

गोवा GOA

Serial No. 87195 Place of St. Vaman Mapusa Date
Value of stamp paper 1000/-
Name of Purchaser Ashok Naik
Residence at Siolim
Signature of Vendor Signature of Purchaser

348355
11/3/16

NOTARY
D. S. PETKAR
BARDEZ,
GOA STATE
Reg. No. 67/95
Expiry Dt.
6/3/18
GOVT. OF GOA (INDIA)

AGREEMENT FOR DEVELOPMENT AND SALE

THIS AGREEMENT FOR DEVELOPMENT AND SALE is made and entered at Mapusa, Within the Jurisdiction of Bardez Taluka and Registration Sub-District of Mapusa , District of North Goa in the State of Goa on this 10th day of March, Two Thousand and Sixteen (10/03/2016.)

BETWEEN

Mr. CECIL GREGORY DE SOUZA, s/o late Mr. Francisco Xavier De Souza alias Salmon de Souza alias Simon Francisco Xavier D'Souza, about 52 years of age, Married, Service, Indian National, folding PAN card bearing no. **BHDPD4584P**, resident of Anandi Apartment, G-3, Block No. 2, Mapusa. Bardez, Goa, and **Mrs. LYNETTE THERESA DE SOUZA,** w/o Mr. Cecil Gregory De Souza, d/o Thomas Miranda, about 51 years of age, Married, Housewife, holding PAN Card bearing No. **BBHPD2246Q**,

For, NAIFER CONSTRUCTIONS
PARTNER

Indian National, resident of Anandi Apartment, G-3, Block No. 2, Mapusa, Bardez, Goa, presently residing at Ontario, canada, through her attorney, **Mr. CECIL GREGORY DE SOUZA,** s/o late Mr. Francisco Xavier De Souza alias Salmon de Souza alias Simon Francisco Xavier D'Souza, about 51 years of age, Married, Service, Indian National, folding PAN card bearing no. **BHDPD4584P**, resident of Anandi Apartment, G-3, Block No. 2, Mapusa, Bardez, Goa, duly constituted, vide Power of Attorney dated: 09/01/2010, executed before the Notary Public Adv. S.J.Sardesai, at Mapusa-Bardez, Goa, under Reg. no. 1264/10, hereinafter referred to as the **'OWNERS/VENDORS'** (which expression shall unless repugnant to the context and meaning shall mean and include their heirs, successors, legal representatives, administrators, executors and assigns) of the **ONE PART**.

AND

NAIFER CONSTRUCTIONS, a partnership Firm registered under the Indian Partnership Act, having PAN Card bearing No. **AAIFN24449L**, with its office at Milagre Building, T.F.1, Morod, Mapusa, Bardez, Goa, and represented herein by its Partners,

MR. ASHOK RAMESH NAIK, s/o late Mr.Ramesh Naik, married, age 36 years, business, Indian National, resident of House No. 493/4A, Siolim, Bardez – Goa, holder of pan card No. **AECPN6513K,** and

MR. ALLAN ALEX FERNANDES, s/o late Mr. Victor Fernandes, age 35 years, married, business, Indian National, resident of House no. 677, Pintos Vaddo, Candolim , Bardez- Goa, holder of Pan Card no. **ABDPF2422K**, hereinafter referred to as the **'PURCHASER/DEVELOPER'** (which expression shall unless repugnant to the context and meaning shall mean and include the respective heirs of the partners, legal representatives, administrators and assigns) of the **SECOND PART**.

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AND

Mr.CARIDADE FRANCISCO DEMELO, son of late Mr. Joao Manvel Demelo, age 55 years, married, business, Indian National, holder of Pan Card no. **BCVPD8368J**, resident of House no. 724/1, Muddo Vaddo, Cansa, Tivim, Bardez - Goa, hereinafter referred to as the **'CONFIRMING PARTY'** (which expression shall unless repugnant to the context and meaning shall mean and include the respective heirs of the partners, legal representatives, administrators and assigns) of the **THIRD PART.**

WHEREAS there existed a property known as "TERCEIRO LOTE DO PREDIO PALMAR also known as BHATGIER, described in the Land Registration Office of Ilhas under No. 3588 at pages 302 of Book B1 new, recorded in the Land revenue Office of Bardez under No. 461, 149 and 126 and surveyed in the old cadastral survey under no. 579 of Nerul village, situated within the limits of the Village Panchayat of Nerul, Taluka and District of Bardez, North-Goa, Goa, hereinafter referred to as the SAID ENTIRE PROPERTY.

WHEREAS there now exists a property presently surveyed in the new survey under survey no. 25 sub division no. 7 of the Village of Nerul, admeasuring 2600 sq. mts., having a house bearing no. 295/1 of the Village Panchayat of Nerul standing thereon, which was earlier one half of the larger property(SAID ENTIRE PROPERTY) known as "TERCEIRO LOTE DO PREDIO PALMAR also known as BHATGIER, described in the Land Registration Office of Ilhas under No. 3588 at pages 302 of Book B1 new, recorded in the Land revenue Office of Bardez under No. 461, 149 and 126 and surveyed in the old cadastral survey under no. 579 of Nerul village, situated within the limits of the Village Panchayat of Nerul, Taluka and Sub-District of Bardez, North-Goa, Goa, more particularly described in the Schedule hereunder written and which shall for brevity's sake be referred to as the 'SAID PROPERTY'.

WHEREAS the SAID ENTIRE PROPERTY originally belonged to late Mr. Domingos Francisco De Souza and his wife late Mrs. Janerin Lilia De Souza, upon whose death, their heirs amicably and jointly entered into a Deed of Partition dated 10-03-1976, in which the SAID ENTIRE PROPERTY, was

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divided between, Mr. Joao Baptista Francisco Xavier De Souza and his wife Mrs. Maria Ema Caetano De Souza, Mr. Francisco Xavier De Souza alias Simon De Souza and his wife Mrs. Escolastica De Souza and Mr. Francisco Xavier Piedade De Souza and his wife Mrs. Maria Amiea Joana Fernandes, the heirs of the late Mr. Domingos Francisco De Souza and his wife late Mrs. Janerin Lilia De Souza, which Deed of Partition dated 10-03-1976, is registered with the Sub-registrar of Bardez, under registration no. 298, of Book No. I, volume no. 103, at pages 134 to 143, on 27-04-1976, in which Deed of Partition dated 10-03-1976, the SAID PROPERTY, which is one half of the SAID ENTIRE PROPERTY, came to be allotted to Mr. Francisco Xavier De Souza alias Simon De Souza and his wife Mrs. Escolastica De Souza.

AND WHEREAS the said Mr. Francisco Xavier De Souza alias Simon De Souza and his wife Mrs. Escolastica De Souza, had only two children/heirs, namely, Mr. Cecil Gregory De Souza and Mrs. Jeanette Lobelle De Souza, which is confirmed by the Deed of Succession dated 28-01-2010, drawn up in the office the Notary Ex-Officio of Bardez, at pages 16 to 17 reverse of the Notary Book of Deeds bearing No. 829.

AND WHEREAS vide a Deed of Gift dated 30-12-1994, registered with the Sub-registrar of Bardez, under registration no.158, at pages 408 to 428, of Book no. I, volume no. 386, on 03-02-1995, the said Mr. Francisco Xavier De Souza alias Simon De Souza and his wife Mrs. Escolastica De Souza, gifted the SAID PROPERTY, equally to both their children, namely, Mr. Cecil Gregory De Souza and Mrs. Jeanette Lobelle De Souza.

AND WHEREAS the said Mrs. Jeanette Lobelle De Souza alias Mrs. Jeanette Lobelle De Souza Menezes and her husband Mr. Brian Eveles Menezes, sold and transferred her half of the SAID PROPERTY, to Mr. Cecil Gregory De Souza and his wife Mrs. Lynette Theresa De Souza, vide a Deed of Sale dated 23-01-2004, registered with the Sub-Registrar of Bardez, under registration no. 2929, at pages 384 to 408, of Book no. I, Volume no. 1384, on 20-10-2004.

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AND WHEREAS the said Cecil Gregory De Souza was earlier married to one Janverina Rozarina Mascarenhas, and his marriage to the said Janverina Rozarina Mascarenhas, was annulled/dissolved on the grounds of adultery and hence the said Janverina Rozarina Mascarenhas, did not acquire any rights, interest or title to the SAID PROPERTY.

WHEREAS the OWNERS Mr. Cecil Gregory De Souza and his wife Mrs. Lynette Theresa De Souza, have represented to the PURCHASER/DEVELOPER that they are the sole, absolute and exclusive owners of the SAID PROPERTY and are also in exclusive possession of the same and there is no other person/s, who can prove a better title to the same.

AND WHEREAS PURCHASER / DEVELOPER intends to develop the "SAID PROPERTY" as per the Scheme of Development approved by the OWNERS and the PURCHASER/DEVELOPER on the "SAID PROPERTY" for construction of Residential Buildings and the OWNERS expressively give their consent, for the same.

The PURCHASER / DEVELOPER intends to sell on ownership basis the Flats proposed to be constructed in the proposed project (hereinafter referred to as the 'said project') alongwith the proportionate undivided rights in the SAID PROPERTY corresponding to the said Flats constructed thereon, by retaining for the OWNERS, the premises agreed to be constructed by the DEVELOPER/PURCHASER, as consideration for the conveyance of the SAID PROPERTY to the DEVELOPER/PURCHASER or its nominee/s, and by retaining the proportionate undivided rights, interest and title to the SAID PROPERTY, corresponding to the builtup area allotted/retained by the OWNERS, in the SAID PROPERTY.

AND WHEREAS the OWNERS and the PURCHASER / DEVELOPER have mutually agreed that the consideration payable by the PURCHASER / DEVELOPER/PURCHASER to the OWNERS for the development, sale and transfer of the SAID PROPERTY described in Schedule I, is agreed as a total

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sum of Rs.20,000/-(Rupees Twenty thousand Only) and 3 Villas of 217.49 sq.mt each and one apartment namely apt. no.102 of super built up area 110.58 sq.mts, having a total built up area of 763.05 sq. mts. (including the incidence of staircases, balconies and car parking area) to be constructed by the PURCHASER / DEVELOPER for the OWNERS at the PURCHASER / DEVELOPER's own cost, which villas and flat, shall jointly be called as the SAID PREMISES and are more clearly described in the Schedule –III herein under written, which SAID PREMISES are totally valued at Rs.74,09,000/- (Rupees Seventy Four Lakhs Nine Thousand Only) and a total built up area of 439.94 sq. mts. (including the incidence of staircases, balconies and car parking area), by way of constructed Flats, to be constructed by the PURCHASER / DEVELOPER for the OWNERS at the PURCHASER / DEVELOPER's own cost, which flats shall jointly be called as the SAID SUPPLEMENTARY PREMISES and are more clearly described in the Schedule –IV herein under written, which SAID SUPPLEMENTARY PREMISES are totally valued at Rs.42,71,000/-(Rupees Forty Two Lakhs Seventy One Thousand Only).

AND WHEREAS the CONFIRMING PARTY has liasoned for the OWNERS with the PURCHASER/DEVELOPER and has concluded this deal of development and sale of the SAID PROPERTY, between the OWNERS and the PURCHASER/DEVELOPER, for which services of the CONFIRMING PARTY, the OWNERS have requested the PURCHASER/DEVELOPER, to directly transfer and convey the SAID SUPPLEMENTARY PREMISES, to the CONFIRMING PARTY, towards the consideration/fee for the services rendered by the CONFIRMING PARTY, to the OWNERS, in concluding this deal, which the PURCHASER/DEVELOPER have agreed to.

AND WHEREAS the parties hereto have amicably decided to put in writing the terms and conditions for the development and sale of the said property, which are as mentioned herein below.

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NOW THEREFORE THIS AGREEMENT OF DEVELOPMENT AND SALE WITNESSES AS FOLLOWS:-

It is now therefore herein agreed that the DEVELOPER/PURCHASER shall develop the SAID PROPERTY of the OWNERS for and alongwith the OWNERS, whereby the DEVELOPER/PURHASER shall construct on the SAID PROPERTY Villas and Flats out of their own funds and the OWNERS shall sell, convey and transfer to the PURCHASER/DEVELOPER and/or to its Nominee and/ or prospective PURCHASERS of Flats, all the rights, interests and title of the OWNERS in the SAID PROPERTY described in schedule I herein below, in consideration of the DEVELOPER/PURCHASER providing/paying to the OWNERS a sum of Rs.20,000/-(Rupees Twenty thousand Only) and part of the development made on the SAID PROPERTY, namely, 3 Villas of 217.49 sq.mts each and one apartment namely apt. no 102 of super built up area 110.58 sq.mts having a total built up area of 763.05 sq. mts(including the incidence of staircase , balconies and car parking area)., which Villas shall jointly be called as the SAID PREMISES described in Schedule III hereunder, which shall be constructed by the PURCHASER/DEVELOPER at its own cost and a total built up area of 439.94 sq. mts. (including the incidence of staircases, balconies and car parking area), by way of constructed Flats, to be constructed by the PURCHASER / DEVELOPER for the CONFIRMING PARTY, on the request and direction of the OWNERS, to be constructed at the PURCHASER / DEVELOPER's own cost, which flats, shall jointly be called as the SAID SUPPLEMENTARY PREMISES and are more clearly described in the Schedule –IV herein under written.

The DEVELOPER/PURCHASER has on this day paid in the hands of the OWNERS a sum of Rs.20,000/-(Rupees Twenty Thousand Only), being part of the consideration for the development and sale of the SAID PROPERTY, vide Cheque bearing no. 272930, Dated:-10/03/2016, drawn on the State Bank of India, Siolim Branch, in favour of the OWNER No.1, the receipt of which the OWNERS do hereby admit and acknowledge and the balance consideration of said premises (three villas and one apartment) to owners and the supplementary premises (flats totally admeasuring 439.94 sq. mts) to the

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confirming party, will be given/paid within 30 months from the date of obtaining Construction Licence for the project.

The parties hereto expressly agree that on the completion of the construction and the development of the SAID PROPERTY, the DEVELOPER/PURHASER shall hand over to the OWNERS the SAID PREMISES, more clearly described in Schedule III hereunder written, which are 3 Villas, admeasuring 217.49sq. mts. each and one apartment namely apt. no 102, admeasuring 110.58 (including the incidence of staircases, balconies, common areas, etc.) total admeasuring area 763.05 sq.mts. alongwith the portion of land beneath and around the said three villas, the three villas and the apartment are marked in red in the plan annexed hereto and the area of land which shall be held by the OWNERS beneath and around the said three villas are marked in green in the plan annexed hereto.

The parties hereto expressly agree that on the completion of the construction and the development of the SAID PROPERTY, the DEVELOPER/PURCHASER shall hand over to the CONFIRMING PARTY the SAID SUPPLEMENTARY PREMISES, more clearly described in Schedule IV hereunder written, comprising of flats, totally admeasuring 439.94 sq. mts. (including the incidence of staircases, balconies, common areas, etc.), and are marked in yellow in the plan annexed hereto, which shall exclusively belong to the CONFIRMING PARTY, once the CONFIRMING PARTY has received possession of the said from the PURCHASER/DEVELOPER and subsequently the OWNERS shall transfer and convey the proportionate undivided rights, interest and title in the SAID PROPERTY corresponding to the SAID SUPPLEMANTARY PREMISES. It is categorically agreed that the role and relationship of the PURCHASER/DEVELOPER and the confirming party, is limited to, the PURCHASER/DEVELOPER, handing over and conveying the SAID SUPPLEMANTARY PREMSIES to the CONFIRMING PARTY.

The parties hereto agree that the entire SAID PROPERTY, except the portion of the SAID PROPERTY marked in green in the plan annexed hereto, shall be owned, held and possessed absolutely and exclusively by the

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PURCHASER/DEVELOPER and / or its Nominee and the OWNERS shall have no right, interest and/or title to the same.

The parties hereto agree that the on completion of the development the rights, interests and title of the OWNERS shall be limited to the three villas marked in red and the area of land marked in green, in the plan annexed hereto.

The OWNERS covenant that the OWNERS are presently the sole, absolute and exclusive owners of the SAID PROPERTY and are in actual physical possession of the same and that there in no encumbrance, claims or demands on the SAID PROPERTY.

The OWNERS covenant that the SAID PROPERTY is not subject matter of any acquisition or litigation.

The OWNERS covenant that the OWNERS have not entered into any agreement or memorandum of understanding with respect to the development or sale of the SAID PROPERTY with any other person/s.

The OWNERS undertake not to enter into any agreement or memorandum of understanding with respect to the development or sale of the SAID PROPERTY with any other person/s, on signing of this agreement.

The OWNERS and CONFIRMING PARTY covenants that the premises mentioned in Schedule II hereunder shall be the premises which shall absolute and exclusively belong to the PURCHASER/DEVELOPER, which shall herein after be referred to as the DEVELOPERS PREMISES. The PURCHASER/DEVELOEPR shall be entitled to freely own, hold, possess and deal with the DEVELOEPRS PREMISES as its wont, without any claims, demands from the OWNERS, CONFIRMING PARTY or any person/s claiming though them. The PURCHASER/DEVELOEPR shall be entitled to sell the DEVLOPERS PREMISES mentioned in schedule II hereunder and appropriate the receipts therefrom, to itself, and for this the PURCHASER/DEVELOEPR is empowered to enter into any Memorandum of understanding, Agreement for construction and sale, Agreement for

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finance of construction and sale , Agreement for sale, Sale deeds and all other necessary deeds and or documents on its wont, without the intervention of the OWNERS or the CONFRIMING PARTY and the OWNERS and COMFIMING PARTY covenants that such deeds and or documents shall be binding on the OWNERS and the CONFIRMING PARTY.

The parties hereto agree and covenant that all property/land/built-up area not mentioned or covered by this agreement, pertaining to the SAID PROPERTY or constructed on the SAID PROPERTY shall be owned and possessed exclusively by the PURCHASER/DEVELOPER except premises mentioned in schedule III and IV. It is further agreed that any increase in FAR of the SAID PROPERTY shall accrue exclusively to the PURCHASER/DEVELOPER.

It is further agreed by the parties hereto as follows:

I. PLANNING AND DEVELOPMENT

a. THE OWNERS hereby permit the PURCHASER / DEVELOPER at their own costs, efforts and expenses, to do all planning, construction, development of the SAID PROPERTY and to appoint/remove Architect, Structural Engineer, Elevation Architect, Model Maker, Licensed Site Engineer, Licensed Plumbing Contractor, Electrical Contractor, clerk, Geologist, Civil Contractor, Labour Contractor etc. and/or appoint agencies for effective planning of the project, layout and to prepare, amend and put up the plans and obtain necessary approval/sanction of the plan/s, layouts from the NGPDA, TCP, Village Panchayat, local, state or central and/or any other concerned authorities and to get the same revised from time to time and to execute, carry out and complete the work of construction and development of the said buildings and also to appoint agencies for maintenance and betterment of the said Project in all respects.

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b. The PURCHASER / DEVELOPER shall pay and discharge all the costs, charges and expenses in relation to the construction and development work including payment of salaries and wages to the personnel and workmen employed, bills of the suppliers of building materials, taxes in respect of the SAID PROPERTY and the construction to be carried on the SAID PROPERTY and/or to fix and to pay the fees, charges, expenses of the Architects, R.C.C. specialists, agencies, Advocates, Consultant and other professionals, whose services are retained in regard to the development of the said project.

II. PREMISES AND CONSIDERATION

a. That the OWNERS have agreed to sell and transfer and convey unto the PURCHASER / DEVELOPERS or its NOMINEE the SAID PROPERTY more particularly described in Schedule –I, on which SAID PROPERTY the PURCHASER/DEVELOPER shall be entitled to construct residential buildings as per the exclusive discretion and choice of the BUILDER / DEVELOPER and further to sell the same to the prospective purchasers, except the SAID PREMISES/SUPPLEMENTARY PREMISES agreed to be allotted to the VENDORS and CONFIRMING PARTY as described in schedule III & IV.

b. The total consideration payable by the BUILDERS/DEVELOPERS to the OWNERS for the development and sale of the SAID PROPERTY described in Schedule I is a total sum of Rs. 20,000/- (Rupees Twenty thousand Only), which is paid in to the OWNERS as mentioned hereinabove and the balance consideration is payable vide 3 Villas, each admeasuring 217.49 sq. mts AND APT. NO 102 ADMEASURING 110.58 SQ.MTS., all jointly and totally admeasuring/ having a total built up area of 763.05 sq. mts. (including the incidence of staircases, balconies and car parking etc.), which 3 Villas, are jointly called as the SAID PREMISES described in Schedule III hereunder which shall be constructed by the

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PURCHASER/DEVELOPER at its own cost, and delivered to the OWNERS on the completion of the said project/ the construction on the SAID PROPERTY, which 3 Villas described in Schedule III hereunder are valued at Rs.74,09,000/- (Rupees Seventy Four Lakhs Nine Thousand Only).

c. The BUILDER / DEVELOPERS at the request of the OWNERS have agreed to allot to the OWNERS the SAID PREMISES having a total built up area of 763.05 (including the incidence of staircases, balconies and car parking etc.), more particularly described in Schedule III and the SUPPLEMENTARY PREMSIES described in schedule IV for the CONFRIMING PARTY on request and instruction of the OWNERS, as consideration for the acquisition of the rights, interest and title to SAID PROPERTY and the PURCHASER/DEVELOPER shall be solely, exclusively and absolutely entitled to a total of 22 flats, having a total built up area of 1854.53 sq. mts. its corresponding undivided rights, interests and title in the SAID PROPERTY, more clearly described in Schedule II hereunder.

d. It is categorically agreed herein that the consideration payable by the PURCHASER/DEVELOEPR for the development and sale of the "SAID PROPERTY" shall be as agreed herein and the same shall not change under any circumstances whatsoever.

III. NAME OF PROJECT

It is agreed by and between the parties that the name of the said project shall be "DE'SOUZA DRIVE" or any other name as may be decided by the DEVELOPER/PURCHASER.

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IV. DELIVERY USE AND MAINTENANCE OF THE SAID PREMISES:

a) The BUILDER / DEVELOPERS shall deliver the possession of the "SAID PREMISES", after obtaining Occupancy Certificate from the Competent Authorities, for use and occupation for the OWNERS within 30 months from the date of obtaining construction licence for the project.

b) The BUILDERS/ DEVELOPERS shall upon receipt of the requisite Occupancy Certificate, by a notice in writing intimate the OWNERS, to take delivery of the "SAID PREMISES" within sixty days from the date of receipt of such notice, failing which the OWNERS shall be deemed to have taken possession and delivery of the "SAID PREMISES", from the date of issue of the Occupancy Certificate, the responsibility / liability for maintenance of the said premises shall be solely of the OWNERS herein. The BUILDERS/ DEVELOPERS upon giving the intimation as stated above, shall be deemed to have completed the "SAID PREMISES" in accordance with the Present Agreement in all manner and as specified and shall not be responsible in any manner whatsoever, if the OWNERS delays taking delivery of the "SAID PREMISES".

c) The PURCHASER /DEVELOPERS shall not incur any liability if they are unable to deliver possession of the "SAID PREMISES" by the date stipulated hereinabove if the completion is delayed by reason of non-availability of steel, sand, and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non- delivery of possession arising out of or as a result of any notice, order, rule or notification/ approval of the Government or any other Public or Competent Authority and Court or for any other reason beyond the control of PURCHASER/ DEVELOPERS and in any of the aforesaid events the PURCHASER /DEVELOPER shall be entitled to an extension of maximum period of 3 months for delivery of possession of the "SAID PREMISES".

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d.) The OWNERS shall use the said Residential Premises only for the purpose of residence or for any purpose which is permissible by the prevailing laws of local authorities, as may be made applicable. The OWNERS shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or which cause a nuisance or inconvenience to the other Premises Purchaser/s in the "said project".

e.) The OWNERS shall from the date of possession maintain the SAID PREMISES, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID PREMISES and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws. The septic tank and soak pit shall be constructed separately for owner premises in the land area allotted to the owners as described in schedule III.

f) The OWNERS/CONFIRMING PARTY shall be entitled to enter into agreement for sale/sale deed of the SAID PREMISES/SUPPLEMENTARY PREMISES with any third parties of their choice to sell the SAID PREMISES/SUPPLEMENTARY PREMISES, upon receiving possession of the SAID PREMISES/SUPPLEMENTARY PREMISES from the PURCHASER/DEVELOPER.

V. DEFECTS / DEFICIENCY - EXTENT OF COVERAGE:

a.) Upon the OWNERS taking delivery of the SAID PREMISES, the OWNERS shall have no claim against the PURCHASER/DEVELOPER regarding any defect in respect of any item of work in the SAID PREMISES which may be alleged not to have been carried out or completed.

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b.) The defect liability period for the structure of the Building including the "SAID PREMISES" under this Agreement, shall be 24 Calendar months from the date of issuance of Occupancy Certificate / handing over possession / written intimation to the OWNERS to take possession of Premises whichever is earlier in point of time. Besides, the coverage of defect liability period, on the part of the PURCHASER/DEVELOPERS shall be confined and limited only to the OWNERS and shall not extend to subsequent transactions, irrespective of the fact whether the said second sale takes place either before or after the stipulated period of 24 months as averred hereinabove wherein the PURCHASER/DEVELOPER shall only be a Confirming Party.

VI. TAXES AND OUTGOINGS:

a.) The OWNERS agree/s to pay to the PURCHASER/DEVELOPER within seven days of demand, such proportionate share of the OWNERS of such charges and/or deposit and/or tax. From the date of taking over possession of the "SAID PREMISES" the OWNERS shall be liable to pay regularly the Property tax and all other taxes, charges, assessments, levies etc by whatever name called, as the owner of the "SAID PREMISES". The PURCHASER /DEVELOPER shall not be responsible for any default in payment of such taxes thereafter. Any levy or tax of any nature including service tax, if levied or becomes due and payable subsequently by the PURCHASER /DEVELOPER or on the Complex "said project" or on individual Flat in "said project" including the "SAID PREMISES" and/or the transaction contemplated herein shall be borne and paid by the OWNERS proportionately to the extent of the super built-up area of the "SAID PREMISES"

b) Any taxes, charges and/or outgoings levied by the Panchayat or any other competent authority for consumption of electricity, and water/sewerage charges, exclusively pertaining to the SAID PREMISES, more clearly described in Schedule – III hereunder

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written, shall be borne by the OWNERS from the date of receiving possession, of the SAID PREMISES, from the PURCHASER/DEVELOPER.

VII. VARIATION IN PLANS, AMALGAMATION/SUB-DIVISION

a) It is hereby specifically agreed and consented to by the OWNERS that the BUILDERS/DEVELOPERS shall be entitled, and also hereby deemed to have been permitted by the OWNERS to make such variations and alterations in the building plans and/or in the layout, Elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the development of Project as a whole before getting the Occupancy Certificate. It is further agreed and consented by the OWNERS that the BUILDERS/DEVELOPERS shall be entitled to amalgamate the " SAID PROPERTY " together and also with one or more adjoining plots or properties for the purpose of Development of the " SAID PROPERTY " including the amalgamated plots/properties into single development scheme or different development scheme and deemed to have been consented by the OWNERS as also the BUILDERS/DEVELOPERS shall be entitled to the sub-division of the " SAID PROPERTY " for effective utilization and the development thereof. The OWNERS hereby give/s their express consent to the above and it shall be considered as consent in writing of the OWNERS required by law.

b.) In the event the OWNERS desires to make any substantial changes or additions within the "SAID PREMISES" to the Standard Specifications, if permitted by the PURCHASERS/DEVELOPERS, subject to the overall approval of the authorities concerned, the OWNERS shall have to pay the additional cost of such changes/additions/alterations and for the purpose of payment it will be considered as an 'extra item of work' and such payments will have to be made in advance and the service tax,

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as applicable, shall be paid by the OWNERS themselves. In such event the PURCHASER/DEVELOPER irrespective of the payment received for carrying out the extra item of work shall be entitled for further, additional sufficient extension of time over and above the time specified above to deliver the possession of the "SAID PREMISES", as changes/additions/alterations requires time and constant personal supervision to monitor the progress of the work.

c) In addition to above it has been made clear to the OWNERS herein and the OWNERS have consented as an end user, that the extra item of work asked for by them other than that mentioned in the agreement and to be executed by the PURCHASER/DEVELOPERS as above, shall only be at the OWNERS sole risk, responsibility and functional efficiency of such changes asked for and the PURCHASER / DEVELOPERS shall not be held responsible or accountable or answerable or called upon either to re-do or replace the same as a 'defective item of work' either in regards to quality or its functional efficiency under any circumstances since such changes carried out at the behest of the OWNERS are a deviation from the standard and time tested design adopted by the PURCHASER /DEVELOPERS, under the scheme of development and all approvals for such changes shall be obtained by the OWNERS at their own costs.

d) In the event the OWNERS, either during the subsistence of this Agreement or after taking over the possession of the "SAID PREMISES" makes any changes or additions in the electrical layout leading to the Increase in the total electrical load over and above the electrical load originally provided by the PURCHASER /DEVELOPERS for the "SAID PREMISES", then in such an event the PURCHASER /DEVELOPERS shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings developing any alleged defects/ deficiencies, either in its quality or performance, and the OWNERS shall be solely responsible for the same at their own risk and cost.

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VIII DISCLOSURES/REPRESENTATIONS/UNDERTAKINGS OF THE OWNERS

The OWNERS do hereby categorically and specifically agree and covenant and declare to the PURCHASER/DEVELOPER as under :

a. That there are no Tenants and/or Mundkars on the SAID PROPERTY.
b. That there is no litigation or acquisition proceedings pending against and in relation to the SAID PROPERTY.
c. That the OWNERS have not entered into any agreement or memorandum with any third party, with respect to the SAID PROPERTY.
d. That there are no legal impediments whatsoever for the OWNERS to enter into this agreement with the PURCHASER/DEVELOPER.
e. That the OWNERS shall not enter into any agreements or memorandums with respect to the SAID PROPERTY.
f. That the SAID PROPERTY is not mortgaged to any bank or financial institution.
g. That there are no claims or demands against the SAID PROPERTY.
h. That there are no encumbrances or liens against the SAID PROPERTY.
i. That the OWNERS agree and undertake to settle all and every issue arising from the ownership and title to the SAID PROPERTY and all claims and demands with respect to the SAID PROPERTY will be dealt with solely by the OWNERS, at their own cost, without any liability or cost to the PURCHASER/DEVELOPER.
j. That the OWNERS shall indemnify and keep indemnified the PURCHASER/DEVELOPER against any loss or liability that may come to be incurred, due to a defect in title of the SAID PROPERTY.
k. That in the event of any claim or demand or litigation against the SAID PROPERTY made/filed, it shall be the sole

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responsibility of the OWNERS to clear and settle the same within a period of two months, without any loss or liability to the PURCHASER/DEVELOPER, from the date of such claim, demand or suit, etc.

a. That the OWNERS shall Co-operate with the PURCHASER/DEVELOPER to complete the entire scheme of development on the SAID PROPERTY.

b. That, the SAID PROPERTY is free from all encumbrances, burden, charges, lien, claim, demand, etc. created by the OWNERS or its predecessor in title and the OWNERS further declare that, till this date they have not received any notice regarding acquisition, requisition, reservations from the local, Government, Semi Government authorities.

c. That the OWNERS are the absolute Owners of the SAID PROPERTY and SAID PROPERTY and no other person/s have / has any right, interest, or title in respect of the SAID PROPERTY and SAID PROPERTY.

d. That the OWNERS undertake not to interfere with or interrupt the process of the construction of the project/development on the SAID PROPERTY or in the SAID PROPERTY.

e. That on signing of this agreement the OWNERS shall have no claim, demand or interest in the SAID PROPERTY or the construction that will be constructed thereon, except for the rights to the SAID PREMISES.

IX. EXECUTION OF DEED OF SALE :

a) All costs, charges, expenses including stamp duty, registration charges, advocate fees /professional charges and any other expenses in connection with the preparation, execution and registration of Deed of Sale and/or other connected matters related to the SAID PREMSIES described in Schedule –III hereunder, in case the OWNERS are selling the SAID PREMISES to any third party shall be borne by the OWNERS. On completion of the said premises, the DEVELOPER is only required to provide

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the OWNERS with a letter of possession alongwith the possession of the SAID PREMISES.

b) All costs, charges, expenses including stamp duty, registration charges, advocate fees /professional charges and any other expenses in connection with the preparation, execution and registration of Deed of Sale and/or other connected matters related to the SAID SUPPLEMENATRY PREMSIES except in case of any third party, described in Schedule –IV hereunder, shall be borne by the PURCHASER DEVELOPERS.

c) The Developer shall be entitled to execute sale deed/s for all the flats and villas (with the exclusion of the SAID PREMISES described in Schedule III and the SAID SUPPLEMENTARY PREMISES described in Schedule IV) alongwith the undivided rights, interest and title in the " SAID PROPERTY " corresponding to the said flats and villas, by joining the OWNERS as parties thereto, and the OWNERS shall execute such deed of sale in favour of the nominee/customer of the PURCHASER/DEVELOPER, of the flats, villas and the undivided proportionate rights, interests and title in the SAID PROPERTY.

d) The OWNERS and the PURCHASER/DEVELOPER do hereby expressly agree and covenant, that the DEVELOPER/PURCHASER shall be entitled to sell all the villas and flats constructed on the SAID PROPERTY, excluding the SAID PREMISES, on ownership basis, alongwith the proportionate undivided rights, interest and title in the SAID PROPERTY corresponding to the said Villas and/or flats and for this the PURCHASER/DEVELOPER is empowered, entitled and permitted to enter into Agreements for Sale, Agreements for Construction Finance and Sale, sale deed/s, memorandum of understanding, etc, with any third parties for the sale of the flats constructed on the " SAID PROPERTY " and to receive

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receive the consideration there under, with or without the intervention of the OWNERS, which is hereby expressly consented to by the OWNERS and the OWNERS shall execute and/or confirm all such agreements/memorandums and or deeds.

e) The OWNERS covenant, agree and undertake to execute necessary deeds, sale deeds, rectification deeds, confirmation deeds, etc. and other agreements, memorandums, and documents for the transfer of the " SAID PROPERTY " or the undivided rights, interests and title in the " SAID PROPERTY" to the PURCHASER/DEVELOPER or its agents or Nominee as may be called upon by the PURCHASER/DEVELOPER, by retaining for themselves the proportionate undivided rights, interests and title in the said property corresponding to the SAID PREMSIES.

f) The OWNERS agree that on receipt of possession of the SAID PREMISES described in schedule III, the OWNERS shall confirm the said receipt of possession, by executing a Declaration/Affidavit, which will be required to be handed over by the OWNERS, to the PURCHASER/DEVELOPER, on the date of taking possession of the SAID PREMISES.

X. GENERAL

a) THE owners AND cconfirming party shall not be liable towards any payments to the PURCHASER/DEVELOPER before and after handing over possession of the premises described in schedule III & IV except towards maintainence deposits and monthly maintainence charges which shall be liable on the CONFIRMING PARTY after taking over possession

b) The PURCHASER/DEVELOPER shall be entitled on execution of this agreement, to enter onto the SAID PROPERTY and start the works of development of the SAID PROPERTY.

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c) The OWNERS and or any person claiming though them shall not interfear with the development works on the SAID PROPERTY or with the PURCHASER/DEVELOPER, their employees and/or prospective purchasers of flats and/or villas in the development on the SAID PROPERTY.

d) PURCHASER/DEVELOPERS shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the "" SAID PROPERTY " "and/or in the" said project i.e. the built up premises in the said project as shown in schedule II, provided it does not in any way affect or prejudice the right of the OWNERS in respect of the "SAID PREMISES/SUPPLEMENTARY PREMISES, which is described in Schedule III and schedule IV hereunder and its corresponding rights in the SAID PROPERTY.

e) The Parties hereto shall be entitled to specific performance of this agreement and time shall be of the essence.

f) The Parties hereto agree that any dispute regarding the terms of this agreement or their interpretation shall be referred to Arbitration, which arbitration shall be conducted by a sole Arbitrator , to be appointed by the PURCHASER/DEVELOPER, who shall conduct the arbitration as per the Indian Arbitration Act, 1996 and the Order/judgment of the said sole Arbitrator on such dispute shall be final and binding on both the parties.

g) The OWNERS address of the parties to this agreement for communication, shall be as mentioned hereinabove. The OWNERS shall also, from time to time notify any change in their address to the PURCHASER/DEVELOPER. Any letters, reminders, notices, documents, papers etc sent at the aforesaid notified address or at the notified changed address by hand delivery or Registered AD or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to the OWNERS.

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h) The OWNERS do hereby give the PURCHASER/DEVELOPER their express and irrevocable consent to mortgage the SAID PROPERTY and / or to raise finance against the SAID PROPERTY, for the purpose of financing the development on the SAID PROPERTY which mortgage shall exclude the SAID PREMISES and SUPPLEMENTARY PREMISES.

i) The OWNERS hereby give/s their express consent to prospective purchaser of Flats to raise any loans against the flats alongwith the proportionate share in the " SAID PROPERTY " in respect of the villas/flats which he/she/it intends to purchase and to charge/mortgage the same with any Bank or Banks or any other Party.

j) The OWNERS are entitled to sell/transfer assign the "SAID PREMISES" described in schedule III in favour of the prospective purchasers, without the written consent of the PURCHASER/DEVELOPER, however the possession of the SAID PREMISES described in schedule III will be handed over only to the OWNERS and to no other person or entity. It is further agreed that the said third party, if any, who acquire any right in any of the villas described under schedule III, shall not be entitled to further transact/transfer the said villa/s, prior to the transfer of possession of the SAID PREMSIES to the OWNERS.

k) It is hereby expressly agreed by the OWNERS that the OWNERS shall not be entitled to execute Conveyance/Sale Deeds with the prospective purchasers of the SAID PREMISES described in Schedule III, prior to the receipt of possession of the SAID PREMISES described in Schedule III. It is further agreed that the DEVELOPER shall not be liable for any claims or demands of

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whatsoever nature, from any third party, with respect to the SAID PREMISES described in schedule III, with whom the OWNERS may enter into any Agreements or Deeds.

m) The OWNERS do hereby categorically agree that all the constructed/built-up area of the premises constructed on the " SAID PROPERTY" shall be that of the exclusive and absolute ownership of the PURCHASER/ PDEVELOPER, the same being constructed by the PURCHASER/DEVELOPER at its own costs and the OWNERS shall have no right or interest to the same and the PURCHASER/DEVELOPER shall be entitled to sell the said constructed/built-up/developed premises constructed on the SAID PROPERTY as their own to any third party and the PURCHASER/DEVELOPER shall be entitled to retain all the receipts from the said sales to itself (except the SAID PREMISES describe in Schedule III and SUPPLEMENTARY PREMISES IN SCHEDULE IV)

n) The OWNERS shall be entitled to the SAID PREMISES subject to and on the OWNERS transferring to the PURCHASER/DEVELOPER and/or its Nominee all the undivided proportionate rights in the SAID PROPERTY mentioned in Schedule II hereunder written by retaining for themselves (OWNERS) the undivided proportionate rights in the SAID PROPERTY corresponding to the SAID PREMSIES described in Schedule III hereunder.

o) The OWNERS shall make available to the DEVELOPER/PURCHASER all the original documents pertaining to the title of the SAID PROPERTY alongwith all the original plans, NOC'S, Permissions, Licenses, etc.when required and requested.

p) The OWNERS shall execute a Power of Attorney in favour of the PURCHASER/DEVELOPER, in order to entitle the PURCHASER/DEVELOPER to sign and execute all applications,

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documents, agreements for sale, sale deeds, etc., for and on behalf of the OWNERS, for the purpose of conveying and selling the flats and or villas to be constructed on the SAID PROPERTY with respect to schedule II

XI. DISPUTES/SETTLEMENT/ LITIGATIONJURISDICTION:

a) In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this agreement, or anything arising out of it, and / or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement, the same shall be submitted for arbitration under the Indian Arbitration Act, 1996, to a sole Arbitrator, to be appointed by the PURCHASER/DEVELOPER and the order/judgment of the said sole Arbitrator shall be final on the said dispute.

b) The parties hereto shall be entitled to specific performance of this agreement.

c) The OWNERS hereto agree that in the event any litigation is commenced against the " SAID PROPERTY " in relation to the title of the OWNERS to the " SAID PROPERTY ", the OWNERS shall settle the said litigation, without any liability to the Developers.

d) The OWNERS hereby permits the PURCHASER / DEVELOPER to put up advertisement boards or hoardings announcing the proposed scheme of development on the " SAID PROPERTY ", for the purpose of development and sale of the villas and flats proposed to be constructed on the SAID PROPERTY.

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XII. STAMP DUTY & REGISTRATION

a. This agreement is being signed on this date before the Notary Public and the parties do hereby confirm the same and it is amicably decided not to have the said agreement registered with the registration department.

b. It is expressly agreed that non registration of this agreement or deficiency of stamp duty shall not render this agreement void and the same shall be enforceable and binding on the parties hereto, and none of the parties shall be entitled to take a plea that this agreement is void or voidable on such grounds.

c. In the event the issue of non registration or insufficiency of stamp duty is raised by any party to this agreement, it shall be the duty and responsibility of PURCHASER/DEVELOPER to make good the said stamp duty and registration, in equal proportions alongwith fines and penalties, if any levied.

XII CONFIRMING PARTY

a. The SAID SUPPLEMENTARY PREMISES shall be handed over and conveyed to the CONFIRMING PARTY, by the PURCHASER/DEVELOPER, within a period of 30 months from the date of obtaining Construction Licence for the project, which SAID SUPPLEMENTARY PREMISES shall be in the form of Flats, the location and are of which shall be decided by the PURCHASER/DEVELOPER and the CONFIRMING PARTY.

b. The SAID SUPPLEMENTARY PREMISES, to be conveyed to the CONFIRMING PARTY, is towards the consideration for services rendered by the CONFIRMING PARTY to the OWNERS.

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and convey/transfer of the SAID SUPPLEMENTARY PREMISES to the CONFIRMING PARTY AS PER THE SPECIFICATIONS MENTIONED IN SCHEDULE VI.

d. The CONFIRMING PARTY does not have any rights, interest or title of whatsoever nature to the SAID PROPERTY.

e. The CONFIRMING BPARTY shall not be entitled to raise any claims or demands against the PURCHASER/DEVELOPER.

f. The CONFIRMING PARTRY agrees to be a part of any maintenance or housing society that may be formed by the PURCHASER/DEVELOPER of the flat owners and agree to sign and execute all necessary deeds and documents in this regard.

g. The CONFIRMING PARTY does hereby covenant to contribute and pay towards the Maintenance Fund and towards the Monthly Maintenance of the SAID SUPPLEMENTARY PREMISES.

h. The CONFIRMING PARTY agrees to all the terms and conditions of this agreement.

i. The OWNERS does hereby confirms the transfer and conveyance of the SAID SUPLLEMENTARY PREMISES to the CONFIRMING PARTY and undertakes not to lay any claims or demands against the SAID SUPPLEMENTARTY PREMISES.

j. It is also agreed by the PURCHASER/DEVELOPER that the existing old house belongs to the OWNER, and he shall be free to take back any material present in it before demolition of the same.

XII The OWNER may nominate a person to coordinate the work of the SAID PREMISES, intimation of the name address and personal details of such person to be given to the DEVELOPER in writing, and it shall be binding on the DEVELOPER to intimate such person of the

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stages of progress of the work of the SAID PREMSIES and SUPPLEMENTARY PREMISES.

The OWNERS of the SAID PROPERTY do not belong to schedule caste or tribe in terms of Notification No: RD/LND/LRC/318/77 dated 21.8.1978 published in Official Gazette Series II No: 21 dated 24.8.1978.

SCHEDULE

[SAID PROPERTY]

ALL THAT PROPERTY known as "TERCEIRO LOTE DO PREDIO PALMAR also known as BHATGIER, described in the Land Registration Office of Ilhas under No. 3588 at pages 302 of Book B1 new of Bardez, recorded in the Land revenue Office of Bardez under No. 461, 149 and 126 and surveyed in the old cadastral survey under no. 579 of Nerul village, presently surveyed in the new survey under survey no. 25 sub division no. 7 of the Village of Nerul, admeasuring 2600 sq. mts., situated within the limits of the Village Panchayat of Nerul, Taluka and Sub-District of Bardez, North-Goa, Goa, and bounded as under:

EAST:- by a Public Road;

WEST:- by the property bearing survey no.27/12 & 27/13,

NORTH:- by the property bearing survey no.25/6,

SOUTH:- by property bearing survey no.25/7-A .

For,
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SCHEDULE II

(PURCHASER/ DEVELOPER PREMISES)

APT. NO 101:- 96.36 SQ.MTS
APT. NO 103:- 67.47 SQ.MTS
APT. NO 104:- 75.56 SQ.MTS
APT. NO 105:- 71.11 SQ. MTS
APT. NO 106:- 70.87 SQ.MTS
APT. NO 107:- 118.21 SQ.MTS
APT. NO 201:- 108.20 SQ.MTS
APT. NO 203:- 67.47 SQ.MTS
APT. NO 204:- 75.56 SQ.MTS
APT. NO 205:- 71.11 SQ.MTS.
APT. NO 206:- 70.87 SQ.MTS.
APT. N0 207:- 118.21 SQ.MTS.
APT. NO 301:- 108.20 SQ.MTS.
APT. NO 303:- 67.47 SQ.MTS.
APT. NO 304:- 75.56 SQ.MTS.
APT. NO 305:- 71.11 SQ.MTS.
APT. NO 306:- 70.87 SQ.MTS.
APT. NO 307:- 118.21 SQ.MTS.
APT. NO 403:- 67.47 SQ.MTS.
APT. NO 404:- 75.56 SQ.MTS.
APT. NO 405:- 70.87 SQ.MTS.
APT. NO 406:- 118.21 SQ.MTS.

TOTAL SUPER BUILT UP AREA:- 1854.53 SQ.MTS.

For,
NAIFER CONSTRUCTIONS

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SCHEDULE III

(SAID PREMISES)

VILLA- A, B & C EACH HAVING BUILT UP AREA OF 217.49 SQ. MTS AND APT. NO 102 ADMEASURING 110.58 SQ.MTS SUPER BUILT UP AREA (which shall include incidence of balconies, staircase, car park, lifts etc), TOTAL ADMEASURING AREA 763.05 SQ.MTS., which is marked in Red in attached plans and land surrounding the Villa which is marked in Green.

The specification of the Villas shall be as mentioned in schedule V and the specification of the Flats shall be as mentioned in schedule VI.

SCHEDULE IV

(SUPPLEMENTARY PREMISES)

APT NO 202:- 110.58 SQ.MTS.

APT. NO 302:- 110.58 SQ.MTS.

APT. NO 401:- 108.20 SQ.MTS.

APT. NO 402:- 110.58 SQ.MTS.

TOTAL SUPER BUILT UP AREA:- 439.94 SQ.MTS.

For,
NAIFER CONSTRUCTIONS

PARTNER

SCHEDULE V
(SPECIFICATION OF VILLAS)
SPECIFICATIONS

(a) **STRUCTURE:**

It is R.C.C framed structure of Columns, Beams and Slabs. The internal partitions Walls will be of 4" LATERITE masonry and the external walls will be of 23 cms LATERITE masonry. All Plinth work will be in laterite masonry.

(b) PLASTERS:

External plaster will be double coat sand faced cement plaster with cement paint. Walls and Ceiling and Internal plaster will be single coat Gypsum plaster.

(c) **FLOORING:**

The floors will be "24 x 24" vitrified tiles for Hall/Kitchen/Bedrooms. Bathroom floor will have Ceramic tiles. The average basic cost of flooring and dado tiles at Rs.550/- per square meter. Flooring for the flat will be of Vitrified tiles. Bathrooms shall be provided with full height dado tiles.

(d) INTERNAL PAINT:

Acrylic washable paint for interior surfaces.

(e) EXTERNAL PAINT:

All External surfaces will have waterproof emulsion paint.

(f) Windows

All windows on shall be of teak wood and glass panelled openable type with 5mm clear glass.

(g) Doors.

Main Door and bedroom doors shall be of Teakwood . bathroom shall have pvc laminated doors

French Door shall be of teakwood make with full glazing .

For, NAIFER CONSTRUCTIONS

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(h) Plumbing

High end quality Fixtures from kohler make and Sanitary ware fixtures of kohler.make. mirrors shall be provided over wash basins in all bathrooms. Wash basins shall be of counter sunk type with marble counter.geyser provision shall be made in all bathrooms.

(i) Kitchen

Kitchens shall be provided with drain board sink and granite counter. The counter shall be 30" wide and of 36" height. Dado shall be of ceramic tiles upto a height of 24". Teak wood kitchen cabinetry of teak wood shall be provided. 4 to 5 burner with chimney shall be provided.

(j) Roofing

All R.C.C roof slabs shall be covered by Maintenance free galvanium sheet roofing .

(k) ELECTRICAL INSTALLATION:

The electrical points shall be provided as per the attached plan

Wire: Polycab/Kundan cab/Rallison

Switches: Modular (signature SSK series) The installation will be in concealed P.V.C pipes as per the specifications of Electricity Dept. All wiring to be in best quality cable concealed in walls and slabs. All lights, fans and fridge to be provisioned to run on the inverter.

(L) 12 mm grills as per design selected by owner to be provided for all windows and 18 mm grills main and rear door.

(M) 1.5 ton a.c for living room, 1.5 ton a.c for dining area and 1.0 ton a.c for each bedroom shall be provided.

(N) all bedroom shall be provided with wardrobes.

(O) solar heaters shall be provided for each villa .

(P) all staircases shall have railings with wooden hand rail.

For, NAIFER CONSTRUCTIONS

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(Q) all wall hung w.c's shall be fitted to a height of 20" from floor level.

(R) all 15 & 5 amp. Electrical switches to be with light indicators.

SCHEDULE VI
(SPECIFICATION OF FLATS)
SPECIFICATIONS

(a) **STRUCTURE:**

It is R.C.C framed structure of Columns, Beams and Slabs. The internal partitions Walls will be of 4" block masonry and the external walls will be of 23 cms block masonry. All Plinth work will be in laterite rubble masonry/cement block masonry.

(b) PLASTERS:

External plaster will be double coat sand faced cement plaster with cement paint. Walls and Ceiling and Internal plaster will be single coat Gypsum plaster.

(c) **FLOORING:**

The floors will be "24 x 24" vitrified tiles for Hall/Kitchen/Bedrooms. Staircase and landing will be Tandoor stone including risers . Bathroom floor will have Ceramic tiles. The average basic cost of flooring and dado tiles at Rs.550/- per square meter. Flooring for the flat will be of Vitrified tiles.

(d) INTERNAL PAINT:

Acrylic washable paint for interior surfaces.

(e) EXTERNAL PAINT:

All External surfaces will have waterproof emulsion paint.

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(f) Windows

All windows on shall be alluminium powdercoated make sliding with 5mm clear glass.

(g) Doors.

Main Door shall be of Designer Teakwood and veneer finished internal doors.

French Door shall be of UPVC make with full glazing leading from the living room and bedrooms.

(h) Plumbing

High end quality Fixtures from Jaguar / Hindware/Kholer

and Sanitary ware fixtures of Hindware/Kholer.

(i) Kitchen

Kitchens shall be provided with drain board sink and granite counter.

(j) Roofing

All R.C.C roof slabs shall be covered by Maintenance free galvanium sheet roofing .

(k) ELECTRICAL INSTALLATION:

Wire: havells/ anchor/ polycab make

Switches: Modular (Havells/Crabtree or Equivalent.) The installation will be in concealed P.V.C pipes as per the specifications of Electricity Dept. All wiring to be in best quality cable concealed in walls and slabs. :

For, NAIFER CONSTRUCTIONS

PARTNER

(1) THE VENDORS / OWNERS:



1. _____

Mr. CECIL GREGORY DE SOUZA

For Self & as Attorney of Mrs. LYNETTE THERESA DE SOUZA,

	L.H.F. Prints	R.H.F. Prints
1.		
2.		
3.		
4.		
5.		

For, NAIFER CONSTRUCTIONS

PARTNER

(2) THE DEVELOPERS/PURCHASERS:

M/s. NAIFER CONSTRUCTIONS,

For, NAIFER CONSTRUCTIONS

PARTNER



a. _____

Mr. ASHOK RAMESH NAIK

	L.H.F. Prints	R.H.F. Prints
1.		
2.		
3.		
4.		
5.		

For, NAIFER CONSTRUCTIONS

PARTNER

(2) THE DEVELOPERS/PURCHASERS:

M/s. NAIFER CONSTRUCTIONS,

For, NAIFER CONSTRUCTIONS

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b. _____

Mr. ALLAN ALEX FERNANDES

	L.H.F. Prints	R.H.F. Prints
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

For, NAIFER CONSTRUCTIONS

PARTNER

THE CONFIRMING PARTY:



3. _____

Mr.CARIDADE FRANCISCO DEMELO

L.H.F. Prints	R.H.F. Prints
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

For, NAIFER CONSTRUCTIONS

PARTNER

WITNESSES :

1. _____
(MR. RAHUL ARLEKAR)

2. _____
(Miss Vidhya Gaonkar)



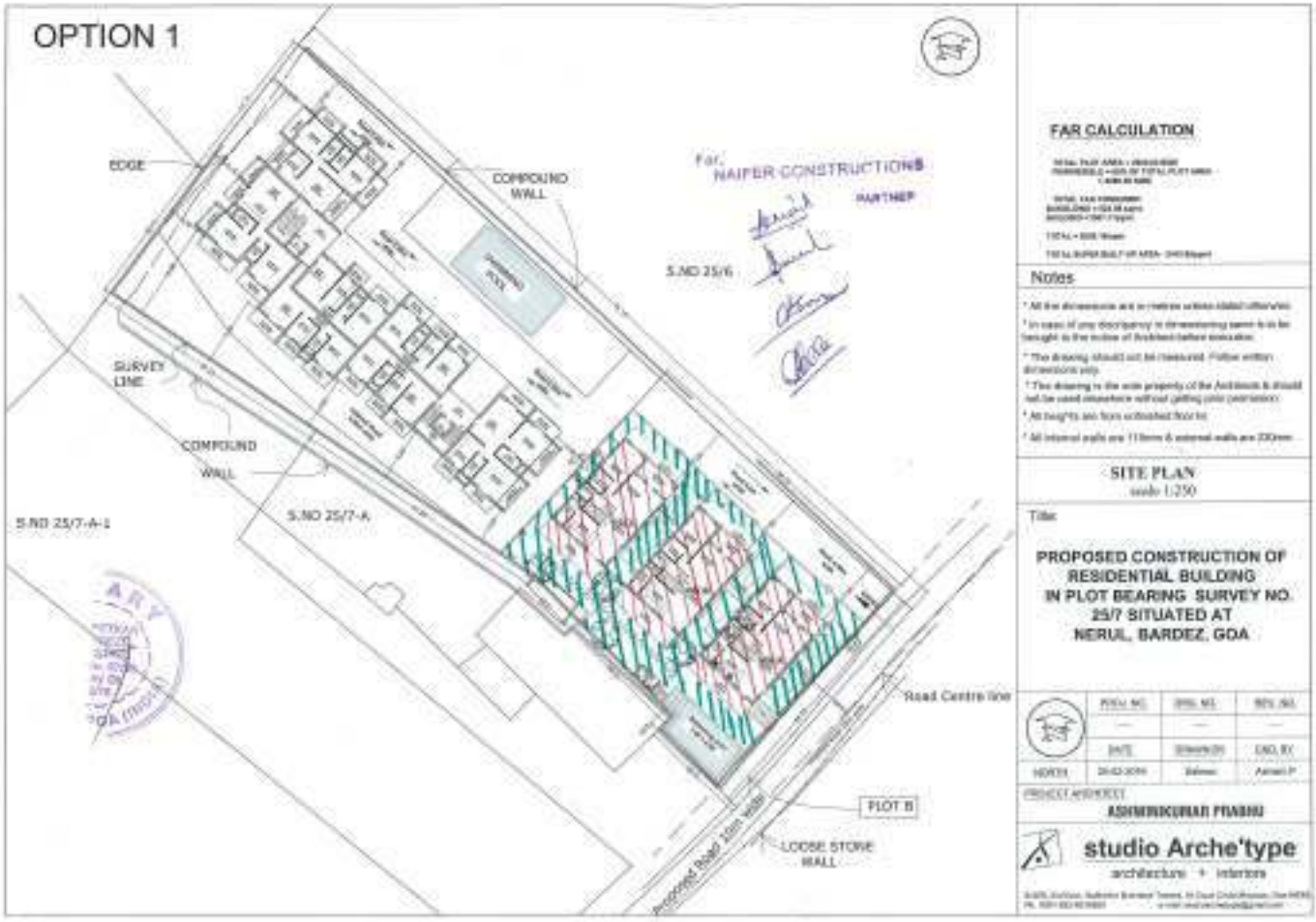
FER CONSTRUCTIONS

PARTNER



I attest the sign/signs of the party/parties on agreement / ~~M.O.U~~ for Development & Sale Mapusa Date: 10/3/2016

D. S. PETKAR
B. A. L. L. B
Notary Reg No. 67/95
Sr. No: 527/2016



FAR CALCULATION

Notes

* All the dimensions are in metres unless stated otherwise.
* In case of any discrepancy in the measuring work is to be brought to the notice of Architect before execution.
* The drawing should not be measured. Follow written dimensions only.
* The drawing is the sole property of the Architects & should not be used elsewhere without getting prior permission.
* All heights are from estimated floor to.
* All internal walls are 115mm & external walls are 230mm.

SITE PLAN
scale 1:250

Title:

PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING IN PLOT BEARING SURVEY NO. 25/7 SITUATED AT NERUL, BARDEZ, GOA

	DATE		CAD, BY
NORTH			

PROJECT ARCHITECT
ASHWINKUMAR PINJANI

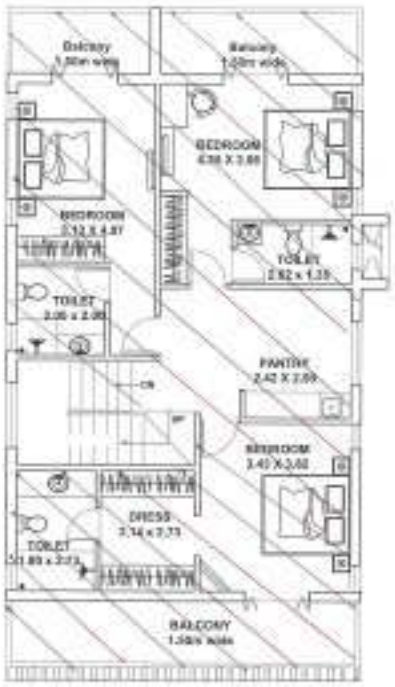
studio Arche'type
architecture + interiors

VILLA - A



GROUND FLOOR

GROUND FLOOR	
BUILT UP AREA	68.08 sq m



FIRST FLOOR

FIRST FLOOR	
BUILT UP AREA	120.55 sq m

For, NAIPER CONSTRUCTIONS

PARTNER

Notes

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* The drawing is the sole property of the Architects & should not be used elsewhere without getting prior permission.
* All external walls are 115mm & external walls are 230mm.

GROUND / FIRST FLOOR PLAN

Title:

PROPOSED CONSTRUCTION OF
RESIDENTIAL BUILDING
IN PLOT BEARING SURVEY NO. 257
SITUATED AT
REIVIL, BARDEZ, GOA

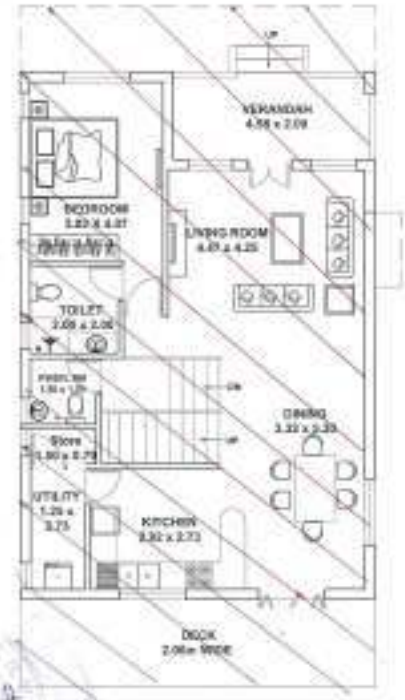
	PROJ. NO.	DRG. NO.	REV. NO.
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	DATE	Designed by	Drn. by
NORTH	20 - 02 - 2018	Salman	Ashwini. V

PROJECT MANAGER

ASHWINIKUMAR PRABHU

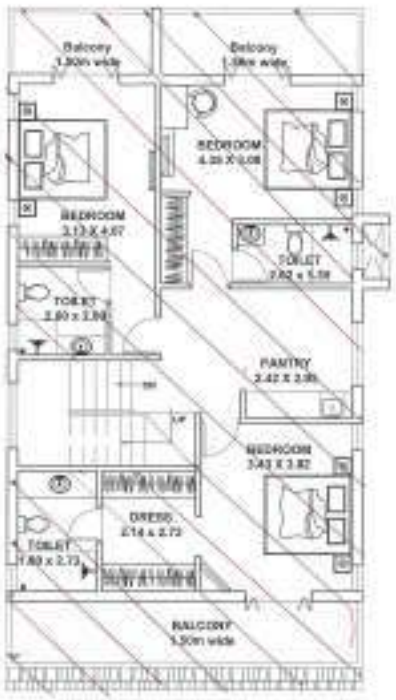
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architecture + interiors

VILLA - B & C



GROUND FLOOR

GROUND FLOOR	
BUILT UP AREA	58.80 sq.m



FIRST FLOOR

FIRST FLOOR	
BUILT UP AREA	126.83 sq.m

For, NAIFER CONSTRUCTIONS

PARTNER

Notes

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2 In case of any discrepancy in dimensioning same is to be brought to the notice of Architect before execution.

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4 This drawing is the sole property of the Architect & should not be used elsewhere without getting prior permission.

5 All external walls are 115mm & internal walls are 230mm.

GROUND / FIRST FLOOR PLAN

Title: PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING IN PLOT BEARING SURVEY NO. 25/7 SITUATED AT NERUL, BARDEZ, GOA

	PROJ. NO.	DWG. NO.	REV. NO.
	---	---	---
	DATE	DRAWN BY	CHD. BY
NORTH	24 - 02 - 2018	Sabina	Ashwin. P

PROJECT ARCHITECT: ASHWINKUMAR PRABHU

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GROUND FLOOR

For, NAIFER CONSTRUCTIONS

PARTNER

ELECTRICAL FITTINGS	SWITCH BOXES MOUNTING HEIGHTS
DND	

Notes

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GROUND FLOOR
ELECTRICAL PLAN

Title:

PROPOSED CONSTRUCTION OF
RESIDENTIAL BUILDING
IN PLOT BEARING SURVEY NO.120
SITUATED AT
NERUL, BARDEZ, GOA

	PROJ. NO.	DRG. NO.	REV. NO.
	DATE	DRAWN BY	CHD. BY
SCALE	11 - 03 - 2016	Sameer	Ashwin H

PROJECT ARCHITECT

ASHWINKUMAR PRABHU

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FIRST FLOOR

For, NAIFER CONSTRUCTIONS

PARTNER

ELECTRICAL FITTINGS		SWITCH BOXES MOUNTING HEIGHTS
	MAIN DISTRIBUTION BOARD	
	SWITCH BOARD	

Notes

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FIRST FLOOR
ELECTRICAL PLAN
scale 1:100

Title

PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING ON PLOT BEARING SURVEY NO. 257 SITUATED AT KERUL, MANGOLI, GOA.

	PROJ. NO.	DRG. NO.	REV. NO.
	—	—	—
	DATE	DRAWN BY	CHD. BY
HOUSE	11 - 03 - 2016	Ashwini	Ashwini P.

PROJECT ARCHITECT

ASHWINIKUMAR PRABHU

studio Arche'type
architecture + interiors

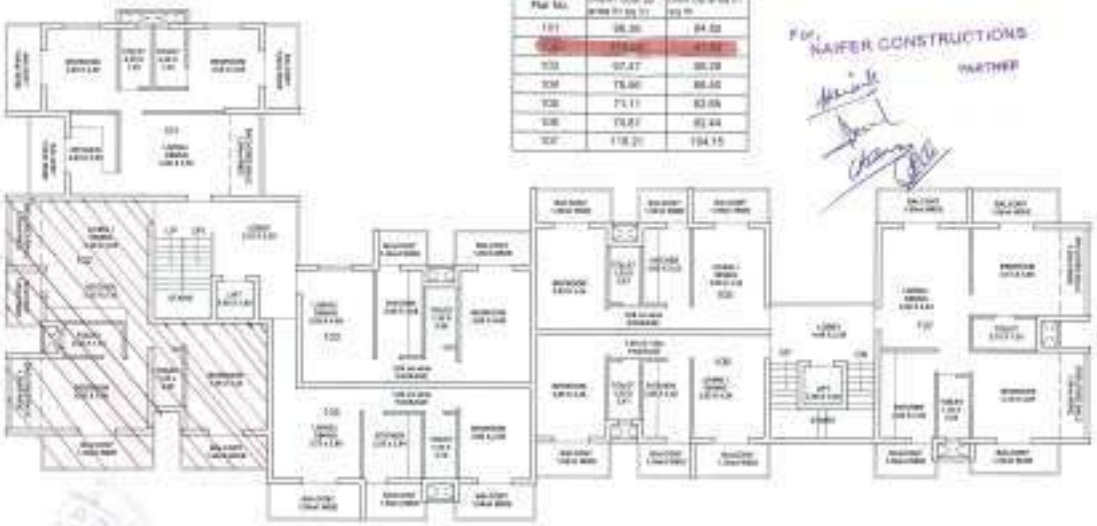
H.NO. 1st Floor, Siddarth Enclave Colony, 1st Cross Church Road, Dona Paula Goa 403004
Ph: (0832) 2452 567/568 e-mail: ar.ashwini.prabhu@gmail.com

OPTION 1

Area calculation - Upper Ground floor	
Flat No.	Super built up area in sq.ft.
101	98.36
102	97.47
103	75.90
104	73.11
105	73.87
106	116.21

FOR NAIFER CONSTRUCTIONS

PARTNER



Upper Ground Floor Plan

Scale:- 1:100

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- All heights are from unfinished floor to.
- All internal walls are 115mm & external walls are 230mm.

PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING IN PLOT BEARING SURVEY NO. 25/7 SITUATED AT NERUL, BARDEZ, GOA

	PROJ. NO.	DRG. NO.	REV. NO.
	DATE	DRAWN BY	CHK. BY
SCALE	23 Dec 2015	Sabbir	Ashwin P

PROJECT ARCHITECT

ASHWINKUMAR PRABHU

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architecture + interiors

G-3, First Floor, Shreeraj Apartments, Nr. Mandovi Motors, Panjim, Goa 403001.
Ph. (0832) 6524451 / 2220 e-mail: studioarchetype@gmail.com

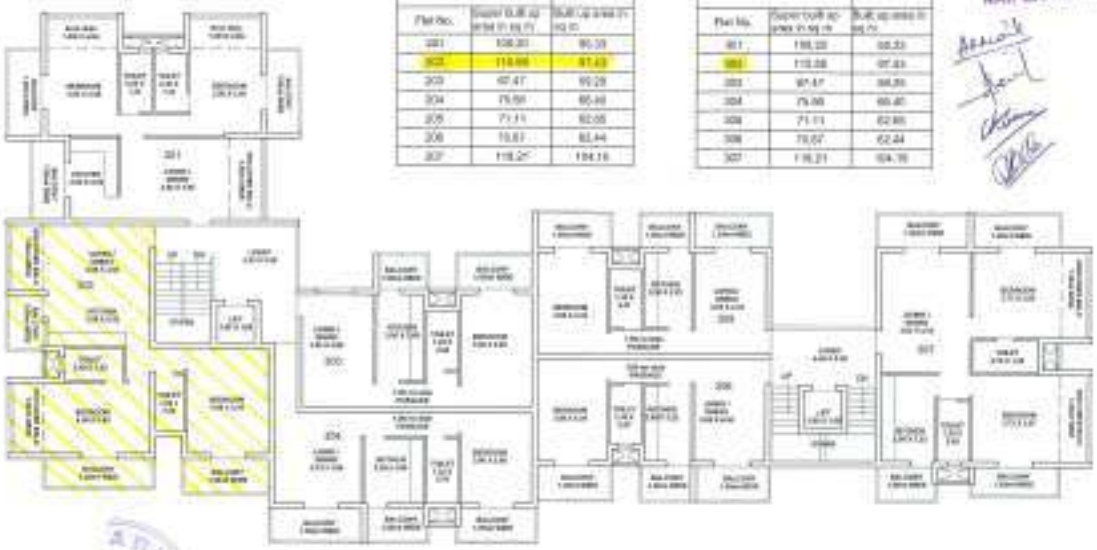
OPTION 1

Area calculation - First Floor		
Flat No.	Super built up area (in sq.ft)	Built up area (in sq.ft)
201	108.20	90.28
202	118.68	97.43
203	97.47	80.29
204	79.59	65.48
205	71.11	62.65
206	70.67	62.44
207	116.21	104.16

Area calculation - Second Floor		
Flat No.	Super built up area (in sq.ft)	Built up area (in sq.ft)
301	108.20	90.28
302	118.68	97.43
303	97.47	80.29
304	79.59	65.48
305	71.11	62.65
306	70.67	62.44
307	116.21	104.16

For, NAIFER CONSTRUCTIONS

PARTNER



Typical Floor Plan
1st, 2nd

Scale:- 1:100

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* All heights are from unfinished floor to.
* All internal walls are 115mm & external walls are 230mm.

PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING IN PLOT BEARING SURVEY NO. 25/7 SITUATED AT NERUL, BARDEZ, GOA

	PROJ. NO.	DRG. NO.	REV. NO.
	-	-	-
	DATE	DRAWN BY	CHK. BY
NORTH	23 Dec 2019	Salman	Ashwin. P

PROJECT ARCHITECT

ASHWINKUMAR PRABHU

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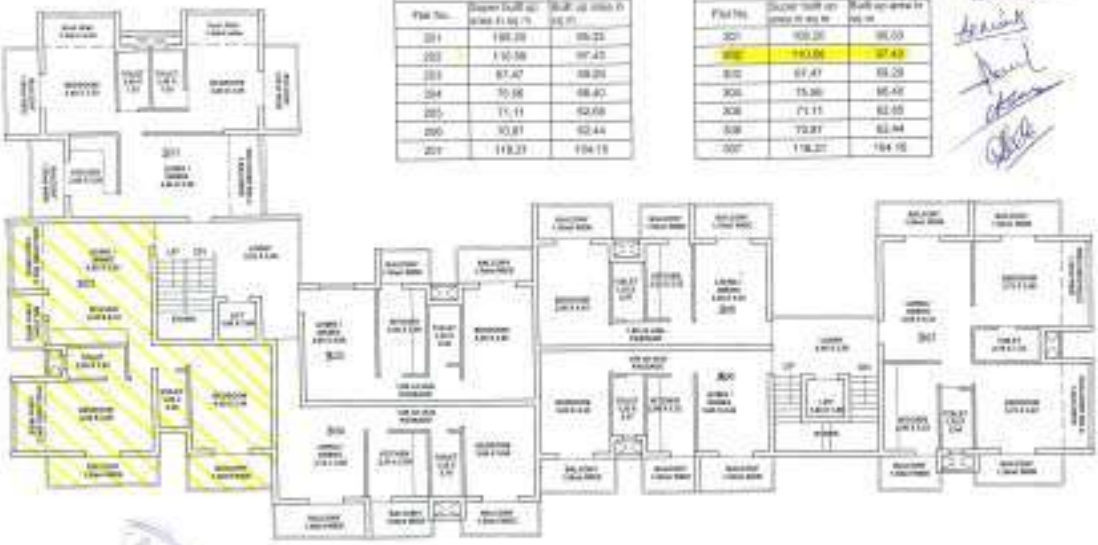
OPTION 1

Area calculation - First Floor		
Flat No.	Super built up area in sq.ft.	Built up area in sq.ft.
201	166.29	99.23
202	110.56	97.43
203	67.47	69.29
204	70.98	68.40
205	71.11	62.68
206	70.81	62.44
207	118.21	104.15

Area calculation - Second Floor		
Flat No.	Super built up area in sq.m.	Built up area in sq.m.
301	103.29	95.03
302	110.56	97.43
303	67.47	69.29
304	70.98	68.40
305	71.11	62.68
306	70.81	62.44
307	118.21	104.15

For, NAIPER CONSTRUCTIONS

PARTNER



Typical Floor Plan 1st, 2nd

Scale:- 1:100

Notes

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- All heights are from unfinished floor lvl.
- All internal walls are 115mm & external walls are 230mm.

PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING IN PLOT BEARING SURVEY NO. 25/7 SITUATED AT NERUL, BARDEZ, GOA

	DRGS. NO.	REV. NO.	
	-	-	
DATE	DRAWN BY	CHD. BY	
REVISN	23 Dec 2015	Sukrati	Ashwin. P

PROJECT ARCHITECT

ASHWINKUMAR PRABHU

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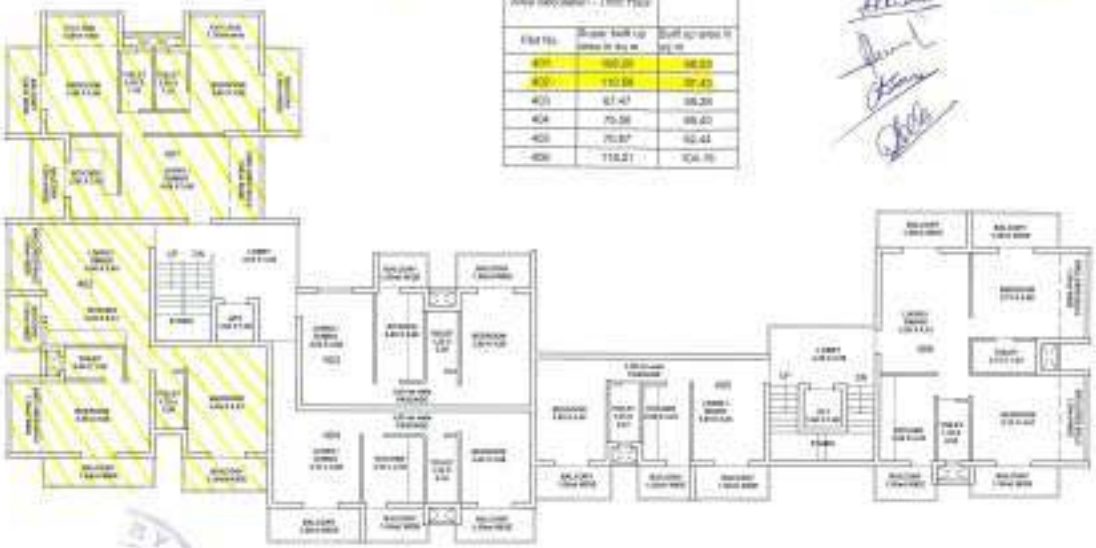
architecture + interiors

OPTION 1

Area calculation - Third Floor	
Flat No.	Super built up area in sq.m
401	100.29
402	110.59
403	67.47
404	70.58
405	70.87
406	118.21

For, NAYER CONSTRUCTIONS

PARTNER



Third Floor Plan

Scale:- 1:100

Notes

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* All heights are from undivided floor lvl.
* All internal walls are 115mm & external walls are 230mm

PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING IN PLOT BEARING SURVEY NO. 25/7 SITUATED AT NERUL, BARDEZ, GOA

	PROJ. NO.	DWG. NO.	REV. NO.
	-	-	-
DATE	DRAWN BY	CHD. BY	
SCALE	23 Dec 2019	Salman	Ashwin. P

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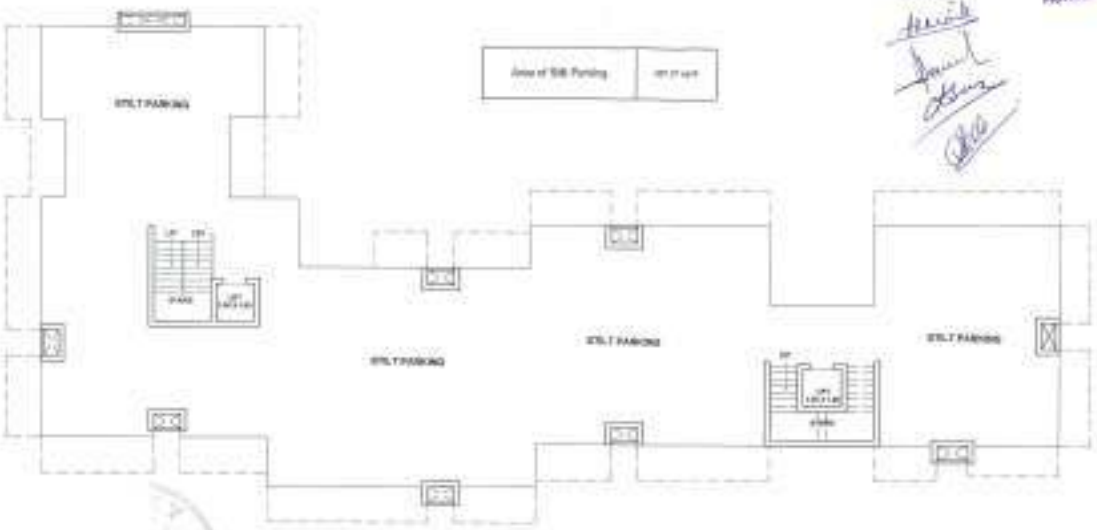
architecture + interiors

G/6, Third Floor, Fatima Apartments, Opp. Municipal Market, Panjim, Goa-403001
Ph. 2461450/9011121220
email: architecturetype@gmail.com

OPTION 1

For, NAIFER CONSTRUCTIONS

PARTNER



Stilt Floor Plan

Scale:- 1:100

Notes

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PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING IN PLOT BEARING SURVEY NO. 25/7 SITUATED AT NERUL, BARDEZ, GOA

	PROJ. NO.	DRG. NO.	REV. NO.
			-
	DATE	DRAWN BY	CHD. BY
NORTH	23 Dec 2015	Sabrish	Ashwin. P

PROJECT ARCHITECT

ASHWINKUMAR PRABHU

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