

AGREEMENT TO SELL

This Agreement to sell is made at Margao on this 30th day of the October month of the year **2020**.

BETWEEN

1. Mr. Atik Ismail Banducda, son of late Ismail Banducda, aged 51 years, married, businessman, Indian nationals having PAN card No. _____, Adhaar card No. _____ and his wife;
2. Mrs. Ruksana A. Banducda, daughter of R. Abdul Wahid, aged 43 years, housewife, Indian Nationals having PAN Card no. _____, adhaar card no. _____ and both residents of B Bungalow, behind post office, Aquem, Margao, hereinafter referred to as **'THE OWNERS CUM PROSPECTIVE VENDORS No. 1'**.

AND

COMMONWEALTH DEVELOPERS PVT. LTD. a registered company with registered office at CD Fountainhead, Murida, Fatorda Salcete Goa having PAN No. _____ and represented herein by its Managing Director **Mr. Damodar alias Chirag Datta Naik** son of Mr. Datta Damodar Naik, married, aged 35 years, occupation businessman, Indian national, Adhar Card No. _____, resident of Comba, Margao, Goa hereinafter jointly referred to as **'THE DEVELOPER CUM PROSPECTIVE VENDORS No. 2'**.

AND

Mr., son of, aged about ... years, married, Indian national,, having Pan No....., Adhaar Card No....., resident of, hereinafter referred to as the **ALLOTTEE CUM PURCHASER**.

All individuals intervening this agreement are Indian Nationals.

The terms **OWNERS CUM PROSPECTIVE VENDORS No. 1, DEVELOPER CUM PROSPECTIVE VENDORS No. 2** and **ALLOTTEE CUM PURCHASER** shall unless it be repugnant to the context and meaning shall include their heirs, successors, legal representatives and assigns.

WHEREAS Within the jurisdiction of Margao Municipal Council and in ward Aquem there is a plot identified as plot no. 17 admeasuring 1002 sq. mts. which plot is part of the property Tolcaicatem and surveyed under chalta no. 59 of P.T. sheet No. 196. The said property Tolcaicatem is described in the land registration office of Salcete under No. 40077 at page 177 reverse of Book B 103 of New Series, enrolled in the Land Revenue Office of Salcete under Matriz no. 1152 more clearly described in Schedule herein below & hereinafter referred to as the SAID PLOT.

AND WHEREAS The said plot was originally owned by Datta Damodar Naik son of Late Damodar Kashinath Naik who sold the plot to Shri Damodar Bhagwant Chimulkar by deed of sale dt. 14th Nov. 1978 registered under no. 140 at pages 269 to 273 sheet no.1 vol. 202 dt. 30th Jan. 1979. By order dt. 1st April 1980 the claim of Damodar Bhagwant Chimulkar to the plot under

chalta no. 59 P.T. sheet No. 196 was admitted. The form B in respect of chalta no. 59 shows Damodar Bhagwant Chimulkar.

AND WHEREAS By deed of sale dt. 3rd June 2003 Damodar Bhagwant Chimulkar and his wife Smita sold the said plot to the OWNERS CUM VENDORS No. 1 at Sr. No. 1, which deed is registered under no. 1913 at pages 523 to 544 book no. 1 Vol. no. 1489 dt. 19/6/2003.

AND WHEREAS The DEVELOPERS CUM PROSPECTIVE VENDOR No. 2 are lawfully and independently authorized vide Deed of Sale dated 22/07/2014 duly registered before the Sub-Registrar of Salcete under Registration no. MGO-BK1-03384-2014 CD Number MGOD78 dated 24/07/2014 as purchased the 9/16th undivided share in the said Plot described in SCHEDULE I from the said OWNERS CUM PROSPECTIVE VENDORS NO. 1 and same was further rectified vide Deed of Rectification cum Addendum to the Deed of Sale dt. 22/07/2014 dated 4/12/2019 duly registered in the office of Sub-Registrar of Salcete under Book-1 Document Registration No. MGO-1-305-2020 dated 24/1/2020.

AND WHEREAS the OWNERS CUM PROSPECTIVE VENDORS No. 1 & DEVELOPERS CUM PROSPECTIVE VENDOR No. 2 declares that:

- a) They have a clear, marketable and subsisting title to the said plot ;
- b) There are no impediments attached to the said plot or any part thereof;
- c) There are no tenants or mundkars on the said plot ;
- d) There are no illegal encroachments on the said plot ;

e) The said plot is not mortgaged nor are there any liens or charges on the project land or any part thereof;

f) None of the permissions obtained, affect the title of the OWNERS CUM PROPECTIVE VENDORS NO. 1 & DEVELOPERS CUM PROSPECTIVE VENDOR No. 2 to the said plot in any manner.

AND WHEREAS The DEVELOPERS CUM PROSPECTIVE VENDOR No. 2 is entitled and authorised to construct buildings on the said plot in accordance with the recitals herein above.

AND WHEREAS The DEVELOPER CUM PROSPECTIVE VENDOR No. 2 is in possession of the said plot .

AND WHEREAS The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** has proposed to construct on the said plot , 1 building under the name CD CRESCENT MOON, (hereinafter referred to as the "SAID BUILDING" for brevity sake) comprising of residential units.

AND WHEREAS the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** has appointed an Architect registered with the Council of Architects and the present Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** has registered the Building under the provisions of the Real Estate (Regulation and Development) Act 2016 and rules framed there under, with the Real Estate Regulatory Authority in Goa under No. annexed hereto as ANNEXURE I .

AND WHEREAS The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** has appointed a structural Engineer for the preparation of the structural design and drawings of the building and The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** accepts the professional supervision of

the Architect and the structural Engineer till the completion of the building.

AND WHEREAS By virtue of the Deed of Sale dated 22/7/2014 & Deed of Rectification cum addendum dated 4/12/2019 , The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** has exclusive right to sell the apartments except Apartment No. 501, 502, 601, 602 & 701 allotted to the OWNERS CUM PROSPECTIVE VENDORS No. 1 in the said Building to be constructed on the said plot and to enter into Agreement/s with Allottees cum Purchasers of such apartment and to receive the sale consideration in respect thereof;

AND WHEREAS On demand from the ALLOTTEE CUM PURCHASER, the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** has given inspection and copies to the ALLOTTEE CUM PURCHASER of all the documents of title relating to the said plot and the plans, designs and specifications prepared by the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2**, Architect **Mr.** and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under, and the ALLOTTEE CUM PURCHASER acknowledges the receipt of the same.

AND WHEREAS The authenticated copies of Title documents showing the title of the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** to the said plot on which the said building to be constructed ;

AND WHEREAS The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** has got the approvals, from the concerned competent authorities for the plans, specifications, elevations, sections of the building wherever applicable as under:-

(i) Conversion SANAD dated 01/08/2016 under Ref. No. AC-I/SAL/SG/CONV/75/2014/8220 issued by Office of the

Collector South Goa District annexed hereto as ANNEXURE -II.

(ii) Development permission for construction of the said project issued by The South Goa Planning and Development authority as per approval no. SGPDA/P/4615/949/19-20 dated 03/10/2019 annexed hereto as **ANNEXURE - III.**

(iii) The Margao Municipal Council has issued a construction license for the entire complex under no. A/12/16-17 renewal ref. no. 3/(C)/1/17-18/Renewal/TECH/1127 dated 15/05/2017 annexed hereto as **ANNEXURE - IV.**

AND WHEREAS The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** shall obtain the balance approvals from various authorities from time to time, so as to obtain the Building Occupancy Certificate of the said building.

AND WHEREAS While sanctioning the said plans, the concerned competent authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** while developing the said plot and the said building and upon due observance and performance of which only, the occupancy certificate in respect of the said building shall be granted by the concerned competent authority.

AND WHEREAS The Deed of Sale dated 22/7/2014 entitled The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** to enter into agreements of sale in respect of apartments in the proposed building to be constructed with proportionate right in the project land on terms and conditions The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** deems fit and proper.

AND WHEREAS The ALLOTTEE CUM PURCHASER has approached The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** for purchase of a Apartment , bearing No.

..... admeasuring ... m² of super built up area corresponding to ... m² of built up area corresponding to ...m² of carpet area on _____ floor situated in the said building being constructed on the said plot for the consideration of Rs. (Rupees ... only) .

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

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

AND WHEREAS Prior to the / at the execution of these presents, the ALLOTTEE CUM PURCHASER has/have paid to The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** a sum of Rs..... (Rupees) only, being an advance payment or an Application Fee as provided under Section 13 of the said Act (the payment and receipt whereof The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** both hereby admit and acknowledge) and the ALLOTTEE CUM PURCHASER has agreed to pay to The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** the balance of the sale consideration in the manner hereinafter appearing as per SCHEDULE IV.

AND WHEREAS under Section 13 of the said RERA Act, The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** is required to execute a written Agreement for sale of the said Apartment with the ALLOTTEE CUM PURCHASER and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

AND WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** hereby agrees to sell and the ALLOTTEE CUM PURCHASER hereby agrees to purchase the said Apartment .

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** shall construct the said building “CD CRESCENT MOON” consisting of stilt plus Ground Floor plus seven Floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

The ALLOTTEE CUM PROSPECTIVE PURCHASER agree that the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** is entitled to make such variations in the plan and specifications as are required to be carried out by the South Goa Planning and Development Authority or the Municipal Council and as may be necessary by the exigencies of the circumstances from time to time. The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** is entitled to build additional Premises by consuming more FAR/FSI if due to change in building regulations, additional premises can be built.

The ALLOTTEE CUM PURCHASER shall not be entitled to object or obstruct in any manner in case the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 decides to change the plans as approved in case the construction of the said Apartment is not substantially affected.

1.a(i). The ALLOTTEE CUM PURCHASER hereby agrees to purchase from the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** and the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** hereby agrees to sell to the ALLOTTEE CUM PURCHASER, the Apartment bearing No. of carpet area admeasuring sq. Meters corresponding to square meters Super Built up area corresponding to square meters built up area, on Third floor of the said building named **CD CRESCENT MOON** as

shown in the Floor plan thereof hereto annexed **alongwith the proportionate share in the said project land** for the consideration of **Rs.00/-** (RupeesLakhs and Thousand Only) more particularly described under SCHEDULE - II which includes the proportionate incidence of common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities.

1(b) The total aggregate consideration amount for the said Apartment is thus **Rs.,000/-** (RupeesLakhs and Thousand Only).

1(c) The ALLOTTEE CUM PURCHASER has paid on execution of this Agreement a sum of Rs. ...,000/- (Rupees Lakhs & Thousand only) (not exceeding 20% of the total consideration) vide cheque no. dated/2020 drawn on Bank , Margao Goa as advance payment and hereby agrees to pay to the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** the balance amount of Rs....000/- (Rupees Lakhs only) in the manner as described under SCHEDULE – IV hereunder provided.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2**) up to the date of handing over the possession of the Apartment. The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** will recover the tax paid from the VENDEE CUM PURCHASER separately.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** undertakes and agrees that while raising a demand on the ALLOTTEE CUM PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the **DEVELOPER CUM PROSPECTIVE**

VENDORS No. 2 shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE CUM PURCHASER which shall only be applicable on subsequent payments.

1 (f) The **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** may allow, in its sole discretion, a rebate for early payments of equal installments payable by the PURCHASER/ALLOTTEE on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to the PURCHASER/ALLOTTEE by the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** .

1 (g) The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall confirm the final carpet area that has been allotted to the PURCHASER/ALLOTTEE after the construction of the building is complete and the Completion Certificate is granted by the competent authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent . The total price payable for the carpet area shall be recalculated upon confirmation by the PROSPECTIVE VENDOR/DEVELOPER. If there is any reduction in the carpet area within the defined limit then the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall refund the excess money paid by PURCHASER/ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) Rules 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASER/ALLOTTEE. If there is any increase in the carpet area of the said Apartment allotted to the PURCHASER/ ALLOTTEE, the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall demand additional amount from the PURCHASER/ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The PURCHASER/ALLOTTEE authorizes the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in her name as the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 may in its sole discretion deem fit and the

PURCHASER/ALLOTTEE undertakes not to object/demand/direct the PROSPECTIVE VENDOR /DEVELOPER to adjust his payments in any manner.

2.1 The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the PURCHASER/ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 Time is essence for the PROSPECTIVE VENDOR /DEVELOPER as well as the PURCHASER/ALLOTTEE. The PROSPECTIVE VENDOR shall abide by the time schedule for completing the project and handing over of the said Apartment to the PURCHASER/ALLOTTEE and the common areas to the association of the purchasers/allottees after receiving the occupancy certificate or the completion certificate or both of the entire building, as the case may be subject to all the purchasers/allottees have paid all the consideration and other sums due and payable to the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 as per the agreement. Similarly, the PURCHASER/ALLOTTEE shall make timely payments of the instalments and other dues payable by her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 as provided in clause 1(c) herein above.

3. The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 hereby declares that the Floor Area Ratio available as on date in respect of the project land is 1963.50 square meters only and the PROSPECTIVE VENDOR /DEVELOPER has planned to utilize Floor area ratio by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI, by implementing various scheme as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The PROSPECTIVE VENDOR has disclosed the Floor Space Index of 1.4987 as proposed to be utilized by it on the project land in the said Project and the PURCHASER/ALLOTTEE has agreed to purchase the said Apartment based on the proposed

construction and sale of Apartment to be carried out by the PROSPECTIVE VENDOR /DEVELOPER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 only.

4.1 If the PROSPECTIVE VENDOR /DEVELOPER fails to abide by the time schedule for completing the project and handing over the said Apartment to the PURCHASER /ALLOTTEE, the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 agrees to pay to the PURCHASER/ALLOTTEE, who does not intend to withdraw from the project, simple interest @ of 12% per annum , on all the amounts paid by the PURCHASER/ALLOTTEE, for every month of delay, till the handing over of the possession. The PURCHASER/ALLOTTEE agrees to pay to the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** , simple interest @ 12 % per annum , on all the delayed payment which become due and payable by the PURCHASER/ALLOTTEE to the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 under the terms of this Agreement from the date the said amount is payable by the PURCHASER/ALLOTTEE to the **DEVELOPER CUM PROSPECTIVE VENDORS No. 2** .

4.2 Without prejudice to the right of DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 to charge interest in terms of sub clause 4.1 above, on the PURCHASER/ALLOTTEE committing default in payment on due date of any amount due and payable by the PURCHASER/ALLOTTEE to the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 under this Agreement (including her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/ALLOTTEE committing three defaults of payment of installments, the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall at his own option, may terminate this Agreement: Provided that, DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall give notice of fifteen days in writing to the PURCHASER/ALLOTTEE, by Registered Post AD at the address provided by the PURCHASER/ALLOTTEE and mail at the e-mail address provided by the PURCHASER/ALLOTTEE, of it's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/ALLOTTEE fails to rectify the breach or breaches mentioned by the DEVELOPER CUM

PROSPECTIVE VENDORS NO. 2 within the period of notice then at the end of such notice period, the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall refund to the PURCHASER/ALLOTTEE within a period of sixty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the PURCHASER/ALLOTTEE to the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 after deducting 20% of the amount received till such termination and the ORIGINAL OWNER and DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall not be liable to pay to the PURCHASER/ALLOTTEE any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 in the said building and the Said Apartment as are set out in SCHEDULE- IV.

6. The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall give possession of the said Apartment to the PURCHASER/ALLOTTEE on or before 30th day of June 2023. If the PROSPECTIVE VENDOR /DEVELOPER fails or neglects to give possession of the said Apartment to the PURCHASER/ALLOTTEE on account of reasons beyond it's control and of it's agents by the aforesaid date, then the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall be liable on demand, to refund to the PURCHASER/ALLOTTEE the amounts already received by him in respect of the said Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above, from the date the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 received the sum till the date the amounts and interest thereon is repaid.

Provided that the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of :

(i) war, civil commotion ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court.

(iii) Delay in payments and non payment of instalments as detailed in SCHEDULE - III of this Agreement.

(iv) Delay on the part of the Government/ Statutory Authority in releasing Sewerage Connection, water and electricity supply in case the said premises is otherwise complete in all respect and proper application/s are made to the Government/statutory authorities.

(v) delay due to Alterations required in the Said Apartment by the PURCHASER/ALLOTTEE.

7.1 Procedure for taking possession.— The PROSPECTIVE VENDOR/DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER/ALLOTTEE as per the agreement shall offer in writing the possession of the said Apartment, to the PURCHASER/ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall give possession of the said Apartment to the PURCHASER/ALLOTTEE. The PROSPECTIVE VENDOR agrees and undertakes to indemnify the PURCHASER/ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROSPECTIVE VENDOR/DEVELOPER. The PURCHASER/ ALLOTTEE agree(s) to pay the maintenance charges as determined by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 or association of purchasers/allottees, as the case may be. The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 on its behalf shall offer the possession to the PURCHASER/ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The PURCHASER/ALLOTTEE shall take possession of the said Apartment within 15 days of the written notice from the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 to the PURCHASER/ALLOTTEE intimating that the said Apartment is ready for use and occupancy.

7.3 Failure of PURCHASER/ALLOTTEE to take Possession of the said Apartment upon receiving a written intimation from the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 as per clause 7.1, the PURCHASER/ALLOTTEE shall take possession of the said Apartment from the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall give possession of the said Apartment to the PURCHASER/ALLOTTEE.

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

7.4 If within a period of five years from the date of handing over the said Apartment to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE brings to the notice of the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROSPECTIVE VENDOR at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/ALLOTTEE shall be entitled to receive from the PROSPECTIVE VENDOR/DEVELOPER, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/ALLOTEES carry out any work within the said Apartment after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Apartment, then in such an event the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall not be liable to rectify or pay compensation. But the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The PURCHASER/ALLOTTEE shall use the said Apartment for residential purpose only. The PURCHASER/ALLOTTEE is entitled strictly to park their Car at the place shown in yellow colour on separate plan annexed hereto under **Parking Slot No P8** in the building **“A”** and not in the area reserved for others. The ALLOTTEE shall not be entitled to store any items and or carry out any works such as carpentry works etc in the Vehicle parking facility reserved by others and also allotted to the PURCHASER/ALLOTTEE.

9. The PURCHASER/ALLOTTEE along with other purchasers/allottees of other Apartments in the building, shall join in forming and registering the **Housing/Maintenance** Society or Association to be known by such name as the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 may decide and for this purpose also, from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 within seven days of the same being forwarded by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 to the PURCHASER/ALLOTTEE, so as to enable the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 to register the common organisation of purchasers/allottees.

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

9.1 Within 15 days after notice in writing is given by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 to the PURCHASER/ALLOTTEE that the said Apartment is ready for use and occupancy, the PURCHASER/ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the project land and the building, namely local taxes, betterment charges or such other levies

by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of maintenance staff, security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and the building.

(a) The maintenance of the common areas and gardens in the said Project Land along with the surroundings areas shall be carried out for a period of 3 years on completion of the said Apartment / Building by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 on payment of **Rs. ..0,000/- (... Lakh & ... Thousand only)** as service and maintenance fees.

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

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

Until the association of purchasers/allottees is formed and the maintenance of the building is transferred to it, the PURCHASER/ALLOTTEE shall pay to the

DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 such proportionate share of outgoings as may be determined.

The PURCHASER/ALLOTTEE further agrees that till the PURCHASER/ALLOTTEE's share is so determined, the PURCHASER/ALLOTTEE shall pay to the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 provisional contribution of **Rs. ..0,000/- (... Lakh & ... Thousand only)** for 3 (three) years towards the outgoings.

It is agreed that the non-payment or default in payment of outgoings on time by PURCHASER/ALLOTTEE shall be regarded as the default on the part of the PURCHASER/ALLOTTEE and shall entitle the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 to charge interest on the dues, in accordance with the terms and conditions contained herein.

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

(i) Rs. ...,000/- (Rupees Thousand only) for share money, application entrance fee of the Society, formation and registration & as Corpus fund in respect of the Society or Limited Company/Apex Body.

(iii) Rs.,000/- (Rupees Lakh only) towards provisional contribution for three years of maintenance towards outgoings of Society or Limited Company/Apex body plus GST as applicable .

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

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

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

(vii) Rs./- (..... only) as infrastructure Tax @ Rs.800/- per m².

(viii) Stamp Duty and Registration Charges towards the transfer of the said property and/or the said premises along

with the proportionate right in the land in terms of this agreement at actuals .

11. The PURCHASER/ALLOTTEE shall pay to the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 in connection with formation of the said Society, or Apex Body or and for preparing its rules, regulations and bye-laws.

12. At the time of registration of **Deed of Sale of the individual Apartment along with the proportionate share in the said project land or** conveyance of the building or wing of the building, the PURCHASER/ALLOTTEE shall pay to the PROSPECTIVE VENDOR/ DEVELOPER, the PURCHASER'S /ALLOTTEE'S share of stamp duty and registration charges payable individually or by the said Society on such **Deed of Sale or** conveyance or any document or instrument of transfer in respect of the said **individual Apartment or** Building.

At the time of registration of conveyance of the project land, the PURCHASER/ALLOTTEE shall pay to the PROSPECTIVE VENDOR/DEVELOPER, the PURCHASER'S/ALLOTTEE'S share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the said project land to be executed in favour of the Apex Body or Federation. **However the PROSPECTIVE VENDOR/ DEVELOPER shall cause the transfer of the said Apartment along with the proportionate share in the said project Land unto PURCHASER/ALLOTTEE by a deed of sale incase of non formation of such Co-Operative Housing Society or incase of formation of Maintenance Society or any Associations .**

13. REPRESENTATIONS AND WARRANTIES OF THE ORIGINAL OWNER/DEVELOPER CUM PROSPECTIVE VENDORS NO. 2

The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 hereby represents and warrants to the PURCHASER/ALLOTTEE as follows:-

i. The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual,

physical and legal possession of the project land for the implementation of the Project;

ii. The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land;

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

vi. The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER/ALLOTTEE created herein, may prejudicially be affected;

vii. The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any other person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of PURCHASER/ALLOTTEE under this Agreement;

viii. The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 confirms that the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 is not restricted in any manner whatsoever from selling the said Apartment to the PURCHASER/ALLOTTEE in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the building to the association of purchasers/allottees the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall handover lawful, vacant, peaceful and physical possession of the common areas of the said building to the Association of the purchasers/allottees.

x. The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said project Land) has been received or served upon the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 in respect of the project land and/or the Project except those disclosed in the title report.

14. The PURCHASER/ALLOTTEE with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 as follows:-

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

(ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the Said Apartment is situated, including entrances of the building in which the Said Apartment is situated and in case any damage is caused to the building in which the Said Apartment is situated or the Said Apartment on account of negligence or default of the PURCHASER/ALLOTTEE in this behalf, the PURCHASER/ALLOTTEE shall be liable for the consequences of the breach.

(iii) To carry out at his/her own cost all internal repairs to the said Apartment and maintain the said Apartment in the

same condition, state and order in which it was delivered by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 to the PURCHASER/ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the Said Apartment is situated or the Said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER/ALLOTTEE committing any act in contravention of the above provision, the PURCHASER/ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the Said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 and/or the Society or the Limited Company.

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

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

(vii) Pay to the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 or the Society within fifteen days of demand by the PROSPECTIVE VENDOR/DEVELOPER, his share of security deposit any, taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the said Apartment is situated.

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

(ix) The PURCHASER/ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Apartment until all the dues payable by the PURCHASER/ALLOTTEE to the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 under this Agreement are fully paid up.

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

15. The DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall maintain a separate account in respect of sums received by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 from the PURCHASER/ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

The PURCHASER/ALLOTTEE shall have no claim save and except in respect of the Said Apartment along with the proportionate indivisible share hereby agreed to be sold to him/her. All unsold or un-allotted inventory shall continue to remain the property of the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 until sold/allotted.

17. DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 SHALL NOT MORTGAGE OR CREATE A CHARGE

After the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/ALLOTTEE who has taken or agreed to take such said Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the PURCHASER/ALLOTTEE by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 does not create a binding obligation on the part of the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 or the PURCHASER/ALLOTTEE until, firstly, the PURCHASER/ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the PURCHASER/ALLOTTEE and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the PROSPECTIVE VENDOR/DEVELOPER. If the PURCHASER/ALLOTTEE(s) fails to execute and deliver to the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the PROSPECTIVE VENDOR/DEVELOPER, then the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall serve a notice to the PURCHASER/ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/ALLOTTEE, application of the PURCHASER/ALLOTTEE shall be treated as cancelled and all sums deposited by the PURCHASER/ALLOTTEE in connection therewith including the booking amount shall be returned to the

PURCHASER/ALLOTTEE without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the PURCHASER/ALLOTTEE has to make any payment, in common with other purchasers/allottees in the Project, the

same shall be in proportion to the carpet area of the Said Apartment to the total carpet area of all the Apartment/Shops and offices in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces if any, shall be added to carpet area of respective purchasers/allottees.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 through its authorized signatory at the PROSPECTIVE VENDOR/DEVELOPER's Office, or at some other place, which may be mutually agreed between the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 and the PURCHASER/ALLOTTEE, after the Agreement is duly executed by the PURCHASER/ALLOTTEE and the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar of Salcete at Margao Goa. Thereafter this Agreement shall be deemed to have been executed.

26. The PURCHASER/ALLOTTEE and/or DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 shall present this Agreement as well as the deed of conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 will attend such office and admit execution thereof.

27. That all notices to be served on the PURCHASER/ALLOTTEE and the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/ALLOTTEE or the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 by Registered Post A.D

and notified Email ID at their respective addresses specified below:-

Name of PURCHASER/ALLOTTEE :

R/o

Notified Email ID:

Name of PROSPECTIVE VENDOR/

DEVELOPER name: Mr. Damodar alais Chirag Datta Naik

Director

Commonwealth Developers Pvt Ltd.

CD FOUNTAINHEAD, Murida, Fatorda , Salcete Goa 403602

Notified Email ID: kdnaik@cdhomes.com

It shall be the duty of the PURCHASER/ALLOTTEE and the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 or the PURCHASER/ALLOTTEE, as the case may be.

28. JOINT PURCHASER/ALLOTTEES

That in case there are Joint PURCHASER'S/ALLOTTEE'S, all communications shall be sent by the DEVELOPER CUM PROSPECTIVE VENDORS NO. 2 to the PURCHASER/ALLOTTEE whose name appears first and at the address given by her which shall for all intents and purposes to consider as properly served on all the PURCHASER'S/ALLOTTEE'S .

29. STAMP DUTY AND REGISTRATION:-

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

30. DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and

Development) Act, 2016, Rules and Regulations, thereunder or

In the event of any dispute between the parties the resolution of such a dispute shall be first referred to mediation to Confederation of Real Estate Developers Association of India (CREDAI) and the grievances shall be referred to the Consumer Redressal Forum formed by CREDAI or

If the parties are unable to arrive at an amicable settlement in the mediation, the any party may have the matter referred to arbitrator/s under the Arbitration and Consultation Act 1996. The place of arbitration shall be Margao-Goa.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

SCHEDULE I

All that Plot no. 17 admeasuring 1002 m2 of the property known as TOLCAICATEM situated at aquem alto, within the area of Margao Municipal Council , taluka and sub-district of Salcete , District of South Goa , State of Goa , described in the land registration office of Salcete under no. 40,077 at page 177 reverse of Book B 103 of New Series , enrolled in the land revenue office under matriz no. 1152 and the said plot surveyed under chalta no. 59 of P.T. Sheet no. 196 and bounded

on the east by reserved road,

west by by plot no. 11 of the same property under chalta no. 51 and 52 of P.T. Sheet no. 196,

on the north by plot no. 16 under chalta no. 50 and 60 of P.T.Sheet No. 196 and

on the south by plot no. 18 under chalta no. 58 of P.T. Sheet no. 196.

SCHEDULE II

Apartment No. **A-.... (GROUND FLOOR)** situated in the block "CRESCENT MOON" of the complex named **CD CRESCENT MOON** admeasuring an super built up area of ... **M2** Situated at Aquem, Margão Goa and is bounded as under

On the East: By

On the West: By

On the North: By

On the South: By

SCHEDULE III

SCHEDULE III

SPECIFICATIONS

STRUCTURE :

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

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

FLOOR /WALL TILING

Vitrified Flooring for entire Floor.

Wall tiles for Toilets up to Ceiling.

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

Granite/ Marble Sills on the inner side of the window

Granite Frames for toilet doors.

Kitchen Dado upto a height of 600 mm.

WALL FINISH

Internal Walls of cement plastered walls and 3 coat Birla wall putty.

Acrylic emulsion paint in pastel Colours on Walls and ceiling

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

DOORS & WINDOWS

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

Internal door frames of precast concrete.

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

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

All windows will be of UPVC / Aluminum open able /sliding shutters with clear glass.

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

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

KITCHEN PLATFORM AND SINK:

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

Provision for refrigerator, water purifier and chimney in kitchen

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

PLUMBING AND SANITARY INSTALLATIONS:

Concealed internal plumbing in CPVC / White PVC pipes

Chromium Plated CP fittings of premium make.

Wall mounted (2 in 1) hot and cold mixer for kitchen sink

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

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

White coloured Washbasin with counter and single lever hot and cold mixer.

Health faucet in all toilets.

Geysers provision in all toilets.

SOIL AND WASTE WATER LINE:

Soil and waste water line (exposed and concealed) will be of PVC SWR pipes.

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

ELECTRIC SUPPLY AND WIRING:

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

The distribution of points is as follows:

Living room with Balcony: Five lights points, one 2 way fan points, one two way light point, two 5amps plug point on switchboard, Two 5amps plug points on separate board, two TV point & one Telephone point , One direct line (BSNL) telephone point and one society internal telephone point, one additional data point and 15 amps point for split type AC.

Dining Room: (1& 4): TWO light points, One Fan Point, One 5 amps plug point on separate board, one bell point.

(2& 3 series): TWO light points, One Fan Point, One 5 amps plug point on separate board, one bell point.

Bedroom with Balcony: (1& 4 series): Two light points, one two way light point, One 2- way fan point, one 5amps plug point on switch board, two 5amps plug point on separate board, 15amps point for split type A.C.

(2 & 3series): One light points, one two way light point, One 2-way fan point, two 5amps plug point on separate board, 15amps point for split type A.C.

Master Bedroom with Balocony: Three light points, one two way light point, one 2-way fan point, two 5amps plug point on switch

board, two 5amps plug point on separate board, 15amps points for split AC, and also TV point, & one data socket point.

Kitchen with service balcony: Two light point, one fan point, one 5amps plug point for mixer, two 15 amps point for hob & hood on separate board, one 5 amps point for aqua guard & one 15 amps plug point for fridge & one 15 amps plug point for washing M/C, one 15 amp point for inverter connection, one 20 amp plug point for geyser, one 20 amp plug point for micro wave.

Toilet: All toilets to have One light point, one exhaust fan point, one 5amps plug point & One light point above wash basin & one 20 amps plug point for geyser in all toilets.

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

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

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

Provision for cable TV connection will be provided in living and master bedroom. However monthly cable TV Charges of the cable TV operator will have to be paid by the **ALLOTTEE**.

Modular Switches of Legrand or Equivalent

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

WATER SUPPLY:

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

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

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

MISCELLANEOUS

- Common telephone tag boards
- Independent electrical connection for each unit.
- Common water connection for each apartment building.
- Common water / electrical meter for common areas like stairways, driveways, pump house, etc
- Charges towards consumption of water and electricity through common meters shall be shared by all the **ALLOTTEE**.
- The **DEVELOPER** shall only provide the required electrical test report to the effect that the work is executed as per Government specifications which is sufficient for obtaining electrical connection.

SCHEDULE IV

PAYMENT SCHEDULE

The **ALLOTTEE CUM PURCHASER** shall make payment to the **DEVELOPER CUM PROSPECTIVE VENDORS NO. 2** as per the SCHEDULE given below:
SCHEDULE – II

Particulars	Installment	G S T
On Agreement	Rs. /-	
Stamp duty(2.9% on agreement)	Rs. /-	
Infrastructure Tax	Rs. /-	
On Completion of Stilt/Plinth	Rs./-	Rs./-
On Completion of First Slab	Rs./-	Rs./-
On Completion of Second Slab	Rs./-	Rs./-
On Completion of Third Slab	Rs./-	Rs./-
On Completion of Fourth Slab	Rs./-	Rs./-
On Completion of Fifth Slab	Rs./-	Rs./-
On Completion of Sixth Slab	Rs./-	Rs./-
On Completion of Seventh	Rs./-	Rs./-

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

*** GST presently charged @00% which have to be paid with every payment of Installment and may vary subject to change in rates at the time of payment.**

***Water /Electricity Connection Charges/ Transformer Deposits Stamp Duty/Registration Fees may vary**

Subject to changes if any as applicable at the time of possession/ conveyance

SCHEDULE VI

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

The three years services covered for maintenance include the following.

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

Services which are not included are

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

Landscaped gardens:

1. The **DEVELOPER CUM PROSPECTIVE VENDORS NO. 2** shall maintain the gardens on regular basis.
2. The owners/residents are not entitled to litter or throw refuse/ dirt across in the garden area.
3. The **ALLOTTEE CUM PURCHASER** or anybody visiting through the **ALLOTTEE CUM PURCHASER** are not entitled to pluck any plant/flower from the garden. Plucking of fruits from the trees planted in the Complex is strictly prohibited. The personnel employed by **DEVELOPER CUM PROSPECTIVE VENDORS NO. 2** shall sell the fruits/flowers and proceeds shall be utilized for the maintenance.
4. The open space can be used for any function or private meeting with the permission of the Society/**ALLOTTEE CUM PURCHASER**. The **DEVELOPER CUM PROSPECTIVE VENDORS NO. 2** may impose a nominal fee for this facility depending upon the costs that shall be required for cleaning the area after the function/meeting. Music or entertainment of such function should not cause nuisance to the other purchasers and shall be stopped by 10.00 PM as per Government Guidelines.
5. The **ALLOTTEE CUM PURCHASER** are not allowed to plant any other trees, bush etc on landscaped garden area.
6. The **ALLOTTEE CUM PURCHASER** are not allowed to erect any structure (Religious or otherwise) in common areas/ landscaped garden

Lighting and plumbing:

1. The **DEVELOPER CUM PROSPECTIVE VENDORS NO. 2** shall ensure all external plumbing works are attended with promptitude in time of need pertaining to clogging and choking of pipes.

2. The **DEVELOPER CUM PROSPECTIVE VENDORS NO. 2** shall see adequate lighting arrangement are provided at the common areas by switching on the lights between 7 p.m. to 11.30 p.m. and thereafter only necessary lights will be lit between 11.30 p.m. to 6 a.m. everyday.

Security

1 A 24-hrs security will be provided at the complex by a guard who will also operate the main Gate of the Complex. The security company shall be chosen by the **DEVELOPER CUM PROSPECTIVE VENDORS NO. 2** .

2 The security guard shall only be responsible for the maintenance of traffic and parking within the complex and will not be responsible for security of individual units and their belongings.

General:

1. Owners and residents referred to hereinabove include the family members of the purchasers who have purchased premises in the said property.

2. The **DEVELOPER CUM PROSPECTIVE VENDORS NO. 2** are entitled to entrust the maintenance of the complex to a third party contractor who shall conduct the maintenance and provide services as contained in this agreement.

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

Signed and Delivered by the within named

OWNERS CUM PROSPECTIVE VENDORS No. 1

1.

Mr. Atik Ismail Banducda

RIGHT HAND FINGERPRINTS

THUMB	INDEX	MIDDLE	RING	LITTLE

LEFT HAND FINGERPRINTS

LITTLE	RING	MIDDLE	INDEX	THUMB

2.

Mrs. Ruksana A. Banducda

RIGHT HAND FINGERPRINTS

THUMB	INDEX	MIDDLE	RING	LITTLE

LEFT HAND FINGERPRINTS

LITTLE	RING	MIDDLE	INDEX	THUMB

Signed and Delivered by the within named

DEVELOPER CUM PROSPECTIVE VENDOR No. 2

Mr. DAMODAR alias CHIRAG DATTA NAIK
As Director
for **COMMONWEALTH DEVELOPERS PVT LTD**

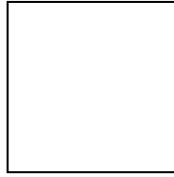
RIGHT HAND FINGERPRINTS

THUMB	INDEX	MIDDLE	RING	LITTLE

LEFT HAND FINGERPRINTS

LITTLE	RING	MIDDLE	INDEX	THUMB

**Signed and Delivered by the within named
ALLOTTEE CUM PURCHASER:-**



RIGHT HAND FINGERPRINTS

THUMB	INDEX	MIDDLE	RING	LITTLE

LEFT HAND FINGERPRINTS

LITTLE	RING	MIDDLE	INDEX	THUMB

In the presence of : -

a. Mrs. Betty Goes _____

R/o Sernabatim, Colva, Salcete Goa

b. Mr. Baban Kalekar _____

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