of Margao, falling within the limits of Margao Municipal Council, Taluka Salcete, Sub-District of South Goa in the State of Goa, which is the land surveyed for the purposes of Margao City Survey under Chalta No. 66 of P. T. Sheet

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No. 196, actually having an area of 1,309 square metres, being the land described in the Land Registration Office of Salcete under Description No. 39182 of Book B 101 of New Series and also forming part of the land enrolled under Matriz No. 1152 in the Salcete Taluka Revenue Office, and bounded as under:-

East:- By Lote No. 24 of the bigger property earlier owned by Govinda Ramachondra Cano, now surveyed under Chalta No. 67 of P. T. Sheet No. 196;

West:- By the reserved access road, which is presently a public road;

North:- By Lote No. 20 of the bigger property earlier owned by Vassu Ganesh Naique and presently surveyed under Chalta No. 63 of P. T. Sheet No. 196; and

South:- By another public road.

#### SCHEDULE-IV

(Description of the Subject Land viz. the land forming common stretch of land formed out of union of Lote No. 22 and Lote No. 23 of the bigger property)

All that land formed out of union of Lote No. 22 and Lote No. 23 of the bigger property and also out of union of the lands described in the Land Registration Office of Salcete under Description No. 40708 of Book B 103 of New Series and Description No. 39182 of Book B 101 of New Series, having a total area of 2,317 square metres and bounded as follows:-

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East:- By the land bearing Chalta Nos. 67 and 68

of P. T. Sheet No. 196 of Margao City

Survey;

West:- By the public road;

North:- By the lote No 21, land bearing Chalta

Nos. 64 and 68 of P. T. Sheet No. 196 of

Margao City Survey; and admeasuring

1,016 sq mtr and fully described in

SCHEDULE-I herein above

South:- By another Public Road.

This land is formed out of union of Chalta Nos.65 and 66 of P. T. Sheet No. 196 of Margao City Survey.

#### SCHEDULE-V

(Premises to be constructed for the PROSPECTIVE VENDORS)

## A. To be constructed in Building 'A'

Identity	Location (Floor)	Fraction of share in the area of the said Property (m2)	Super Built up Area (m2)	Open Terrace (m2)	Total Super Built Up area includi ng (1/2)ter race(m 2)	Carpet Area (m2)
Shop No. 7	Ground	27.14	44.24		44.24	24.87
Shop No. 8	Ground	28.51	45.88	N Tangar	45.88	28.51
Shop No. 9	Ground	30.28	49.84	72200	49.84	31.39
Shop No. 10	Ground	18.84	33.44		33.44	15.67
TOTAL		104.77	173.40		173.40	100.44
Flat No. A-201	4th Floor	97.49	138.80		138.80	86.51

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## B. To be constructed in Building 'B'

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	C. Market	

Identity	Location	Fraction of share in the area of the said Property (m2)	Super Built Up Area (m2)	Open Terrac e (m2)	Total Super Built Up area including (1/2)terr ace(m2	Carpet Area (m2)
Flat No. B-202	2 <sup>nd</sup> Floor	71.59	107.00		107.00	65.38
Flat No. B-303	3rd Floor	75.00	114.49		114.49	66.93
Flat No. B-402	4th Floor	71.59	107.00		107.00	65.38
Flat No. B-503	5 <sup>th</sup> Floor	75.00	114.49		114.49	66.93
Flat No. B-602	6th Floor	71.59	107.00	23322	107.00	65.38
Flat No. B-603	6th Floor	75.00	114.49		114.49	66.93
TOTAL		439.77	664.47		664.47	396.93

#### C. To be constructed in Building 'C'

Identity	Location	Fraction of share in the area of the said Property (m2)	Super Built Up Area (m2)	Open Terrace (m2)	Total Super Built Up area includi ng (1/2)ter race(m 2	Carpe t Area (m2)
Flat No. C-101	1st Floor	74.36	114.07	16.40	122.27	65.52
Flat No. C-102	1st Floor	71.59	107.00	3.36	108,68	65.38
Flat No. C-103	1st Floor	75.00	114.49	10.92	119.95	66.93
Flat No. C-201	2nd Floor	74.36	114.07	*****	114.07	65.52
Flat No. C-202	2nd Floor	71.59	107.00	10000	107.00	65.38
Flat No. C-203	2nd Floor	75.00	114.49	12.022	114.49	66.93
Flat No. C-301	3rd Floor	74.36	114.07	5.48	116.81	65.52
Flat No. C-302	3rd Floor	71.59	107.00	3.36	108.68	65.38
Flat No. C-303	3rd Floor	75.00	114.49		114.49	66.93

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Flat No. C-701	7th Floor	149.95	221.07	82.00	262.07	139.24
Flat No. C-603	6th Floor	75.00	114.49		114.49	66.93
Flat No. C-602	6th Floor	71.59	107.00	20002	107.00	65.38
Flat No. C-601	6th Floor	74.36	114.07	2222	114.07	65.52
Flat No. C-503	5th Floor	75.00	114.49	222	114.49	66.93
Flat No. C-502	5th Floor	71.59	107.00	3.36	108.68	65.38
Hat No. C-501	5 <sup>th</sup> Floor	74.36	114.07	5.48	116.81	65.52
at No. C-403	4th Floor	75.00	114.49		114.49	66.93
Flat No. C-402	4th Floor	71.59	107.00	53392	107.00	65.38
Flat No. C-401	4th Floor	74.36	114.07		114.07	65.52

It is hereby clarified that the entire Building 'C' shall exclusively constructed for and belong to **the PROSPECTIVE VENDORS**..

#### NOTE:-

Fraction of the premises in **the Said Property** has to obtained by formula provided in RERA

# SCHEDULE VI SPECIFICATIONS SPECIFICATIONS FOR SHOPS

#### STRUCTURE

RCC Framed structure as per approved design of concerned authority. External walls of 230 mm thick brick/laterite stone/concrete block masonry and internal partition walls of 100 mm thick brick masonry. The Shop will be of single Height of 3.00 mts from the floor.

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#### FLOORING

The floor shall be of vitrified tiles.



#### WALL FINISH

All internal walls and ceiling will have cement plaster with cream colour oil bound distemper and white wash respectively. External walls will have double coat sand plaster with cement. Acrylic/Texture paint as per Architects colour choice.

#### SHUTTER

The main entrance of the shop will be with 19g.rollingshutter

painted with synthetic enamel over primer.

#### TOILETS:

There will be toilets on ground floor for common use of all the shops as shown in the approved Plan

#### ELECTRICAL INSTALLATION:

Concealed type wiring with good quality modular switches shall be provided. Each shop will have two light points, one fan point, one plug on switch board and one plug on separate board and one AC point.

Owners will have to fit all fixtures and meters.

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## SCHEDULE VII SPECIFICATIONS

#### SPECIFICATIONS FOR APARTMENTS

#### STRUCTURE:

Reinforced cement concrete Structure as per approved design of Competent authority . Earthquake Resistant RCC Structure.

External walls in 200/230 mm thick brick/laterite Stone/Concrete block masonry and internal partition walls of 100 mm thick brick/concrete block masonry.

#### FLOOR /WALL TILING

Vitrified Flooring for entire Floor

Wall tiles for Toilets up to Ceiling

The Colour, Size, brand will depend on the availability of the tiles and on the choice of the developer.

Granite/ Marble Sills on the inner side of the window Granite Frames for toilet doors.

Kitchen Dado upto a height of 600 mm.

#### WALL FINISH

Internal Walls of Cement Plaster

Acrylic emulsion paint in pastel Colours on Walls and ceiling

Sand based external plaster with acrylic painting/ Textured paint as per Architects Colour Choice.

#### DOORS & WINDOWS

Main door, frame of Teak wood with melamine polish.

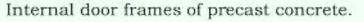
Main Door Shutter of 30mm thick panelled plywood/Block board/ Veneered Particle Board.

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French Door frame and sliding shutters of UPVC/Aluminium



Internal doors of 25/30 mm thick hardcore marine flush shutters with laminated finish

All doors will be provided with brass/ stainless steel accessories.

All windows will be of UPVC openable /sliding shutters with clear glass.

Safety grills of 10mm thick MS square profile for all windows as per design approved by the Architect.

Bathroom Ventilators will be of UPVC partially fixed/louvered type with opening for fitting exhaust fan.

### KITCHEN PLATFORM AND SINK:

Kitchen platform will be of polished granite with single bowl stainless steel sink of size 24" x 18".

Provision for refrigerator, water purifier and chimney in kitchen

Provision for washing machine in kitchen / kitchen utility / any other location as per Architect choice.

#### PLUMBING AND SANITARY INSTALLATIONS:

Concealed internal plumbing in CPVC / White PVC pipes

Chromium Plated CP fittings of premium make.

Single lever (diverter series) hot and cold mixer in toilets.

White Coloured Wall hung sanitary ware of premium make with easy close seat covers with concealed flush tanks / Flushing valves

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White Coloured Washbasin with counter and single lever hot and cold mixer in the toilets.

Geyser provision in all toilet.

Health Faucets in all toilets

### SOIL AND WASTE WATER LINE:

Soil and waste water line (exposed and concealed) will be of PVC Cement pipes / foam core pipes.

Sewerage effluents will be connected to the sewerage line of PHE Department of Goa PWD.

#### ELECTRIC SUPPLY AND WIRING:

Wiring will be concealed type, 3 Phase-4 wire, 415 volts and with good quality modular switch sockets. The Actual supply may be of single or three phase-in accordance with the rules and regulation of the Goa Electricity Department, in force at the time the complex is energised by them. Each apartment will be provided with a separate meter located at the entrance foyer room and a per phase isolated MCB distribution board, with shock proof (RCCB PROTECTION) within the apartment for easy isolation of supply

The distribution of points is as follows:

Living/Dining room & Balcony: Four lights points, Two fan points, one 5amps plug point on switchboard, Three 5amps plug points on separate board, TV & Telephone point, One direct line (BSNL) telephone point and one society internal telephone point, and 15 amps point for split type AC.

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Bedroom/ Balcony: Two light points, one two way light point, One fan point, one 5amps plug point on switch board, two 5amps plug point on separate board, 15amps point for split type AC

Master Bedroom/ Balcony: Two light points, one two way light point, one fan point, one 5amps plug point on switch board, two 5amps plug point on separate board, 15amps points for split AC, and also TV & one data point.

Kitchen & Utility: Two light point, one fan point, one 5 amps plug point for mixer, one 5 amps point for Refrigerator, one 5 amps point for water purifier & one 15 amps plug point for microwave oven & one 15 amps plug point for washing Machine. Provision for Exhaust Fan.

Toilet: All toilets to have One light point, one exhaust fan point, one 5amps plug point & One light point above wash basin & one 15 amps plug point for geyser in all Toilet.

Passage: One Light Point and One bell point.

The wiring will be carried out using fire retardant low smoke insulated multi stranded copper wire in alkathene pipes of adequate size as called for by design. The wiring for the 15 amps points will be of 2.5 sq.mm. copper wire

Miniature circuit breakers will be provided in the D.B. for safety from overloads and short circuit.

Inverter wiring is provided for one light point and one fan point in living room, bedrooms, kitchen and one light point in toilets.

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Provision for cable TV connection will be provided in living and master bedroom. However monthly cable TV Charges of the cable TV operator will have to be paid by the PROSPECTIVE VENDORS/PURCHASERS/OCCUPIERS.

Modular Switches of Legrand or Equivalent

Generator back up for lifts & for lights in common passage and water supply system

#### WATER SUPPLY:

There will be Common overhead tank sump tank for additional storage of water. This will be connected to Govt. water supply lines.

Water from common overhead tank will be distributed to each individual unit.

A pump will be provided to lift the water from ground sump to overhead tank.

#### MISCELLANEOUS

- Common telephone tag boards
- Independent electrical connection for each unit.
- Common water connection for each apartment building.
- Common electrical meter for common areas like gardens, stairways, driveways, pump house, club house etc
- Charges towards consumption of water and electricity through common meters shall be shared by all the PURCHASERS/OCCUPIERS.
- The PROSPECTIVE VENDEE shall only provide the required electrical test report to the effect that the

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work is executed as per Government specifications which is sufficient for obtaining electrical connection.

### SCHEDULE - VIII

# Rules and regulations in respect of management, maintenance of the common areas.

# The three years services covered for maintenance include the following.

- (a) Maintenance of Landscaped Gardens
- (b) Maintaining of other common areas such as internal roads (No Resurfacing), electrical fixtures, common staircases etc
- (c) Cleaning and mopping the common areas like staircase, stilt areas, basement parking area etc.
  - i.e. (i) sweeping twice a week.
    - (ii) mopping/washing once a week..
- (d) Switching on and off the lights in the common areas
- (e) Filling the water into the over head tanks from their respective sumps on regular basis to see that the plumbing system is kept in working condition.
- (f) Security Personal to the Housing complex
- (g) Payment towards Gardeners salary
- (h) Lift Maintenance / Generator back up maintenance.

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#### Services which are not included are

- a) Collecting the garbage on a day to day basis and disposing it off into the Municipal garbage bin.
- b) Payments of common water and electricity consumption charges.
- c) Damage occurring due to lightening, short circuits, power fluctuations, earthquake etc

#### Landscaped gardens:

- The PROSPECTIVE VENDEE shall maintain the gardens on regular basis.
- The owners/residents are not entitled to litter or throw refuse/ dirt across in the garden area.
- 3. The PROSPECTIVE VENDORS or anybody visiting through the PROSPECTIVE VENDORS are not entitled to pluck any plant/flower from the garden. Plucking of fruits from the trees planted in the Complex is strictly prohibited. The personnel employed by PROSPECTIVE VENDEE shall sell the fruits/flowers and proceeds shall be utilized for the maintenance.
- 4. The open space can be used for any function or private meeting with the permission of the Society/PROSPECTIVE VENDORS. The PROSPECTIVE VENDEE may impose a nominal fee for this facility depending upon the costs that shall be required for cleaning the area after the function/meeting. Music or entertainment of such function should not cause

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nuisance to the other purchasers and shall be stopped by 10.00 PM as per Government Guidelines.

- The PROSPECTIVE VENDORS are not allowed to plant any other trees, bush etc on landscaped garden area.
- 6. The PROSPECTIVE VENDORS are not allowed to erect any structure (Religious or otherwise) in common areas/ landscaped garden

## Lighting and plumbing:

- The PROSPECTIVE VENDEE shall ensure all external plumbing works are attended with promptitude in time of need pertaining to clogging and choking of pipes.
- 2. The PROSPECTIVE VENDEE shall see adequate lighting arrangement are provided at the common areas by switching on the lights between 7 p.m. to 11.30 p.m. and thereafter only necessary lights will be lit between 11.30 p.m. to 6 a.m. everyday.

### Security

- 1 A 24-hrs security will be provided at the complex by a guard who will also operate the main gate, Entry & Exit Gate of Basement area of the Complex. The security company shall be chosen by the PROSPECTIVE VENDEE.
- 2 The security guard shall only be responsible for the maintenance of traffic and parking within the complex and will not be responsible for security of individual units and their belongings.

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#### General:

- The PROSPECTIVE VENDORS and their family members shall use the landscaped garden only. The family members shall include spouse, son, daughter, father and mother.
- Owners and residents referred to hereinabove include the family members of the purchasers who have purchased premises in the said plot of land.
- 3. The PROSPECTIVE VENDEE are entitled to entrust the maintenance of the landscaped gardens to a third party contractor who shall conduct the maintenance and provide services as contained in this agreement.

SCHEDULE - IX
Other Charges Payable for Building A (Shops):

Sr. No	Shop/Apt No (Building)	Area in sq mtr	Considera tion	GST at present 12%	Infrastr ucture Tax	Society Deposit	Maintena
1	Shop No.7 (A)	44.24	13,27,000	1,59,240	35,392	25,000	60,000
2	Shop No.8 (A)	45.88	13,76,000	1,65,120	36,704	25,000	60,000
3	Shop No.9 (A)	49.84	14,95,000	1,79,400	39,872	25,000	60,000
4	Shop No 10(A)	33.44	10,02,000	1,20,240	26,752	25,000	60,000
		173.40	52,00,000	6,24,000	138720	1,00,000	240000

## Other Charges Payable for Building A (Apartment):

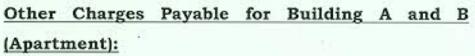
Sr. No	Shop/Apt No (Building)	Area in sq mtr	Considera tion	GST at present 12%	Infrastr ucture Tax	Society Deposit	Mainten ance
1	Apt No. A-201	138.18	42,00,000	5,04,000	27,636	25,000	75,000
		138.18	42,00,000	5,04,000	27,636	25,000	75,000

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Sr. No	Shop/Apt No (Building)	Area in sq mtr	Considera tion	GST at present 12%	Infrastr ucture Tax	Society Deposit	Mainten ance
1	Apt No. B-202	107.00	32,25,000	3,87,000	21,400	25,000	75,000
2	Apt No. B-303	114.49	34,42,000	4,13,040	22,898	25,000	75,000
3	Apt No. B-402	107.00	32,25,000	3,87,000	21,400	25,000	75,000
4	Apt No. B-503	114.49	34,42,000	4,13,040	22,898	25,000	75,000
5	Apt No.B-602	107.00	32,24,000	3,86,880	21,400	25,000	75,000
6	Apt No N-603	114.49	34,42,000	4,13,040	22,898	25,000	75,000
	Section 15 to 15 t	664.47	20000000	2400000	132894	150000	450000

## Other Charges Payable for Building C:

Sr.	Shop/Apt No	Area in sq	Considera	GST at	Infrastruct
No	(Building)	mtr	tion	present 18%	ure Tax
1	Apt No C-101	122.27	15,95,012	2,87,102	24,454
2	Apt No. C-102	108.68	14,17,731	2,55,192	21,736
3	Apt No. C-103	119.95	15,64,748	2,81,655	23,990
4	Apt No. C-201	114.07	14,88,043	2,67,848	22,814
5	Apt No C-202	107.00	13,95,815	2,51,247	21,400
6	Apt No. C-203	114.49	14,93,522	2,68,834	22,898
7	Apt No. C-301	116.81	15,23,786	2,74,282	23,362
8	Apt No. C-302	108.68	14,17,731	2,55,192	21,736
9	Apt No C-303	114.49	14,93,522	2,68,834	22,898
10	Apt No. C-401	114.07	14,88,043	2,67,848	22,814
11	Apt No. C-402	107.00	13,95,815	2,51,247	21,400
12	Apt No. C-403	114.49	14,93,522	2,68,834	22,898
13	Apt No. C-501	116.81	15,23,786	2,74,282	23,362
14	Apt No. C-502	108.68	14,17,731	2,55,192	21,736
15	Apt No. C-503	114.49	14,93,522	2,68,834	22,898
16	Apt No. C-601	114.07	14,88,043	2,67,848	22,814
17	Apt No. C-602	107.00	13,95,815	2,51,247	21,400
18	Apt No. C-603	114.49	14,93,522	2,68,834	22,898
19	Apt No. C-701	262.07	34,20,291	6,15,652	52,414
		2299.61	3,00,00,000	54,00,000	4,59,922

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IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands to this Agreement on the day, month and year first hereinabove written.

SIGNED

AND

DELIVERED

by

member No. 2 of the

(Nilesh Anant Naik)

#### PROSPECTIVE

VENDORS within named,

viz. Mr. Nilesh Anant Naik for self and as POA for Anjali Anant Naik Sr. No. 1, Dipti Nilesh Naik Sr. No. 3, Madhusudan S. Naik Sr.No. 4 and Madhavi M Naik Sr,

No 5

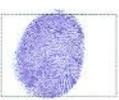












(Left Hand Fingerprints of Mr. Nilesh Anant Naik)











(Right Hand Fingerprints of Mr. Nilesh Anant Naik)

520018 Now)



SIGNED AND DELIVERED for the

PROSPECTIVE

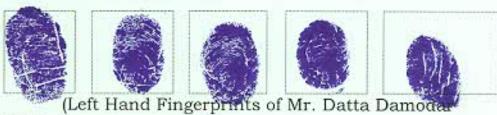
VENDEE within named by its within named Partner, viz. Mr. Datta Damodar

Naik

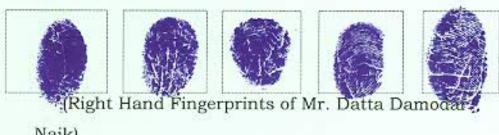


(Datta Damodar Naik)





Naik)



Naik)

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SIGNED AND DELIVERED for **the** 

PROSPECTIVE

**VENDEE** within named by its within named Partner, viz.

Mrs. Sushanta Datta

Naik

For RICH BAKE BAKERS

PARTNER

(Sushanta Datta Naik)











(Left Hand Fingerprints of Mrs. Sushanta Dama

Naik)











(Right Hand Fingerprints of Mrs. Sushanta

Datta Naik)

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SIGNED AND
DELIVERED for the

PROSPECTIVE

VENDEE within named by its within named Partner, viz.

Mr. Chirag Datta Naik

For RICH BAKE BAKERS

(Chirag Datta Naik)



you











(Left Hand Fingerprints of Mr. Chirag Datta Naik)











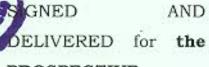
(Right Hand Fingerprints of Mr. Chirag Datta Naik)

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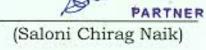


PROSPECTIVE

**VENDEE** within named by its within named Partner, viz.

Mrs. Saloni Chirag

Naik



For RICH BAKE BAKERS











(Left Hand Fingerprints of Mrs. Saloni Chirag Naik)









(Right Hand Fingerprints of Mrs. Saloni Chirag

Naik)

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SIGNED AND DELIVERED for the

## PROSPECTIVE

within VENDEE named by its within named Partner, viz. Mr. Datta Damodar Naik as Director of Commonwealth

Private Developers

Limited



Commonwealth Developers Private Limited



Director













Left Hand Fingerprints of Mr. Datta Damodar

Naik)











(Right Hand Fingerprints of Mr. Datta Damodar,

Naik)

50N075



Witnesses:-

# Name & Address

1. LAXMIKANIT KURADE BENAULIM- GAM

2 PRITAS V. KANE MARGAG- GOA Signature

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## GOVERNMENT OF GOA

Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records

MARGAO-GOA



Plan Showing plots situated at .

Village: MARGAO

Taluka : SALCETE P.T. Sheet No.196 / Chalta No.64, 65 & 66. Scale :1:500

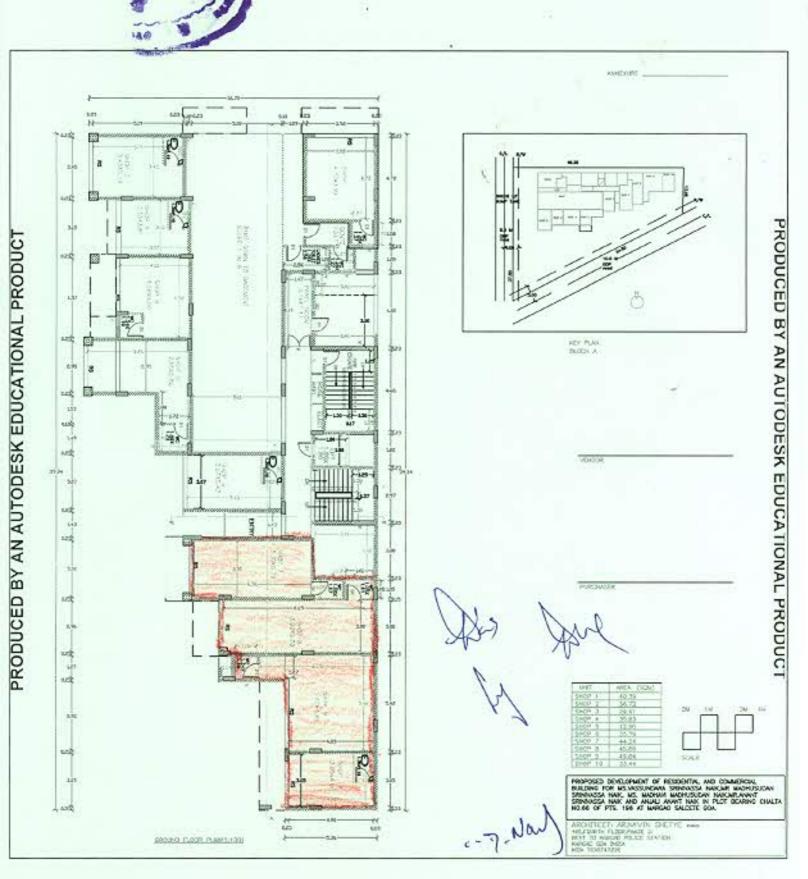
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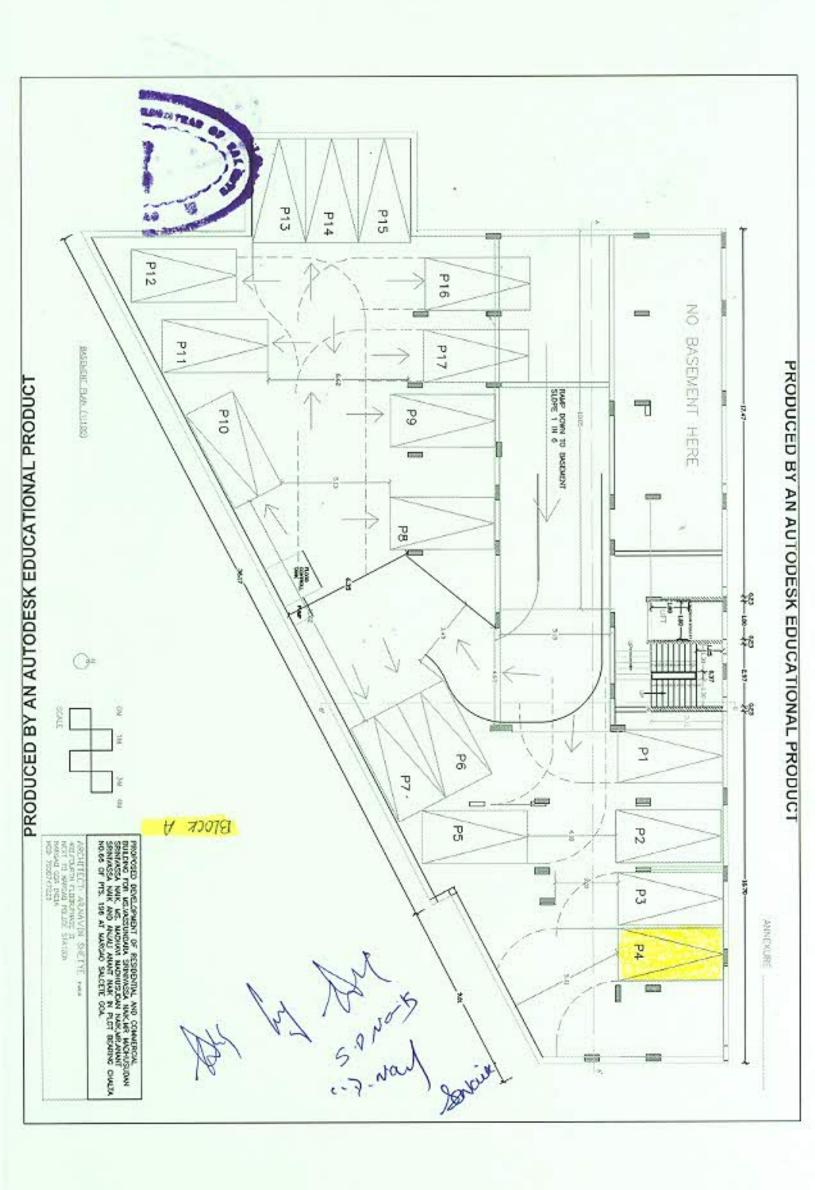
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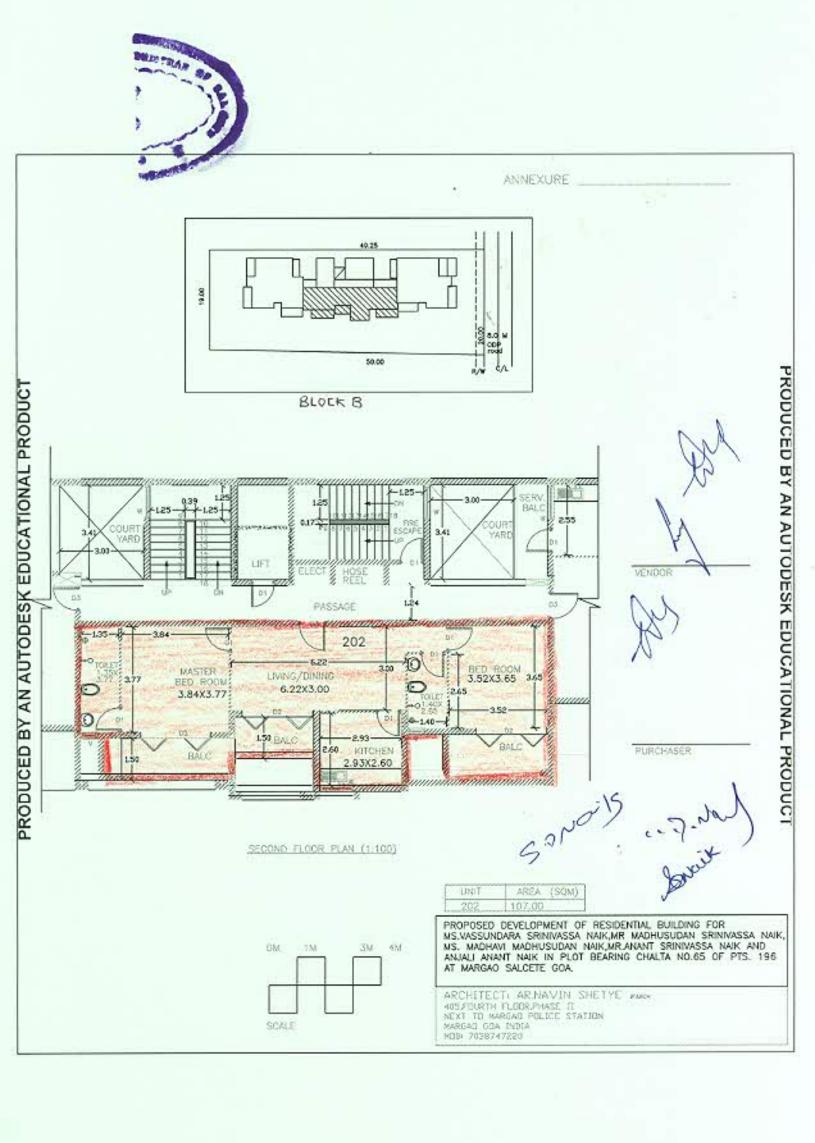
Company By: K.B.Garde

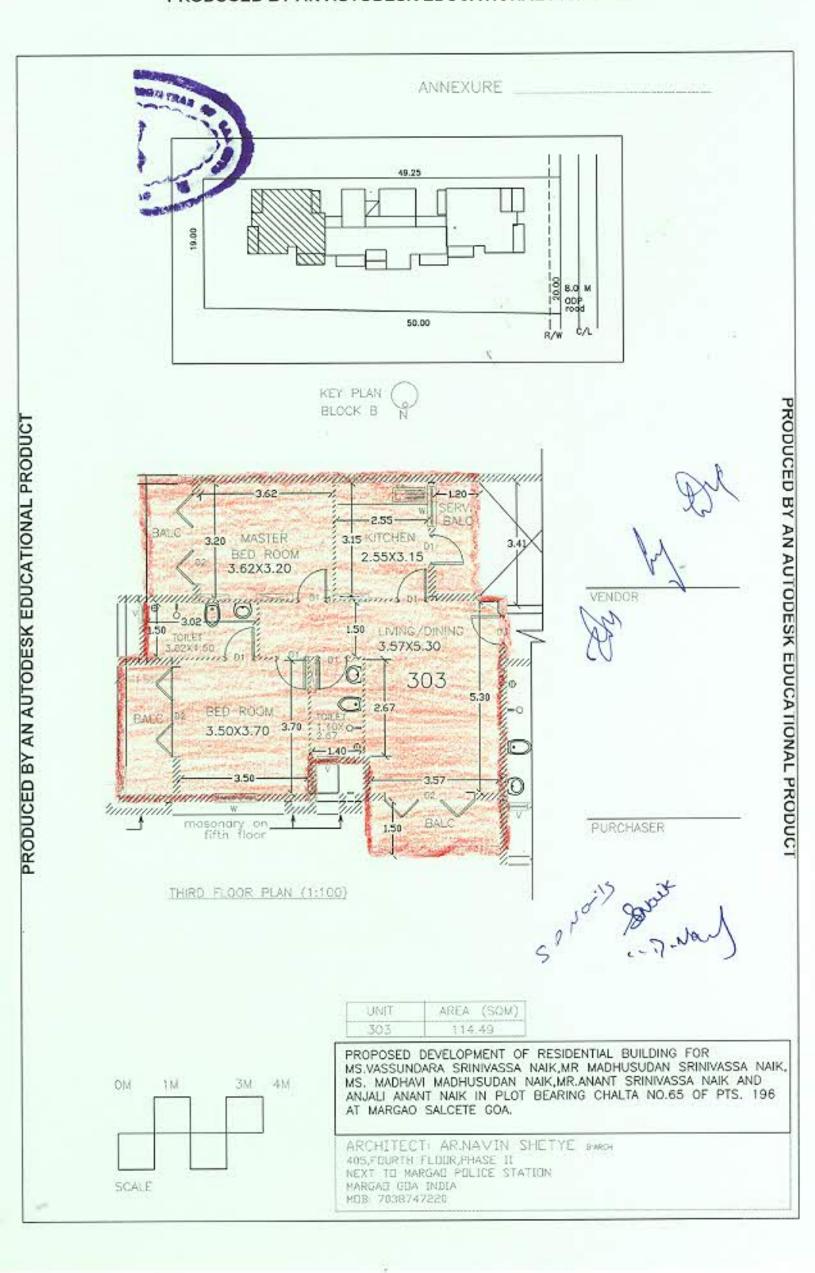


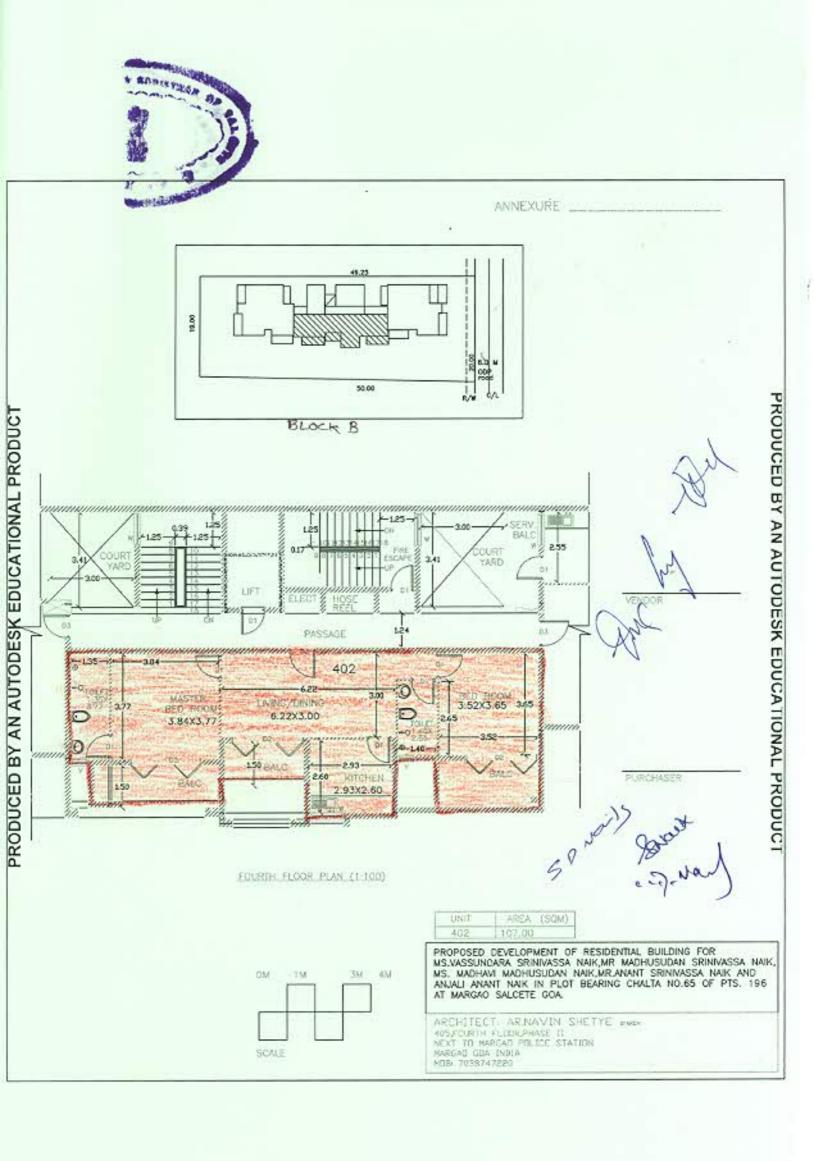
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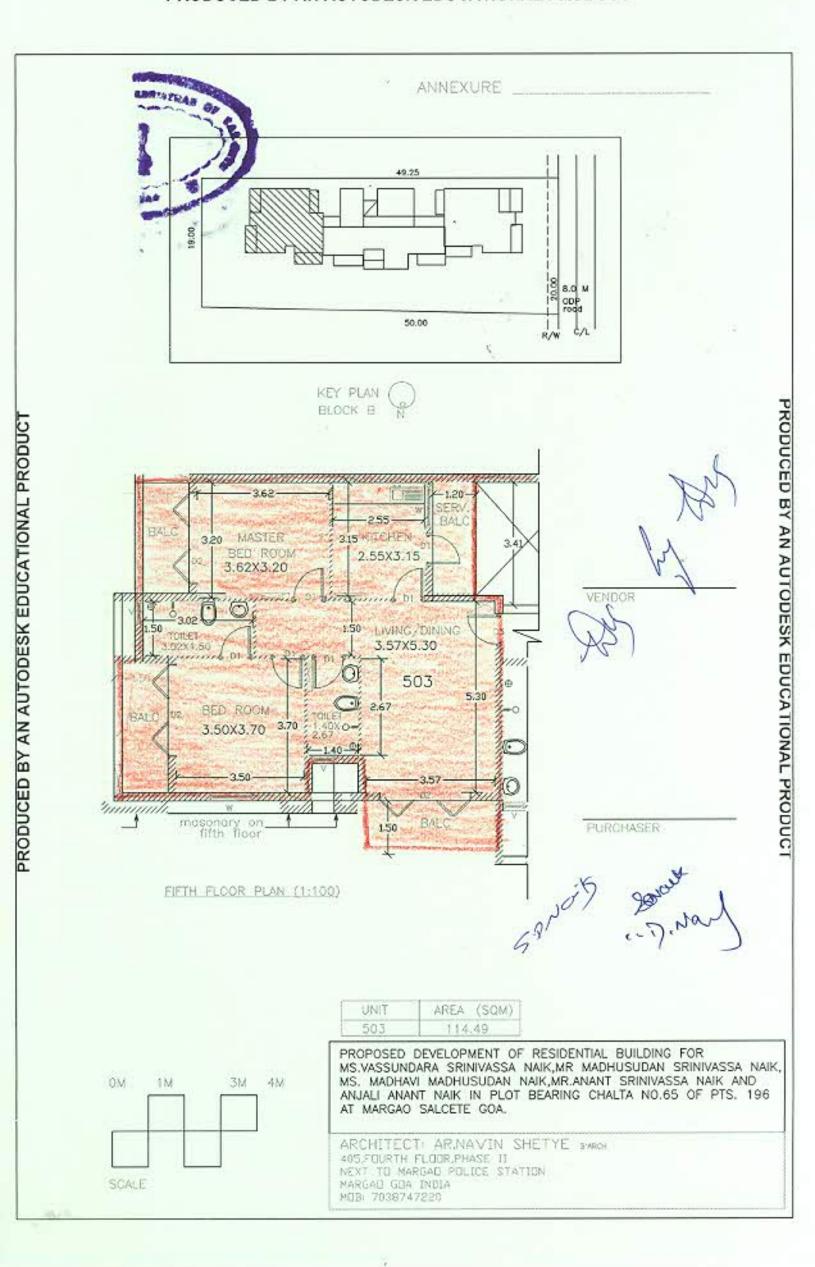


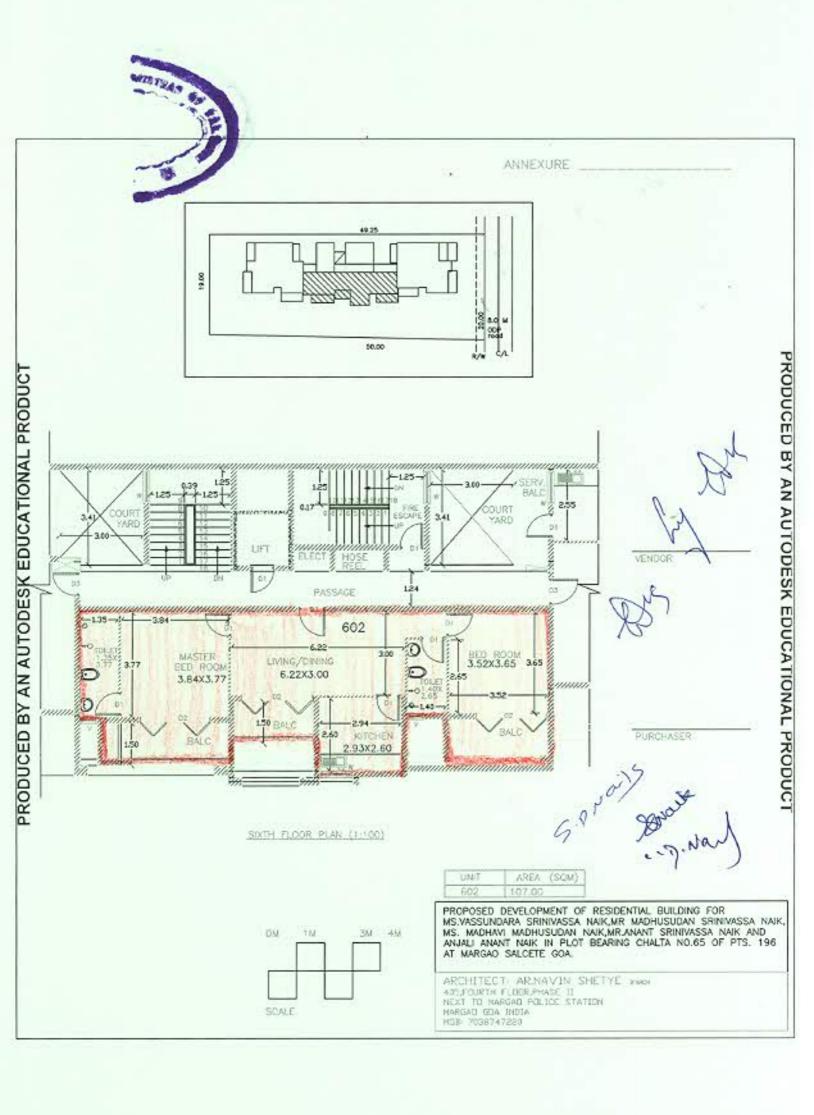


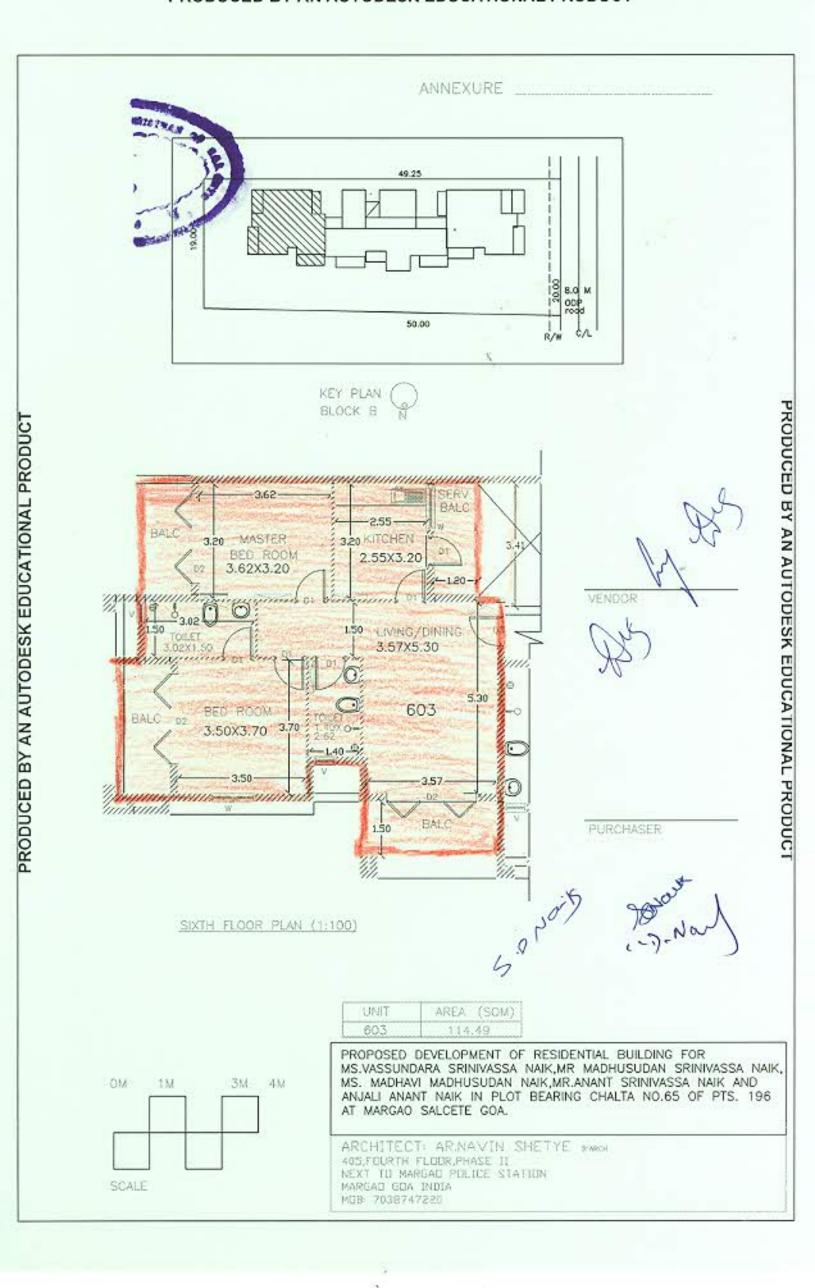


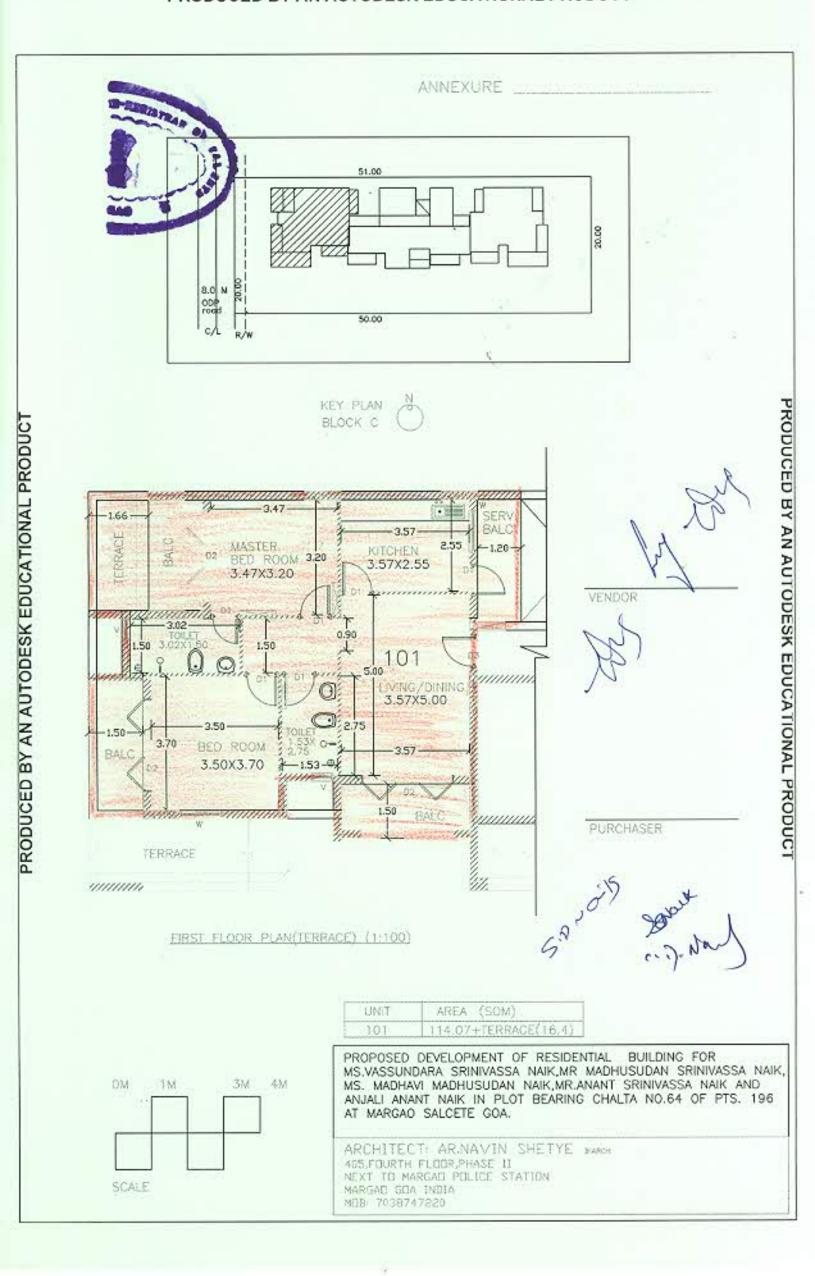


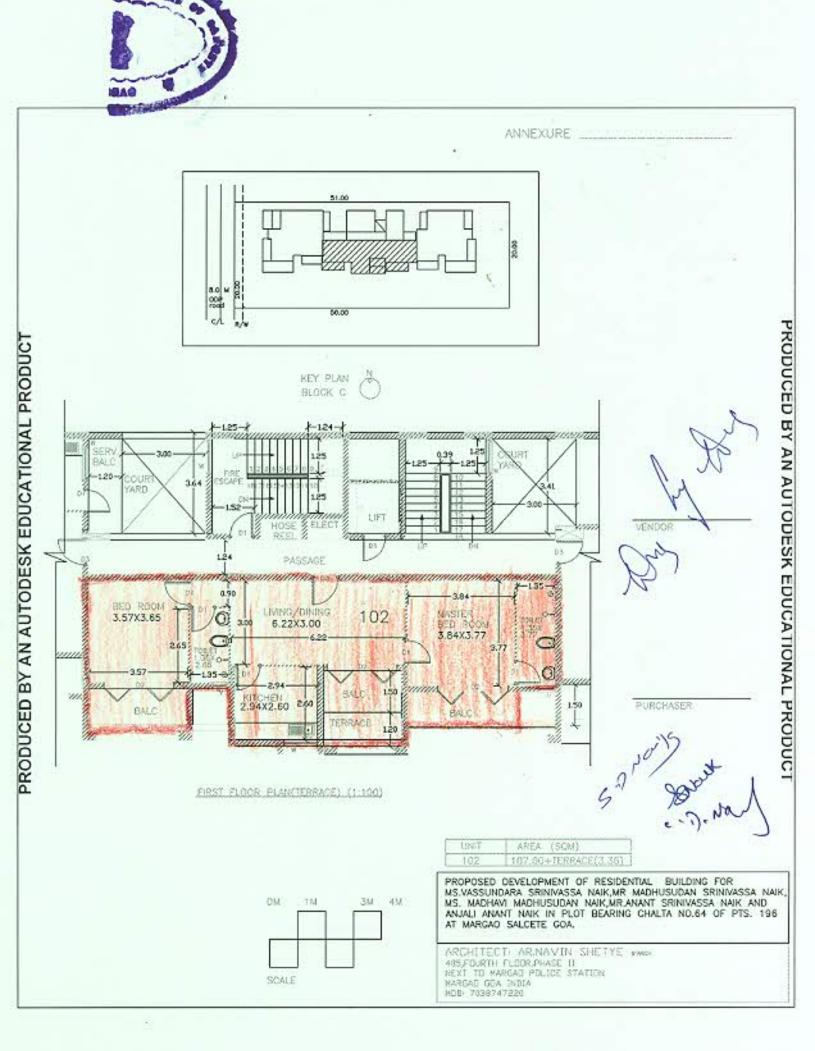


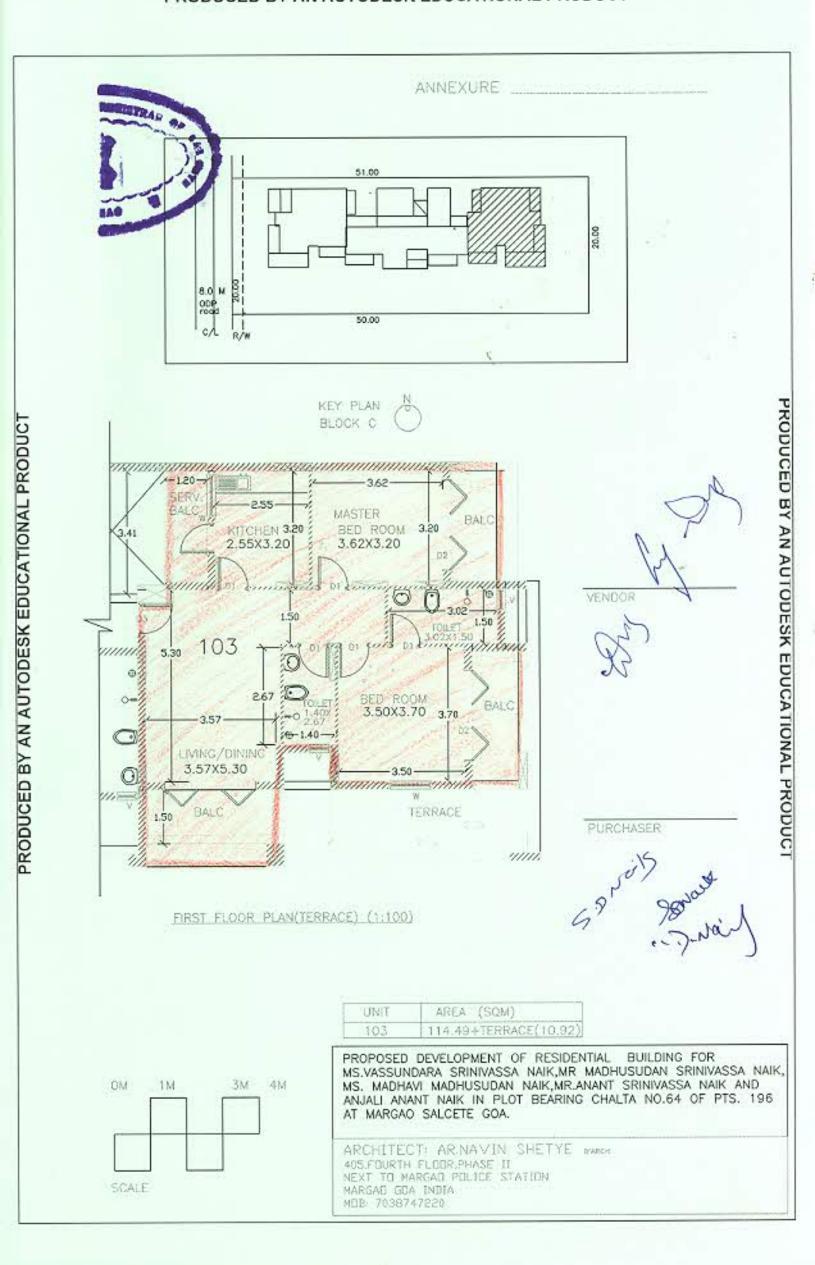


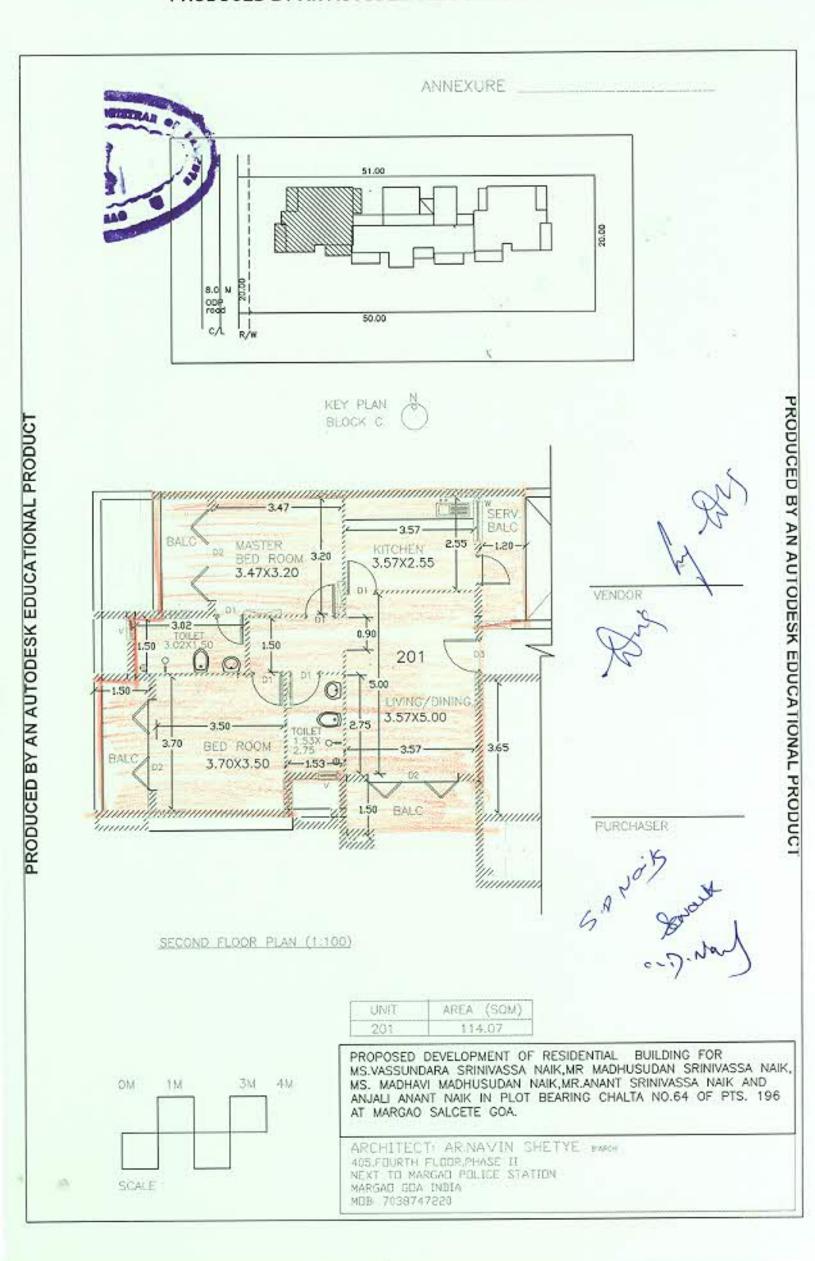




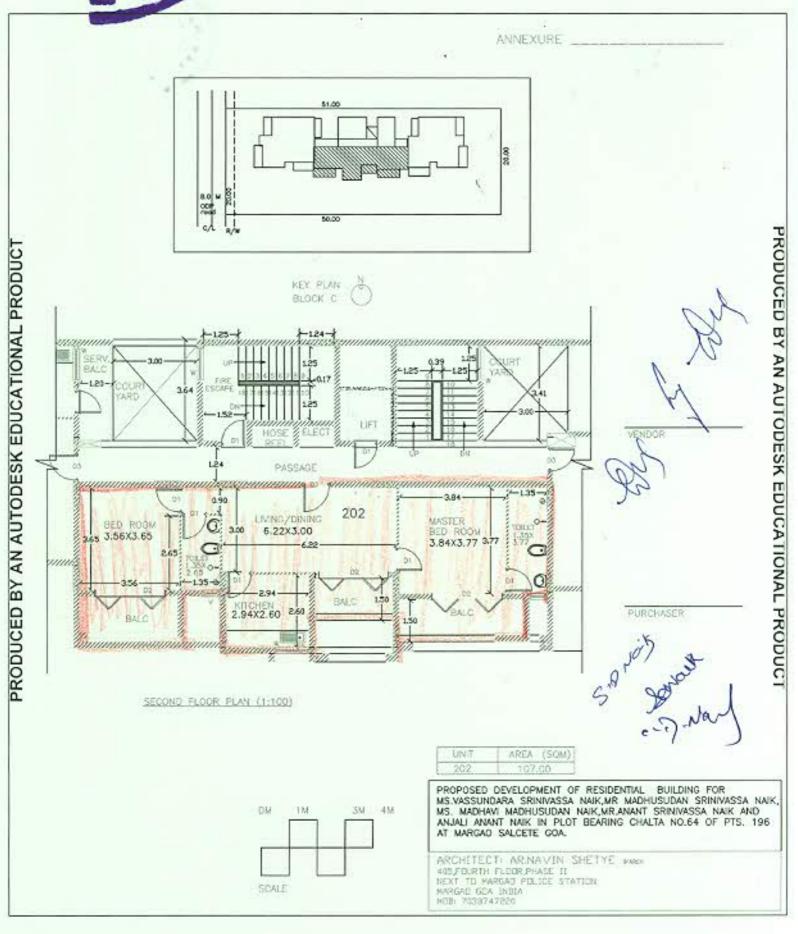


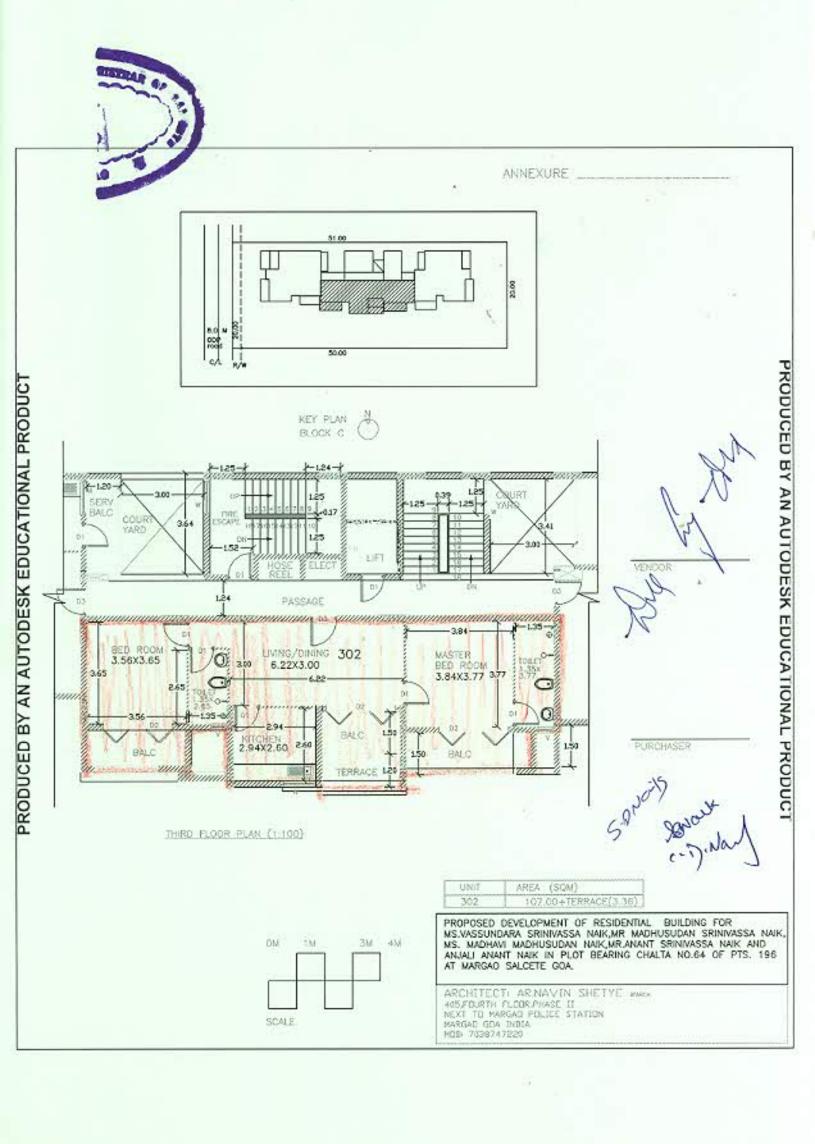


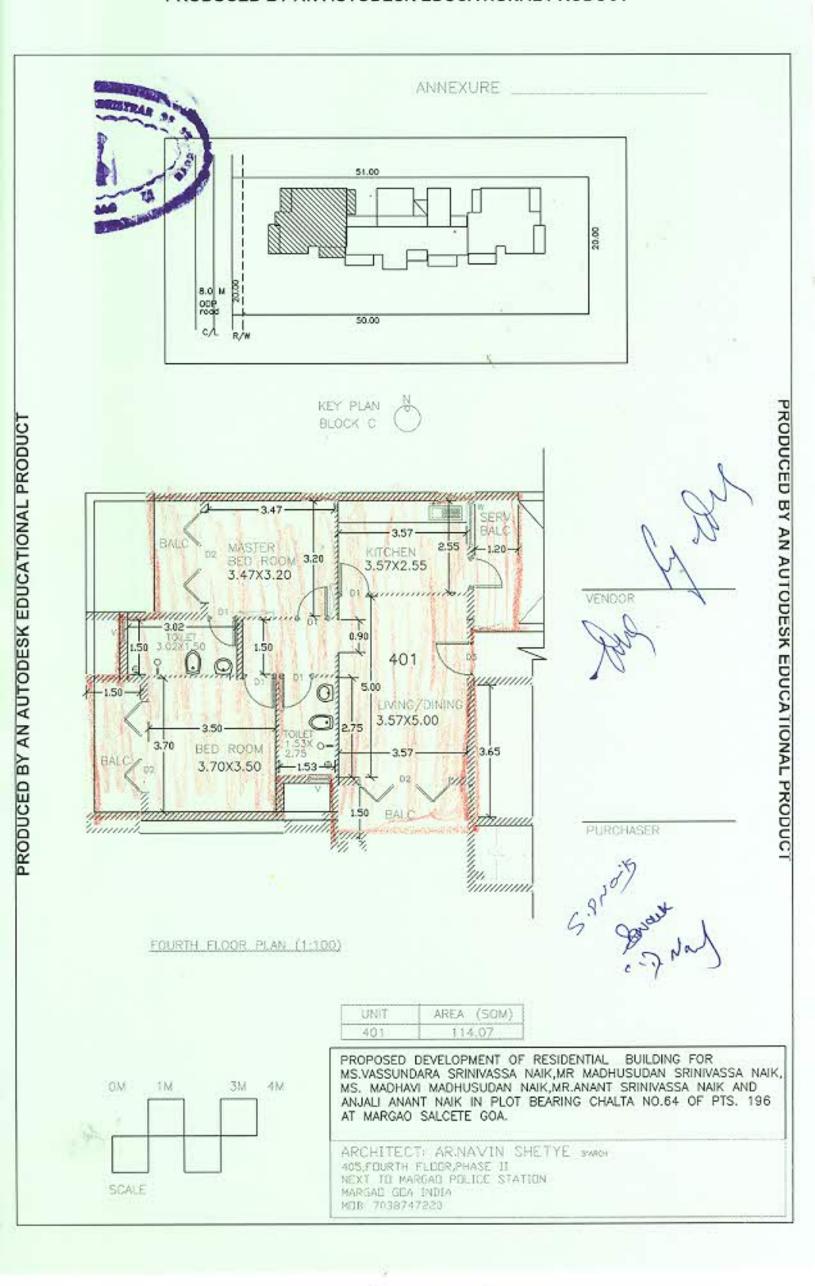


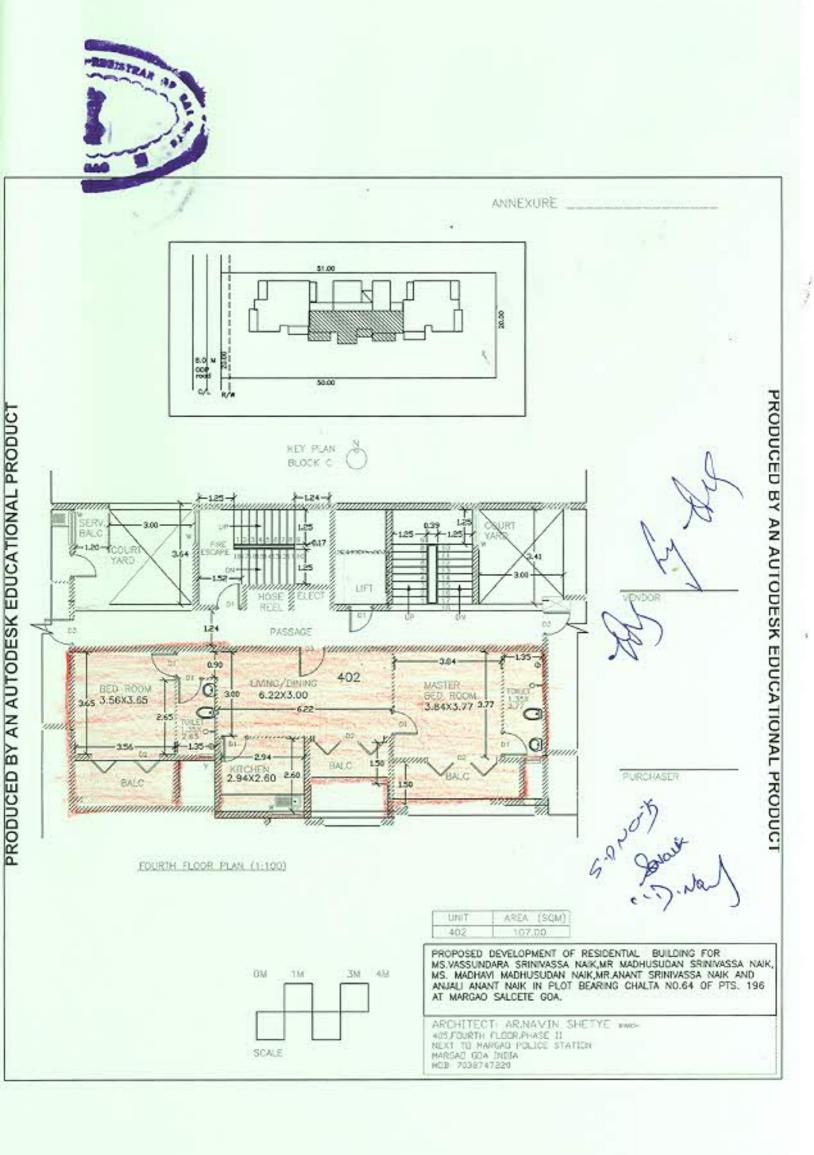


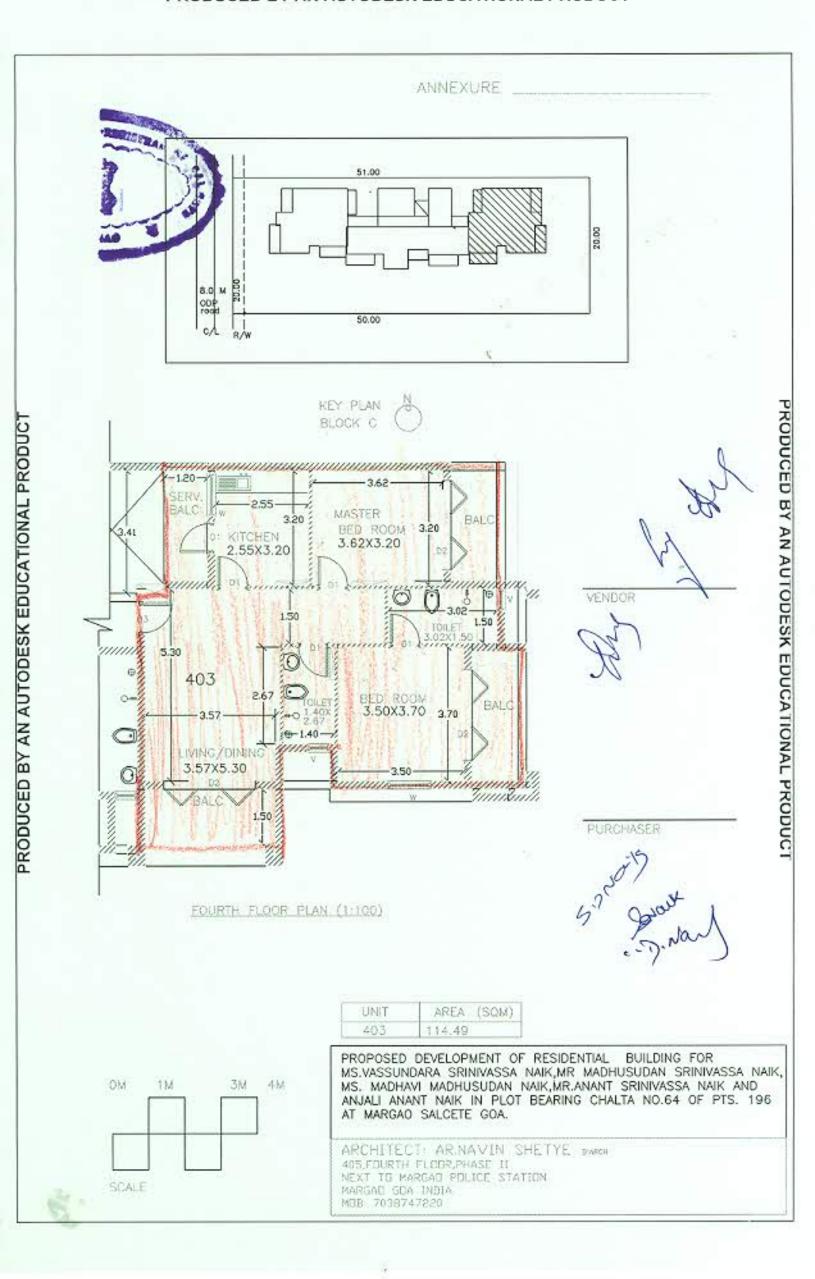


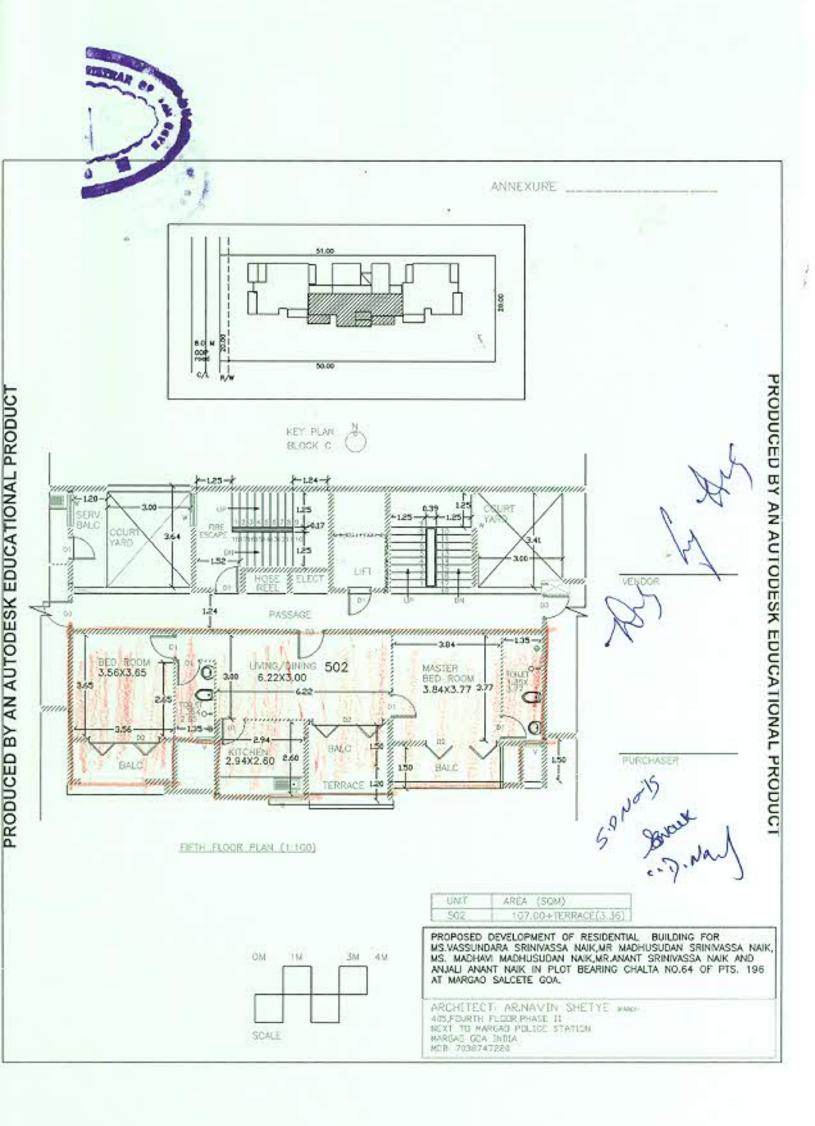


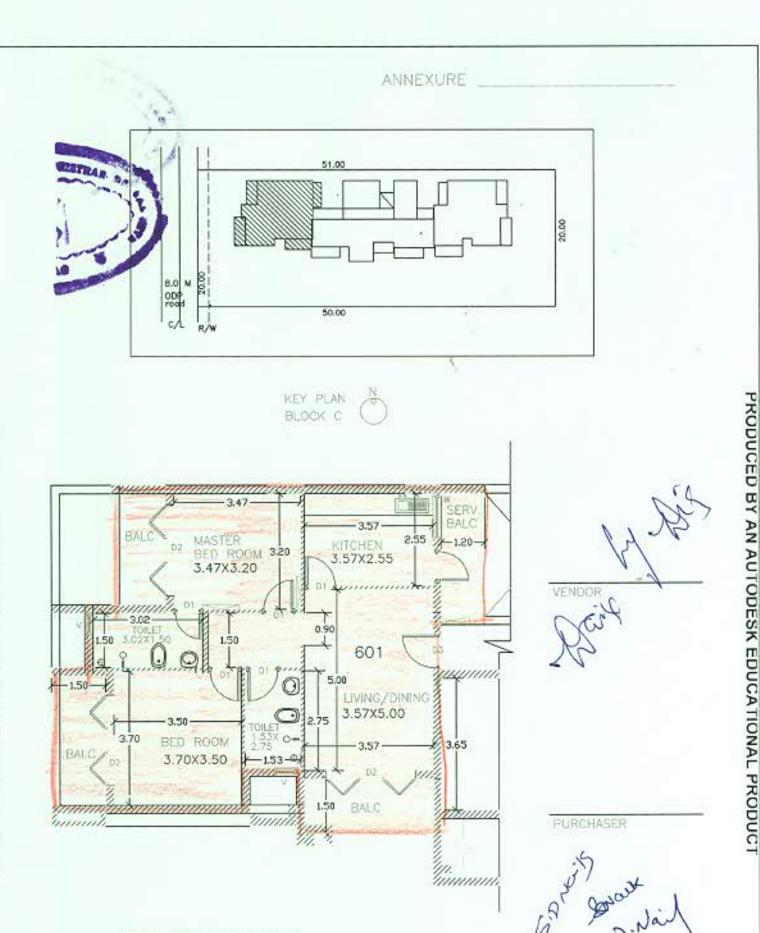






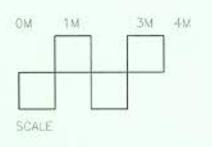






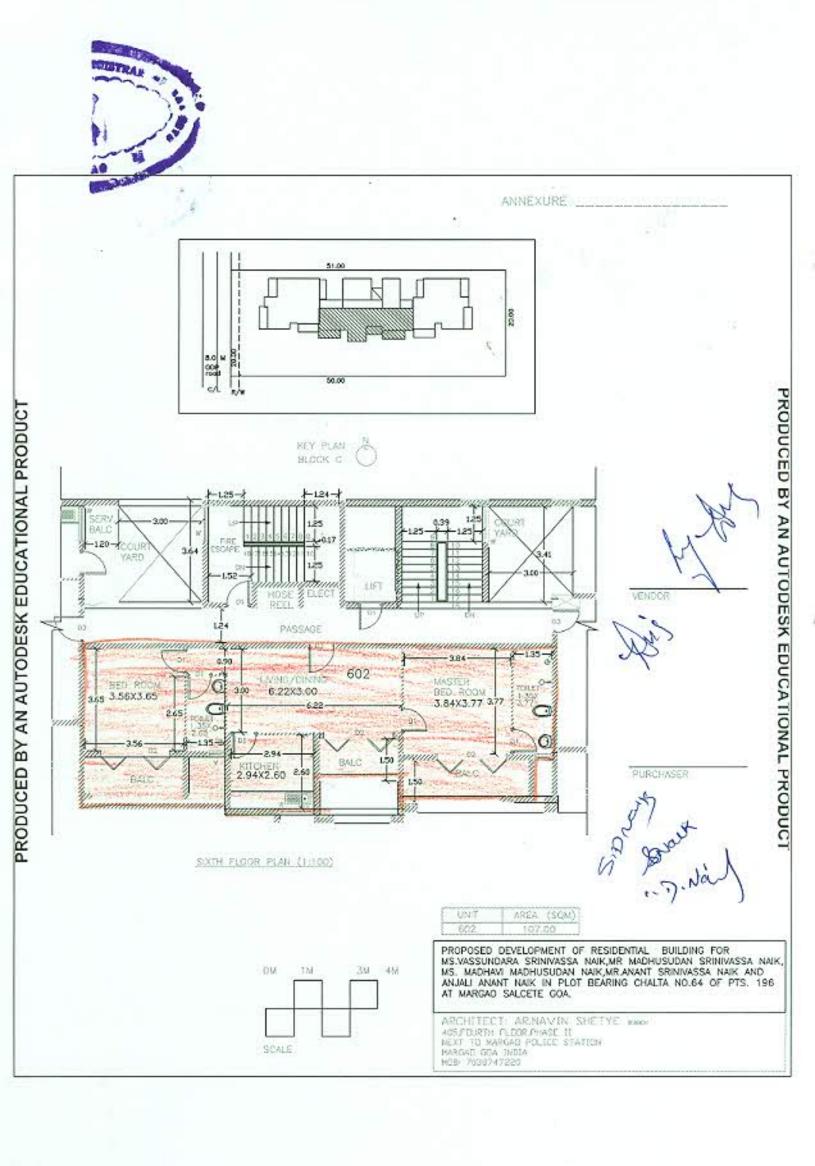
SIXTH FLOOR PLAN (1:100)

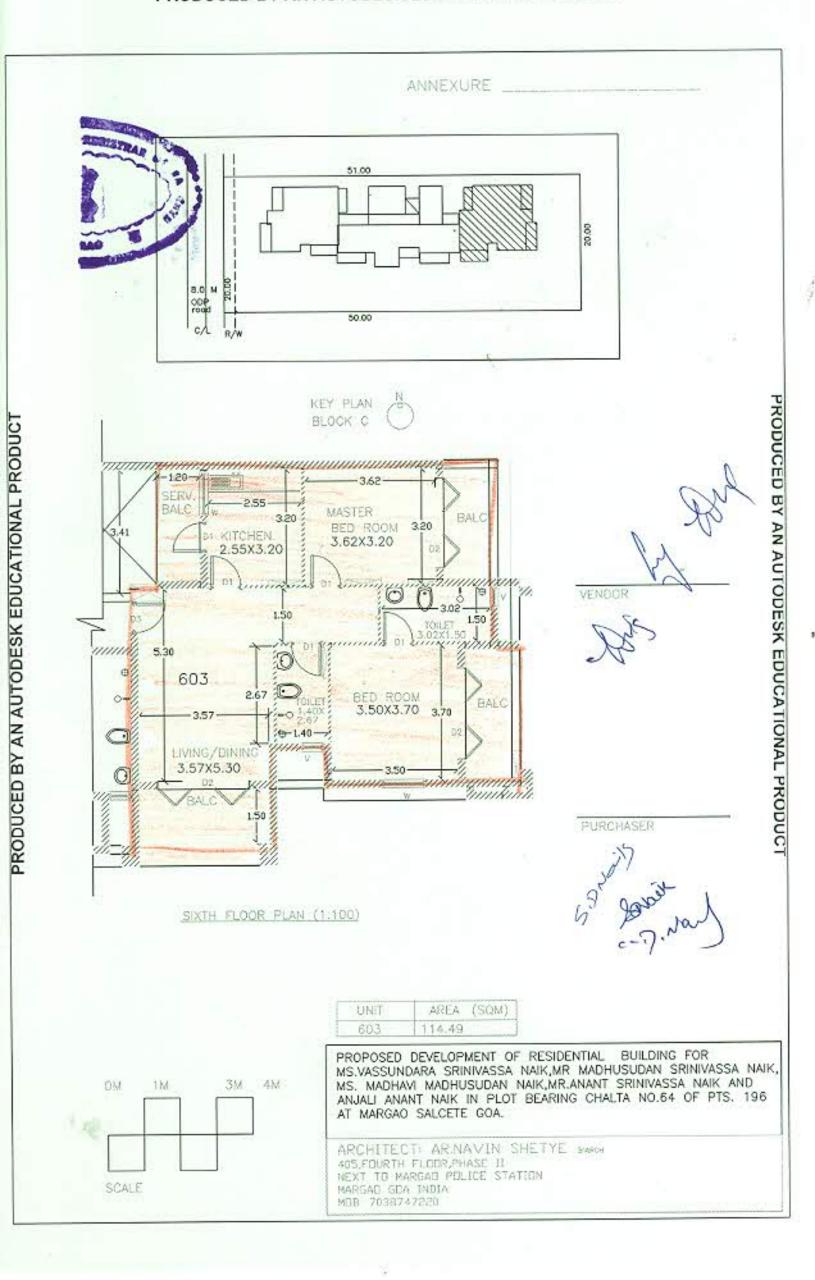
UNIT	AREA (SQM)
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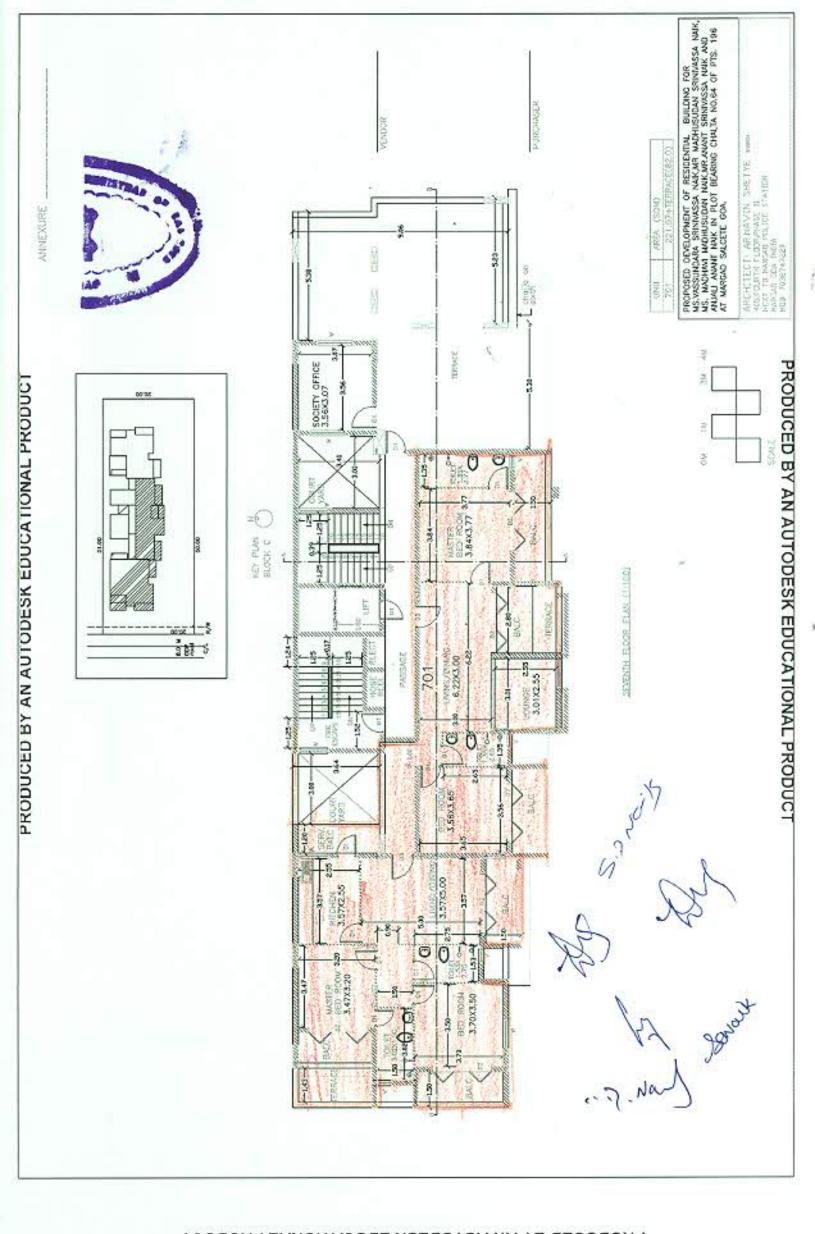
PROPOSED DEVELOPMENT OF RESIDENTIAL BUILDING FOR MS.VASSUNDARA SRINIVASSA NAIK,MR MADHUSUDAN SRINIVASSA NAIK, MS. MADHAVI MADHUSUDAN NAIK,MR.ANANT SRINIVASSA NAIK AND ANJALI ANANT NAIK IN PLOT BEARING CHALTA NO.64 OF PTS. 196 AT MARGAO SALCETE GOA.

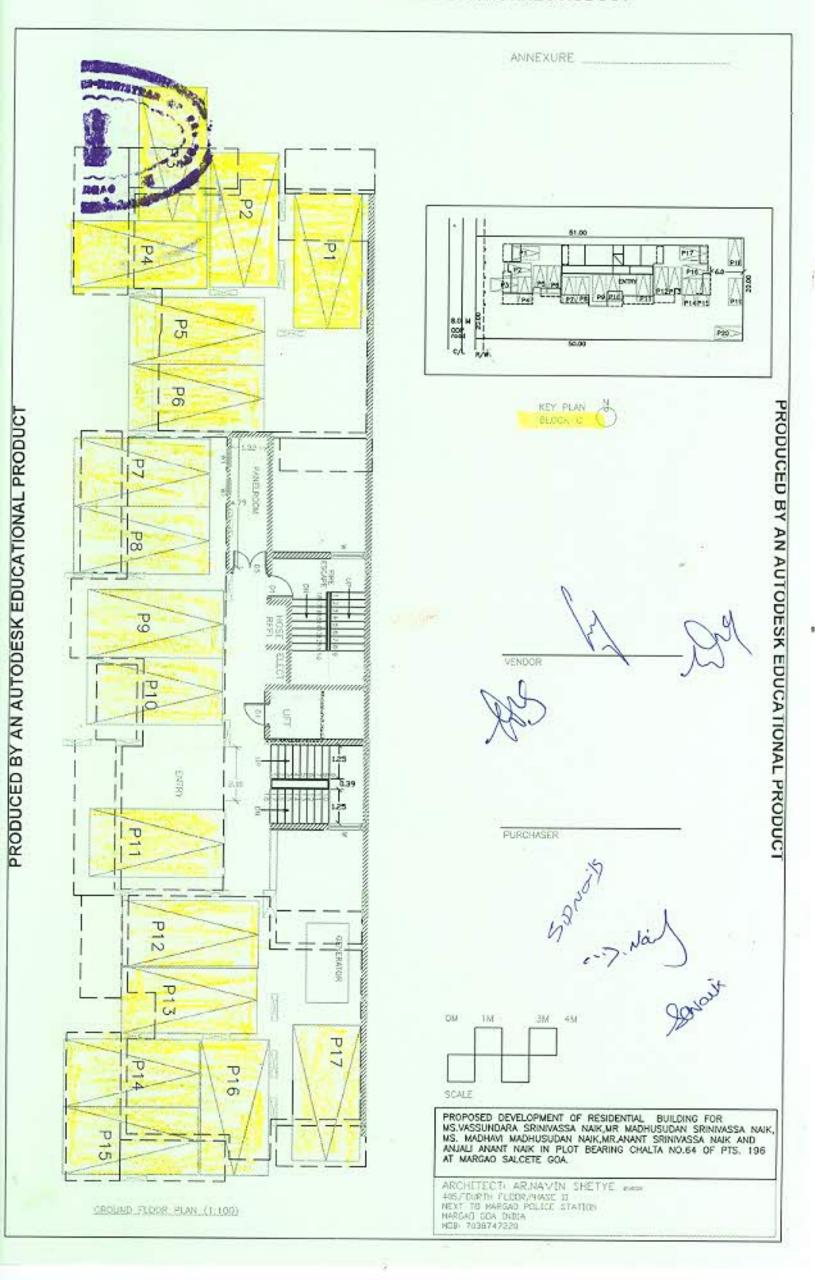
ARCHITECT: AR NAVIN SHETYE BARCH 405.FDURTH FLOOR, PHASE II NEXT TO MARGAD POLICE STATION MARGAD GDA INDIA MDB: 7038747220





# РРОВИСЕВ ВУ АИ АUTODESK EDUCATIONAL PRODUCT







## Office of Sub-Registrar Salcete/Margao

### Government of Goa

Ran Pate & Time: 08-08-2018 01:08:22 PM

Docume Serial Number: 3513

eserved At 12:17:00 PM on 08-08-2018 in the office of the Sub-Registrar( Salcete/Margao) Along with

es pero as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	2135000.00
2	Processing Fees	1290.00
	Total :	2136290.00

Stamp Duty Required:

1769000.00

Stamp Duty Paid: 1769000.00

## Datta Damodar Naik presenter

Name	Photo	Thumb Impression	Signature
Datta Damodar Naik,s/o. late Damodar Kashinath Naik , Married,Indian,age 63 Years,Business,r/oH.No.206, Opp. Shri Vithal Mandir Comba Margao Salcete Goa as the Partner of M/s. Rich Bake Bakers, having its office at C.D Fountainhead, Murida Fatorda Salcete Goa.			Dic

#### Endorsements

### Executant

 Nilesh Anant Naik , S/o. Late Anant Srinivas Naik , Married, Indian, age 48 Years, Business, r/oShrinivas H.No. 183, Antonio Colaco road, Margao, Goa for self as the Vendor No.2 and as the POA of Vendors at Sr. no.1, 3, 4, & 5 by virtue of POA dated 06/07/2018 executed before Notary Adv, Sachin S. Kolwalkar at Margao under NO.1418/2018

Photo	Thumb Impression	Signature	
NH CO		pt 1	

Datta Damodar Naik, s/o. late Damodar Kashinath Naik, Married, Indian, age 63
 Years, Business, r/oH. No. 206, Opp. Shri Vithal Mandir Comba Margao Salcete Goa as the Partner of M/s.
 Rich Bake Bakers, having its office at C.D Fountainhead, Murida Fatorda Salcete Goa.

Photo	Thumb Impression	Signature
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3 : Susmante, Datta Naik, W/o. Datta D. Naik, Married, Indian, age 58 Years, Business, r/oComba, Margao, Goa as the Partner of M/s. Rich Bake Bakers, having its office at C.D Fountainhead, Murida Fatorda Salcete Coa.

Photo	Thumb Impression	Signature
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4 . Chirag @ Damodar Datta Naik, s/o. Datta Damodar Naik, Married,Indlan,age 32 Years,Business,r/oH. No.206, Lokayat Dharmanand Kossamba Road, Opp. Vithal Mandir Comba Margao Goa, as the Partner of M/s. Rich Bake Bakers, having its office at C.D Fountainhead, Murida Fatorda Salcete Goa.

Photo	Thumb Impression	Signature
-		- Nais
	part On V	62/2 )

5 . Saloni C Naik, W/o. Damodar alias Chirag D Naik , Married, Indian, age 29 Years, Business, r/o Comba, Salcete, Goa. as the Partner of M/s. Rich Bake Bakers, having its office at C.D Fountainhead, Murida Fatorda Salcete Goa.

Photo	Thumb Impression	Signature
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A CONTRACTOR OF THE CONTRACTOR	Cos .	

6 . Datta Damodar Naik, s/o. Damodar Naik , Married, Indian, age 63 Years, Business, r/o Comba Margao Goa as the Managing Director of M/s. Commonwealth Developers Pvt. Ltd, having its office at Murida Fatorda Margao Goa

Photo	Thumb Impression	Signature
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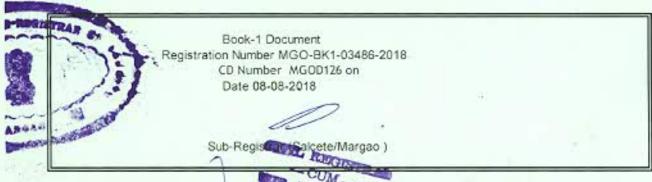
## Identification

Sr No.	Witness Details	Signature
1	Adv. Ramnath Prabhu Dessai , s/o. Narayan Prabhu Dessai ,Married,Indian,age 40 Years,Adv,r/o Margao Salcete Goa	Denes



Sub-Registrar

- CUM -TIB - REGISTRAN CALCETS



Scanned By:-

REGISTRAN

Signature:-

Designed and Developed by C-DAC, ACVS, Fune