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Serial No. 23321 place of St. Vennd Mapusa Date

301139
18/1/16

Value of stamp paper 1000/-

Name of Purchaser Ashok Naik

Residence at Siolim Son of _____

Signature of Vendor _____ Signature of Purchaser _____

C. J. PAVDIT - LIC NO. ACISTP/VENND/2003

AGREEMENT FOR DEVELOPMENT AND SALE

THIS AGREEMENT FOR DEVELOPMENT AND SALE is made and entered at Mapusa, Within the Jurisdiction of Mapusa, Bardez Taluka and Registration Sub-District of Mapusa, District of North - Goa in the State of Goa, on this 19th day of January, Two Thousand and Sixteen (19/01/2016);

BETWEEN

1. We, Mrs. GODAVARIBAI RAMESH NAIK, w/o late Mr. Ramesh Vassudev Naik, 67 years of age, Widow, Occupation-Household activities, Indian National, holding PAN Card No. AKIPN7378N, and
2. Mr. VASSUDEV RAMESH NAIK, s/o late Mr. Ramesh Vassudev Naik, 30 years of age, Unmarried, Service, Indian National, holding PAN Card No. AYIPN8873G, both residents of H. No. 956/b, Tarchi Bhat, Siolim, Bardez, Goa,
3. MR. ASHOK RAMESH NAIK, s/o late Ramesh V. Naik, married, age 36 years, business, Indian National, holder of PAN Card No. AECPN6513K, and his wife,
4. Mrs. NORA ASHOK NAIK, w/o Mr. Ashok Ramesh Naik, 34 years of age, Married, Service, Indian National, holding PAN Card

For,
NAIFER CONSTRUCTIONS

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Partner
PARTNER

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No. **AGTPN4876G**, both residents of House No. 493/4A. Tarchibhat, Siolim, Bardez – Goa, hereinafter referred to as the ‘OWNERS’ (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 No. **AAIFN2449L**, 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 Ramesh V. 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 OTHER PART.

AND WHEREAS the OWNER no. 1 and 2 are represented herein by their attorney **MR. ASHOK RAMESH NAIK**, s/o late Ramesh V. Naik, married, age 36 years, business, Indian National, resident of House No. 493/4A. Siolim, Bardez – Goa, holder of PAN Card No. **AECPN6513K**, duly constituted vide power of attorney dated 04/11/2015, executed before the Sub – Registrar Office, at Mapusa, Bardez, Under Reg. No. **BRZ-BKPOA-00060-2015**.

AND WHEREAS the OWNER no. 4 is represented herein by her attorney **MR. ASHOK RAMESH NAIK**, s/o late Ramesh V. Naik, married, age 36 years, business, Indian National, resident of House No. 493/4A. Siolim, Bardez – Goa, holder of PAN Card No. **AECPN6513K**, duly constituted vide power of attorney dated 06/09/2010, executed before the Notary Public Adv.N.S.POROB, at Mapusa, Bardez, and registered under Serial No. **8345/2010**.

WHEREAS there exists an immovable property known as “TARICHE BHAT”, hereinafter referred to as the SAID PROPERTY, more clearly described in the Schedule I hereunder written.

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WHEREAS the OWNERS 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 on the " SAID PROPERTY " for construction of Residential Buildings and the OWNERS expressly give their consent, for the same.

The PURCHASER / DEVELOPER intends to sell by allotting on ownership basis the Flats proposed to be constructed in the proposed project (hereinafter referred to as the 'said project') along with 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, 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 to the OWNERS for the sale and transfer of the SAID PROPERTY described in Schedule I is a total sum of Rs.20,000/- (Rupees Twenty thousand Only) and 4 flats having a total built up area of 428.48 sq. mts. (including the incidence of staircases, balconies and car parking are) 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 PREMISES and are more clearly described in the Schedule –II herein under written, which SAID PREMISES are totally valued at Rs.1,28,54,000/- (Rupees One Crore Twenty Eight Lakhs Fifty Four Thousands Only).



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

It is now therefore herein agreed that the OWNERS shall sell, convey and transfer to the PURCHASER/DEVELOPER all the rights, interests and title in the SAID PROPERTY described in schedule I herein below, in consideration of a sum of Rs.20,000/-(Rupees Twenty thousand Only) and 4 flats having a total built up area of 428.48 sq. mts. (including the incidence of staircases, balconies and car parking etc.), which flats shall jointly be called as the SAID PREMISES described in Schedule II hereunder which shall be constructed by the PURCHASER/DEVELOPER at its own cost, subject to and after retaining for the OWNERS the proportionate undivided rights, interests and title corresponding to the SAID PREMISES, (which

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proportionate undivided rights in the SAID PROPERTIES corresponding to the SAID PREMISES shall be retained by the VENDORS).

The OWNERS covenant that the OWNERS are the sole, absolute and exclusive owners of the SAID PROEPRTY 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 SAIDS 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 SAIDS PROPERTY with any other person/s, during the subsistence of this agreement.

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.

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



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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, commercial buildings or any other premises 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 agreed to be allotted to the VENDORS.

b. The consideration payable by the BUILDERS/DEVELOPERS to the OWNERS for 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 vide cheque bearing No. 134063, dated 19/01/2016, drawn on the Axis Bank, Mapusa Branch, and the balance consideration is payable vide 4 flats having a total built up area of 428.48 sq. mts. (including the incidence of staircases, balconies and car parking etc.), which flats, are jointly called as the SAID PREMISES described in Schedule II hereunder which shall be constructed by the 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 flats described in Schedule II hereunder are valued at Rs.1,28,54,000/-(Rupees One Crore Twenty Eight Lakhs Fifty Four 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 4 flats having a total built up area of 428.48 sq. mts. (including the incidence of staircases, balconies and car parking etc.), more particularly described in Schedule II 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 built up area of 10 flats having a total built up area of 866.92 sq. mts. (including the incidence of staircases, balconies and car parking etc.), along with its corresponding undivided rights, interests and title in the SAID PROPERTY, more clearly described in Schedule III hereunder.

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- d. It is categorically agreed herein that the consideration payable by the PURCHASER/DEVELOPER for 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 "NAIFER K B ENCLAVE" name as decided.

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 24 months from the date of execution of this Agreement.

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 fifteen days from the date of receipt of such notice, failing which the VENDORS 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 in the "said project" shall be of the prospective purchasers of flats and shops and the Owners and also the maintenance cost proportionate to the extent of the super built-up area of the Flats towards the common amenities provided in the "said project" shall solely be that of the (future)Purchasers of the premises including 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 as specified and shall not be responsible in any manner whatsoever, if the OWNERS delays taking delivery of the "SAID PREMISES".

c) The BUILDERS /DEVELOPERS shall not incur any liability if they are unable to deliver possession of the "SAID PREMISES" by the date stipulated in Clause No. IV (a) 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 BUILDER/ DEVELOPERS and in any of the aforesaid events the BUILDER /DEVELOPER shall be entitled to an extension of such time as the situation demands 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.

f) The OWNERS shall be entitled to enter into agreement for sale of the SAID PREMISES with any third parties of their choice to sell the SAID PREMISES, at any point of time, from the date of signing of this agreement, at such price as may be determined/fixed by the OWNERS in their own discretion, and the PURCHASER/DEVELOPER shall be bound to sign all Agreements, letters and documents alongwith the OWNERS, for the sale of the SAID PREMSIES, to third parties or prospective purchasers.

V. DEFECTS / DEFICIENCY - EXTENT OF COVERAGE:

a.) Upon the OWNERS taking delivery of the SAID PREMISES, the OWNERS shall have no claim against the 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. Plaster cracks are an inherent phenomena of newly constructed Flats. Such cracks to the plaster/dampness in external walls shall not be considered as defective work. Similarly, the PURCHASER/DEVELOPER shall not be responsible for shade colour/ size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.

b.) The defect liability period for the structure of the Building including the "SAID PREMISES" under this Agreement, shall be 12 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 to the first sale /



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transfer only and does not extend to subsequent transactions, irrespective of the fact whether the said second sale takes place either before or after the stipulated period of 12 months as averred hereinabove wherein the PURCHASER/DEVELOPER shall only be a Confirming Party.

VI. TAXES AND OUTGOINGS:

a.) All the costs of construction, beautification, and other facilities in the project shall be borne by the PURCHASER/DEVELOPER at their own cost. It is further agreed that Infrastructure Tax as applicable, Service Tax, all Government Charges payable at the time of obtaining occupancy certificate for the project to be paid to the Village Panchayat or the Government of Goa or any other competent authority for the purpose of obtaining the Occupancy Certificate and/or Building completion certificate and for giving water and electricity connection to "said project" shall be payable by the OWNERS and PURCHASER equally.

b.) 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".

c.) 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 – II hereunder written, shall be borne by the OWNERS from the date of issuance of Occupancy Certificate of the SAID PREMISES.

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 VENDORS to make such variations and alterations in the building plans and/or in the layout, Elevation of the building



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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 in to single development scheme or different development scheme and deemed to have been consented by the VENDORS 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 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 VENDORS 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, 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 sufficient extension of time over and above the time specified in II (a) 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 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.



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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.

VIII. 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 –II hereunder, shall be borne by the OWNERS.
- b) The Developer shall be entitled to execute sale deed/s for all the flats (with the exclusion of the SAID PREMISES described in Schedule III) alongwith the undivided rights, interest and title in the " SAID PROPERTY " corresponding to the said flats by joining the OWNERS as parties thereto, and that too, only after the SAID PREMISES described in Schedule II are handed over to the OWNERS duly completed in all respects. However, the DEVELOPER/PURCHASER shall be entitled to enter into Agreements for Sale, Agreements for Construction Finance and Sale, etc, with any third parties for the sale of the flats constructed on the " SAID PROPERTY " and to receive the consideration there under, which will be consented to by the OWNERS and the OWNERS shall sign the said agreements as consenting parties.
- c) The OWNERS covenant, agree and undertake to execute necessary deeds 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.



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

IX. GENERAL

a) The 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, provided it does not in any way affect or prejudice the right of the OWNERS in respect of the "SAID PREMISES", which is described in Schedule II hereunder and its corresponding rights in the SAID PROPERTY.

b) The Parties hereto shall be entitled to specific performance of this agreement and time shall be of the essence. It is categorically agreed that the possession of the SAID PROEPRTY shall continue to vest with the owners, till the date of receipt of possession of the SAID PREMISES, by the OWNERS.

c) The PURCHASER/DEVELOPER shall be entitled to work on the SAID PROPERTY for the purpose of developing the same by constructing thereon, in terms of this agreement for development and the OWNERS shall not interfere or interrupt with the same.



d) The OWNERS address for communication under this Agreement, shall be as mentioned hereinabove. The OWNERS shall also, from time to time notify any change in their address to the PURCHASER/DEVELOPERS. Any letters, reminders, notices, documents, papers etc sent at the aforesaid notified address or at the 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 VENDORS.

e) 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 Flats which he intends to purchase and to charge/mortgage the same with any Bank or Banks or any other Party.

f) That the OWNERS are entitled to sell/transfer assign the "SAID PREMISES" described in schedule II in favour of the prospective purchasers, however the possession of the SAID PREMISES described in schedule II will be handed over only to the VENDORS/OWNERS and to no other person or entity. In the event the third parties who acquire right through the OWNERS

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chooses to transfer is/their interests, effect any sale, assignment etc of their Flats in the interim period, they shall not be entitled to do so till such time the possession of the Flats are handed over. 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 II, prior to the receipt of possession of the SAID PREMISES described in Schedule II. It is further agreed that the DEVELOPER shall not be liable for any claims or demands of whatsoever nature, from any third party, with respect to the SAID PREMISES described in schedule II, with whom the OWNERS may enter into any Agreements or Deeds.

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

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

j. The OWNERS shall hand over 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.

X. DISPUTES/SETTLEMENT/ LITIGATION JURISDICTION:

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

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

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(c) The parties 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 parties hereto have agreed that in the event the development of the proposed project on the " SAID PROPERTY " is stayed due to any issue relating to the title of the " SAID PROPERTY ", the vendor/owner shall be liable and responsible to pay to the Developer costs of all the expenses incurred by the developer to develop the " SAID PROPERTY " till such date, without prejudice to the right of the PURCHASER/ DEVELOPER to insist on the OWNERS rectifying the said defect at their own costs..

XI The OWNERS hereby permits the BUILDER / 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.

XII. STAMP DUTY & REGISTRATION

a. It shall be the sole responsibility of the PURCHASER/DEVELOPER herein to pay the necessary stamp duty and registration fee on this agreement.

c. 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.

d. 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.

XIII. That the parties hereto 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.



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**SCHEDULE I
(SAID PROPERTY)**

ALL THAT PROPERTY known as "TARICHE BHAT" or "TARICHY BATTY" ,bearing Survey No.171 Sub-Division 2-A of Siolim Village, originally formerly part of the larger property bearing Survey No.171 Sub-Division 2 of Siolim Village, admeasuring 1496 Sq.mts., described in the Land Registration Office of Bardez, under No.20 of Book B(NEW) First and enrolled in the Taluka Revenue office under matriz no.1699 of the 3rd Circumstances, situated within the limits of the Marna Village Panchayat of Siolim, Taluka and Sub-District of Bardez, North - Goa District, Goa and is bounded as follows:

On or towards the East:by Property bearing Sy. No.171/12 & 171/13
& access road.

On or towards the West: by Property bearing Sy. No.171/10 & 171/16

On or towards the North: by Property bearing Sy. No.171/2 (Part)

On or towards the South: by Property bearing Sy. No.171/2 & 171/19

**SCHEDULE II
(SAID PREMISES)**

BLOCK - C:-

(C Block Ground Floor)

1. Apartment C-G1 – 94.48 Sq.mtr.
2. Apartment C-G2 – 91.17 Sq.mtr.

(C Block First Floor)

1. Apartment C-F3 – 58.83 Sq.mtr.

BLOCK - D:-

(D Block First Floor)

1. Apartment D-F2 – 184 Sq.mtr
- Total Residential Area – 428.48 Sq.mtr.

Alongwith the proportionate undivided rights, interest and title in the SAID PROPERTIES described in Schedule I above corresponding to the Flats mentioned in this Schedule.

The aforesaid structures of the OWNERS PREMISES are delineated in red in the plan annexed hereto.



For,
NAIFER CONSTRUCTIONS

PARTNER

Arunk

Arunk
Arunk

**SCHEDULE III
(DEVELOPER'S PREMISES)**

BLOCK - C:-

(C Block Ground Floor)

1. Apartment C-G3 – 58.83 Sq.mtr.

(C Block First Floor)

1. Apartment C-F1 – 94.48 Sq.mtr.
2. Apartment C-F2 – 91.17 Sq.mtr

(C Block Second Floor)

1. Apartment C-S1 – 94.48 Sq.mtr.
2. Apartment C-S2 – 91.17 Sq.mtr
3. Apartment C-S3 – 58.83 Sq.mtr

BLOCK - D:-

(D Block Ground Floor)

1. Apartment D-G1 – 94.19 Sq.mtr
2. Apartment D-G2 – 94.57 Sq.mtr

(D Block First Floor)

1. Apartment D-F1 – 94.63 Sq.mtr

(D Block Second Floor)

1. Apartment D-S1 – 94.57 Sq.mtr

Total Residential Area – 866.92 Sq.mtr.

Alongwith the proportionate undivided rights, interest and title in the SAID PROPERTIES described in Schedule I above corresponding to the Flats mentioned in this Schedule.

The aforesaid structures of the DEVELOPERS PREMISES are delineated in Green in the plan annexed hereto.



For,
NAIFER CONSTRUCTIONS
PARTNER

Aravali

Aravali
Paul

**SCHEDULE IV
(SPECIFICATIONS)**

(a) STRUCTURE:

It is R.C.C framed earthquake 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 of Kadappa stone. Bathroom floor will have anti skid for the floor. Designer wall tiles for the dado of kitchen and bath. 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.

(f) Windows

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

(g) Doors.

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

(h) Plumbing



For,
NAIFER CONSTRUCTIONS
PARTNER

Amal

Amal
Amal

High end quality rust free 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 and
cabinetry below the counter with a set of three trolleys.

(j) Roofing

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

(k) ELECTRICAL INSTALLATION:

Light Points	nos.18
Fan Point	nos.04
AC Point	nos.03
Telephone Point	nos.03
T.V. Point	nos.03
5 A Plug Point	nos.08
Exhaust Fan Point	nos.03
15 A Plug Point.	nos.05
Wire: Polycab/Kundan cab/Rallison	

Switches: Modular (Havells/Crabtree or Equivalent.)Equivalent has to
be mentioned. 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. Points to be provided are as follows:

Electric Points

KITCHEN: Modular cabinetry in kitchen with drain board sink granite top
finished This point is covered in kitchen specifications



Arvind

For,
NAIFER CONSTRUCTIONS
Arvind PARTNER
17

1No. – Fan Point

1No. – Exhaust Fan Point

2Nos. – Light Point

1No. – 15A Plug point above platform

1No. – 15A Plug point for Aqua guard.

2Nos. – Wall points of 5amp.

HALL:

1No. – Fan Point

2No. – Light Points

2No. – Wall Points of 5amp

1No. – Entrance passage

Ceiling point

1no. – T.V. Point

1no. – Telephone Point

1No. – 15amp AC Point

Master Bedroom/ Bedroom:

2No. – Light Point

1no. – Fan Point

1No. – Telephone Point

2No. – 5A Plug point

1No. – AC Point of 15amp

1No. – Light point for entrance passage

For,
NAIFER CONSTRUCTIONS

PARTNER

18



Arvind

Arvind
Arvind

BALCONY:

1no. – Light Point

TOILET:

1no. – 15A Plug point

1no. – Light Point

1no. – Exhaust fan point

WASH BASIN:

1no. – Light Point.

(I) Amenities :-

1. Swimming pool with attached outdoor lounge area.
2. Club House with indoor sports viz. Table Tennis, Carom, etc..
3. Landscaped Gardens with sitting areas.
4. Solar water heating in all Bathrooms and Kitchen.
5. Children's play Area
6. Gated Complex with round the clock security.
7. Complete Back up power for common areas and UPS provision.
8. 24 hours Water Supply.
9. Garbage Management and Disposal.
10. Property Management services.



IN WITNESS WHEREOF the parties hereto have here set and subscribed their respective hands and seals on the day, month and year hereinabove stated.

For,
NAIFER CONSTRUCTIONS
PARTNER

Aswale

Aswale
Paul

(1) THE OWNERS:

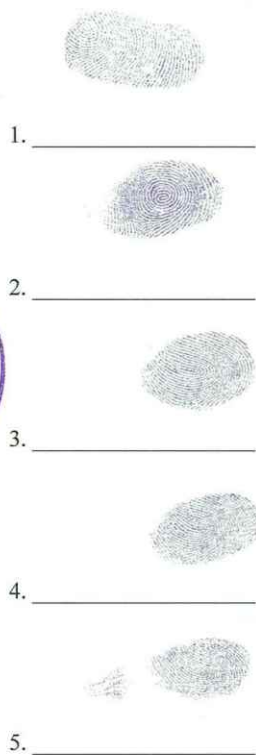


Mr.ASHOK RAMESH NAIK

For Self and as Attorney of Mrs. GODAVARIBAI RAMESH NAIK,
Mr.VASSUDEV RAMESH NAIK & Mrs.NORA ASHOK NAIK,

L.H.F. Prints

R.H.F. Prints



For,
NAIFER CONSTRUCTIONS

PARTNER

Ashok

Ashok
Ashok

(2) THE DEVELOPERS/PURCHASERS:
M/s. NAIFER CONSTRUCTIONS,

For,
NAIFER CONSTRUCTIONS
PARTNER
Ashok



a. **Mr. ASHOK RAMESH NAIK**

L.H.F. Prints

R.H.F. Prints



Ashok

For,
NAIFER CONSTRUCTIONS
PARTNER

Ashok

(2) THE DEVELOPERS/PURCHASERS:
M/s. NAIFER CONSTRUCTIONS,

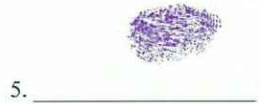
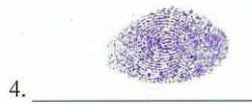
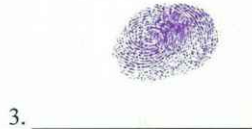
For,
NAIFER CONSTRUCTIONS
PARTNER



Mr. ALLAN ALEX FERNANDES

L.H.F. Prints

R.H.F. Prints




Amal

For,
NAIFER CONSTRUCTIONS

PARTNER
Amal

WITNESSES :

1.  Name: Vinda Vidyadhar Gavdekar
Address: H.No: 675, Rai wada, Sialim,
Bardes - Goa.

2. _____ Name: Rahul Shrawan Arlekar
Address: H.No: 28, Duler, Mapusa,
Bardes - Goa.



Arlekar

For,
NAIFER CONSTRUCTIONS
PARTNER

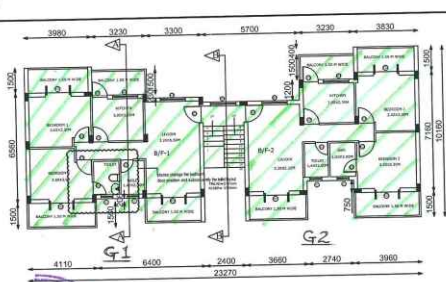
Arlekar

Arlekar

GOVT OF GOA

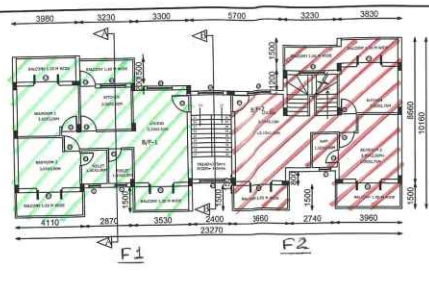


I attest the signs of the party/parties
on agreement / ~~Mapusa~~ Devulim / Goa
Mapusa. Date: 19/01/2016
D. S. PETKAR
B. A. L. L. B.
Notary, Reg. No. 6795
St. No. 1334/2016



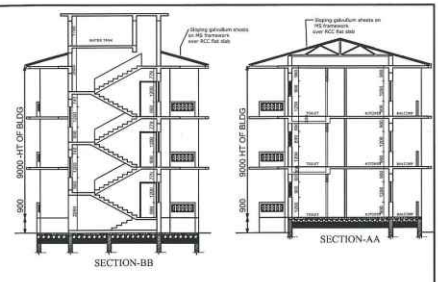
GROUND FLOOR PLAN (BLOCK D)

FLOOR AREA	BALCONY	STAIRCASE	PARKING	TOTAL	NO
85.64	22.25	6.74	-----	94.63 SQ M	1
85.82	22.01	6.74	-----	94.57 SQ M	1



FIRST FLOOR PLAN (BLOCK D)

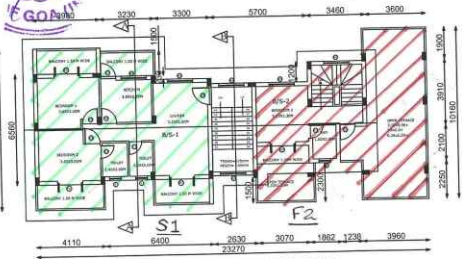
APT TYPE	FLOOR AREA	BALCONY	STAIRCASE	PARKING	TOTAL	NO
D/F-1	85.64	22.25	6.74	-----	94.63 SQ M	1
D/F-2	85.82	22.01	6.74	-----	94.57 SQ M	1



SECTION-BB

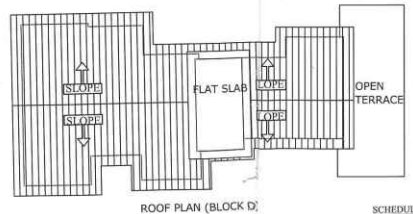
SECTION-AA

REGISTRATION NO. 146-S7/95
 6/3/18
 EGOB



SECOND FLOOR PLAN (BLOCK D)

APT TYPE	FLOOR AREA	BALCONY	STAIRCASE	OPEN T	TOTAL	NO
D/S-1	85.20	22.25	6.36	-----	99.81 SQ M	1
D/S-2	39.81	5.64	6.56	47.18	89.15 SQ M	1



ROOF PLAN (BLOCK D)



FRONT ELEVATION

SCHEDULE OF OPENING

TYPE	SIZE	DOOR	
		SILL	LINTLE
FD	1500X2100	-	2100
DF	1000X2100	-	2100
DD	900X2100	-	2100
DD	750X2100	-	2100
WINDOW			
W1	1500X1200	900	3100
W	700X900	1200	2100

DRW NO: 03 DATE: 09.07.2015 SCALE: 1:100
 TITLE: FLOOR PLANS, SECTIONS, ELEVATION-BLOCK

PROJECT: PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDINGS AND COMPOUND WALL IN PLOT BOUNDING BY NO 171/2-C OF SOLIM VILLAGE EMBAR2 TALUKA FOR MR. ASHOK NAGI

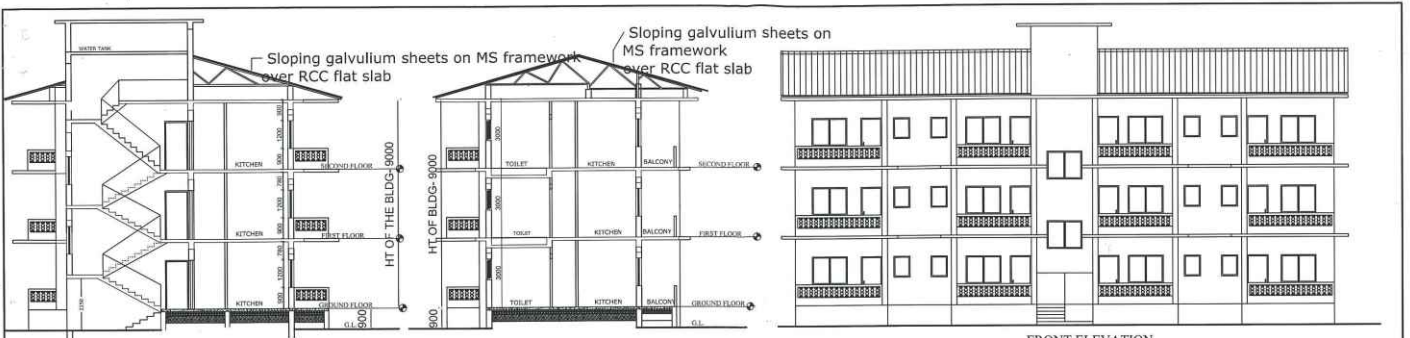
NOTES: ALL DIMENSIONS ARE IN MM UNLESS STATED OTHERWISE

ARCHITECT: [Signature]

For: HAIFER CONSTRUCTIONS

Ashok

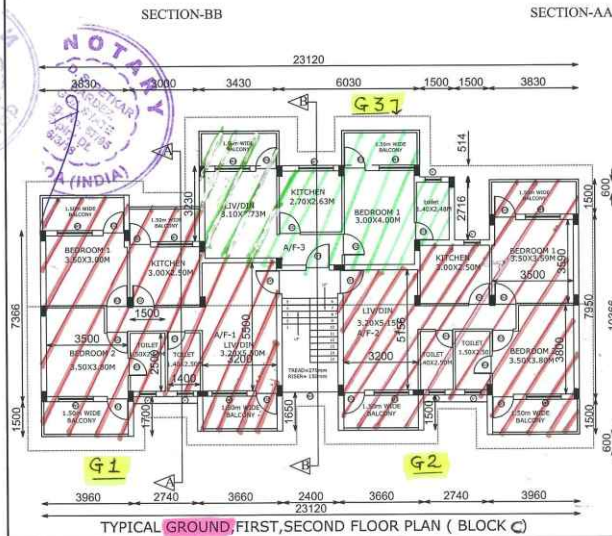
Ashok PARTNER



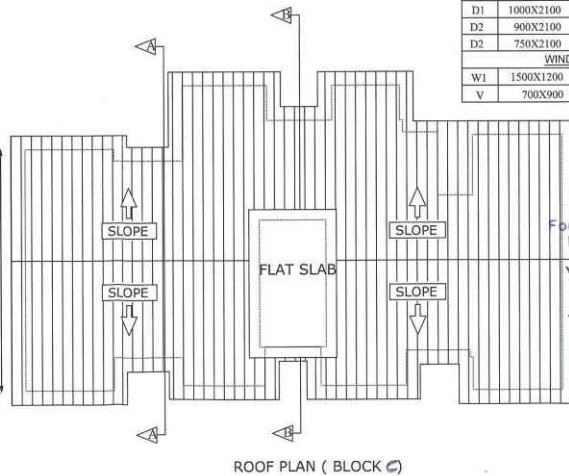
FRONT ELEVATION

SCHEDULE OF OPENING

TYPE	SIZE	DOOR	SILL	LINTLE
D1	1000X2100	—	2100	—
D2	900X2100	—	2100	—
D3	750X2100	—	2100	—
WINDOW				
W1	1500X1200	900	2100	—
V	700X900	1200	2100	—



TYPICAL GROUND, FIRST, SECOND FLOOR PLAN (BLOCK C)



ROOF PLAN (BLOCK C)

NOTES : ALL DIMENSIONS ARE IN MM UNLESS STATED OTHERWISE.

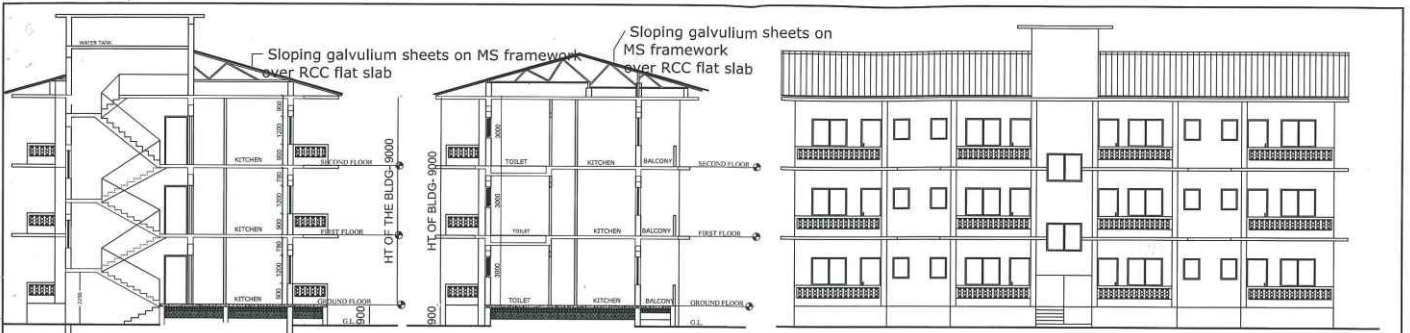
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TITLE-FLOOR PLANS, SECTIONS, ELEVATION-BLOCK A

PROJECT - PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING AND COMPOUND WALL IN PLOT BEARING ST.NO. 1712-C, OF SOLIM VILLAGE BARBEZ TALUKA FOR MR ASHOK NAIK

DESIGNER: ARCHITECTURE
 Mr. S. Srinivas
 Mr. S. Srinivas
 Mr. S. Srinivas
 Mr. S. Srinivas

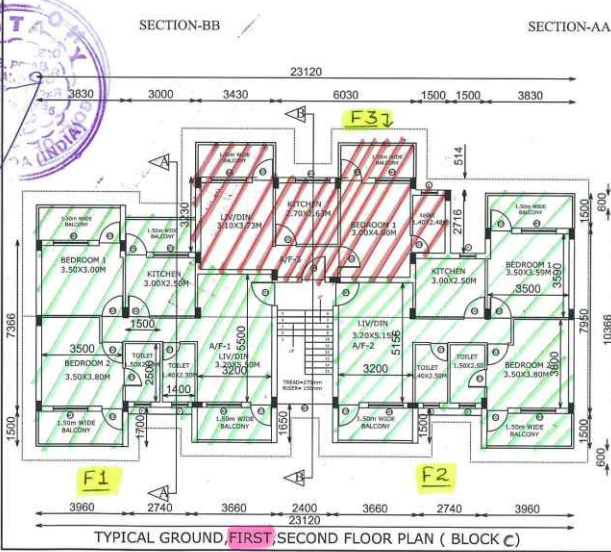
For
NAIFER CONSTRUCTIONS
 PARTNER



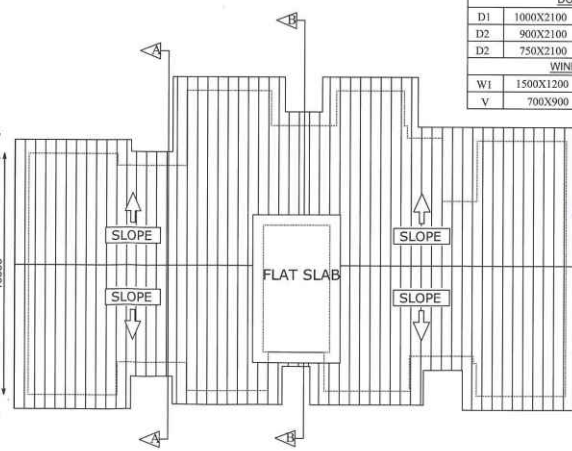
FRONT ELEVATION

SCHEDULE OF OPENING

TYPE	SIZE	DOOR	
		SILL	LINTLE
D1	1000X2100	-	2100
D2	900X2100	-	2100
D2	750X2100	-	2100
WINDOW			
W1	1500X1200	900	2100
V	700X900	1200	2100



TYPICAL GROUND, FIRST, SECOND FLOOR PLAN (BLOCK C)



ROOF PLAN (BLOCK C)

Approved
 For,
NAIFER CONSTRUCTIONS
 Approved
 Partner

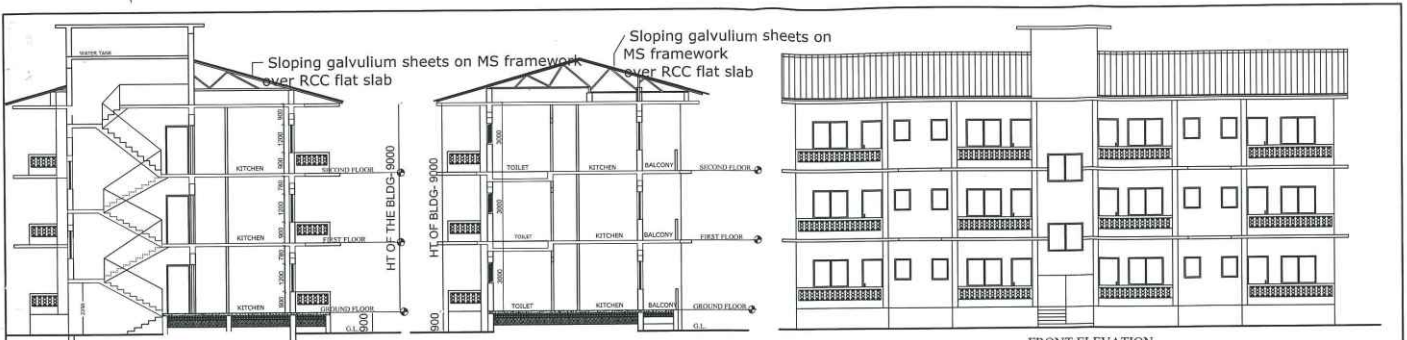
NOTES : ALL DIMENSIONS ARE IN MM UNLESS STATED OTHERWISE

DRAW NO	DATE	SCALE
02	09.07.2018	1:1000

TITLE-FLOOR PLANS, SECTIONS, ELEVATION-BLOCK A

PROJECT - PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDINGS AND COMPOUND WALL IN PLOT BEARING #1 AND 17, D.C. OF SOLVI VILLAGE, BARDEZ TALUKA FOR MR ASHOK NAIFER

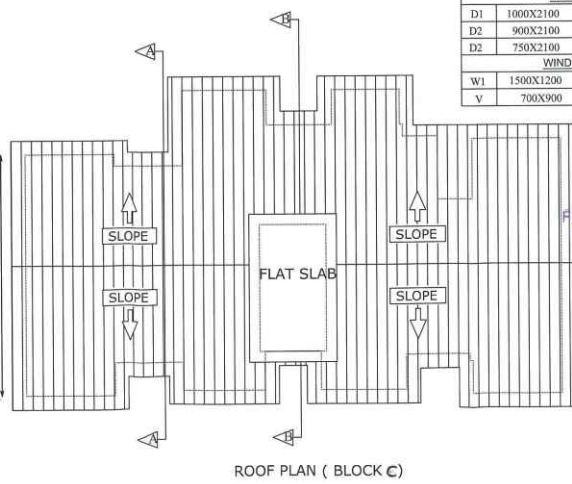
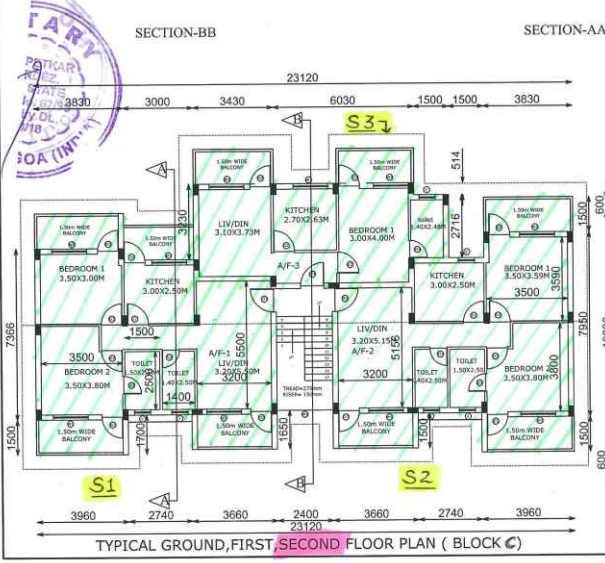
CLIENTS	ARCHITECTS	PROFESSIONAL
	NAIFER CONSTRUCTIONS	PROFESSIONAL
	Bardez, Taluka	Bardez, Taluka
	Bardez, Taluka	Bardez, Taluka



FRONT ELEVATION

SCHEDULE OF OPENING

TYPE	SIZE	DOOR	SILL	LINTLE
D1	1000X2100	—	—	2100
D2	900X2100	—	—	2100
D2	750X2100	—	—	2100
WINDOW				
W1	1500X1200	900	2100	
V	700X900	1200	2100	



For, **NAIFER CONSTRUCTIONS PARTNER**

NOTES: ALL DIMENSIONS ARE IN MM UNLESS STATED OTHERWISE

DRAW NO: 02 DATE: 09.07.2015 SCALE: 1:100

TITLE: FLOOR PLANS, SECTIONS, ELEVATION-BLOCK A

PROJECT: PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDINGS AND COMPOUND WALL IN PLOT BEARING SYNO 17A/2-C OF SUDAN VILLAGE BRACKET TALUKA FOR HR AGRIC. RES.

DESIGNER: ARCHITECT: PRAKASH CHANDRAN
 DRAWN BY: PRAKASH CHANDRAN
 CHECKED BY: ANANDHARAJU
 DATE: 09.07.2015