

Agreement of Sale

This Agreement of Sale is made at Margao - Goa on this day of of the year Two Thousand and Eighteen (...../...../2018);

BETWEEN

1. 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;
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; and his wife,
3. 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;
4. Mrs. **MADHAVI MADHUSUDAN NAIK**, daughter of Vassant Deulkar and wife of late Mr. **MADHUSUDAN SRINIVASSA NAIK** alias **MODUCUDANA SRINIVASSA NAIQUE** 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; hereinafter referred to as '**THE ORIGINAL OWNERS**'.

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 its Managing Partners, 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. 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; and hereinafter referred to as the **“PROSPECTIVE VENDOR/DEVELOPER”** (which expression shall, unless repugnant to the meaning and context thereof, shall mean and include its successors, executors, administrators and assigns) of the **FIRST PART**;

AND

1. MR./MS.....,son of, aged years, married, service, Indian National, holding Aadhar Card no., Holding PAN Card No. and resident of and hereinafter referred to as the **“PURCHASER/ALLOTEE”** (which expression shall unless repugnant to the context or meaning thereof, mean and include his/her legal heirs, executors, administrators and assigns) of the **SECOND PART**;

WHEREAS :

- A. 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, enrolled under Matriz No. 1152 of the Revenue Village of Margao, 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;

- B. 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. 40078 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;
- C. The Lote bearing numbers 22/23 , which is fully described in **SCHEDULE-I** hereto and is herein after referred to as “**THE SAID PROJECT LAND**”, for the sake of brevity and convenience;
- D. In the Land Registration Office of Salcete, the said lote no. 21 , Lote No **23**, and **the Said PROJECT LAND** i.e. the above said Lote No **22** and 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;
- E. The PROSPECTIVE VENDOR / DEVELOPER are lawfully and independently authorized vide agreement dated 8 /08/2018 duly registered before the Sub-Registrar of Salcete under Registration no. MGO-BK1-03486-2018 dated 08/08/2018 as agreed to purchase the said Project Land described in SCHEDULE I along with lote no. 23 .
- F. AND WHEREAS the ORIGINAL OWNER & PROSPECTIVE VENDOR/ DEVELOPER declares that:
- a) They have a clear, marketable and subsisting title to the project land;
 - b) There are no impediments attached to the project land or any part thereof;
 - c) There are no tenants or mundkars on the project land;
 - d) There are no illegal encroachments on the project land;
 - e) The project land is not mortgaged nor are there any liens or charges on the project land or any part thereof;

- f) None of the permissions obtained, affect the title of the ORIGINAL OWNER & PROSPECTIVE VENDOR/ DEVELOPER to the project land in any manner.
- G. The PROSPECTIVE VENDOR/ DEVELOPER is entitled and authorised to construct buildings on the project land in accordance with the recitals herein above.
- H. The PROSPECTIVE VENDOR/ DEVELOPER is in possession of the project land.
- I. The PROSPECTIVE VENDOR/ DEVELOPER has proposed to construct on the project land, 1 building, (hereinafter referred to as the "SAID BUILDING" for brevity sake) comprising of residential units.
- J. The PROSPECTIVE VENDOR/ DEVELOPER has appointed an Architect registered with the Council of Architects and the present Agreement is as per the Agreement prescribed by the Council of Architects.
- K. The PROSPECTIVE VENDOR/ DEVELOPER has registered the Building under the provisions of the Real Estate (Regulation and Development) Act 2016 and rules framed there under, with the Real Estate Regulatory Authority in Goa under No. and the authenticated copy whereof is annexed hereto at **ANNEXURE - I**.
- L. The PROSPECTIVE VENDOR/ DEVELOPER has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the PROSPECTIVE VENDOR/ DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.
- M. By virtue of the Agreement, the PROSPECTIVE VENDOR/ DEVELOPER has exclusive right to sell the apartments in the said Building to be constructed on the said project land and to enter into Agreement/s with purchasers/allottees of such apartment and to receive the sale consideration in respect thereof;
- N. On demand from the PURCHASER/ALLOTTEE, the PROSPECTIVE VENDOR has given inspection and copies to the PURCHASER/ALLOTTEE of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROSPECTIVE VENDOR'S, Architect **Mr. Shalini Kakodkar** and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under, and the PURCHASER/ALLOTTEE acknowledges the receipt of the same.
- (a) The authenticated copies of Title documents showing the title of the PROSPECTIVE VENDOR to the project land on which the said building to be constructed ;

(b) The PROSPECTIVE VENDOR has got the approvals, from the concerned competent authorities for the plans, specifications, elevations, sections of the building wherever applicable as under:-

(c) Development permission for construction of the said project issued by The South Goa Planning and Development authority as per approval no. SGPDA/P/...../18-19 dated2019 annexed hereto as **ANNEXURE – II**.

(d) The Margao Municipal Council has issued a construction license for the entire complex under no. A/...../18-19 dated .../.../2019 annexed hereto as **ANNEXURE - III**.

O. The PROSPECTIVE VENDOR shall obtain the balance approvals from various authorities from time to time, so as to obtain the Building Occupancy Certificate of the said building.

P. While sanctioning the said plans, the concerned competent authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROSPECTIVE VENDOR while developing the project land and the said building and upon due observance and performance of which only, the occupancy certificate in respect of the said building shall be granted by the concerned competent authority.

Q. The PURCHASER/ALLOTTEE has approached the PROSPECTIVE VENDOR for purchase of a Apartment , bearing No. on _____ floor situated in the said building bearing No. being constructed on the project land.

R. The carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is square meters.

S. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

T. Prior to the / at the execution of these presents, the PURCHASER/ALLOTTEE has/have paid to the PROSPECTIVE VENDOR a sum of Rs..... (Rupees) only, being an advance payment or an Application Fee as provided under Section 13 of the said Act (the payment and receipt whereof the PROSPECTIVE VENDOR both hereby admit and acknowledge) and the PURCHASER/ALLOTTEE has agreed to pay to the PROSPECTIVE VENDOR the balance of the sale consideration in the manner hereinafter appearing

U. under Section 13 of the said Act, the PROSPECTIVE VENDOR is required to execute a written Agreement for sale of the said Apartment with the PURCHASER/ALLOTTEE and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the PROSPECTIVE VENDOR hereby agrees to sell and the PURCHASER/ALLOTTEE hereby agrees to purchase the said Apartment .

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The PROSPECTIVE VENDOR shall construct the said building "CD PICASSO B" consisting of Stilt Floor Plus Seven Floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

The PURCHASER/ALLOTTEE agree that the PROSPECTIVE VENDOR is entitled to make such variations in the plan and specifications as are required to be carried out by the South Goa Planning and Development Authority or the Municipal Council and as may be necessary by the exigencies of the circumstances from time to time. The PROSPECTIVE VENDOR is entitled to build additional Premises by consuming more FAR/FSI if due to change in building regulations, additional premises can be built.

The PURCHASER/ ALLOTTEE shall not be entitled to object or obstruct in any manner in case the PROSPECTIVE VENDOR decides to change the plans as approved in case the construction of the said Apartments is not substantially affected.

- 1.a(i). The PURCHASER/ALLOTTEE hereby agrees to purchase from the PROSPECTIVE VENDOR and the PROSPECTIVE VENDOR hereby agrees to sell to the PURCHASER/ALLOTTEE, the Apartment bearing No. of carpet area admeasuring sq. metres, on floor of the said building **CD PICASSO B** as shown in the Floor plan thereof hereto annexed for the consideration of **Rs./-** (Rupees only) more particularly described under SCHEDULE - II which includes the proportionate incidence of common areas and facilities appurtenant to the Apartments, the nature, extent and description of the common areas and facilities.

- 1(b) The total aggregate consideration amount for the said Apartment is thus Rs./- (Rupees only).
- 1(c) The PURCHASER/ALLOTTEE has paid today on execution of this Agreement a sum of Rs./- (not exceeding 10% of the total consideration) (Rupees only) as advance payment and hereby agrees to pay to the PROSPECTIVE VENDOR the balance amount of Rs./- (Rupees) in the manner as described under SCHEDULE – III hereunder provided.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROSPECTIVE VENDOR by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROSPECTIVE VENDOR) up to the date of handing over the possession of the Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROSPECTIVE VENDOR undertakes and agrees that while raising a demand on the PURCHASER/ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROSPECTIVE VENDOR shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/ALLOTTEE which shall only be applicable on subsequent payments.
- 1 (f) The PROSPECTIVE VENDOR may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the PURCHASER/ALLOTTEE on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to the PURCHASER/ALLOTTEE by the PROSPECTIVE VENDOR.
- 1 (g) The PROSPECTIVE VENDOR shall confirm the final carpet area that has been allotted to the PURCHASER/ALLOTTEE after the construction of the building is complete and the Completion Certificate is granted by the

competent authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROSPECTIVE VENDOR. If there is any reduction in the carpet area within the defined limit then the PROSPECTIVE VENDOR shall refund the excess money paid by PURCHASER/ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) Rules 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASER/ALLOTTEE. If there is any increase in the carpet area of the said Apartment allotted to the PURCHASER/ALLOTTEE, the PROSPECTIVE VENDOR shall demand additional amount from the PURCHASER/ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The PURCHASER/ALLOTTEE authorizes the PROSPECTIVE VENDOR to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROSPECTIVE VENDOR may in its sole discretion deem fit and the PURCHASER/ALLOTTEE undertakes not to object/demand/direct the PROSPECTIVE VENDOR to adjust his payments in any manner.

2.1 The PROSPECTIVE VENDOR hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the PURCHASER/ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 Time is essence for the PROSPECTIVE VENDOR as well as the PURCHASER/ALLOTTEE. The PROSPECTIVE VENDOR shall abide by the time schedule for completing the project and handing over of the said Apartment to the PURCHASER/ALLOTTEE and the common areas to the association of the purchasers/allottees after receiving the occupancy certificate or the completion certificate or both of the entire building, as the case may be subject to all the purchasers/allottees have paid all the consideration and other sums due and payable to the PROSPECTIVE VENDOR as per the

agreement. Similarly, the PURCHASER/ALLOTTEE shall make timely payments of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROSPECTIVE VENDOR as provided in clause 1(c) herein above.

3. The PROSPECTIVE VENDOR hereby declares that the Floor Area Ratio available as on date in respect of the project land is square meters only and the PROSPECTIVE VENDOR has planned to utilize Floor area ratio by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI, by implementing various scheme as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The PROSPECTIVE VENDOR has disclosed the Floor Space Index of as proposed to be utilized by it on the project land in the said Project and the PURCHASER/ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments and offices to be carried out by the PROSPECTIVE VENDOR by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROSPECTIVE VENDOR only.
- 4.1 If the PROSPECTIVE VENDOR fails to abide by the time schedule for completing the project and handing over the said Apartment to the PURCHASER/ALLOTTEE, the PROSPECTIVE VENDOR agrees to pay to the PURCHASER/ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER/ALLOTTEE, for every month of delay, till the handing over of the possession. The PURCHASER/ALLOTTEE agrees to pay to the PROSPECTIVE VENDOR, interest as specified in the said Rules, on all the delayed payment which become due and payable by the PURCHASER/ALLOTTEE to the PROSPECTIVE VENDOR under the terms of this Agreement from the date the said amount is payable by the PURCHASER/ALLOTTEE to the PROSPECTIVE VENDOR.
- 4.2 Without prejudice to the right of PROSPECTIVE VENDOR to charge interest in terms of sub clause 4.1 above, on the PURCHASER/ALLOTTEE committing default in payment on due date of any amount due and payable by the

PURCHASER/ALLOTTEE to the PROSPECTIVE VENDOR under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/ALLOTTEE committing three defaults of payment of instalments, the PROSPECTIVE VENDOR shall at his own option, may terminate this Agreement: Provided that, PROSPECTIVE VENDOR shall give notice of fifteen days in writing to the PURCHASER/ALLOTTEE, by Registered Post AD at the address provided by the PURCHASER/ALLOTTEE and mail at the e-mail address provided by the PURCHASER/ALLOTTEE, of it's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/ALLOTTEE fails to rectify the breach or breaches mentioned by the PROSPECTIVE VENDOR within the period of notice then at the end of such notice period, the PROSPECTIVE VENDOR shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the PROSPECTIVE VENDOR shall refund to the PURCHASER/ALLOTTEE within a period of sixty days of the termination, the instalments of sale consideration of the said Apartment which may till then have been paid by the PURCHASER/ALLOTTEE to the PROSPECTIVE VENDOR after deducting 20% of the amount received till such termination and the ORIGINAL OWNER/PROSPECTIVE VENDOR shall not be liable to pay to the PURCHASER/ALLOTTEE any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the PROSPECTIVE VENDOR in the said building and the Said Apartment as are set out in SCHEDULE- IV.
6. The PROSPECTIVE VENDOR shall give possession of the said Apartment to the PURCHASER/ALLOTTEE on or before..... day of20..... If the PROSPECTIVE VENDOR fails or neglects to give possession of the said Apartment to the PURCHASER/ALLOTTEE on account of reasons beyond it's control and of it's agents by the aforesaid date, then the PROSPECTIVE VENDOR shall be liable on demand, to refund to the PURCHASER/ALLOTTEE the amounts already received by him in respect of the said Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above, from the date the PROSPECTIVE VENDOR received the sum till the date the amounts and interest thereon is repaid.

Provided that the PROSPECTIVE VENDOR shall be entitled to reasonable extension of time for giving delivery of said Apartment/Premise on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of :

- (i) war, civil commotion ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court.
- (iii) Delay in payments and non payment of instalments as detailed in SCHEDULE - III of this Agreement.
- (iv) Delay on the part of the Government/ Statutory Authority in releasing Sewerage Connection, water and electricity supply in case the said premises is otherwise complete in all respect and proper application/s are made to the Government/statutory authorities.
- (v) delay due to Alterations required in the Said Apartment by the PURCHASER/ALLOTTEE.

7.1 Procedure for taking possession.— The PROSPECTIVE VENDOR, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER/ALLOTTEE as per the agreement shall offer in writing the possession of the said Apartment, to the PURCHASER/ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the PROSPECTIVE VENDOR shall give possession of the said Apartment to the PURCHASER/ALLOTTEE. The PROSPECTIVE VENDOR agrees and undertakes to indemnify the PURCHASER/ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROSPECTIVE VENDOR. The PURCHASER/ALLOTTEE agree(s) to pay the maintenance charges as determined by the PROSPECTIVE VENDOR or association of purchasers/allottees, as the case may be. The PROSPECTIVE VENDOR on its behalf shall offer the possession to the PURCHASER/ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The PURCHASER/ALLOTTEE shall take possession of the said Apartment within 15 days of the written notice from the PROSPECTIVE VENDOR to the

PURCHASER/ALLOTTEE intimating that the said Apartment is ready for use and occupancy.

7.3 Failure of PURCHASER/ALLOTTEE to take Possession of the said Apartment upon receiving a written intimation from the PROSPECTIVE VENDOR as per clause 7.1, the PURCHASER/ALLOTTEE shall take possession of the said Apartment from the PROSPECTIVE VENDOR by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the PROSPECTIVE VENDOR shall give possession of the said Apartment to the PURCHASER/ALLOTTEE.

In case the PURCHASER/ALLOTTEE fails to take possession within the time provided in clause 7.2, such PURCHASER/ALLOTTEE shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the said Apartment to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE brings to the notice of the PROSPECTIVE VENDOR any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROSPECTIVE VENDOR at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/ALLOTTEE shall be entitled to receive from the PROSPECTIVE VENDOR, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/ALLOTTEES carry out any work within the said Apartment after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Apartments, then in such an event the PROSPECTIVE VENDOR shall not be liable to rectify or pay compensation. But the PROSPECTIVE VENDOR may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The PURCHASER/ALLOTTEE shall use the Apartment for carrying on business/commercial activity. For the beneficial enjoyment of the persons who purchase Apartments / apartments in the said Complex, the

PURCHASER/ALLOTTEE shall not utilise the said Apartment or any part thereof for running as Godown, for carrying out fabrication or welding WW/S and or any commercial activity that leads to noise and nuisance to other Apartments/premises Owners .

9. The PURCHASER/ALLOTTEE along with other purchasers/allottees of other Apartments and offices in the building, shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROSPECTIVE VENDOR may decide and for this purpose also, from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the PROSPECTIVE VENDOR within seven days of the same being forwarded by the PROSPECTIVE VENDOR to the PURCHASER/ALLOTTEE, so as to enable the PROSPECTIVE VENDOR to register the common organisation of purchasers/allottees.

No objection shall be taken by the PURCHASER/ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 Within 15 days after notice in writing is given by the PROSPECTIVE VENDOR to the PURCHASER/ALLOTTEE that the said Apartment is ready for use and occupancy, the PURCHASER/ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the project land and the building, namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of maintenance staff, security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and the building.

(a) The maintenance of the common areas and gardens in the said Project Land along with the surroundings areas shall be carried out for a period of 3 years on completion of the said Apartment / Building by the

PROSPECTIVE VENDOR on payment of **Rs.1,20,000/-(Rupees: One Lakhs & Twenty Thousand Only)** as service and maintenance fees.

(b) The three years period shall commence after the Said Apartment / Building is complete in all respects and the Margao Municipal Council granting occupancy for the entire building. The services covered are detailed out at SCHEDULE-V appearing hereunder.

(c) The amount paid under this clause does not include any outgoings pertaining to the said Apartment like house tax, water, electricity and telephone bill etc. The three years of service and maintenance contemplated in this clause does not include maintenance of individual units. The PURCHASER/ ALLOTTEE agrees to abide by rules and regulations detailed out in SCHEDULE-V hereunder for maintenance and services in respect of landscaped gardens, and security. The PURCHASER/ ALLOTTEE shall be liable to pay the services and maintenance fees prior to taking possession of the said Apartment. It is made clear that the PURCHASER/ ALLOTTEE has to necessarily get the maintenance of the Apartment and the building and avail of services for a period of 3 years as contained in this clause.

Until the association of purchasers/allottees is formed and the maintenance of the building is transferred to it, the PURCHASER/ALLOTTEE shall pay to the ORIGINAL OWNER/PROSPECTIVE VENDOR such proportionate share of outgoings as may be determined.

The PURCHASER/ALLOTTEE further agrees that till the PURCHASER/ALLOTTEE's share is so determined, the PURCHASER/ALLOTTEE shall pay to the PROSPECTIVE VENDOR provisional contribution of Rs./- for 3 (three) years towards the outgoings.

It is agreed that the non-payment or default in payment of outgoings on time by PURCHASER/ALLOTTEE shall be regarded as the default on the part of the PURCHASER/ALLOTTEE and shall entitle the PROSPECTIVE VENDOR to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The PURCHASER/ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the PROSPECTIVE VENDOR, the following amounts:—

(i) Rs. 1,000/- (Rupees One Thousand only) for share money, application entrance fee of the Society or Limited Company/Apex body.

(ii) Rs. 30,000/- (Rupees Thirty Thousand only) for formation and registration & as Corpus fund in respect of the Society or Limited Company/Apex Body.

(iii) Rs. 1,20,000/- (Rupees One Lakh & Twenty Thousand only) towards provisional contribution for three years of maintenance towards outgoings of Society or Limited Company/Apex body.

(iv) Rs. 20,000/- (Rupees Twenty Thousand only) for Deposit towards Water, Electric, and other utility and services connection charges.

(v) Rs. 70,000/- (Rupees Seventy Thousand only) for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

(vi) Rs. 7,000/- (Rupees Seven Thousand only) as legal charges.

(vii) Rs. as infrastructure Tax.

(viii) Stamp Duty and Registration Charges towards the transfer of the said property and/or the said premises along with the proportionate right in the land in terms of this agreement at actuals .

11. The PURCHASER/ALLOTTEE shall pay to the PROSPECTIVE VENDOR a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the PROSPECTIVE VENDOR in connection with formation of the said Society, or Limited Company, or Apex Body or and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance of the building or wing of the building, the PURCHASER/ALLOTTEE shall pay to the PROSPECTIVE VENDOR, the PURCHASER'S/ALLOTTEE'S share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the said Building.

At the time of registration of conveyance of the project land, the PURCHASER/ALLOTTEE shall pay to the PROSPECTIVE VENDOR, the PURCHASER'S/ALLOTTEE'S share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the said project land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE ORIGINAL OWNER/PROSPECTIVE VENDOR

The PROSPECTIVE VENDOR hereby represents and warrants to the PURCHASER/ALLOTTEE as follows:–

i. The PROSPECTIVE VENDOR has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The PROSPECTIVE VENDOR has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land;

iv. There are no litigations pending before any Court of law with respect to the project land;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the PROSPECTIVE VENDOR has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

vi. The PROSPECTIVE VENDOR has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER/ALLOTTEE created herein, may prejudicially be affected;

vii. The PROSPECTIVE VENDOR has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any other person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of PURCHASER/ALLOTTEE under this Agreement;

viii. The PROSPECTIVE VENDOR confirms that the PROSPECTIVE VENDOR is not restricted in any manner whatsoever from selling the said Apartment to the PURCHASER/ALLOTTEE in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the building to the association of purchasers/allottees the PROSPECTIVE VENDOR shall handover lawful, vacant, peaceful and physical possession of the common areas of the said building to the Association of the purchasers/allottees.

x. The PROSPECTIVE VENDOR has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said project Land) has been received or served upon the PROSPECTIVE VENDOR in respect of the project land and/or the Project except those disclosed in the title report.

14. The PURCHASER/ALLOTTEE with intention to bring all persons into whatsoever hands the said Apartment may come, hereby covenants with the PROSPECTIVE VENDOR as follows:—

(i) To maintain the said Apartment at the PURCHASER'S/ALLOTTEES'S own cost in good and tenable repair and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may

damage or are likely to damage the staircases, common passages or any other structure of the building in which the Said Apartment is situated, including entrances of the building in which the Said Apartment is situated and in case any damage is caused to the building in which the Said Apartment is situated or the Said Apartment on account of negligence or default of the PURCHASER/ALLOTTEE in this behalf, the PURCHASER/ALLOTTEE shall be liable for the consequences of the breach.

(iii) To carry out at his/her own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the PROSPECTIVE VENDOR to the PURCHASER/ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the Said Apartment is situated or the Said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER/ALLOTTEE committing any act in contravention of the above provision, the PURCHASER/ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the Said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the PROSPECTIVE VENDOR and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the said Apartment is situated.

(vii) Pay to the PROSPECTIVE VENDOR or the Society within fifteen days of demand by the PROSPECTIVE VENDOR, his share of security deposit any, taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the said Apartment is situated.

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the PURCHASER/ALLOTTEE for any purposes other than for purpose for which it is sold.

(ix) The PURCHASER/ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Apartment/Premise until all the dues payable by the PURCHASER/ALLOTTEE to the PROSPECTIVE VENDOR under this Agreement are fully paid up.

(x) The PURCHASER/ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER/ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The PROSPECTIVE VENDOR shall maintain a separate account in respect of sums received by the PROSPECTIVE VENDOR from the PURCHASER/ALLOTTEE as advance or deposit, sums received on account of the share capital for the

promotion of the Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the Building or any part thereof.

The PURCHASER/ALLOTTEE shall have no claim save and except in respect of the Said Apartment/Premise along with the proportionate indivisible share hereby agreed to be sold to him/her. All unsold or un-allotted inventory shall continue to remain the property of the PROSPECTIVE VENDOR until sold/allotted.

17. PROSPECTIVE VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROSPECTIVE VENDOR executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/ALLOTTEE who has taken or agreed to take such said Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the PURCHASER/ALLOTTEE by the PROSPECTIVE VENDOR does not create a binding obligation on the part of the PROSPECTIVE VENDOR or the PURCHASER/ALLOTTEE until, firstly, the PURCHASER/ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the PURCHASER/ALLOTTEE and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the PROSPECTIVE VENDOR. If the PURCHASER/ALLOTTEE(s) fails to execute and deliver to the PROSPECTIVE VENDOR this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the PROSPECTIVE VENDOR, then the PROSPECTIVE VENDOR shall serve a notice to the PURCHASER/ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/ALLOTTEE, application of the PURCHASER/ALLOTTEE shall be treated as cancelled and all sums deposited

by the PURCHASER/ALLOTTEE in connection therewith including the booking amount shall be returned to the PURCHASER/ALLOTTEE without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / said building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ALLOTTEE/SUBSEQUENT PURCHASER/ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

3. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the PURCHASER/ALLOTTEE has to make any payment, in common with other purchasers/allottees in the Project, the same shall be in proportion to the carpet area of the Said Apartment to the total carpet area of all the Apartments and offices in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces if any, shall be added to carpet area of respective purchasers/allottees.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROSPECTIVE VENDOR through its authorized signatory at the PROSPECTIVE VENDOR's Office, or at some other place, which may be mutually agreed between the PROSPECTIVE VENDOR and the PURCHASER/ALLOTTEE, after the Agreement is duly executed by the PURCHASER/ALLOTTEE and the PROSPECTIVE VENDOR or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar of Salcete at Margao Goa. Thereafter this Agreement shall be deemed to have been executed.

26. The PURCHASER/ALLOTTEE and/or PROSPECTIVE VENDOR shall present this Agreement as well as the deed of conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROSPECTIVE VENDOR will attend such office and admit execution thereof.

27. That all notices to be served on the PURCHASER/ALLOTTEE and the PROSPECTIVE VENDOR as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/ALLOTTEE or the PROSPECTIVE VENDOR by Registered Post A.D and notified Email ID at their respective addresses specified below:—

Name of PURCHASER/ALLOTTEE :

(Allottee's Address)

Notified Email ID:

PROSPECTIVE VENDOR name: Mr. Datta Damodar Naik

Partner

RICH BAKE BAKERS

CD FOUNTAINHEAD, Murida, Fatorda , Salcete Goa 403602

Notified Email ID: kdnaik@cdhomes.com

It shall be the duty of the PURCHASER/ALLOTTEE and the PROSPECTIVE VENDOR to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROSPECTIVE VENDOR or the PURCHASER/ALLOTTEE, as the case may be.

28. JOINT PURCHASER/ALLOTTEES

That in case there are Joint PURCHASER'S/ALLOTTEE'S, all communications shall be sent by the PROSPECTIVE VENDOR to the PURCHASER/ALLOTTEE whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASER'S/ALLOTTEE'S.

29. Stamp Duty and Registration:-

The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER/ALLOTTEE.

30. Dispute Resolution:-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of

India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE – I

(OF THE PROJECT LAND)

All that (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 under Description No. 40078 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 – II
(OF THE SAID APARTMENT)

Apartment No. (GROUND FLOOR) admeasuring _____ of the carpet area, of the Building named **CD PICASSO B**, built in the property described herein above Situated at Aquem, Margão Goa and is bounded as under

On the East: By

On the West: By

On the North: By

On the South: By

SCHEDULE – III

PAYMENT SCHEDULE

The **ALLOTTEE** shall make payment to the **DEVELOPER** as per the **SCHEDULE** given below:

Particulars	Installment	Service Tax
On Agreement	Rs. /-	
Stamp duty(2.9% on agreement)	Rs. /-	
Infrastructure Tax	Rs. /-	
On Completion of roof Slab	Rs./-	Rs./-
On Completion Masonary	Rs. /-	Rs./-
On Completion of Plastering	Rs. /-	Rs. /-
On Completion of Flooring	Rs. /-	Rs. /-
On Completion of Painting	Rs. /-	Rs. /-

On intimation of Completion	Rs. /-	Rs. /-
<u>On Possession</u>		
Stamp duty %	Rs /-	
Registration Fees %	Rs. /-	
Society Formation , registration & corpus Deposit	Rs. 30,000/-	
Maintenance charges for 3 years		
Water , electricity & other utility	Rs 1,20,000/-	
& Service connection charges *	Rs. 20,000/-	
Electricity receiving & Transformer Deposits*	Rs. 70,000/-	
Legal & other incidental charges	Rs. 7,000/-	
House Tax /CESS / any other charges if applicable	At actual	
<u>GRAND TOTAL</u>	Rs. /-	Rs./-

*** Water /Electricity Connection Charges/ Transformer Deposits Stamp Duty/Registration Fees may vary Subject to changes if any as applicable at the time of possession/ conveyance**

SCHEDULE-IV

SPECIFICATIONS (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.

Designer 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 Gypsum Finish

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 and shutter of teak wood with melamine polish and French door UPVC / Aluminum .

Internal door frames of precast concrete.

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 / Aluminum open able /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 black granite with single bowl stainless steel sink of size 24" x 18".

Extra Service Platform with Sink in kitchen utility.

Provision for refrigerator, water purifier and chimney in kitchen

Provision for dish washer and 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 hot and cold mixer for kitchen sink

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

Wall hung sanitary ware of premium make with easy close seat covers with concealed flush tanks

Washbasin with counter and single lever hot and cold mixer.

Health faucet in all toilets.

Geyser provision 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 treated in Sewerage treatment plant and used for flushing and gardening water requirements and rest sewerage overflow 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 energized 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 room: Four lights points, one 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.

Dining Room: One light point, One Fan Point, One 5 amps plug point on separate board, one bell point.

Bedroom: 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: 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 & Telephone extension point & one telephone internet point for connecting internet router.

Kitchen: Two light point, one fan point, one 5amps plug point for mixer, one 5 amps point for switch, one 5 amps point for aqua guard & one 15 amps plug point for microwave oven & two 15 amps plug point for washing M/C & dish washer.

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 toilets.

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.

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 **ALLOTTEE**.

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 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, club house etc
- Charges towards consumption of water and electricity through common meters shall be shared by all the **ALLOTTEE**.
- The **DEVELOPER** shall only provide the required electrical test report to the effect that the work is executed as per Government specifications which is sufficient for obtaining electrical connection.

SCHEDULE V

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), common areas 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.

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:

1. The PROSPECTIVE VENDOR shall maintain the gardens on regular basis.
2. The owners/residents are not entitled to litter or throw refuse/ dirt across in the garden area.
3. The PURCHASER/ ALLOTTEE or anybody visiting through the PURCHASER/ ALLOTTEE 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 VENDOR 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/ PURCHASER/ ALLOTTEE. The PROSPECTIVE VENDOR 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 nuisance to the other purchasers and shall be stopped by 10.00 PM as per Government Guidelines.
5. The PURCHASER/ ALLOTTEE are not allowed to plant any other trees, bush etc on landscaped garden area.
6. The PURCHASER/ ALLOTTEE are not allowed to erect any structure (Religious or otherwise) in common areas/ landscaped garden

Lighting and plumbing:

1. The PROSPECTIVE VENDOR shall ensure all external plumbing works are attended with promptitude in time of need pertaining to clogging and choking of pipes.
2. The PROSPECTIVE VENDOR 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 VENDOR.
- 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.

General:

1. The PURCHASER/ ALLOTTEE and their family members shall use the landscaped garden only. The family members shall include spouse, son, daughter, father and mother.
2. 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 VENDOR 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.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the Day, Month, Year and place first herein above mentioned

Signed and Delivered by the within named

OWNERS/DEVELOPER



Mr. DATTA DAMODAR NAIK

As Managing Director for **COMMONWEALTH DEVELOPERS PVT LTD & Power of Attorney of OWNERS .**

RIGHT HAND FINGERPRINTS

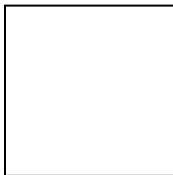
THUMB	INDEX	MIDDLE	RING	LITTLE

LEFT HAND FINGERPRINTS

LITTLE	RING	MIDDLE	INDEX	THUMB

Signed and Delivered by the within named

ALLOTTEE:-



Mr.

RIGHT HAND FINGERPRINTS

--	--	--	--	--

THUMB	INDEX	MIDDLE	RING	LITTLE
--------------	--------------	---------------	-------------	---------------

LEFT HAND FINGERPRINTS

LITTLE	RING	MIDDLE	INDEX	THUMB

In the presence of : -

a. Mr. _____

R/o Salcete Goa

b. Mr. Baban Kalekar _____

R/o Mugalli, Sao Jose De Areal , Salcete Goa

RECEIPT:

Received of and from the with named ALLOTTEE the sum of **Rs. ,00,000/- (Rupees: Lakhs Only)** being earnest money within mentioned.

We say received

Managing Director.

The copies of Annexures shall follow in the serial order as described in the Agreement e.g Annexure A, B, C etc.

RERA REGISTRATION CERTIFICATE

ANNEXURE – II

LEGAL SCRUTINY CERTIFICATE

ANNEXURE – III

CONVERSION SANAD

ANNEXURE – IV

SGPDA APPROVALS

ANNEXURE – V

CONSTRUCTION LICENSE

ANNEXURE – VI

COMPLETION CERTIFICATE