Phone No. 8322742082)

Sold To/13586d To:
COMMONERALTH DEVELOP
For show ID Proof
LABCD 13378

For CITIZEN CREDIT CO-OP. BANK LTD.

Nextre of Purchasor.

Nextre of Purchasor.

Nextre of Purchasor.

Nextre of Purchasor.

DATTA DAMODAR NAIK.

AGREEMENT FOR REDEVELOPMENT

Almother Duna

--2/-

This agreement is entered into at Margao on 24th day of January of the year **Two Thousand and Twenty-three**.

BETWEEN

STATE BANK OF INDIA EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LTD.' a Cooperative Society registered under the Maharashtra Cooperative Societies Act 1960 as applied to the State of Goa under No HSG-(b)-28/Goa dtd and registered 24/07/1971, having PAN card No. office at Gulmohar Building , st. Joaquim road, Borda, Margao Goa and represented herein by CHAIRMAN Mr. NARAYAN HIRO PRABHUDESSAI, son of: Hiro Laxman Prabhu Dessai, Married, aged about: 78 Years, Occupation: Retired, Having PAN Aadhaar Card No. No. Nationality: INDIAN, Resident of: A6, CD Neighbourhood, Housing Board Road, Gogol, Margao, Salcete Goa 403601, authorized representative of the society vide resolution of Managing Committee dated 18/11/2022, the copy of the resolution annexed herewith, (hereinafter referred to as the 'THE FIRST PARTY' of one part)

AND

COMMONWEALTH DEVELOPERS PVT.LTD a Registered
Company with registered office at CD Fountainhead, Murida,
Fatorda Salcete Goa having PAN No. and
represented herein by its Managing Director Mr. Datta
Damodar Naik son of Mr. Damodar K. Naik, married, aged 66
years, occupation businessman, Indian national, Adhar Card
No. , resident of H. No. 206, Nr. Vithal Mandir,
Comba, Margao, Goa (hereinafter referred to as 'THE SECOND
PARTY' of the other part).

The terms "THE FIRST PARTY" and "THE SECOND PARTY" shall include their heirs, successors, legal representatives, administrators, executors and assigns.

All Rod Hay Prose

Din

All individuals intervening in this agreement are Indian Nationals.

WHEREAS:

A. The FIRST PARTY is a society classed as Housing Society sub classification (B) Tenant Co-partnership Housing Society registered on 24/07/1971 with registration code no. HSG-(b)-28-/Goa with Registrar of Cooperative Societies Goa, having its registered office at Borda, Margao Salcete Goa presently having 12 Members whose names are detailed in Schedule II hereinafter written.

B. The SECOND PARTY is a company registered under Indian Company Act 1956 represented through its Director as mentioned hereinabove. The said SECOND PARTY is carrying on its business of Real Estates in the State of Goa.

C. The FIRST PARTY has represented to the SECOND PARTY that the FIRST PARTY is the lawful & exclusive owner of land admeasuring 1180.75m2 identified as Plot No. 1 independently surveyed under chalta no. 77 P.T. Sheet No. 133 of Margao City forming the first 'Globa' of the property known as DEPOIBATTA or NATIBATT situated at Margao Sub-district of Salcete , District of Goa, not described in the Land Registration Office Which is described in detail in Schedule I hereinafter written and shall hereinafter be referred to as the SAID PROPERTY which property is shown delineated in red colour boundary line in plan annexed hereto and attached as ANNEXURE –I .

D. The FIRST PARTY purchased the said property identified as Plot No. I by deed of sale dated 27/7/1971 duly registered in the office of Sub-Registrar of Salcete at Margao under Registration no. 1063 at pages 44 to 48 Book I Vol 83 dated 7/09/1971 from Marzook Cadar Limitada represented by its Managing Director Xec Cadar Xec Usman. The aforesaid FIRST PARTY thus became the owners in possession of the SAID PROPERTY totally admeasuring 1180.75 m2.

At Phablin Desgo

Acie



- E. The FIRST PARTY then constructed one building in the said property consisting 12 residential flats by obtaining a loan from the State Bank of India somewhere in the year 1971 under equitable Mortgage by depositing title deed & papers of the said property and said building to be constructed therein with the bank.
- F. The FIRST PARTY has represented to the SECOND PARTY that all the necessary approvals were obtained from the concerned authority, however the same being old records are not traceable with any of the Government Offices.
- G. The FIRST PARTY has represented to the SECOND PARTY that the said loan obtained from the State Bank of India has been recovered by the State Bank of India in twenty years from the salary of 12 members who incidently happened to be the staff of the Bank and the title deed papers deposited with the Bank under the equitable Mortgage were released. The allotments of these flats is mentioned against the respective names of the present members as mentioned in Schedule II hereinafter written and shall hereinafter be referred to as the SAID EXISTING FLATS.
- H. The building in the SAID PROPERTY being in urgent need of major repair and maintenance, the FIRST PARTY along with majority of its members decided to redevelop the SAID PROPERTY and allot the redevelopment of the SAID PROPERTY to a builder as selected by the Managing Committee, which committee is duly authorized by the members of the FIRST PARTY present during the Annual General Body Meeting held on 15/12/2019.
- I. Pursuant to the resolution passed by the members of the First Party in the Annual General Body Meeting held on 15/12/2019 and another meeting which was held on 09/05/2021 in which the Managing committee was authorized to sign the required documents with the Builder & other Govt. Departments, it has been decided that the FIRST PARTY shall

Machine

Dale

entrust unto the SECOND PARTY, the redevelopment of the said property to construct new building in the said property.

- J. In the new outline development plan 2028 (ODP) for Margao Planning area issued by the South Goa Planning and Development Authority, Panaji Goa duly notified in the Official Gazette dated 07/03/2019 Series III No. 49 the said property is zoned under S1 Special with a floor area ratio (FAR) of 200.
- K. The FIRST PARTY has represented the aforesaid facts to the SECOND PARTY and has produced a zoning certificate dated 11/10/2021 Under no. SGPDA/ZON/-55/665/21-22 Issued by the South Goa Planning & Development Authority, Margao Goa.
- L. The SECOND PARTY has drawn the prospective draft of plan for the purpose of redevelopment of the said property as per which the new building proposed for construction in the said property consisting of Basement plus stilt floor plus eight floors consisting of 32 flats and 34 parking slots.
- M. Pursuant to the proposal from the SECOND PARTY, 2 members of the FIRST PARTY approached with the proposal to transfer their rights and interest in the flats in their existing Building along with the shares in the said society in favour of the SECOND PARTY and in consideration the SECOND PARTY to give them one flat each in the other ongoing project which is due for completion or occupancy, which the SECOND PARTY agreed.
- N. Based on the above representation made by the FIRST PARTY and as per the understanding arrived at, between the FIRST PARTY and the SECOND PARTY, it is agreed to construct one new building with basement plus stilt plus eight floors in the said building, having a total number of 32 Flats (2 BHK) with four flats on each floor and 34 parking slots in place of one existing building, which have become very old, with in the permissible limit of 200 FAR.

Stilnstideno

Dan



- O. It is also agreed that out of the 32 Flats to be constructed in the proposed new building project in the said property, the following flats shall be meant for allotment by the FIRST PARTY to its existing members.
- (a) 10 (2BHK) residential flats along with 10 parking slots in the proposed new building project to be constructed on the said property i.e. one flat and one parking slot meant for each of the 10 members as listed in Schedule III. The carpet area with balconies of each of the 2 BHK flat shall be 86.00 m2 with a corresponding super built up area shall be 105.45 m2.
- (b) And for the 2 remaining members of which one member listed at sr. no. 9 in the list mentioned in Schedule II was allotted with 1 (2BHK) residential flats along with 1 parking slots in the other ongoing project named CD CRESCENT MOON of the SECOND PARTY, constructed on the Plot no. 17 admeasuring 1002 m2 of the property known as TOLCAICATEM situated at Aquem alto, within the area of Margao Municipal Council , Taluka and sub-district of Salcete , District of South Goa , State of Goa , described in the land registration office of Salcete under no. 40,077 at page 177 reverse of Book B 103 of New Series , enrolled in the land revenue office under matriz no. 1152 and the said plot surveyed under chalta no. 59 of P.T. Sheet no. 196, the same is agreed to be transferred separately by Deed of Sale in favour of the said Member at Sr. No. 9 mentioned in the list in Schedule II and deed of transfer of existing flat will be executed by said member at sr. no. 9 in favour of the SECOND PARTY. And the other member listed at Sr. No. 10 in the list mentioned in Schedule II has although approached the SECOND PARTY initially with request to allot the apartment in the alternate project of the SECOND PARTY has due to her old age & personal problems subsequently by Assignment and transfer of Shares dated 8/7/2022 transferred her rights to the existing flat along with rights to the Corresponding Shares in the Society in favour of the SECOND PARTY.

Att Post Done

Die

The said 10 (2BHK) flats along with 10 car parking slots as mentioned hereinabove, shall together be hereinafter referred to as the **FIRST PARTY'S NEW PREMISES** and which flats are described in detail in Schedule III hereafter written.

- P. It has further been agreed between the FIRST PARTY and the SECOND PARTY that the SECOND PARTY shall demolish the present existing old building and carry out the redevelopment of the said property and construct the proposed new building project on the SAID PROPERTY as per the plans to be approved by the competent authorities.
- Q. Since as against the 12 flats in the existing buildings there will be 32 new flats, out of which the 10 new flats along with 10 parking slots shall be allotted to the said 10 existing members of the FIRST PARTY while the balance premises, viz. 22 (2BHK) flats in the new proposed buildings with the balance parking slots would be retained by / stand allotted to the SECOND PARTY, towards consideration payable to the SECOND PARTY by the FIRST PARTY for and on account of the redevelopment of the said property, to be undertaken as stated above.
- R. In consideration of the above , the FIRST PARTY shall confer unto the SECOND PARTY the exclusive right / contract of the redevelopment of the said property and allot to the SECOND PARTY , balance premises as agreed hereinabove in the proposed new building project :

The balance 22 residential flats from and out of 32 flats in the said new building to be constructed in the said property and the balance parking slots after excluding 10 parking slots allotted to the FIRST PARTY shall be allotted to / retained by the SECOND PARTY.

The said 22 flats along with the balance car parking slots in the new proposed building shall together be hereinafter referred to

Andhadersi:

Daire-

as the **SECOND PARTY'S PREMISES** and are described in detail in Schedule IV hereafter written.

- The SECOND PARTY will register the said redevelopment project under RERA.
- The parties hereto have now decided to reduce the terms of their agreement in writing.

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:

- 1. The present agreement is arrived at and the consideration agreed to be given by the FIRST PARTY to the SECOND PARTY as mentioned in this agreement, is determined upon the fact that the FAR is 200 as per the existing zoning of the said property i.e. S1 Special zone in the existing outline development plan ODP duly notified vide order no. 36/1/TCP/357/2019/751 dated 7/03/2019 by the South Goa Planning & Development Authority Margao Goa in the Official Gazette dated 7/03/2019 Series III no. 49 and the zoning certificate produced by the FIRST PARTY in support of the same.
- 2. The FIRST PARTY hereby confirms that pursuant to decision taken by the members of the FIRST PARTY, duly discussed and approved in the Annual General Body Meeting held on 15/09/2016, the FIRST PARTY have decided to redevelop the said property by way of constructing the proposed one new building with basement plus stilt plus eight floors in the said property and it has been decided / resolved by the FIRST PARTY that the SECOND PARTY be entrusted with the redevelopment of the said property for the consideration and upon the terms and conditions hereinafter appearing.
- CONSIDERATION: The FIRST PARTY and SECOND PARTY do hereby agree , acknowledge and confirm that in consideration for redevelopment (including demolition of the

Marabhadanse

DZIK

existing building) of the said property by the SECOND PARTY for the FIRST PARTY shall be in the manner given below:

- 3.1. The FIRST PARTY shall allot to the SECOND PARTY all those premises i.e. SECOND PARTY'S PREMISES i.e. 22 (2BHK) Flats in the proposed new building alongwith the 24 car parking slots as described in detail in Schedule IV hereinafter written and;
- 3.2. The FIRST PARTY does hereby confer unto the SECOND PARTY the exclusive right of redevelopment of the said property described in detail in Schedule I hereinafter written. The SECOND PARTY does hereby agree to carry out the redevelopment of the said property and construct the proposed new building project on the said property for residential purpose, as detailed hereinafter subject to the terms and conditions stipulated hereinafter.
- TERMS OF UNDERSTANDING: The FIRST PARTY and the SECOND PARTY do hereby agree and confirms as under:
- 4.1 That out of the 32 flats to be constructed in the proposed new building project in the said property, the 10 flats together with 10 car parking slots, i.e. FIRST PARTY'S NEW PREMISES which flats are described in Schedule III hereinafter written shall be meant for allotment by the FIRST PARTY to its existing 10 members as detailed therein.
- 4.1A That one member listed at sr. no. 9 in the list mentioned in Schedule II has accepted 1 (2BHK) residential flats along with 1 parking slots in the alternate project named CD CRESCENT MOON of the SECOND PARTY, constructed on the Plot no. 17 admeasuring 1002 m2 of the property known as TOLCAICATEM situated at Aquem alto, within the area of Margao Municipal Council, Taluka and sub-district of Salcete, District of South Goa, State of Goa, described in the land registration office of Salcete under no. 40,077 at page 177 reverse of Book B 103 of New Series, enrolled in the land revenue office under matriz no. 1152 and the said plot surveyed under chalta no. 59 of P.T. Sheet no. 196, in

Madadaya

Daix

condition to transfer her rights in the her existing flat along with corresponding rights in the shares of the said Society .

4.1B It is further agreed that the said new flat in the alternate project CD CRESCENT MOON allotted shall be transferred by SECOND PARTY in favour of the said Member at Sr. no. 9 by separate Deed of Sale and the existing flat along with corresponding shares in the said Society shall be transferred by said member at sr. no. 9 in the list mentioned in the Schedule II in favour of the SECOND PARTY by separate Assignment and transfer of Shares

4.1C The other member listed at Sr. No. 10 in the list mentioned in Schedule II has although approached the SECOND PARTY initially with request to allot the apartment in the alternate project of the SECOND PARTY, due to her old age & personal problems by Assignment and transfer of Shares dated 8/7/2022 transferred her rights to the existing flat along with rights to the Corresponding Shares in the Society in favour of the SECOND PARTY on the terms agreed therein.

4.2 That the SECOND PARTY is entitle to the remaining 22 flats, i.e SECOND PARTY'S PREMISES alongwith balance car parking slots after respective allotments to the FIRST PARTY which flats are described in detail in Schedule IV hereinafter written in consideration for redevelopment of the said property for residential purpose. In lieu of this allotment the SECOND PARTY is entitled to nominate /assign any of the SECOND PARTY'S PREMISES to the third party for such consideration and on such terms as the SECOND PARTY may solely decide. In the event of such assignment, the FIRST PARTY agrees to enroll such nominee/s, assignee/s and or any third party/ies as the member of the FIRST PARTY.

4.3 That in the event of any changes in any areas of the SECOND PARTY'S PREMISES as mentioned in Schedule IV arising out of any errors in area calculations, the FIRST PARTY shall give its express consent to the SECOND PARTY to incorporate the said corrected areas in this agreement as provided by the SECOND PARTY.

AlhallaDown

Jan.

4.4 That the FIRST PARTY agrees to allot/transfer requisite share to such nominee/s, assignee/s and / or any other third party/ies after complying the due formalities as per society's byelaws and issue the necessary share certificate in respect thereof, it being agreed that fees of Rs. 5,000/- shall be charges on such assignment & paid to FIRST PARTY. However in case of subsequent second transfer society bye-laws of the FIRST PARTY shall be applicable.

4.5 That the SECOND PARTY shall specifically be entitled to enter into requisite agreement for sale /transfer/assignment with such person/s or any other third party/parties for sale/transfer/assignment of the SECOND PARTY'S PREMISES with the FIRST PARTY as confirming party or such other party as may be required under the law. It being agreed that in such agreements, the following conditions shall be stipulated:

i. That the respective purchaser /assignee shall join the FIRST PARTY as its member and shall abide by the rules and regulations of the FIRST PARTY.

ii. That the premises shall be used only for residential purpose.

4.6 That the SECOND PARTY and/ or any of the third parties, entering into agreements with the SECOND PARTY, with respect to any of the SECOND PARTY'S PREMISES, in the proposed new building project to be constructed on the said property, shall be entitled to raise loans from any bank /s or financial institution/s against mortgage of their respective flats and it shall be the duty of the SECOND PARTY to intimate the same to the FIRST PARTY. The FIRST PARTY does further agree that in case if any such financial institutions/bank requires any no objection certificate or any other documents from the FIRST PARTY , the FIRST PARTY shall upon the request of the SECOND PARTY , provide such NOC/s , and or other documents to the SECOND PARTY with the consent of the Managing Committee within a period of 15 days upon request from the SECOND PARTY to facilitate its Nominee/s, assignee/s or third parties in availing the loan from the financial institutions and or Banks , subject to the condition that the FIRST PARTY shall not be liable for the payment of the loan amount so availed by the said SECOND

All She Done

92:1-

PARTY and / or its assignees or its nominees or any other third party /ies , entering into agreements with the SECOND PARTY as above , together with its interest , to any financial institutions/ Banks etc., and the said liability for payment shall be entirely of the SECOND PARTY or its assignee/s or its nominees/s or third parties as applicable.

4.7 That in the event, any of the SECOND PARTY's PREMISES remain unsold/unassigned as on the date of the completion of the proposed new building project, the SECOND PARTY shall retain such unsold /unassigned flat as owners thereof and shall be free to sell /assign their rights in the said SECOND PARTY'S PREMISES at any time in future to such person/s and /or third party /ies for such consideration as the SECONDPARTY may decide. The FIRST PARTY agrees with the SECOND PARTY to allot/transfer requisite share to such nominee/s, assignee/s and or any other third party/ies , in respect of such SECOND PARTY's PREMISES (unsold/unassigned flats of the SECOND PARTY at the time of completion of the project), as and when the SECOND PARTY sells/allots the said premises such nominee/s assignee/s and/or any other third party/ies as per the society bye laws, until such time the said premises (unsold/unassigned flats of the SECOND PARTY at the time of completion of the project) shall remain in the exclusive possession and ownership of SECOND PARTY and the FIRST PARTY shall have no rights, title or interest , whatsoever in the said unsold/unassigned premises of the SECOND PARTY . it is further agreed that clause 4.4 above shall apply for sale / transfer/ assignment of such SECOND PARTY PREMISES. No maintenance charges will be charged by the society for the said unsold SECOND PARTY PREMISES from the SECOND PARTY or their Nominee/assigneefortwelve months from the date of occupancy certificate of the entire project , beyond the said twelve months , in the event of any such SECOND PARTY'S PREMISES , remaining unsold, the maintenance charges as applicable to other premises in the society will be payable by the SECOND PARTY or their nominee/assignee to the FIRST PARTY in respect of unsold SECOND PARTY'S PREMISES.

ARathenDonni

Dail

4.8 The FIRST PARTY does hereby agree that all the common amenities, benefits, rights, enjoyed by /entitled to be enjoyed, by all the existing 10 members of the FIRST PARTY, in respect of their respective flats, shall also be enjoyed by / entitled to be enjoyed by the SECOND PARTY or its representative /s nominee/s assignee/s in respect of the SECOND PARTY'S PREMISES, in the same manners as being enjoyed /entitled to be enjoyed, by its existing 10 members, upon the said SECOND PARTY or its representative/s nominee/s assignee/s becoming member of the FIRST PARTY.

4.9 That the SECOND PARTY shall construct the proposed new building on the said property as per the plan approved by the competent authority and duly verified by the FIRST PARTY.

i. as per the provisional plan drawn , one building is proposed to be constructed in the said property . The said new building is shown in the plan annexed hereto as ANNEXURE II.

ii. The building/s so constructed shall comprise basement plus stilt plus eightfloors with car parking in the basement and stilt area and residential flats from first floor upwards.

iii. It is agreed by and between the parties hereto that the plans referred to hereinabove may be subject to revision from time to time as may be required, with the consent of the FIRST PARTY, it being agreed that there should not be any major changes in the location and the area of the FIRST PARTY'S PREMISES.

4.10 The SECOND PARTY does hereby, further agree with the FIRST PARTY, that they shall not transfer the developmental rights assigned to them to any other third party.

4.11 The FIRST PARTY does hereby agrees with the SECOND PARTY that if there remains any undisclosed or undischarged liability in respect of the said property or any of the FIRST PARTY'S EXISTING PREMISES, they shall clear the same and keep the SECOND PARTY indemnified against any such claim /s demand/s so raised.

4.12 The FIRST PARTY further agrees to indemnify the SECOND PARTY and keep the SECOND PARTY harmless from the disputes, if any raised or objection made to this agreement by any of the 12 members , the FIRST PARTY does hereby

ABrillian

JZ:K



undertake that they shall at their own expenses settle/ clear the same and execute or cause to be executed such further acts, deeds and things as to more fully and effectively convey the rights, interest and title to the SECOND PARTY'S PREMISES by virtue of this agreement.

4.13 The FIRST PARTY does hereby agree with the SECOND PARTY that the allotment of the FIRST PARTY'S PREMISES amongst the 12 members of the FIRST PARTY is done as per the committee appointed by the FIRST PARTY and the SECOND PARTY is not involved in the allotment and shall not be responsible in any way for such allotment. Upon execution of this agreement no further changes in the allotment shall be permissible in the flats as allotted to the FIRST PARTY or its members thereof.

5. The FIRST PARTY does hereby agree declare and confirm with the SECOND PARTY as under:

5.1 since at present there are total of 12 residential flats in the building existing in the said property, the number of members of the FIRST PARTY is presently 12 however upon redevelopment, number of flats will increase to 32 flats accordingly there is a need to increase the total membership. The FIRST PARTY hereby agrees to initiate and complete the requisite formalities with regards to increased members.

5.2 it shall be responsibility of the FIRST PARTY to hand over the vacant possession of the SAID PROPERTY to the SECOND PARTY in order to enable the SECOND PARTY to demolish the existing building and to construct the proposed new building thereon. The handing over of the vacant possession of the existing building as well as the said property as stated above shall be done by the FIRST PARTY with in a period of 60 days from the date of SECOND PARTY obtaining the requisite permissions from the competent authorities. It is further agreed that all the demolished material and debris in the said property shall belong to the SECOND PARTY and the FIRST PARTY shall have no claim of whatsoever nature in respect of the same.

Madrie Br. 300

DE'K



For the purpose of enabling the SECOND PARTY to apply for and to obtain the requisite licenses, approvals, permissions NOCs etc., as well as for the purpose of entering into agreements for sale premises constructed therein and allotted to the SECOND PARTY in terms of this agreement, the FIRST PARTY does hereby agree to execute jointly or severally in favour of Directors of the SECOND PARTY a power of attorney, empowering them to do all acts, deeds and things relating to the above items and to undertake redevelopment and giving such incidental powers thereto, as may be required. This power of attorney as well as the interest created in favour of the SECOND PARTY is irrevocable and not-terminable and appended to this indenture and shall form a part of this agreement.

The FIRST PARTY does hereby declare and confirms as under:

i. The FIRST PARTY does hereby declare and confirms that title to the said property and or existing building thereon is clear and marketable and the same is free from all encumbrances and charges whatsoever.

ii. The FIRST PARTY also hereby declare that none of the existing 12 flats or the said property, as of now are mortgaged to any bank or financial institution or to any third parties or financial institution or to any third parties, it being agreed that in the event any such mortgage or charge is already created as on this date, shall be cleared by the FIRST PARTY or its respective member, as the case may be on or before the date on which the FIRST PARTY hands over to the SECOND PARTY the vacant possession of the said property and the said existing 12 flats.

iii. The FIRST PARTY does hereby agree to submit to the SECOND PARTY all the requisite documents relating to the SAID PROPERTY as also all the documents establishing their title to the said property and undertake to do all such acts, deeds and things as the SECOND PARTY may require for more perfectly confirming such title of the FIRST PARTY.

Storal In Dase

Dix

iv. The FIRST PARTY hereby agree that during the redevelopment of the said property by the SECOND PARTY, none of its members shall agree to transfer or transfer its right, title and interest in the respective allotments made to them as detailed in Schedule III hereinafter written, before the possession of the FIRST PARTY'S NEW PREMISES is handed over to the FIRST PARTY. However the said condition shall not be applicable in the event of death of a member, in which case his or her rights, title and interest in the respective allotment made shall be transferred to his/her nominee / joint holder as per Society bye-laws of the FIRST PARTY.

- 7. The SECOND PARTY does hereby agree , declare and confirm with the FIRST PARTY as under :
- 7.1 Shall apply on behalf and in the name of FIRST PARTY for the requisite approval & permissions for redevelopment of the said property upon signing of this agreement.
- 7.2 Shall register the said redevelopment project under RERA as per the Real Estate (Regulation and development) Act 2016.
- 7.3 The FIRST PARTY NEW PREMISES shall be constructed by the SEOCND PARTY in accordance with the specifications contained in Schedule V hereinafter written.
- 7.4 The SECOND PARTY shall complete the construction of the ENTIRE REDEVELOPMENT PROJECT in accordance with the approved plans with in a period of 3 Years from the date of receipt of all necessary approvals & demolition of the existing old building. The SECOND PARTY shall be entitled to reasonable extension of time for offering possession of the said FIRST PARTY'S NEW PREMISES on the aforesaid date, if the possession of the premises is delayed on account of:
- (i) War, armed rebellion or natural calamity due to which construction work could not be undertaken
- ii) Any notice order, rule, notification of the government and/ or any other public or competent authority and/ or any judicial authority, due to which approval/work had to be stopped and /or Delay on the part of the Government/ Statutory Authority in

Allred has Desait

DZIK

issuing Approval/ Occupancy certificate and /or completion certificate and/ or releasing water and electricity supply in case the said premises is otherwise completed in all respect and proper application are made to the Government/statutory authority

(iii) If due to any agitation/ movement by the citizens/people or by any non Governmental organization and/or due to any stoppage of work ordered by any statutory authority, the construction work cannot be started or is held up during construction period despite approvals by statutory authorities.

7.5 The SECOND PARTY shall pay only to each of the 8 members (i.e. Sr. No. 1,2,3,4,5,6,7 & 12 of Schedule III) of the FIRST PARTY a monthly sum of Rs. 13,500/- (Rupees Thirteen thousand & five hundred only) in lieu of alternate accommodation, which amount is directly paid by the SECOND PARTY vide NEFT/ECS/RTGS Transfer to the Bank Accounts as mentioned in the Schedule VI described hereinbelow, upon vacating their respective existing flats of the existing buildings in the said property . The first of such payment shall commence from the succeeding month in which the FIRST PARTY hand over to the SECOND PARTY the vacant possession of the FIRST PARTY'S EXISTING PREMISES and the said property and the remaining 4 members shall not receive the said monthly sum of Rs. 13,500/- (Rupees Thirteen thousand & five hundred only) as 2 of the members (i.e. Sr. No. 8 & 11 of Schedule III) are accommodated in alternate flats arranged by the SECOND PARTY, 1 of the members (i.e. Sr. No. 9 of Schedule III) being already allotted her alternate flat in the CD CRESCENT MOON and the one member (i.e. Sr. no. 10 in Schedule III) being already transferred her rights to her existing flat & shares in Society in favour of SECOND PARTY as mentioned above.

7.6 The SECOND PARTY shall intimate in writing that the FIRST PARTY'S NEW PREMISES are completed and ready for delivery and calling upon THE FIRST PARTY to take physical possession of the same within a period of 30 (thirty) days, whereupon the FIRST PARTY shall designate one of its office bearers as its

At Pradote Derrit

A2:10

authorized representative to take the possession of the FIRST PARTY'S NEW PREMISES i.e. 10 Flats in the new proposed building in the said property.

7.7 Upon receipt of the notice by THE FIRST PARTY, the FIRST PARTY shall take possession of the said 10 Flats to be allotted in the new proposed building in the said property (FIRST PARTY'S NEW PREMISES). Upon intimation of the completion of the FIRST PARTY'S NEW PREMISES, The SECOND PARTY will be entitled to give possession of the SECOND PARTY'S PREMISES to its allottees/nominees/or assignees or any other third party to whom SECOND PARTY have agreed to sell any of the premises from the SECOND PARTY'S PREMISES.

7.8 The Members of the FIRST PARTY at Sr. No. 9 detailed in the Schedule III herein below upon taking possession of the said allotted Flats in the project CD Crescent Moon shall get transferred the said flat by individual deed of sale from the SECOND PARTY, the terms of which shall be binding on the said members and SECOND PARTY.

The said Members of the FIRST PARTY at Sr. No. 9 detailed in the Schedule III herein below further agrees to pay consideration for the extra area allotted above the area allotted to the other Members of the FIRST PARTY i.e 105.45 m2 S.B.A.

8. GENERAL:

- 8.1 The SECOND PARTY shall indemnify the FIRST PARTY and its members against any accident occurring during the construction period.
- 8.2 The parties do hereby agree that the Building shall be named as CD GULMOHAR and Society shall be named as State Bank of India Employees' Co-operative Housing Society Ltd., a project by CDPL.
- 8.3 Authorised members of the FIRST PARTY shall be allowed to visit the site at the time of redevelopment with prior notice to the SECOND PARTY who will make the requisite arrangements for such visits along with its deputed site engineer.

Alladore Done

Dik

 No modification, alteration or amendment of this agreement or any of its terms or provisions shall be valid or legally binding on the parties unless made in writing duly executed by or on behalf of both the parties.

10. DISPUTE REDRESSAL:

- 10.1 Being an Agreement to Sell it is clearly agreed and understood by the parties that the agreement is specifically enforceable.
- 10.2 In the event of any dispute in regard 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.
- 11. For the calculation of stamp duty purpose, the said plot being falls in Ward no. 12 within the limits of Margao Municipal Council is valued at Rs. 1,01,82,600/- (Rupees One Crore One lakhs Eighty-two thousand & Six hundred only) and the built up area allotted is 1054.00 m2 and is valued at Rs. 2,31,88,000/- (Rupees Two Crores Thirty-five lakhs & Eighty-eight Thousand only) totally amounting to Rs. 3,33,70,600/- (Rupees Three Crores Thirty-three lakhs Seventy Thousand & Six hundred only) and accordingly stamp duty is paid herewith.

SCHEDULE -I

DESCRIPTION OF THE PROPERTY

All that remaining plot of the said First "Globa" admeasuring 1180.75 m2 (as per survey records in Form D admeasures 1181.00 m2) which is known as Plot No. I independently surveyed under chalta no. 77 P.T. Sheet No. 133 of Margao City forming the first 'Globa' of the property known as DEPOIBATTA or NATIBATT situated at Margao Sub-district of Salcete, District of Goa, not described in the Land Registration Office and bounded

on the East by the property of the heirs of Joaquim Cunha,

AHP and har Denin

Disch

on the west by the road reserved and by plot no. 2 of the First "Globa" of Caxinata Horichondra Xete Sirodcar, on the **North** by plot no. 2 of the First "Globa" of Caxinata Horichondra Xete Sirodcar and by the plot no. 3 of the same First "Globa" of Joaquim Santana Rebelo and on the **South** by the Second "Globa" of Vithal Jaganath Kamat.

As per survey records the said plot No. I admeasuring an area of 1181.00 m2 is bounded on and towards East by plots surveyed under chalta No. 38 & 39 of P.T. Sheet No. 133 of Margao City Survey , West by Road & plot surveyed under chalta no. 75 of P. T. Sheet No. 133 owned by Shri. Caxinata Harischandra Xete Shirodkar, North by plot surveyed under chalta no. 75 of P.T.Sheet No. 133 owned by Shri. Caxinata Harischandra Xete Shirodkar and partly by chalta no. 27 of P.T. Sheet No. 133 owned by Shri. Premanand Gajanan Naik, and on the south by plot surveyed under chalta no. 79 of P.T. Sheet No. 133 of Margao city survey,

SCHEDULE- II

DETAILS OF MEMBERSFLAT OF THE FIRST PARTY IN THE EXISTING BUILDING.

Sr. No.	Name Of The Member	Flat No.	H. No.	Floor Number	Area Of The Exiting Premises (M2)
1	SHRI. NARAYAN NILKANTH RAJADHYAX	1	12/631	GROUND FLOOR	61.00 M2
2	SHRI. MANGUIRISH PRAKASH SINGBAL	2	12/629	GROUND FLOOR	61.00 M2
3	SHRI. CAXINATH HARICHANDRA XETE SHIRODKAR	3	12/630	GROUND FLOOR	61.00 M2
4	SHRI. ASHOK BALKRISHNA MALKARNEKAR	4	12/628	GROUND FLOOR	61.00 M2
5	SHRI.ULHAS DATTARAM RAIKAR	5	12/637	FIRST FLLOR	61.00 M2
6	SHRI, NARAYAN HIRO PRABHU DESSAI	6	12/636	FIRST FLOOR	61.00 M2

Jos Prakti Dange

Stere

7	MRS. HARSHA VIDHYADHAR SINAI KAKODKAR	7	12/626	FIRST FLOOR	61.00 M2
8	SHRI. RAMKRISHNA ZOIRAM VERENKAR	8	12/627	FIRST	61.00 M2
9	MS. ANGELA DE ABREU	9	12/634	SECOND FLOOR	61.00 M2
10	SMT. SUMAN BHAT	10	12/635	SECOND FLOOR	61.00 M2
11	SMT. SUREKHA GAJANAN ALVE	11	12/632	SECOND FLOOR	61.00 M2
12	SHRI. KISHOR SRIPAD MARATHE	12	12/633	SECOND FLOOR	61.00 M2

SCHEDULE -III

DETAILS OF THE FIRST PARTY'S NEW PREMISES

Sr. No.	Name Of The Member	Flat No.	Floor No.	Parking Slot No.	Carpet Area	Super Built Up Area
1	SHRI. NARAYAN NILKANTH RAJADHYAX	103	FIRST FLOOR	SP-12	86.00 M2	105.45 M2
2	SHRI. MANGUIRISH PRAKASH SINGBAL	104	FIRST FLOOR	SP-10	86.00 M2	105.45 M2
3	SHRI. CAXINATH HARICHANDRA XETE SHIRODKAR	101	FIRST FLOOR	SP-04	86.00 M2	105.45 M2
4	SHRI. ASHOK BALKRISHNA MALKARNEKAR	102	FIRST FLOOR	SP-07	86.00 M2	105.45 M2
5	SHRI.ULHAS DATTARAM RAIKAR	303	THIRD FLOOR	SP-13	86.00 M2	105.45 M2
6	SHRI. NARAYAN HIRO PRABHU DESSAI	503	FIFTH FLOOR	SP-11	86.00 M2	105.45 M2
7	MRS. SEEMA PRAKASH USGAONKAR	301	THIRD FLOOR	SP-03	86.00 M2	105.45 M2
8	SHRI. RAMKRISHNA ZOIRAM VERENKAR	302	THIRD FLOOR	SP-08	86.00 M2	105.45 M2
9	SMT. SUREKHA GAJANAN ALVE	501	FIFTH FLOOR	SP-02	86.00 M2	105.45 M2
10	SHRI. KISHOR SRIPAD MARATHE	502	FIFTH FLOOR	SP-09	86.00 M2	105.45 M2

Adhable Dusser



All the above premises area are as per the provisional plans and are subject to change as per the final approved drawings.

SCHEDULE - IV

DETAILS OF SECOND PARTY'S PREMISES

Sr.No.	Flat No.	Floor No.	Carpet Area	Super Built Up Area
1	201	SECOND	86.00 M2	105.45 M2
2	202	SECOND	86.00 M2	105.45 M2
3	203	SECOND	86.00 M2	105.45 M2
4	204	SECOND	86.00 M2	105.45 M2
5	304	THIRD	86.00 M2	105.45 M2
6	401	FOURTH	86.00 M2	105.45 M2
7	402	FOURTH	86.00 M2	105.45 M2
8	403	FOURTH	86.00 M2	105.45 M2
9	404	FOURTH	86.00 M2	105.45 MZ
10	504	FIFTH	86.00 M2	105.45 M2
11	601	SIXTH	86.00 M2	105.45 M2
12	602	SIXTH	86.00 M2	105.45 M2
13	603	SIXTH	86.00 M2	105.45 M2
14	604	SIXTH	86.00 M2	105.45 M2
15	701	SEVENTH	86.00 M2	105.45 M2
16	702	SEVENTH	86.00 M2	105.45 M2
17	703	SEVENTH	86.00 M2	105.45 M2
18	704	SEVENTH	86.00 M2	105.45 M2
19	. 801	EIGHTH	86.00 M2	105.45 M2
20	802	EIGHTH	86.00 M2	105.45 M2
21	803	EIGHTH	86.00 M2	105.45 M2
22	804	EIGHTH	86.00 M2	105.45 M2

Car Parking Slots : All the balance car parking's after allotments as made to FIRST PARTY in Schedule III hereinabove.

John 4 Densel

Dil

All the premises as shown in the provisional plans are subject to changes as per the final approved drawings.

SCHEDULE - V

SPECIFICATIONS IN ACCORDANCE TO WHICH THE FIRST PARTY 'S NEW PREMISES ARE TO BE CONSTRUCTED:

STRUCTURE:

Reinforced cement concrete structure as per approved design of competent authority. External walls in 200/230 mm thick brick/ laterite stone/ concrete masonry and internal partition walls of 115 mm thick brick masonry.

FLOOR AND WALL TILING:

The Flooring will have vitrified tile flooring (Basic rate of the tile is Rs.550/- m²) (The colour, size, brand choice will depend on the availability of the tiles two months prior to tiling.)

Ceramic tiles (size, colour and brand depending on bulk availability at the time of tiling. Basic rate is Rs. 210/- m²) will be provided in the following places:

- a. on toilet walls upto full height.
- above the kitchen platform upto a height of 600 mm (2')
- above wash basin (where provided outside the toilet) upto a height of 600 mm (2')

WALL FINISH:

The interior walls will have cream colour Acrylic washable distemper paint. External walls painted with cement paint as per Architects colour choice.

DOORS & WINDOWS:

Main entrance door will be of teakwood frame with melamine polished Teak veneered shutter with grooves/ moldings on the outside face as per Architects design.

All other door frames will be of seasoned and chemically treated hard timber. Other doors shall be of 25/30 mm thick hardcore

Maladher Donas

221-

marine, flush / block board shutters painted with white/ cream colour enamel painted shutters.

All doors will be provided with Brass/ stainless steel hinges and shall have in general brass fittings viz. tower bolt, handle, stopper and latch. Main entrance door shall have night latch, door eye and a decorative brass handle on outside.

All Windows will be of powder coated aluminum sliding shutters with clear glass.

Safety Grills of 10mm thick MS square for all windows and balconies will be provided from inside as per the design approved by the Architect.

Bathroom ventilators will be of powder coated aluminum partially fixed/ louvered type with 8" x 8" opening for fitting exhaust fan.

All windows will have marble sills on the inner side of the window

KITCHEN PLATFORM & SINK:

Kitchen platform will be of polished black granite with single bowl stainless steel sink of size $24'' \times 18''$ and sink in service balcony.

PLUMBING & SANITARY INSTALLATIONS:

Concealed internal plumbing of GI/U-PVC/CPVC/KITEC/copper/PPR pipes.

Water closets & wash basins will be provided in the following places:

- a. Wash basins in toilets Tile matching colour, sink 22"x16" in common toilet and matching colour, sink 18"x12" in master bedroom toilet
- b. Water closets in all toilets European style, tile matching colour.

Chromium plated fittings of standard premium make (Jaguar or equivalent). Hot & cold wall mixer, wall shower and health faucet in all tollets will be provided.

Provision for storage water Geyser in all toilets (only provision and no fixture)

Stillach Done

Provision for water purifier above kitchen platform (only provision no fixture)

Washing machine inlet & outlet provision (no fixture)at location as per the Architect's choice

SOIL AND WASTE WATER LINES

The soil and waste water lines (exposed and concealed) will be of PVC. These sewerage effluents will be connected to the sewerage line of PHE Dept. of Goa PWD, if the sewerage line is operational by the time the project is ready for occupation. Otherwise the sewage will be treated in conventional method of septic tank and soak pit

ELECTRICITY SUPPLY & WIRING:

Wiring will be concealed and suitable for three phase supply and modular plate switches. The actual supply may be of single or three phase in accordance with the rules and regulations of the Goa Electricity Department, in force at the time the complex is energized by them.

Each apartment will be provided with a separate meter located at the entrance foyer room and a sub main board (D.B) within the apartment for easy isolation of supply.

The distribution of points is as follows:

Living: two light points, one fan points, one 5amps plug point on switchboard, one 5amps plug points on separate board, TV & Telephone point and a bell point.

Bedrooms: two light points, one fan point, one 5amps plug point on switch board, 15amps points for AC, and one 5amps plug point on separate board,

Master Bedroom: two light points, one fan point, one 5amps plug point on switch board, one 5amps plug point on separate board, 15amps points for AC, and also TV & Telephone extension point.

Master Doni

Kitchen: two light point, one fan point, three 5amps plug point on separate board, one exhaust fan point & 15 amps plug point.

Toilet: one light point, one exhaust fan point, one 5amps plug point & one 15 amps point for geyser.

The wiring for 5amps points will be of 1.5sq.mm rating adequate for shavers/refrigerators & washing machine. The wiring for the 15 amps points will be of 4.0sq.mm multistranded copper wire suitable for storage heater and Air conditioner and washing machine.

Miniature circuit breakers will be provided for safety from overloads and short circuit.

Provision wiring for power inverter for one light point in living room, bedrooms, kitchen and toilets. One fan point in living and bedrooms.

Provision for Cable TV connection will be provided. However monthly cable TV charges of the cable TV operator will have to be paid by the owners

WATER SUPPLY:

There will be one overhead tank and one ground 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 water / electrical meter for common areas like gardens, stairways, driveways, pump house, etc.

Affinalla Doni

Duc_



SCHEDULE VI

Sr. No.	Name of the Member	Flat No.	Account Details
1	SHRI. NARAYAN NILKANTH RAJADHYAX	1	Name: Rajadhyax Narayan Nilkant Bank: State Bank of India Branch: Margao, Goa Account No.: 11065021560 IFSC Code: SBIN0000512
2	SHRI. MANGUIRISH PRAKASH SINGBAL	2	Name: Manguirish Prakash Singbal Bank: State Bank of India Branch: PBB, Porvorim, Goa Account No.: 37093632483 IFSC Code: SBIN0004267
3	SHRI. CAXINATH HARICHANDRA XETE SHIRODKAR	3	Name: Anuradha C. X. Shirodkar Bank: State Bank of India Branch: Panaji, Goa Account No.: 11031639109 IFSC Code: SBIN0000509
4	SHRI. ASHOK BALKRISHNA MALKARNEKAR	4	Name: Ashok Balkrishna Malkarnekar Bank: State Bank of India
5	SHRI.ULHAS DATTARAM RAIKAR	5	Name: Raikar Ulhas Dattaram Bank:State Bank of India Branch:PBB, Malbhat, Margao, Goa Account No.: 10025717527 IFSC Code: SBIN0004167
6	SHRI. NARAYAN HIRO PRABHU DESSAI	6	Name: Narayan Hiro Prabhu Dessai Bank:State Bank of India Branch:Gogol, Margao, Goa Account No.:11031637077 IFSC Code:SBIN0010723
7	MRS. SEEMA PRAKASH USGAONKAR	7	Name: Usgaonkar Seema Bank: State Bank of India Branch: Ponda, Goa Account No.: 10445920201 IFSC Code: SBIN0000557
8	SHRI. KISHOR SRIPAD MARATHE	12	Name: Marathe Kishor Shripad Bank: State Bank of India Branch: PBB, Malbhat, Margao, Goa Account No.: 10025717298 IFSC Code: SBIN0004167

Strathe Dani

Dasie

In witness whereof the parties have set their hands and signed hereunder in presence of witnesses.

Signed and Delivered by the within named First party

For STATE BANK OF INDIA EMPLOYEES CO-OPERATIVE
HOUSING SOCIETY LTD.:-

1.

Mr. NARAYAN HIRO PRABHUDESSAI
Authorized Signatory

RIGHT HAND FINGERPRINTS



LEFT HAND FINGERPRINTS



AlladanDer

Soil

Signed and Delivered by the within named SECOND PARTY:-

For COMMONWEALTH DEVELOPERS PRIVATE LIMITED

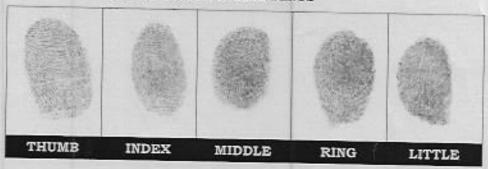


For Commonwealth Developers Pvt. Ltd.

Director / Managing Director

Mr. Datta Damodar Naik MANGING DIRECTOR

RIGHT HAND FINGERPRINTS



LEFT HAND FINGERPRINTS



In the presence of: -BABAN KALEKAR a. H. NO TEST COM STREET GOA

LAXBIIKANT EVRADE

Stally Dans

BENDULIN SALLETE GES

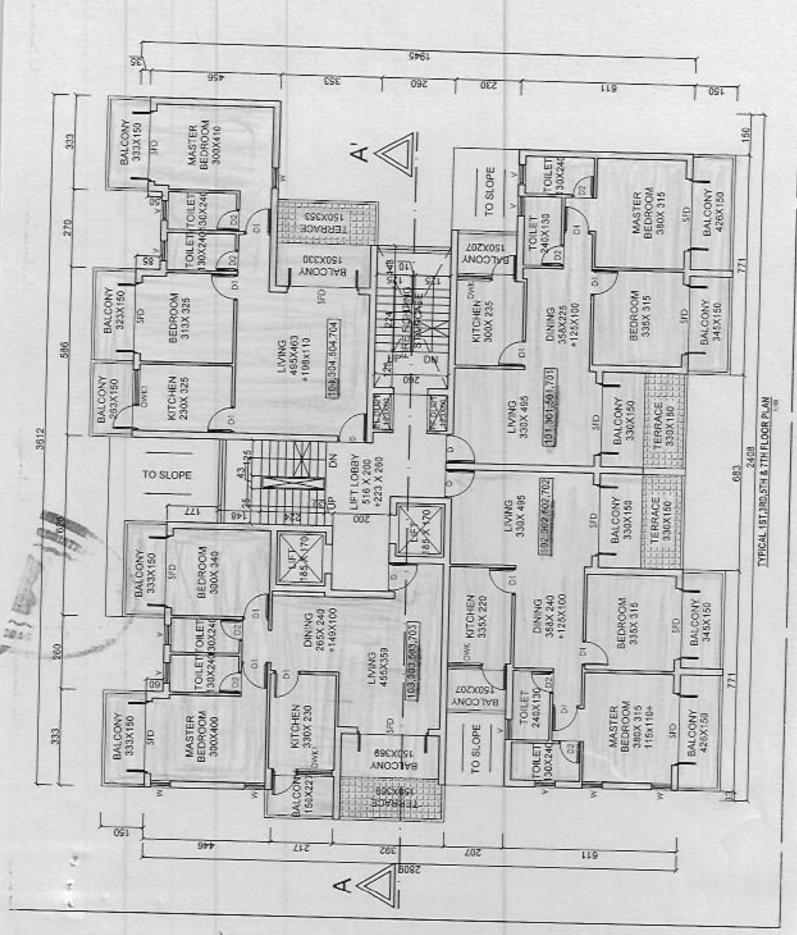


GOVERNMENT OF GOA Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records(City Survey)



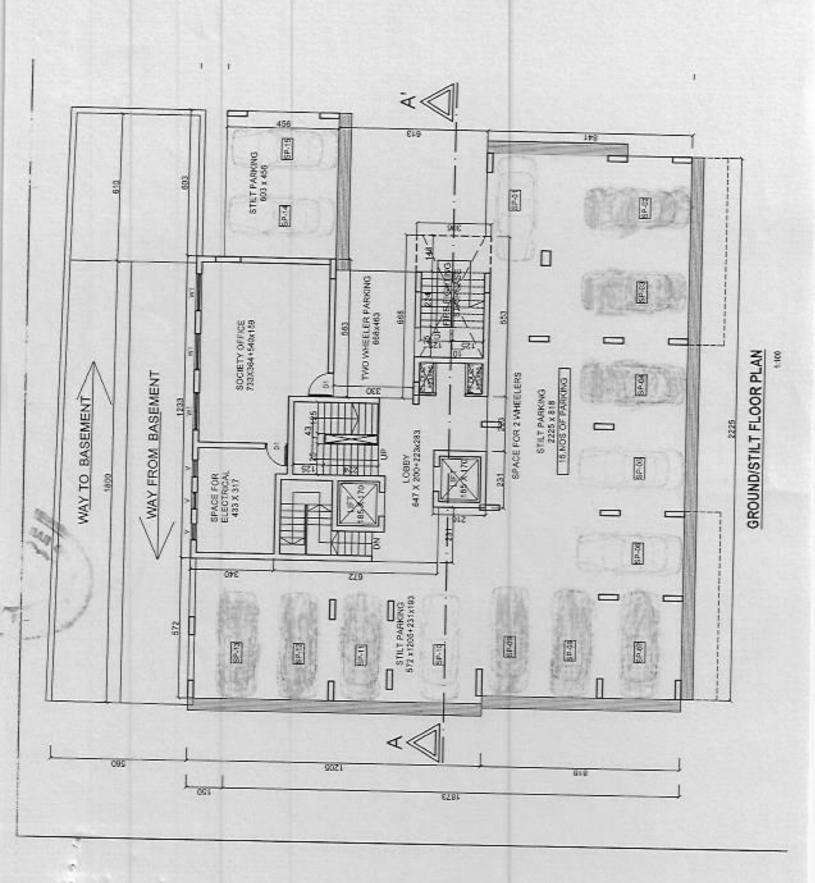
For Commonwealth Developers Pvt. Ltd.

Director / Managing Direct



Marked 130

DZilc



Atha Han Donor

Dili



Government of Goa

Document Registration Summary 2

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

Print Date & Time: - 25-Jan-2023 11:40:16 am

Document Serial Number: - 2023-MGO-354

Presented at 11:36:28 am on 25-Jan-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Salcete along with fees paid as follows

Sr.No	Description		Rs.Ps
1	Stamp Duty		967800
2	Registration Fee		1001120
3	Tatkal appointment fee		10000
4	Processing Fee		1180
		Total	1980100

Stamp Duty Required :967800/-

Stamp Duty Paid: 967800/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
187	DATTA DAMODAR NAIK "Age: " Marital Status: "Gender: "Occupation: "Address1 - CD FOUNTAINHEAD MURIDA FATORDA SALCETE GOA, Address2 - " PAN No.: AABCD1337M	1		Six

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	NARAYAN HIRO PRABHU DESAI , , Age: , Marital Status: ,Gender:,Occupation: , GULMOHAR BUILDING BORDA MARGAO SALCETE GOA, PAN No.: ABKAS8111J	-		Alla (In)
2	DATTA DAMODAR NAIK , , Age: , Marital Status: ,Gender:,Occupation: , CD FOUNTAINHEAD MURIDA FATORDA SALCETE GOA, PAN No.: AABCD1337M	70		DAC

Witness:

I/We individually/Collectively recognize the Authorized Representative, Developer,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: BABAN KALEKAR, Age: 48, DOB: , Mobile: 9225822063 , Email: , Occupation: Service , Marital status : Married , Address: 403602, Margao, Salcete, South Goa, Goa	Co		A
Z	Name: LAXMIKANT KURADE, Age: 48, DOB: , Mobile: 9225191123 , Email: , Occupation: Service , Marital status : Married , Address: 403720, Benaulim, Salcete, SouthGoa, Goa	0		All I

- CUM -- REGISTRAD

Sub Registrar

1/25/23, 11:40 AM NGDRS: National Generic Document Registration System Document Serial Number :- 2023-MGO-354 Book :- 1 Document

Registration Number :- MGO-1-351-2023

Date: 25-Jan-2023

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

Samir M. Domai - CLM -- REKHISTRAN