

Letter of Allotment (“LOA”)

_____, 20__

To:

[Name and Address of Allottee]

Dear [•]

Sub: Allotment of Villa no. [•] having a carpet area (per RERA) specified hereunder (“Villa”) together with the benefit of the use of an exclusive garden/open area in the development project, known as “Acron Quinta d’ Oliveira” to be constructed on the land bearing survey no. 16/1 situate at Punola, Ucassaim, Bardez, Goa (“Project Land”).

- (1). We are developing upon the Project Land, the project known as “Acron Quinta d’ Oliveira”, being the construction of a residential complex of villas together with various common areas and amenities (“Project”) on the Project Land.
- (2). We are entitled, and propose, to allot and sell the villas in the Project on an ‘ownership basis’, or otherwise deal with and/or dispose of the same on such terms and conditions as we deem fit at our sole discretion.
- (3). You have shown an interest in purchasing the Villa together with the exclusive use of the EGA (as defined below) appurtenant thereto, the PUR (as defined below) and the right to use the common areas and amenities described below, and you confirm that you have been apprised and made aware of, and irrevocably, and unconditionally agree, undertake and accept the following matters in respect of the Project, the Villa, the EGA, the PUR and the facts and matters stated above, as well as the following :
 - (a). the Project has been registered under the Real Estate (Regulation and Development) Act, 2016, and the applicable Goa Real Estate (Regulation and Development) (Regulatory Authority Form of Annual Statement of Accounts and Annual Report) Rules, 2017 (collectively, “RERA”) under No. _____;
 - (b). the current sanctioned layout and building plans, documents, records and permissions in respect of the Project, are all disclosed to, and have been inspected and accepted, by you. Further approvals and sanctions in respect of the Project will be issued from time to time during the course of the Project;
 - (c). the proposed plans in respect of the Project, are subject to alteration for betterment of the Project, and if and as required by any regulatory or legal requirements, or compliances;
 - (d). it is anticipated that the Date of Offer of Possession of the Villa shall be 30th November 2027, in normal circumstances, subject to force majeure conditions, bespoke changes and/or customizations or modifications of the Villa and/or circumstances beyond our control, and subject to timely receipt of necessary approvals from concerned authorities including issuance of the Occupancy Certificate and compliance of all the terms and conditions by the allottees of villas in the Project.
 - (e). the common areas and amenities are planned to be completed at the time of the entire Project completion, and you are aware, accept and shall have no claim or objection in relation thereto;
 - (f). The Purchase Consideration (defined hereinafter) shall be free of escalation/increase other than that consequent to or on account of escalation/increase in development charges payable to Government Authorities (as defined below) and/or any other increase in charges, taxes that are or may be levied or imposed by any Government Authorities (as defined below), from time to time; and
 - (g). no terms, conditions, particulars or information, whether oral, written or otherwise given or represented, including those contained/given in any advertisement and/or brochure, by us and/or by

our agents to you and/or to your agents, other than such terms, conditions and provisions as are contained herein shall be deemed to form part of this LOA and you expressly confirm the same.

(4). The particulars of the Villa are as follows:

| | |
|---|--|
| Number: | |
| Type/Category: | |
| Carpet Area (per RERA) (as shall be defined in the Sale Agreement and is defined below): | approximately _____ sq. mts. (equivalent to _____ sq. ft.) |
| Super Built-up Area (as shall be defined in the Sale Agreement and is defined below): | approximately _____ sq. mts. (equivalent to _____ sq. ft.) |
| Saleable Area (as shall be defined in the Sale Agreement and is defined below): | approximately _____ sq. mts. (equivalent to _____ sq. ft.) |
| EGA (as shall be defined in the Sale Agreement and is defined below): | approximately _____ sq. mts. (equivalent to _____ sq. ft.) |
| Exclusive Area (as shall be defined in the Sale Agreement and is defined below): | approximately _____ sq. mts. (equivalent to _____ sq. ft.) |

(5). The purchase consideration in respect of the Villa (“Purchase Consideration”) and the payment schedule thereof is as follows:

| | |
|------------------------------------|------------------|
| Price of the Villa (excluding GST) | Rs. _____ |
| Add: GST: | |
| SGST @ 2.5% | Rs. _____ |
| CGST @ 2.5% | Rs. _____ |
| Price (including GST) | Rs. _____ |

PAYMENT SCHEDULE

| | | |
|-------|------------------|-----------|
| (i) | On _____ [•] | Rs. _____ |
| | Add: SGST @ 2.5% | Rs. _____ |
| | CGST @ 2.5% | Rs. _____ |
| | | Rs. _____ |
| (ii) | On _____ [•] | Rs. _____ |
| | Add: SGST @ 2.5% | Rs. _____ |
| | CGST @ 2.5% | Rs. _____ |
| | | Rs. _____ |
| (iii) | On _____ [•] | Rs. _____ |
| | Add: SGST @ 2.5% | Rs. _____ |
| | CGST @ 2.5% | Rs. _____ |
| | | Rs. _____ |
| (iv) | On _____ [•] | Rs. _____ |
| | Add: SGST @ 2.5% | Rs. _____ |
| | CGST @ 2.5% | Rs. _____ |

| | | |
|--------|---|--|
| | | Rs. _____ |
| (v) | On _____ [•] Add: SGST @ 2.5% CGST @ 2.5% | Rs. _____ Rs. _____ Rs. _____ Rs. _____ |
| (vi) | On _____ [•] Add: SGST @ 2.5% CGST @ 2.5% | Rs. _____ Rs. _____ Rs. _____ Rs. _____ |
| (vii) | On _____ [•] Add: SGST @ 2.5% CGST @ 2.5% | Rs. _____ Rs. _____ Rs. _____ Rs. _____ |
| (viii) | On _____ [•] Add: SGST @ 2.5% CGST @ 2.5% | Rs. _____ Rs. _____ Rs. _____ Rs. _____ |
| (ix) | On _____ [•] Add: SGST @ 2.5% CGST @ 2.5% | Rs. _____ Rs. _____ Rs. _____ Rs. _____ |
| (x) | On _____ [•] Add: SGST @ 2.5% CGST @ 2.5% | Rs. _____ Rs. _____ Rs. _____ Rs. _____ |
| (xi) | On _____ [•] Add: SGST @ 2.5% CGST @ 2.5% | Rs. _____ Rs. _____ Rs. _____ Rs. _____ |
| (xii) | On the Date of Offer of Possession (as shall be defined in the Sale Agreement) Add: SGST @ 2.5% CGST @ 2.5% | Rs. _____ Rs. _____ Rs. _____ |
| | Total | Rs. _____ |

(6). Stamp Duty, Registration Fees and other costs:

Stamp Duty, Registration and legal charges is to be paid by you in two stages:

- (a) At the stage of execution of the Sale Agreement (as defined below) are:
- (i) Stamp duty @ 2.9%: Rs. _____ (Rupees _____).
 - (ii) Registration fees @ 3%: Rs. _____ (Rupees _____).
 - (iii) Legal Charges: payable to the solicitor for the drafting, preparation, uploading, taking the appointment and registration of the Sale Agreement (as defined below): Rs. 21,000 (Rupees Twenty one thousand).
- (b) At the stage of execution of the Sale Deed :
- (i) Stamp duty @ ___%: Rs. _____ (Rupees _____).

- (ii) Registration fees: Rs. 500 (Rupees Five Hundred).
- (iii) Legal Charges: payable to the solicitor for drafting, preparation, uploading, taking the appointment and registration of the Sale Deed: Rs. 20,500 (Rupees Twenty thousand Five hundred).

The Stamp Duty and Registration Fees specified herein are currently prevailing rates and are subject to revision.

- (7). On taking possession of the Villa, an amount of Rs. _____ (Rupees _____) is to be paid by you as a provisional contribution towards the first year's share of maintenance and other expenses of the Entity/Organisation to be formed for the management and maintenance of the complex on its completion.
- (8). In addition to the Purchase Consideration and other costs and liabilities referred to in paragraphs (5) , (6) and (7) hereinabove:
- (a). all taxes including Goods and Services Tax (GST) and other taxes and impositions as may be applicable and any periodic increases or revisions thereof and/or any fresh tax, cess, duty or levy and any other like taxes/ imposts/ impositions, whether applicable/payable now or which may be applicable, levied, or payable in future, by the Central and/or State Government or any local, public or statutory authorities or bodies, in respect of the Villa, and/or the proposed transaction, and/or the Consideration, and/or in respect of the duly constructed Villa, and/or by virtue of any notification, order, directive of any court of law, tribunal, and/or by virtue of any amendment to any law or rules and/or any new law enacted or rules , and whether with retrospective or prospective effect, as the case may be, shall be borne and paid by you alone, irrespective of whether you have or have not taken possession of the Villa, and consequently you shall within seven (7) days from a written demand made on you, by us, pay, or (at our sole option) reimburse all such levies, taxes, cess, charges , dues, duties and impositions (as the case may be), without delay, demur or default. Further, if any additional liability towards tax, cess, charges, impositions or duties or towards any interest, penalty or such liability of whatsoever nature arising under the Income Tax Act 1961, or any statutory modification, or re-enactment thereof, or statute or code enacted to replace the same, in force from time to time ("**Income Tax Act**") as amended or as may be amended from time to time, is caused to us on account of delay on your part to execute and register the Sale Agreement (as defined below), you will be liable to reimburse/pay to us all amounts of such additional liability towards tax, cess or duties or interest, penalty or any other liability, as the case may be. You shall indemnify us and keep us fully indemnified in respect of such claims/statutory dues and the non-payment or delayed payment, thereof; and
 - (b). you shall be liable to bear and pay maintenance charges, deposits, corpus fund, infrastructure and development charges, common amenities charges, deposits and charges for electricity, piped gas, and/or water meters and connections, legal charges, stamp duty, registration charges, formation registration and membership charges of the Entity/Organisation, and if applicable for the purchase and acquisition of the requisite shares thereof, within fifteen (15) days from the date of any demand/s made by us.
- (9). You shall be liable to pay to us all amounts/installments of the Purchase Consideration within fifteen (15) days from the respective dates of demands made on you by us, together with the applicable taxes levied thereon. Further, you shall, in accordance with the applicable provisions of the Income Tax Act (presently being Section 194-IA thereof), be liable to deduct tax at source from the Purchase Consideration and other payments referred herein and in the Sale Agreement (as defined below), ("**TDS**") whereby you shall deposit the same in the government treasury through electronic payment in any of designated banks and in the manner as specified under the Act. Upon your making payment of such TDS you are mandatorily required to furnish to us Form 16B evidencing payment within twenty-one days (21) of making such payment. Please further note that the deduction and payment of TDS under the Income Tax Act is exclusively and solely your liability and, in the event of failure on your part to pay the same, you alone shall be liable and responsible for interest, penalty and/or any other consequences, if any, under the Income Tax Act. You shall indemnify and keep us fully indemnified in respect of such claims/ statutory and other dues and non-payment or delayed payment thereof.

(10). In respect of the payment of all instalments of the Purchase Consideration, deposits and other charges as specified above, time shall be of the essence, and any delay in payment to us will attract interest at the State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus two per-cent per annum prevailing as on date hereof, until the Sale Agreement (defined hereinafter) is executed, and in respect of installments payable on and after the date of execution of the Sale Agreement (defined hereinafter), the aforesaid rate of interest prevailing as on the date of execution of the Sale Agreement (defined hereinafter). Payments received by us, will first be applied towards applicable interest and other dues (including GST), and the balance, if any, will be appropriated towards installments of the Purchase Consideration. Further, if any payments made by you, without the aforesaid interest included, are accepted by us, the same shall not be a waiver of your liability to pay such interest as aforesaid.

(11). All specifications, images, plans, designs, facilities, amenities, dimensions, elevations and any other Information contained in any promotional material relating to the Project are subject to changes/ revisions/ alterations in accordance with the approvals, orders, directions and/or regulations of the concerned/relevant authorities and/or for compliance with laws/regulations in force from time to time. In view of the above, we may change/alter the above in consonance with approvals, orders, directions, Applicable laws (as defined below), regulations, etc. Unless otherwise stated, all the images, visuals, materials and information contained in any promotional material are purely creative/artistic concepts strictly for illustrative purposes and may not be actual representations of the specifications, product and/or any amenities to be provided. None of the above shall be construed to form any basis of, and/or serve as an inducement or invitation for payment of any advance and/or deposit, to be made by a prospective allottee under the relevant provisions of law or otherwise and solely the amenities/ specifications, features mentioned in the Sale Agreement (as defined below) shall be final.

(12). **Other Terms and Conditions:**

(a). We are at liberty to avail of, financial assistance from bank/s and/or financial institution/s and/or from any person/s, against, inter alia the Project, the Project Land, and/or any receivables thereof. Such security interest/s created in or over the Villa will be released, at our costs, from time to time, but in any event, prior to the execution and registration of the Sale Deed.

(b). On or before the completion of construction of all the villas, and on receipt of the final approvals and permissions in respect thereof (including the final Occupancy Certificate/s in respect thereof), we shall, at our sole discretion, form an entity, organisation, association, or body, comprising of allottees of villas ("**Entity/Organisation**"), or alternatively undivided rights ownership shall be passed to the allottees of villas in the Project including the Project Land together with the ownership of their respective villas, as deemed fit by us. Further, we shall, upon the full completion of the Project, convey and transfer, under one or more Deed/s of Transfer, the Project, the Project Land and the common areas and amenities to the Entity/Organisation as we determine, in our sole discretion, or alternatively transfer title through undivided share ownership the structures as referred to above. For the purpose of clarity, the Deed/s of Transfer shall be executed by us on completion of 90 days from completion of the Project, including the receipt of the last Occupation Certificate/s in respect of the Project.

(c). (i). The Standard Specifications of the Villa and the Amenities shall be as follows:

(ii). Purchase prices will vary between villas in the Project depending on the respective allottee/s choice/selection of design, features, specifications, extra items and changes, fittings or finishes; and also on the respective Saleable Area of the villas, their respective category/type, views and micro-location within the complex.

(iii). It is to be noted here that the Super Built-up Area, Saleable Area, and area of the EGA and Exclusive Area of the Villa are subject to variation, the details of which will be specified in the Sale Agreement. The dimensions, extent and area of the EGA are subject to variation as dictated by on-site conditions

and layout/geometry of the internal roads, services, amenities and pathways, etc. that abut or surround the Villa, and the precise, final dimensions, extent and area of the EGA shall be that obtaining as finally defined/demarcated on site by us on completion of the complex. The allottee/s shall have the right of exclusive use and enjoyment of the EGA.

- (d). The composite and complete terms and conditions of the allotment (if finalised and confirmed) of the Villa, to you, shall be incorporated in a Sale Agreement, subject to the due compliance by you of the terms, conditions and provisions hereof ("**Sale Agreement**").
- (e). In the event of any failure, breach and/or default, by you, of any of the terms and conditions hereof by you, including any delay in payment by you of any instalment/s of the Purchase Consideration, and/or other charges, liabilities or taxes payable by you herein, we shall give you fifteen (15) days' notice to you to remedy such failure, breach, or default. In case you fail to remedy and cure such failure, breach, or default within the aforesaid period of fifteen (15) days' notice period, then we shall be fully and freely entitled (but not obliged) to forthwith unilaterally terminate and/or cancel this LOA and the agreement to sell herein, without any further reference and/or notice to you and refund to you the amounts as specified in paragraph (5) hereinabove. On such termination and refund, we shall be free to market, sell and otherwise deal with the Villa, the EGA and the car parking space in any manner, as we may deem fit, without any reference to you.
- (f). On termination/cancellation of this LOA, you shall cease to have any rights hereunder or whatsoever, and all amounts, deposits and charges, including the Booking Amount, paid by you till the date of termination or cancellation, as the case may be, shall be refunded to you (without any liability on our part to pay to you any interest, compensation, damages or other amounts, and/or to reimburse to you,) either if the termination /cancellation is on account of default/breach by you as aforesaid, or on account of cancellation by you as aforesaid after deducting pre-estimated liquidated damages (which you and we consider to be reasonable, and not as a penalty) of Rs. 1,00,000 (Rupees One lakh Only) and the brokerage/commission, if any, paid to real estate agent/s in relation to the allotment of the Villa including taxes, if any, accrued and payable but not paid and accrued interest, if any, and other charges, if any, incurred by us, in respect of the above earmarking. We shall not be liable to refund to you the GST, stamp duty and other taxes, if any, paid by you and deposited by us in the government treasury, prior to such termination and/or cancellation, as the case may be. In the event of your failure to submit TDS Certificate/s to us, we shall not be responsible to refund the amount deposited by you as TDS. The amount to be refunded as specified herein shall be arrived at by making the applicable deductions out of the net consideration received from you, by us. Notwithstanding anything to the contrary herein, the aforesaid refund by us shall be made within thirty days from the date on which such refund becomes due and payable to you. This condition shall be applicable till the Sale Agreement in respect of the Villa is executed and registered. However, subsequent to execution and registration of the Sale Agreement, the condition regarding deduction of the amount on termination or cancellation, as the case may be, shall be governed by the terms of the Sale Agreement. Refund of the amount to be made as specified herein, shall be made in Indian Rupees by issue of cheque in your name (in the name of the first named person, as applicable) or by directly crediting your Bank account in India. In the event of termination of this LOA and refund, this LOA itself shall constitute an authorization by you to us to pay all refund amounts to the bank account/s from which the amount was paid by you.
- (g). This writing does not create, vest, or transfer to you any right or interest whatsoever in the Villa and the EGA or the Exclusive Area. Without prejudice to your continuing obligations herein, we may execute the Sale Agreement in your favour, in terms hereof, subject to what is stated above, and subject to your observance, performance and compliance of the terms, conditions and provisions hereof. This LOA does not create a binding obligation on you or our company and shall not be treated or deemed to be an agreement as contemplated under provisions of law. In the event of your or our inability or unwillingness to enter into the Sale Agreement, all installments of the Purchase Consideration, advances or other amounts paid by you shall be treated as a refundable deposit and shall be refunded to you in full, but without any interest, within 30 days of notification from you or us in respect of the refund.

- (h). You shall at your own initiation, cost and expenses and at the earliest present and lodge the Sale Agreement as well as the other transfer documents as referred to hereinabove for registration with the Jurisdictional Civil cum Sub-Registrar at Mapusa, Goa and admit execution of the same within the time limit prescribed under the Registration Act and therein and our company undertakes to make its duly authorised signatories available to admit the execution thereof.
- (i). If you fail or neglect to execute, present and lodge the Sale Agreement for registration within the aforesaid time for any reason whatsoever, we shall not be liable or responsible for the non-registration of the Sale Agreement and for the consequences or liabilities arising therefrom. If, as a consequence of any delay/s by you in registering the Sale Agreement, the payment of any instalment/s of the Purchase Consideration by the respective due date/s specified above get delayed, you shall be bound and liable to pay interest to us at the rate of MCLR + 2% on all such delayed or unpaid instalments, without prejudice to our other rights provided for herein.
- (j). Our company shall not be responsible or liable, in any manner, for any change / postponement / cancellation of scheduled dates and time for registration of the documents or for any revised estimation /adjudication of the sale documents by the Sub-Registrar for the purpose of levy of Stamp Duty and registration fee.
- (k). If, as a consequence of any delay(s) by you in registering the Sale Agreement, our company is prevented or becomes ineligible under the Applicable Laws (as defined below), rules and regulations from receiving/accepting from you any instalment(s) of payments of Purchase Consideration by the respective due date(s), you shall be bound and liable to pay interest to our company at the rate of MCLR + 2% on all such delayed or unpaid instalments, without prejudice to our other rights in this respect.
- (l). The terms and conditions of the Sale Agreement shall prevail and be applicable and binding at all times. This LOA shall cease to operate and be of effect either upon its cancellation or termination, or upon the execution and registration of the Sale Agreement in respect of the Villa.
- (m). All notices and other communications to be given under this Letter of Allotment shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the following address. Change in your address/email, if any, to be communicated by you in writing to us.

To: [•]

Address: [•]

E-mail: [•]

As regards ourselves, all notices, intimations correspondence and other communications, shall be addressed by you to us at our registered office address and/or by e-mail, at the e-mail address mentioned below:

E-mail: alt@acronindia.com

- (n). The car parking space and the right to use/enjoyment of the EGA of each villa are provided without consideration and shall form part of and be conveyed along with the villa.

Our bank account details for SWIFT/RTGS/NEFT transfers are as follows:

Acron Developers Private Limited

Bank : Axis Bank Ltd.

Address: Mapusa, Goa

Account No. : 923020065448522

IFSC / RTGS codes: UTIB0000180

Our PAN no. is: AAECA7043C

(13). Representations and Declaration by you:

[● For Indian Citizens

(a) You have assured, warranted, declared and represented to, and have irrevocably undertaken as follows:

- (i) you are (a) citizen/s of India and resident/s of India under all Applicable Laws (as defined below);
- (ii) you are not (a) foreign company, or foreign citizen/s, or (a) person/s of Indian origin (PIO), or (a) non-resident Indian/s (NRI), and that the provisions of FEMA (as defined below) or any like Applicable Laws (as defined below) do not apply to you;
- (iii) in the event of applicability of FEMA (as defined below) to any payment / refund between you and us at any time (due to change of circumstances or otherwise), including due to your status changing to a foreign company, or (a) person/s of Indian origin (PIO), or (a) non-resident Indian/s (NRI); it shall be your sole responsibility to comply with all the Applicable Laws (as defined below), including all procedures, formalities and conditions prescribed under such Applicable Laws (as defined below). In such event, any payments and/or refunds will be made from / to the account / channels as permitted under Applicable Law (as defined below). The aforesaid shall apply to all payments, including relating to taxes, deposits, outgoings, etc. payable in relation to the Villa, this LOA or the Sale Agreement.

And you indemnify and keep us fully indemnified in relation to the above, including for all consequences that may arise due to any act of omission or commission by you in that regard.

Or

For Foreign Citizens

(a) You have assured, warranted, declared and represented to, and irrevocably undertaken as follows:

- (i) you are (a) foreign national/s, but (a) person/s of Indian Origin (PIO) and hold/s Overseas Citizen of India (OCI) status; whereby you are subject to all Applicable Laws (as defined below);
- (ii) you are legally entitled to enter into this Sale Agreement and acquire the Villa, under all Applicable Laws (as defined below), including FEMA (as defined below), the Income Tax Act and the Foreigners Act.
- (iii) you are and shall always be solely liable and responsible for (and undertakes to comply with) all Applicable Laws (as defined below), compliances, procedures, formalities, notifications, rules, regulations, guidelines, conditions, etc., and/or of Government Authorities (as defined below), as applicable to the transaction herein, this LOA and/or the Sale Agreement (including relating to acquisition, holding, maintenance, dealing with and disposing off immovable property(ies) in India and/or relating to any remittances, payments and/or refunds between you and us at any time) in force, from time to time;
- (iv) you accepted and have undertaken that any payments and/or refunds (if any) between you and us will be made from or to the account / channels as prescribed/ permissible under Applicable Laws (as defined below). This provision shall apply to all payments, including relating to taxes, deposits, outgoings, etc. payable in relation to the Villa, this LOA and/or the Sale Agreement. It is clarified

that refunds (if any) to you shall be made solely in Indian Rupees and to your bank account in India. You shall furnish all required declarations and documents to us in the prescribed format, as may be requested by us.

And you indemnify and keep us fully indemnified in relation to the above, including for all consequences that may arise due to any act of omission or commission by you in that regard.]

- (b) You have further assured, warranted, declared and represented to, and irrevocably undertaken as follows:
- (i) you are in compliance with and have at all times been in compliance with all Applicable Laws (as defined below), including Money Laundering Laws (as defined below) and Anti-Corruption Laws (as defined below).
 - (ii) this LOA is in respect of the allotment of the Villa, for you alone and for your benefit alone, and not for and/or on behalf of and/or for the benefit of any other person/s or party/ies or as a benami, or otherwise in any other the capacity.
 - (iii) all payments made and to be made by you under this LOA and/or the Sale Agreement have been, and shall be, out of your personal funds, and in respect of which you have been and have undertaken to always be, in compliance with all Applicable Laws (as defined below).
 - (iv) you have not made, promised to make, or caused to be made any payments of anything of value, (i) to or for the use or benefit of any Government Official (as defined below); (ii) to any other person either for an advance or reimbursement, with knowledge or reason to know that any part of such payment would be directly or indirectly given or paid by such other person/s, or would reimburse such other person/s for payments previously made, to any Government Official (as defined below); or (iii) to any other person/s or entity/ies, to obtain or keep business or to secure some other improper advantage.
 - (v) you are not in default with respect to any orders known to and/or served upon you.
 - (vi) you have not received any notice from any Government Authority (as defined below) in respect of any non-compliance with any Applicable Laws (as defined below) including Anti-Corruption Laws (as defined below) and/or Money Laundering Laws (as defined below).
 - (vii) there is no outstanding investigation by any Government Authority (as defined below), and/or any dispute or proceedings with any person/s, or any internal investigation, relating to any violation of Applicable Laws (as defined below), including Anti-Corruption Laws (as defined below) and/or Money Laundering Laws (as defined below), by you, and/or any of your family members, employees, executives, principals, owners, directors, officers, managers, agents, employees, representatives, consultants or any other person/s acting for or on behalf of the foregoing (individually and collectively, a "Representative").
 - (viii) you, are not currently a Government Official (as defined below) or Government Authority (as defined below).

- (ix) no Government Official (as defined below) or Government Authority (as defined below) or has any legal or beneficial interest, directly or indirectly, in you, or to payments made and to be made hereunder.
- (x) neither you, nor any of your family members, and/or affiliates nor any Representative, is or are subject to any U.S. Economic Sanctions. Neither of you, nor any of your family members, and/or affiliates, nor any Representative, have knowingly made or will make any sales to or engage in business activities with directly for the purposes of financing the activities of, any persons and countries that are subject to U.S. Economic Sanctions, including any "Specially Designated Nationals and Blocked Persons" as prescribed thereunder."
- (xi) all payment/s received by us in good faith and on your express assurance, warranty and representation that such payment/s is/are in compliance with and does/do not violate any/all Applicable Laws (as defined below), including Money Laundering Laws (as defined below) and Anti-Corruption Laws (as defined below); the payment/s is/are for your benefit alone, and not for and/or on behalf of and/or for the benefit of any other person/s or parties or as a benami or name lender or otherwise in any other capacity; the payment/s has/have been made out of your personal, accounted funds; and no Government Official (as defined below) or Government Authority (as defined below) has any legal or beneficial interest, directly or indirectly, in the payment/s made hereunder.

In the event of you committing any act in contravention of these provisions, you alone shall be responsible and liable for all consequences in respect thereof to the concerned Government Authorities (as defined below) and under Applicable Laws (as defined below), and you indemnify and keep us fully indemnified in relation to the above, including for all consequences that may arise due to any act of omission or commission by you in respect thereof.

(14). The following terms wherever used in this letter shall mean as follows:

- (i). "Super Built-up Area" (SBUA) shall mean the aggregate of the built-up area of the Villa; the cross-sectional area of its walls; the area of the balconies, verandahs, open terraces, sundecks and bay windows of and exclusive to the Villa and the areas of its lofts and attics (if any).
- (ii). "Saleable Area" is the aggregate of the Super Built-up Area and the pro-rata area share of the structures that form part of the Common Areas & Amenities including but not limited to the security guard cabins, pool filtration room/s, utility rooms, covered walkways etc.
- (iii). "Carpet Area" as defined under clause (K) of Section 2 (k) of the Real Estate (Regulation and Development) Act, 2016 ("RERA") means the net usable floor area of the Villa, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Villa, where the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a villa, meant for the exclusive use of the allottee/s; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a villa, meant for the exclusive use of the allottee/s.
- (iv). "Exclusive Garden/open Area" abbreviated to "EGA" means the garden/open area appurtenant to and surrounding the villa being a limited and defined/demarcated common area for exclusive personal use and enjoyment by the allottee/s. The dimensions, extent and area of the EGA are subject to variation as dictated by on-site conditions and layout/geometry of the internal roads, services, amenities and pathways, etc. that abut or surround the Villa, and the precise, final dimensions, extent and area of the EGA shall be that obtaining as finally defined/demarcated on site by us on completion of the Project. The allottee/s shall have the right of exclusive use and enjoyment of the EGA.

- (v). "Exclusive Area" shall mean the aggregate of the EGA and the area of the Project Land lying underneath the Villa and its built structures and appurtenances.
- (vi) "Applicable Law/s" means and includes all statutes, laws, rules, regulations, bye-laws, development control rules and regulations, orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Government Authority (as defined below), or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to Project Land, and/or the Project, and/or govern the activities, transactions and matters specified herein and the contract created hereby, or any part/s thereof; and shall include, without limitation, Anti-corruption Laws (as defined below), Money Laundering Laws (as defined below), FEMA (as defined below), the Foreigners Act, 1946, the Income Tax Act, 1961, the Black Money (Undisclosed Foreign Income And Assets) And Imposition of Tax Act, 2015, and the Prohibition of Benami Property Transactions Act, 1988; all being of the Republic of India.
- (vii) "Anti-Corruption Laws" shall mean any law relating to anti-bribery or anti-corruption of any jurisdiction where the allottee/s reside/s and/or perform/s any business, including the Indian Prevention of Corruption Act, Central Act No.49\1988, as amended from time to time.
- (viii) "FEMA" shall mean the Foreign Exchange Management Act, 1999, the rules thereunder, the Exchange Control Regulations of the Reserve Bank of India, and all notifications, circulars, FAQs, directives, notifications and orders thereunder as amended from time to time.
- (ix) "Government Authority/ies" means the Government of India, the State Government of Goa, the Competent Authority and shall include, without any limitation, any federal, central, or state government, any ministry or department or functionary of the same, any semi-governmental authority, agency or instrumentality of any government, any local or other government, and any ministry, department, agency, officer, commission, or regulatory authorities, other statutory or public authority or body, or other body or person; any appellate authority, court, tribunal or judicial or quasi-judicial bodies and any local or other authority exercising powers executive, legislative, judicial, regulatory or administrative functions of a government conferred by Applicable Laws.
- (x) "Government Official/s" shall mean: (a) an officer, employee, agent, or any person acting in an official capacity for or on behalf of a Government, Authority including its departments, agencies, instrumentalities, quasi- or partially-government owned or controlled entities, or recently privatized government entities; (b) an officer or employee of an international organization (e.g. UN, IMF); or (c) an officer or employee of a political party or any party official, or a candidate for political office.
- (xi) "Money Laundering Laws" shall mean all money laundering-related laws of any jurisdictions where the allottee/s reside/s and/or conduct/s business and/or own/s assets, and any related or similar Law issued, administered or enforced by any Government Authority; and includes the Prevention of Money Laundering Act, 2002.

(15). Dossier:

A dossier containing copies of the documents of title of the property bearing survey no. 12/2 and the permissions/approvals for the construction thereon shall be handed over to you on execution of the Sale Agreement.

If you intend to avail of a loan from any housing finance institution for purchase of the Villa, please inform Mr. Elroy Mendonca (M: +919822384524, Email: elroy.mendonca@acronindia.com) regarding our terms and conditions in respect of loans availed from any bank, housing finance institution or other lender.

Payment by you to us of any amount towards the Purchase Consideration whether as a token payment or downpayment or installment automatically constitutes and signifies your agreement and acceptance of all the terms and conditions hereof, and acknowledgement and confirmation that you have agreed to and accepted all

facts, disclosures, terms and provisions set out herein and that you undertake not to raise any objection in respect thereof under any circumstances.

Sincerely,

For Acron Developers Private Limited

Authorised Signatory

You have notified our company of the following details:

Your name:

1) : _____ (PAN Card no.: _____, Aadhar Card no. _____, /OCI Card No.: _____)

2) : _____ (PAN Card no.: _____, Aadhar Card no. _____, /OCI Card No.: _____)

3) : _____ (PAN Card no.: _____, Aadhar Card no. _____, /OCI Card No.: _____)

Communication Details:

(i) Address : _____

(ii) Email ID : _____

(iii) Contact no.: _____

Cc to: Acron Developers Private Limited
Acron Waterfront Resort,
On the Seaward side of the Baga bridge,
Baga, Goa India - 403516.

Prepared by:

Checked by: