

AGREEMENT FOR CONSTRUCTION CUM SALE

This Agreement for Construction cum Sale is made at Panaji Tiswadi, Goa, on this _____ day of _____

BETWEEN

- 1) *M/s. Linc Property Developers Limited*, a company registered under the Companies Act 1956 under CIN no. U45200GA2006PLC004839, having its registered office at Plot No. 5, La Ocean Colony, Dona Paula, Goa, having Pan Card No. AABCL2247A, represented by its Authorised Signatory Mrs. Neeta Umesh Kamat, wife of Dr. Umesh S. Kamat, 35 years, married, Indian National, OR Mr. Neeraj Kumar Gaur, son of Shri. Ashok Kumar Gaur, 42 years, married, Indian National, authorized vide resolution dated 11/05/2017 passed by the board of Directors of the company, hereinafter called the PROMOTER(which expression shall mean and include its heirs, successors, representatives, Directors, administrators, shareholders, and assigns) of the FIRST PART.

AND

- 2) MR/MRS. _____, son/daughter of _____, residing at _____, holding PAN no. _____, Aadhar No. _____ hereinafter called the Allottee (which expression shall mean and include its heirs, successors, representatives, and assigns) OF THE SECOND PART.

WHEREAS there exists a property known as "MARCACHEM BATTA" also known "Marcachem Batta" or "Codop", situated at Mercurim registered in the Land Registration office of Ilhas as independent Property under No. 16939 at Folio 10 of Book B-45 New and surveyed under No. 150/1 (part) and inscribed under No. 15., of St. Lawrence, Agacaim, within the limits of village Panchayat Agacaim, Taluka Tiswadi, and Registration sub District of Ilhas, North Goa in the State of Goa (herein referred to as the "SAID PROPERTY"

AND WHEREAS the "SAID PROPERTY" was initially allotted to late Leopoldina Dias through Inventory Proceeding conducted through the Judicial Court (Comarca) of Ilhas Panjim, 1st office, on the death of her husband Inacio Constancio Pereira on 23/02/1923 which ended by final judgment dated 23/02/1924.

AND WHEREAS the said Leopoldina Dias left a Notarial gift intervivos dated 13/06/1931 recorded by Notary of Ilhas, Panjim, Dr. Santa Rita Colaco, in his book of Deed No. 207, at pages 94 onwards, whereby she gifted to one of her daughter's Julia Pereira e Gonsalves married to Fermino Jose do Piedade Gonsalves, the "SAID PROPERTY"

AND WHEREAS subsequently vide Public will executed on 03/06/1957 (25/04/1957) before the Notary Public of Ilhas, Panjim, Dr. Julia Guerra Bordalo at the book of wills No. 30 on pages 6 to 8 (Wills No. 30 at pages 2 till pages 4v) and Public Will dated 21st December, 1953 (07/02/1965) at Book No. 25 at pages 21 till page 23 (Book No. 25 pages 13 to 15) Julia Pereira e Gonsalves and her husband Fermino Jose do Piedade Gonsalves affirmed that they are not having descendant and not being alive any of her ascendants and disposed their assets to universal heir their nephew Antonio Armando Pedro Damiao Pereira Gonsalves son of Fermino Jose do Piedade Gonsalves sister i.e., Ana Carlota Purificaco Gonsalves and Lourenco Manuel Francisco Pereira.

AND WHEREAS Armando Pereira Gonsalves alias Antonio Armando Pedro Damiao Pereira Gonsalves died interstate and therefore their children's executed deed of Succession and qualification of Heirs duly on 23rd February, 2000 before the Sub Registrar of Tiswadi Taluka, situated on the ground floor, Junta House, Panaji, Goa before Shri Joanes Agnelo Lino Rodrigues on the book of deeds dated 23/02/2000, drawn in book No. 65 from pages 66 to 68, wherein the children along with their spouses namely Mr. Carlos Pereira Gonsalves who was married to Maylin D'Cruz alias Maylin Pereira Gonsalves and his daughter Mrs. Julia Pereira Gonsalves who was married to Mr. Alfred Saores the "SAID PROPERTY" was inherited by them.

AND WHEREAS the "SAID PROPERTY" was then once again listed in Inventory Proceedings instead of Civil dispute vide Inventory Proceeding No. 9/1997/B, at Panaji, Goa. The Inventory Proceeding 9/1997/B was then settled vide Instrument of Settlement duly registered before the Sub Registrar of Ilhas, dated 30/04/2001 bearing registered No. 1148 pages 36 to 60 Book No. I volume No. 956

dated 10/05/2001 wherein the legal heir of Armando Pereira Gonsalves alias Antonio Armando Pedro Damiao Pereira Gonsalves legal heir/children along with their spouses ie Mr. Carlos Pereira Gonsalves was married to Maylin D'Cruz alias Maylin Pereira Gonsalves and his daughter Mrs. Julia Pereira Gonsalves was married to Mr. Alfred Soares was confirmed the inheritance of property.

AND WHEREAS vide deed of Sale duly registered before the Registrar of Ilhas, against registered No. 2965 at page 1 to 14, Book No. I, Volume No. 2017 dated 14/10/2008 a portion of the "SAID PROPERTY" admeasuring 600 Sq. meters, was sold by Mr. Carlos Pereira Gonsalves, Maylin D'Cruz alias Maylin Pereira Gonsalves, Mrs. Julia Pereira Gonsalves and Mr. Alfred Soares to Premidevi K Choudhary d/o Khumaramji Choudhary and Mrs. Jyotidevi N. Choudhary d/o Ruparamji Choudhary. (hereinafter referred to "SAID PLOT" and more particularly written in SCHEDULE here under.

AND WHEREAS vide Deed of Sale, 27th July, 2010, duly registered before the sub registrar of Ilhas, at Book 1 document, Registration No. PNJ-BK-1-02219-2010 having CD No. PNJD1 on 27/07/2010 Smt. Premidevi K Choudhary along with her spouse Shri. Khimraj Chaudhary and Smt. Jyotidevi N. Choudhary along with her spouse Shri Narayanlal Thanaram Choudhary sold the SAID PLOT to the PROMOTER herein.

AND WHEREAS the PROMOTER partitioned the SAID PLOT through Deputy Collector/SDO bearing order No. LND/PART/101/2011 dated 21/10/2011 and also obtained letter from Government of Goa bearing No. 9-491-DSLR, Panaji Goa dated 20/01/2012 to the Mamlatdar of Tiswadi, Panaji, Goa for carrying out necessary correction in survey record and accordingly the SAID PLOT was partition and sub-divided and Survey No. 150/1-D of Village Mercurim, Agacaim, Goa which is more particularly described in the SCHEDULE herein.

AND WHEREAS the PROMOTER has obtained construction licence in the name of the PROMOTER from Office of Village Panchayat, St. Lawrence, Agassaim, Tiswadi, Goa having Ref. No. VP/SLP/2016-17/2272 dated 28/02/2017

AND WHEREAS the PROMOTER obtained Site Plan of Construction in the name of the PROMOTER duly authenticated by Paresh Gaitonde, BE Civil, Government Valuer, and approved by Secretary, V.P St. Lawrence, Agassaim, Deputy Town Planner, Town and Country Planning Department, Government of Goa, Tiswadi, Panaji, Goa having No, TCP/2017/51 dated 12/01/2017 and Urban Health Centre, Panaji, Goa, (herein after referred to as the APPROVED PLAN). The Approved Plan shall form and part and parcel of this DEED. The PROMOTER shall be responsible for all the development and construction done by the PROMOTER under the licences obtained in the name of the PROMOTER on the said plot as per the NOC's, licences, terms and conditions, issued by the competent authority.

And whereas the builder designed plans of the building duly approved by the Village Panchayat of Agacaim vide construction licence bearing no. VP/SLA/2016-2017 dated 28/02/2017 for construction of the residential complex comprising apartments and shop on the said property.

AND WHEREAS the PROMOTER is entitled and authorised to construct buildings on the project land in accordance with the recitals herein above

AND WHEREAS the PROMOTER is in possession of the project land

AND WHEREAS the PROMOTER has proposed to construct on the project land a building comprising of 3 BHK duplex villa and 1 commercial shop totally admeasuring 237 m2.

AND WHEREAS the Allottee has agreed to purchase the duplex villa/ commercial shop bearing number on the..... Floor, (herein after referred to as the said The Said Premises) the Building called LINC CAMELLIA (herein after referred to as the said "Building")

AND WHEREAS, the Allottee has approached the PROMOTER to enter into Deed of Sale of the said plot alongwith the built up unit for a total consideration of Rs. _____, (Rupees _____), upon verifying,

scrutinizing and satisfying with all the property related documents and getting the same verified with the Allottee's Advocate.

AND WHEREAS, at the request of the Allottee, PROMOTER have decided to execute the Deed of sale on the terms and conditions stipulated hereunder.

AND WHEREAS, the PROMOTER has appointed an Architect registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architects, and whereas the PROMOTER has registered the Project under the Provision of the RERA and Rules framed thereunder the Act with the RERA Authority at _____ under no. _____. Authentic Copy is attached in Annexure.

AND WHEREAS, the PROMOTER has appointed a Structural Engineer for the preparation of the structural design and drawing of the Building and the PROMOTER accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building.

AND WHEREAS, the Authenticated copies of Certificate of title issued by the Legal Practitioner of the PROMOTER, or any other relevant Revenue Record showing the nature of the title of the PROMOTER to the Project land on which the building is constructed have been annexed hereto.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the PROMOTER has sole and exclusive right to sell flats and shops in the said building to be constructed by the PROMOTER on the project land and to enter into Agreement/s with the Allottee(s)/s of the flats and shops to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the PROMOTER has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTER's Architects Mr. Santosh Khandolkar and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016

(hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder; and the purchaser has acknowledged the receipt of the same;

AND WHEREAS, the authenticated copies of the Plan of the layout as approved by the concerned competent Authority have been annexed.

AND WHEREAS, the authenticated copies of the plan of layout as proposed by the PROMOTER and According to which the construction of the building and open spaces are proposed to be provided for on the said premises have been Annexed hereto.

AND WHEREAS, the authenticated copies of the plan and specification of the the said premises agreed to be Purchased by the Allottee, As sanctioned and approved by the Competent Authority have been Annexed hereto.

AND WHEREAS the PROMOTER has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

AND WHEREAS the PROMOTER has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the PROMOTER shall sell the premise located in the said property by executing Deed of Sale and transferring the undivided proportionate shares of the said premises.

AND WHEREAS the Allottee has inspected all the relevant documents, approved plans & permissions and of such other documents as are specified under The Real Estate (Regulation and Development) Act 2016 and has agreed to purchase residential Flat bearing no. _____, having an super built up area of

_____ m2 and shop bearing no. ____ on having an Super built up area of _____sq mts/ builtup _____Sq. mts / carpet area _____ m2, as defined under Clause (k) of section 2 of the Act, alongwith _____ covered car park, constructed in the said plot fully described in the schedule I hereunder written and shown in the plan annexed hereto and hereinafter referred to as the said premises to the Allottee for a total consideration of Rs. _____/- (Rupees _____ Only).

AND WHEREAS the PROMOTER have agreed to sell the said premises to the Allottee for a consideration of Rs. _____/- (Rupees _____ Only) which consideration includes the cost of corresponding undivided share in the land proportionate to the said premises and subject to the terms and conditions hereafter appearing.

AND WHEREAS, prior to execution of these Agreement, the Allottee has paid to the Builder a sum of _____ being an advance payment or Application Fees as provided in Sec. 13 of the said Act (the payment and receipt whereof the PROMOTER both hereby admit and acknowledge) and the Allottee has agreed to pay to the PROMOTER the balance of sale consideration in the manner hereinafter appearing.

AND WHEREAS the Allottee has agreed to pay the above said sum of Rs. _____/- (Rupees _____ Only) alongwith GST and other incidental amounts in the manner stipulated and have also agreed to abide by the other terms and conditions stipulated hereafter.

AND WHEREAS, the PROMOTER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No.;

AND WHEREAS, under section 13 of the said Act, the PROMOTER is required to execute a written Agreement for sale of said Premises with the Allottee, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to

sell and the Allottee hereby agrees to purchase the (duplex villa/commercial shop) and the garage/covered parking (if applicable);

NOW THIS AGREEMENT FOR CONSTRUCTION CUM SALE WITNESSETH AS UNDER:

1. PREMISES:

- (a) The PROMOTER agrees to construct for the Allottee the premise described in schedule II hereunder written and delineated on the plan hereto annexed and marked thereon with red colour lines and hereinafter called the said project being constructed on the said property described in schedule I hereunder written.
- (b) The said premises shall be constructed by the PROMOTER as per the specifications set out in the annexure hereto. However, it is specifically understood that if due to any reasons the same specifications cannot be provided, similar alternative specification will be provided by the PROMOTER at his option. Provided that the PROMOTER shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the the Premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- (c) The Allottee agrees and undertakes to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the Allottee the said duplex villa/ Commercial shop no. _____ for a total consideration of Rs. _____/- (Rupees _____ Only) towards the cost of construction of the said flat and shop plus the GST as mentioned in schedule III at the time of payment of every installment. The area of the said flat is;
- Super built up _____ m²
- Built up _____ m²
- Carpet _____ m²
- The payment of the entire amount as aforesaid shall be made by the Allottee to the PROMOTER as per the installment as set out in the schedule III (Payment schedule) hereto.

(d) 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 PROMOTER undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER 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, which shall only be applicable on subsequent payments.

(e) The PROMOTER may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the 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 an Allottee by the PROMOTER.

(f) The PROMOTER shall confirm the final carpet area that has been allotted to the 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 PROMOTER. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the PROMOTER shall demand additional amount from the 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 this Agreement.

(g)The PROMOTER hereby Agree to observe, perform and comply with all the terms, condition, stipulation and restriction 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 premises to the Allottee, obtain from the concerned competent Authority Occupancy Certificate in respect of the said premises.

(h) Any delay caused due to war, civil commotion or any acts of God or natural calamities or any notice, order, rule, notification, regulations of the Government or other circumstances beyond the control of the Builder shall be excluded from the aforesaid period and also the delay in granting any electricity connection/water connection, issuance of occupancy certificate by the concerned authorities or court orders or due to any circumstances beyond the control of the owner/Builder.

2. CONSIDERATION:-

(a) In consideration of the purchase of the said premises, the Allottee agrees to pay to the PROMOTER, a sum of Rs. _____/- (Rupees _____ Only) as per the mode of payment specified in Schedule No. III on or before the dates provided therein.

(b) The above said sum of Rs. _____/- (Rupees _____ Only), includes the cost of the incidence of land proportionate to the Super built up area of the said premises.

(c) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee duplex villa/commercial shop No. of the type of carpet area admeasuring sq. Metres. The duplex villa/commercial shop shall also have an exclusive carpet area of balcony ofsqmts with an exclusive terrace area..... sq mts if any, on floor in the building (hereinafter referred to as "the Said premise ") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(d) The PROMOTER shall intimate to the Allottee 15 days prior upon any payment falling due and payable by the Allottee. The said shall be communicated to the Allottee by the representative of the PROMOTER via letter or email or phone to the number as provided on the booking customer form by the Allottee. Intimating any change in the address, telephone nos. or e mail id is the sole responsibility of the Allottee herein.

(e) Upon paying of the booking amount, if the Allottee cancels the said booking, the entire money paid till that time will be refunded within 03 weeks of such a notice/intimation after deducting 02% of the property value as cancellation charges.

(f) Without prejudice to the right of PROMOTER to charge interest, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the PROMOTER shall at his own option, may terminate this Agreement: Provided that, PROMOTER shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his 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 Allottee fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement. The PROMOTER shall, however, on such termination, refund to the Allottee the amount paid by the Allottee to the PROMOTER (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTER) within a period of sixty days of the termination, the instalments of sale consideration of the premise which may till then have been paid by the Allottee to the PROMOTER and the PROMOTER shall not be liable to pay to the Allottee any interest on the amount so refunded.

(g) On the PROMOTER terminating this Agreement under clause 2 (e), the PROMOTER shall be at liberty to allot and dispose off the said premises to any other person as the PROMOTER deem fit, for such consideration as the

PROMOTER may determine and the Allottee shall not be entitled to question this act of the PROMOTER or to claim any amount from the PROMOTER.

(h) Without prejudice to PROMOTER's other rights under this Agreement and/or in law, the Allottee shall be liable to pay to the PROMOTER, interest at the rate of 15% per annum on margin money and 12% on housing loan amount (if availed), on all amounts due and payable by the Allottee under this Agreement, if any such amount remains unpaid as mentioned in the schedule III. Interest /Penalties for delayed payments shall be beyond 15 days from scheduled payment dates.

(i) The PROMOTER shall have a first lien and charge on the said premises, agreed to be sold to the Allottee, in respect of any amount payable by the Allottee to the PROMOTER under the terms and conditions of this Agreement.

3. DELIVERY, USE AND MAINTENANCE OF THE FLATS ALONGWITH SHOPS:

(a) The PROMOTER shall complete the said premises on time, and shall deliver the possession of the same to the Allottee along with the occupancy certificate or the completion certificate or both, as the case may be from the Competent Authorities and hand over its delivery to the Allottee provided, all the amounts due and payable by the Allottee under this agreement are paid by the Allottee to the PROMOTER.

(b) The PROMOTER shall give possession of the premise to the Allottee on or before..... day of20..... If the PROMOTER fails or neglects to give possession of the premise to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the premise with interest at the same rate from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

(c)The Allottee shall take possession of the Premise within 15 days of the written notice from the PROMOTER to the Allottee intimating that the said Apartments are ready for use and occupancy.

(d) The PROMOTER hereby declares that the Floor Area Ratio available as on date in respect of the project land is square meters only and PROMOTER

has planned to utilize Floor area ratio of 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 Regulation 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 PROMOTER has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Premise based on the proposed construction and sale of duplex villa and commercial shop to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only.

4. PROCEDURE FOR TAKING POSSESSION

(a) The PROMOTER shall, upon receipt of the requisite Occupancy Certificate, from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the premise, to the Allottee in terms of this Agreement to be taken within 30 days from the receipt of the notice, take delivery of the said Premise. The PROMOTER agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER.

(b) The Allottee shall take possession of the Premise within 15 days of the written notice from the PROMOTER to the Allottee intimating that the said Premise is ready for use and occupancy.

Failure to take delivery of the said premises will not exonerate the Allottee from their liability to pay the outgoings such as Panchayat Taxes, etc. from the date of the Occupancy Certificate.

(C) From the date of the Occupancy Certificate for the respective premises, the responsibility/liability for maintenance of the said premises shall be of the respective Allottee and the responsibility/liability with respect to the common amenities and looking after the upkeep thereof shall be the sole responsibility that of the respective Allottee of the duplex villa and commercial shop owner.

(d) The PROMOTER , upon giving the intimation as stated above, shall be deemed to have completed the said premises in accordance of this agreement and shall not be responsible in any manner whatsoever, if the Allottee delay/s the taking delivery of the said premises.

(e) The PROMOTER subject to clause as above shall not incur any liability if they are unable to delivery the said premises on time, if the completion of the scheme is delayed by reason of non-availability of material/s or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any act of God or if non-delivery is as a result of any notice, order, rule or notification of the Government and/or any court/forum and/or any other public or competent Authority or for any other reason beyond the control of PROMOTER and in any of the aforesaid events, the PROMOTER shall be entitled to reasonable additional extension of time for delivery of the said premises, and in such case the Allottee shall not be entitled to make any grievance about such extensions.

(f) If for reasons other than the ones stipulated hereinabove, the PROMOTER is unable to or fail to give delivery of the said premises to the Allottee on time i.e by _____ or within the extended date or dates agreed to by and between the parties hereto, then and in such case, the Allottee shall give notice to the PROMOTER terminating this Agreement, in which event, the PROMOTER shall, within 30 days from the receipt of such notice, refund to the Allottee the amounts, alongwith 12 % interest for delayed period or at the rate the Allottee is paying interest on housing loan amount paid that may have been received by the PROMOTER from the Allottee in respect of the said premises.

(g) The PROMOTER shall pay to the Allottee, a simple interest @ 12% for delayed period or at the rate the Allottee is paying interest on housing loan amount received from the Allottee as liquidated damages in respect of such termination. Upon such termination, neither party shall have any other claim against the other in respect of the said premise or arising out of this Agreement and the PROMOTER shall be at liberty to allot, sell and dispose off the the said premises to any other person for such consideration and upon such terms and conditions as the PROMOTER deem fit.

(h) If the PROMOTER fails to abide by the time schedule for completing the said premises and handing over the said premise to the Allottee, The PROMOTER Agree to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of _____ on all the amount paid by the Allottee, for every month of delay till the handing over of the Possession.

5. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the PROMOTER as follows:—

(a) Not to store in the Premise 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 Premise 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 likely to damage the staircases, common passages or any other structure of the building in which the Premise is situated, including entrances of the building in which the Premise is situated and in case any damage is caused to the building in which the Premise is situated or the Premise on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(b) The Allottee shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other premises owners in the said premises. He shall use the said premise / Any part/ Permit to use only for residential Purpose. He shall use the Garage/ Parking space only for purpose of Keeping/ Parking Vehicles.

(c) The Allottee along with the other Allottees shall, from the date of occupancy certificate, maintain the said the said premises, the walls, partition walls, sewage, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Premise and/or common passages, or the compound wall or any other common areas, which may be against the conditions or rules or bye-laws of the Municipal Council/Panchayat Authority or any other Authority and shall attend to and answer

and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

(d) To carry out at his own cost all internal repairs to the said Premise and maintain the Premise in the same condition, state and order in which it was delivered by the PROMOTER to the Allottee and shall not do or suffer to be done anything in or to the building in which the Premise is situated or the Premise 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(e) Not to demolish or cause to be demolished the Premise 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 Premise or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premise is situated and shall keep the portion, sewers, drains and pipes in the Premise 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 Premise 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 Premise without the prior written permission of the PROMOTER and/or the Society or the Limited Company.

(f) 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 Premise is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

- (h) The Allottee alongwith the other flat and shop owners shall be liable to bear and pay all the outgoings in respect of the said premises and also of the entire complex such as village Panchayat/ Muncipal Taxes, insurance, cost of maintenance of building, common lights, compounds, open spaces, and other common amenities or holdings, salary of the security, sweepers, gardeners, caretakers, and common electricity and water bills for day to day management of the complex.
- (i) The Allottee shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of this agreement or part with delivery of the the said premises until all the dues payable by him to the PROMOTER under this agreement are fully paid up and that too only if the Allottee has/have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until he obtain/s the previous consent in writing of the PROMOTER.
- (j) The Allottee shall not assign, convey, or sell the rights under the agreement to any other party without the written consent of the PROMOTER who shall have the first lien and charge over the the said premises until all money due to the PROMOTER under this agreement are paid by the Allottee. Furthermore, if the said premises is sold by the Allottee to a third Party before the signing of the Sale Deed or full and final payment, 2% of the present value/ cost of flat would be payable to the PROMOTER as transfer charges.
- (k) The 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 premise 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 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 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.

6. DEFECTS:

- (a) If within a period of five years from the date of handing over the said Premise to the Allottee, the Allottee brings to the notice of the PROMOTER any structural defect in the said premise or the building in which the said premise are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act. In case the Allottee carry out any work within the said premise after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining premises/s, then in such an event the PROMOTER shall not be liable to rectify or pay compensation. But the PROMOTER 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.
- (b) Upon the Allottee taking delivery of the said premises or the date of occupancy certificate whichever is earlier, he shall have no claim against the PROMOTER in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. Similarly, PROMOTER shall take care for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, etc, however minor/permissible change/variations shall not be considered as defects except for technical and structural defects.

7. TAXES/OUTGOINGS:

- (a) Infrastructure Tax, presently charged @ Rs. 200 /- per sq. meter of super built up area of the said premises or at actuals or any development/betterment charges or deposits if demanded by or to be paid to the Panchayat or any other competent Authority shall be payable by all the premises owners of the said scheme, in such proportion as may be determined by the PROMOTER. The Allottee agrees/s to pay to the PROMOTER within seven days of demand, such proportionate share of the Purchaser of such charges or deposit.

- (b) Any levy or tax of any nature, including but not limited to VAT (Value Added Tax), Service tax, GST etc. if levied or becomes payable by the PROMOTER or on the project, including the said premises shall be borne by the Allottee and accordingly, the amount of consideration mentioned above, shall stand increased / decreased to that extent. The amount so to be borne by the Allottee shall be paid by the Allottee within 15 days of the intimation by the PROMOTER, notwithstanding the fact that the said premises, at that point of time, may have already been transferred unto the Allottee or its possession handed over to the Allottee.
- (c) Any taxes, charges or outgoings levied by the Panchayat or any other competent authority exclusively pertaining to the said premises shall be borne by the Allottee, from the date of Occupancy Certificate, irrespective of whether the Allottee has/have taken the possession of the said premises.
- (d) GST, at actual, will be paid by the Allottee along with the installment due.
- (e) Allottee shall deduct TDS as per income tax rules and provide TDS certificate to the PROMOTER in time wherever applicable.

8. VARIATIONS IN PLANS:

- (a) It is hereby agreed that the PROMOTER shall be entitled, and are hereby permitted to make such variations and alterations in the building plans or in the layout/elevation of the building including relocating the parking lot, varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require. It is further agreed that the PROMOTER shall be entitled to amalgamate the said property with one or more adjoining property and also to grant or to obtain access or right of way to or from such adjoining property and/or to or from such subdivided portions if any. The Allottee hereby gives his express consent to the above and it shall be considered as consent in writing of the Allottee required by law.
- (b) All plans for the said scheme have been prepared and approvals/construction licence with respect to the same have been obtained, on the basis of the survey plans of the said property and areas mentioned therein.

(c) In the event the PROMOTER are required to permit the owner/s of any of the adjoining property, the use of any portion of the said property by way of right of way or by way of right of use, the PROMOTER shall be free to do so, provided such use is permitted without the transfer of ownership over the area so permitted and that the FAR (floor area ratio corresponding to the area so given.

(d) It is further agreed and understood that any benefit of FAR/FSI in respect of the said property at any time shall always accrue and belong to the PROMOTER even if such increase is made after handing over of the said Premise to the Allottee or the execution of the Deed of Sale or Transfer document in respect of the undivided rights in the land in favour of the Allottee.

(e) The PROMOTER shall be entitled to accordingly carry out any additional construction on the said property at any time making use of such FAR/FSI and shall also be entitled to carry out any additional construction to the building at any time even after handing over the possession of the said premise to the Allottee and the Allottee shall not in any manner object thereto even if due to such additional construction any open areas are used for such additional construction or the location thereof are changed or the entire plans are modified in any manner as desired by the PROMOTER but without changing the location of the the said premises and its area it is further accepted by the Allottee that the plan presently got approved by the PROMOTER is subject to further changes/alterations/modifications and or additional and at no time the Allottee shall claim any promissory estoppels or other like rights against the PROMOTER on the basis of the said modified plans.

9. TRANSFER:

- (a) All costs, charges, expenses, etc. including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of Conveyance shall be borne by the Allottee.

(b) The PROMOTER shall procure electricity and water connections on behalf of the Allottee, the Allottees will be responsible to pay the amount associated with these connections.

10. Any façade and structural changes of the building and enclosure of open terraces will not be permitted.

11. (a) The Allottee along with other Allottee(s) of said Premise in the building shall join in forming an registering the Society or Association or a Limited Company to be known by such name as the PROMOTER 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 bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the Allottee, so as to enable the PROMOTER to register the common organisation of Allottee. No objection shall be taken by the 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

(b) Within 15 days after notice in writing is given by the PROMOTER to the Allottee that the said premise is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s 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 clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of Allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the PROMOTER provisional monthly/yearly contribution of Rs. per month/annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such

proportionate share of outgoings regularly on the __th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein

(c) The Allottee shall on or before delivery of possession of the said premises keep deposited with the

Promoter, the following amounts:-

(i) Rs. for share money, application entrance fee of the Society or Limited Company/

/Federation/Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/Apex

body.

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or

Limited Company/Federation/Apex body.

(iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society

or Limited Company/Federation/Apex body.

(v) Rs. For Deposit towards Water, Electric, and other utility and services connection

charges.

(vi) Rs. for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

(vi) Rs. as legal charges.

(vii) Rs. as infrastructure Tax.

(viii) Rs. as Corpus in respect of the Society or Limited Company/Federation/Apex Body.

(ix) Rs. as Stamp Duty and Registration Charges.

12. The Allottee shall pay to the PROMOTER a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the

PROMOTER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

13. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the PROMOTER, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the PROMOTER, the Allottees' 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 structure of the said land to be executed in favour of the Apex Body or Federation

14. WARRANTY AND REPRESENTATION OF THE OWNER/BUILDER:

The PROMOTER hereby represents and warrants to the Allottee as follows:–

(a) The PROMOTER has clear and Marketable title with Respect to the Property and has the requisite Rights to carry out development upon the Property and also has actual, Physical and Legal Possession of the Property for the implementation of the Project.

(b) The PROMOTER has lawful rights and requisite approvals from the competent Authority to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the Project.

(c) There are no encumbrances upon the Project except those disclosed in the title report.

(d) There are no litigation Pending before any court of law with respect to the Property or Project. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building is 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 PROMOTER 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

(e) The PROMOTER 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 Allottee created herein, may prejudicially be affected;

(f) The PROMOTER has not entered into any Agreement for sale and/or development agreement or other agreement/ Arrangement with any person or party with respect to the Project Land, including the said premises which will, in any manner, affect the rights of Allottee under this Agreement.

(g) The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said premise to the Allottee in the manner contemplated in this Agreement.

(h) At the time of execution of the conveyance deed of the structure to the association of allottees the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.

(i) The PROMOTER 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.

(j) 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 property) has been received or served upon the PROMOTER in respect of the Project Land/ the said premises except those disclosed in the title report.

15. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable

laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder 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.

16. The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the 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.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premise or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said premise along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the PROMOTER until sold/allotted.

18. GENERAL:

(a) The Allottee confirms having taken inspection, to his full satisfaction, of the requisite documents of title to the said property and of the plans/approvals/licence relating to the said premises.

(b) After the PROMOTER executed this Agreement he shall not mortgage or create a charge on the said premises and if such mortgage or charge is made or created than 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 who has taken or agreed to take the said premises.

(c) Forwarding this Agreement to the Allottee by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the Allottee until, firstly, the 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 Allottee and secondly, appears for registration of the same before the concerned SubRegistrar as and when intimated by the PROMOTER. If the Allottee(s) fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the PROMOTER shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

(d) This Agreement, along with its schedules and annexures, 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 Premise , as the case may be.

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

(f) 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 Purchase of the said premises, in case of a transfer, as the said obligation go along with the said premises for all intents and purposes.

(g) The Allottee shall be bound to sign all the papers and documents and do all the things and matters as the PROMOTER may require from him from time to time in this behalf for safeguarding, inter alia, the interest of the PROMOTER and the Allottee.

(h) 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.

(i) The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER's Office, or at some other place, which may be mutually agreed between the PROMOTER and the Allottee, after the Agreement is duly executed by the Allottee and the PROMOTER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

(j) The Allottee and/or PROMOTER shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

(k) The Allottee's address where any letters, reminders, notices, documents, papers etc., are to be served to him shall be as under:-

AND

Email:- _____

(l) The Allottee and PROMOTER shall also, from time to time notify any change in their address to the PROMOTER and the Allottee respectively. Any letters, reminders, notices, documents, papers, etc. made at the said notified address or at the changed address by Hand Delivery or Regd. A.D. or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to the Allottee.

19. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the PROMOTER to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

20. Dispute Resolution

All disputes which may arise between the parties to this agreement, whether in relation to the interpretation of the clauses and conditions of this agreement, and/or about the performance of these presents or concerning any act or omission of the other party to the disputes, or to any act which ought to be done by the parties in disputes, or, in relation to any matter whatsoever concerning this agreement shall be referred to The Real Estate Regulation Authority as per the provision of the Real Estate (Regulation and Developer) Act, 2016, Rules and Regulation, thereunder.

21. 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.

The possession of the said premises is not given to the Purchaser upon the signing of this Agreement.

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

Schedule Above Referred to

SCHEDULE I

(DESCRIPTION OF THE WHOLE PROPERTY)

All that plot admeasuring 600 Sq. meters., being a part of whole property identified as MAREACHEM BATTA or CODOPO, bearing Survey No.150/1-D1 of Village Mercurim, St. Lawrence situated at Agacaim, Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa, in the State of Goa, which property is described in the Office of Land Registrar Ilhas under no. 16939 and is enrolled in the Taluka Revenue Office Ilhas under Matriz no. 15

The said plot is bounded as under:

North : Property bearing Survey No. 150/1

East: Property bearing Survey No. 150/1

South : Public Road.

West : Public Road.

SCHEDULE II

(DESCRIPTION OF THE SAID DUPLEX VILLA/COMMERCIAL SHOP)

All that 03 BHK duplex villa/commercial shop admeasuring (_____ m² super built up) /(----- m² built up area) / (-----m² carpet) area bearing flat no. _____ on _____ floor in block _____ of the residential project _____ situated at Agaccaim, Tiswadi, Goa and the undivided proportionate share in the land constructed in the property mentioned in schedule I.

SCHEDULE III

(PAYMENT SCHEDULE)

- 1) On Booking – 10% of property value+ GST
- 2) On Completion of Plinth- 20% of property value + GST
- 3) On Casting of 1st slab- 15% of property value + GST
- 4) On Casting of roof Slab- 15% of property value + GST
- 5) On Completion of Masonary- 10% of property value + GST
- 6) On Completion of Plaster- 10% of property value + GST
- 7) On Completion of Tiling - 5% of property value + GST
- 8) On Completion of Painting- 5% of property value + GST
- 9) On Completion of Doors and Windows- 5% of property value + GST
- 10) On Possession - 5% of property value+ GST alongwith other applicable charges.

GST amount payable are as per the prevailing and applicable Government Rules and Regulation at the time of payments.

SCHEDULE - IV

(SPECIFICATIONS- As attached)

IN WITNESS WHEREOF the Parties hereto have signed this Deed on the day, month and year first hereinabove mentioned.

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SIGNED AND DELIVERED
By the Owner/Builder represented
By Authorised Signatory

SIGNED AND DELIVERED

By the Purchaser

WITNESSES:-

1. _____

2. _____

