

AGREEMENT FOR SALE

This Agreement for sale is made and executed on this _____day of
_____2017/8 at Mapusa, Bardez Goa.

BETWEEN

M/S CASADELSOGNO DEVELOPMENT COMPANY, having PAN CARD NO.AALFC3194Q ,a partnership firm duly registered at Survey no 480/15A ,C/O, Nitya Resort ,Naikawado ,Calangute ,Bardez ,Goa .Represented through its power of Attorney holder Mr.Mukesh Kumar ,son of Mr. Satya Prasad , age 38 years , resident of 302 , Block B , Magpie Apartments , Tivaiwaddo, Calangute, Bardez , Goa . Hereinafter jointly and collectively referred to as the “**VENDOR /DEVELOPER** ” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **ONE PART.**

AND

1.MR/Mrs/Ms/_____,son/daughter
of_____,_____years of age ,marital status _____
, having PAN card no._____,Indian National ,resident of _____ . Hereinafter called as “**PURCHASER**”
which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **SECOND PART .**

All the parties to Agreement for sale are Indian National, Indian firm or company .

AND WHEREAS there exists a property bearing Survey No. 33/1(part) known as “**GORVANCHEM BAVININCHEM BATTA** ” situated within the Village of Nagao of Bardez Taluka, Sub-District of Bardez and District of North Goa. The whole property is having a dwelling house and fruit bearing trees having a total area of 15150 sq.mts . The above property is more fully and particularly described in the schedule I herein under and hereinafter referred to as the schedule property.

AND WHEREAS the Said Property originally recorded in the name of Philipe Neri Pinto under cadastral no.516.The said Philipe Neri Pinto expired on 22/07/1944 being survived by his widow Adelide Precilia das Dores Vaz e Pinto and his following children ;

- (i) Eugenio Pinto –Bachlor
- (ii) Miss Luciana Pinto –Spinster
- (iii) Caetano Fransico de Santana Pinto

And Whereas by order of Homolgation in the Inventory Proceeding no.45/99/B conducted on the demise of Philipe Neri Pinto and the said property was allotted to smt.Ruth .S.Pinto ,widow of Caetano Fransico de Santana Pinto.

And whereas the said property belonged to Mrs.Ruth De Santana Pinto alias Ruth Rodrigues which was allotted to her in the Inventory Proceeding no.45/99/B vide order dated 22/06/2001 passed by the civil Judge senior Division at Panaji –Goa .

And Whereas an area of 350 sq.mts approximately on which the dwelling house is situated has been already sold by said Mrs.Ruth De Santana Pinto alias Ruth Rodrigues ,hence the total areas remains with the original vendor is 14,825 sq.mts .

And whereas Mrs.Ruth De Santana Pinto alias Ruth Rodrigues entered into an Agreement for sale cum development dated 28/08/2003 with Mr. Mubashir shah on the terms and conditions as agreed upon and stipulated in the said Agreement.

And whereas the said larger property has been converted and SANAD has been issued by the collector of North Goa District on 30/03/2005 under reference no.RB/CNV/BAR/94/2004.

AND WHEREAS by virtue of Deed of Sale duly registered in the office of Sub-register of Bardez at Mapusa –Goa under registration no.4864 at pages 187 to 208 of Book No .I, Volume no.1455, dated 24/11/2005 ,wherein Mr.Mohant Singh Sekhon along with Miss Simran Kaur Patel have herein have purchased one of the plot identified as plot “A” from Mr. Mubashir Shah herein referred to as the SAID PLOT more particularly described in schedule II .

AND WHEREAS the Mr.Mohant Singh Sekhon along with Miss Simran Kaur Patel thereafter vide order dated 15/02/2011 passed by the Deputy Collector Bardez at Mapusa

under case no.15/225/2008/part/land /DC-II have portioned the said plot by obtaining separate holding for an area admeasuring 1875 and have got Separate survey no .33/1-D.

And Whereas the Mr. Mohant Singh Sekhon along with Miss Simran Kaur Patel thereafter sold the total land admeasuring 1875 sq meters covered under survey no. 33/1-D, of Village Nagoa , Bardez , Goa to Casa Del Sogno Development Company ,c/o Nitya Resort ,Survey No. 480/15A, Niakawaddo, Calangute , Bardez , Goa -403516 by virtue of sale deed Registered in book-1, Document Registration Number BRZ-BK1-03601-2016 /CD Number BRZD 781 on 16th August 2016

AND WHEREAS the Vendor /Developer has approved 6 villas and 1 club –House, open car parking space , one basement , swimming pool .Each Villa Consisting of Ground floor , First floor and part second floor as per details attached herein , vide Technical Clearance from Town Country Planning Department order under reference no.TPB/2848/NAGAO/TCP17/253,dated 01/02/2017.

AND WHEREAS the Developer /Vendor has also obtained the plans approved from the Village Panchayat of Nagao vide Construction license bearing no .VP/AN/CONST.LICENSE/1677/2296,DATED 02/03/2017

AND WHEREAS Director of Health services have also granted N.O.C from the Health Point of View under reference no. PHCC/N.O.C/2016-17/2882,Dated 28/02/2017.

AND WHEREAS the said developer/vendor after obtaining necessary permission and licenses from the competent authorities started construction of the Villas 6 on the said property is hereinafter referred to as “THE SAID DEVELOPMENT” or as Casa Del Sogno-Nagoa .

AND WHEREAS the purchaser is satisfied that the Developer /vendor title to the said property is clear and marketable ,that the developer has obtained the necessary permissions /approvals for constructions of the development and that the vendor /Developer have right to sell, lease, rent or otherwise dispose of the units constructed thereon . **AND WHEREAS** the Developer/Vendors are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Developer/ Vendor is in possession of the project land;

AND WHEREAS the Allottee/purchaser has agreed to purchase a villa unit bearing number .

.....herein after called the Unit

AND WHEREAS the Developer / Vendor has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Developer/Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at. Panjim , Goa under No.; authenticated copy is attached in Annexure;

AND WHEREAS the Vendor /Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Developor /Vendor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Sale Deed the Developer/Vendor has sole and exclusive right to sell the Villa Unit in the said Project to be constructed by the Developer /Vendor on the project land and to enter into Agreement/s with the allottee/purchaser(s)/s of the Villa Units to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee/purchaser/purchaser , the Developer/Vendor has given inspection and copies to the Allottee/purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developers /Vendors, Architect, Messrs .Studio Arche'type,C-5,3rd floor, Trionora Apts, Near Muncipal Market,Panaji,Goa 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 allottee has acknowledged the receipt of the same;

AND WHEREAS the above mentioned purchaser have approached the Vendor /Developer to purchase Villa bearing No. _____, having carpet area of _____**s.q.mts**, having along with one open parking in the development known as "Casa Del Sogno- Nagoa "hereinafter referred to as "THE SAID UNIT" described in the Schedule-III.

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Developer/Vendor, or any other relevant revenue record showing the nature of the title of the Developer/Vendor to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer/Vendor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Villa agreed to be purchased by the Allottee/purchaser, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

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

AND WHEREAS the Allottee/purchaser has approached the Developer/Vendor for purchase of Villa No. in the said Project called " Casa Del Sogno- Nagoa " ;

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

AND WHEREAS, the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents, the Allottee/purchaser has paid to the Developer/Vendor a sum of Rs.....
(Rupees) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Developer/Vendor both hereby admit and acknowledge) and the Allottee/purchaser has agreed to pay to the Developer/Vendor the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Developer/Vendor 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 Developer/Vendor is required to execute a written Agreement for sale of said Villa with the Allottee/purchaser, 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 Developer/Vendor hereby agrees to sell and the Allottee/purchaser hereby agrees to purchase the Villa) and the garage/covered parking (if applicable);

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 Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable 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 Allottee has approached the Promoter for purchase of an Apartment No. onfloor in wing situated in the building No. being constructed in the phase of the said Project;

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

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

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being an advance payment or an Application Fee as provided in section 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 the sale consideration in the manner hereinafter appearing.

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 Apartment 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 (Apartment/Plot) and the garage/covered parking (if applicable);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Vendor hereby agrees to sell and the Allottee/purchaser hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable);

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developer/Vendor shall construct the said building/s consisting of basement and ground/stilt/
/..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the Developer/Vendor shall have to obtain prior consent in writing of the Allottee/purchaser in respect of variations or modifications which may adversely affect the Villa of the Allottee/purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee/purchaser hereby agrees to purchase from the Developer/Vendor and the Developer/Vendor hereby agrees to sell to the Allottee/purchaser Villa No. of the type of carpet area measuring sq. Metres. The Villa shall also have an exclusive carpet area of balcony of sqmts with an exclusive terrace area sqmts if any, on floor in the building (hereinafter referred to as "the Apartment") 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.

(ii) The Allottee/purchaser hereby agrees to purchase from the Developer/Vendor and the Developer/Vendor hereby agrees to sell to the Allottee/purchaser covered parking bearing Nos situated at Basement and/or stilt and/or

podium being constructed in the layout for the consideration of Rs./

1(b) The total aggregate consideration amount for the Villa including covered car parking spaces is thus Rs./

1(c) The Allottee/purchaser has paid on or before execution of this agreement a sum of Rs. (Rupees
..... only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Developer/Vendor the balance amount of Rs.
(Rupees) in the following manner:

i. Amount of Rs./- (.....) (not exceeding 30% of the total consideration) to be paid to the Developer/Vendor after the execution of Agreement.

ii. Amount of Rs./- (.....) (not exceeding 45% of the total consideration) to be paid to the Developer/Vendor on completion of the Plinth of the building or wing in which the said Villa is located or on
..... whichever is earlier.

iii. Amount of Rs./- (.....) (not exceeding 70% of the total consideration) to be paid to the Developer/Vendor on completion of the slabs including podiums and stilts of the building or wing in which the said Villa is located or on whichever is earlier.

iv. Amount of Rs./- (.....) (not exceeding 75% of the total consideration) to be paid to the Developer/Vendor on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

v. Amount of Rs./- (.....) (not exceeding 80% of the total consideration) to be paid to the Developer/Vendor on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs./- (.....) (not exceeding 85% of the total consideration) to be paid to the Developer/Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Villais located..

vii. Amount of Rs./- (.....) (not exceeding 95% of the total consideration) to be paid to the Developer/Vendor on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said Villais located.

viii. Balance Amount of Rs./- (.....) against and at the time of handing over of the possession of the Villa to the Allottee/purchaser on or after receipt of occupancy certificate or completion certificate.

OR

As per the mode of payment as mutually agreed between the parties

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer/Vendor by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer/Vendor) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer/Vendor undertakes and agrees that while raising a demand on the Allottee/purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/Vendor 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/purchaser, which shall only be applicable on subsequent payments.

1(f) The Developer/Vendor may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/purchaser 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/purchaser by the Developer/Vendor.

1(g) The Developer/Vendor shall confirm the final carpet area that has been

allotted to the Allottee/purchaser 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 Developer/Vendor. If there is any reduction in the carpet area within the defined limit then Developer/Vendor shall refund the excess money paid by Allottee/purchaser 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/purchaser. If there is any increase in the carpet area allotted to Allottee/purchaser, the Developer/Vendor shall demand additional amount from the Allottee/purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee/purchaser authorizes the Developer/Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer/Vendor may in its sole discretion deem fit and the Allottee/purchaser undertakes not to object/demand/direct the Developer/Vendor to adjust his payments in any manner.

2.1 The Developer/Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Villato the Allottee/purchaser, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Developer/Vendor as well as the Allottee/purchaser. The Developer/Vendor shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee/purchaser and the common areas to the association of the allottee/purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottee/purchaser have paid all the consideration and other sums due and payable to the Developer/Vendors as per the agreement Similarly, the Allottee/purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/Vendor, as provided in clause 1(c) herein above. ("Payment Plan").

3. The Developer/Vendor hereby declares that the Floor Area Ratio available as on

date in respect of the project land is square meters only and Developer/Vendor 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 Developer/Vendor has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee/purchaser has agreed to purchase the said Villabased on the proposed construction and sale of apartments to be carried out by the Developer/Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/Vendor only.

4.1 If the Developer/Vendor fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee/purchaser, the Developer/Vendor agrees to pay to the Allottee/purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/purchaser, for every month of delay, till the handing over of the possession. The Allottee/purchaser agrees to pay to the Developer/Vendor, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee/purchaser to the Developer/Vendor under the terms of this Agreement from the date the said amount is payable by the allottee/purchaser(s) to the Developer/Vendor.

4.2 Without prejudice to the right of Developer/Vendor to charge interest in terms of sub clause 4.1 above, on the Allottee/purchaser committing default in payment on due date of any amount due and payable by the Allottee/purchaser to the Developer/Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/purchaser committing three defaults of payment of instalments, the Developer/Vendor shall at his own option, may terminate this Agreement: Provided that, Developer/Vendor shall give notice of fifteen days in writing to the Allottee/purchaser, by Registered Post AD at the address provided by the allottee/purchaser and mail at the e-mail address provided by the Allottee/purchaser, 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/purchaser fails to rectify the breach or breaches mentioned by the Developer/Vendor within the period of notice then at the end of such notice period, Developer/Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer/Vendor shall refund to the Allottee/purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer/Vendor) within a period of sixty days of the termination, the instalments of sale consideration of the Villawhich may till then have been paid by the Allottee/purchaser to the Developer/Vendor and the Developer/Vendor shall not be liable to pay to the Allottee/purchaser any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the Developer/Vendor in the said building and the Villaas are set out in Annexure annexed hereto.

6. The Developer/Vendor shall give possession of the Villato the Allottee/purchaser on or before..... day of20..... If the Developer/Vendor fails or neglects to give possession of the Villato the Allottee/purchaser on

account of reasons beyond his control and of his agents by the aforesaid date then the Developer/Vendor shall be liable on demand to refund to the Allottee/purchaser the amounts already received by him in respect of the Villa with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer/Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer/Vendor shall be entitled to reasonable extension of time for giving delivery of Villa on the aforesaid date, if the completion of building in which the Villa is to be situated is delayed on account of

(i) war, civil commotion or act of God;

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

7.1 Procedure for taking possession.— The Developer/Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/purchaser as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee/purchaser in terms of this Agreement to be taken within one month from the date of issue of such notice and the Developer/Vendor shall give possession of the [Apartment/Plot] to the Allottee/purchaser. The Developer/Vendor agrees and undertakes to indemnify the Allottee/purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer/Vendor. The Allottee/purchaser agree(s) to pay the maintenance charges as determined by the Developer/Vendor or association of allottee/purchaser/allottee/purchaser, as the case may be. The Developer/Vendor on its behalf shall offer the possession to the Allottee/purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/purchaser shall take possession of the Villa within 15 days of the written notice from the promotor to the Allottee/purchaser intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee/purchaser to take Possession of [Apartment/Plot] upon receiving a written intimation from the Developer/Vendor as per clause 7.1, the Allottee/purchaser shall take possession of the [Apartment/Plot] from the Developer/Vendor by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Developer/Vendor shall give possession of the [Apartment/Plot] to the allottee/purchaser. In case the Allottee/purchaser fails to take possession within the time provided in clause 7.2, such Allottee/purchaser shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance

of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Villa to the Allottee/purchaser, the Allottee/purchaser brings to the notice of the Developer/Vendor any structural defect in the Villa or the building in which the Villa is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/Vendor at his own cost and in case it is not possible to rectify such defects, then the Allottee/purchaser shall be entitled to receive from the Developer/Vendor, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Developer/Vendor shall not be liable to rectify or pay compensation. But the Developer/Vendor may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Allottee/purchaser shall use the Villa or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike out which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/purchaser along with other allottee/purchaser(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer/Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society

or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Developer/Vendor within seven days of the same being forwarded by the Developer/Vendor to the Allottee/purchaser, so as to enable the Developer/Vendor to register the common organisation of Allottee/purchaser. No objection shall be taken by the Allottee/purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Developer/Vendor to the Allottee/purchaser that the Villais ready for use and occupancy, the Allottee/purchaser 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 allottee/purchaserallottee/purchaser is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee/purchaser shall pay to the Developer/Vendor such proportionate share of outgoings as may be determined. The Allottee/purchaser further agrees that till the Allottee/purchaser's share is so determined the Allottee/purchaser shall pay to the Developer/Vendor provisional monthly/yearly contribution of Rs. per month/annum towards the outgoings. The Allottee/purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th 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/purchaser shall be regarded as the default on the part of the Allottee/purchaser and shall entitle the Developer/Vendor to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee/purchaser shall on or before delivery of possession of the said premises keep deposited with the Developer/Vendor, 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.

11. The Allottee/purchaser shall pay to the Developer/Vendor a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Developer/Vendor 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.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/purchaser shall pay to the Developer/Vendor, the Allottee/purchaser's 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 or Lease of the project land, the Allottee/purchaser shall pay to the Developer/Vendor, the Allottee/purchaser's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease 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.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/VENDOR

The Developer/Vendor hereby represents and warrants to the Allottee/purchaser as follows:—

i. The Developer/Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Developer/Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Developer/Vendor 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/purchaser created herein, may prejudicially be affected;

vii. The Developer/Vendor has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee/purchaser under this Agreement;

viii. The Developer/Vendor confirms that the Developer/Vendor is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee/purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottee/purchaser the Developer/Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/purchaser;

x. The Developer/Vendor has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

14. The Allottee/purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Villa may come, hereby covenants with the Developer/Vendor as follows:—

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

(ii) Not to store in the Villa 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 Villa 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 Villa is situated, including entrances of the building in which the Villa is situated and in case any damage is caused to the building in which the Villa is situated or the Villa on account of negligence or default of the Allottee/purchaser in this behalf, the Allottee/purchaser shall be liable for the consequences of the breach.

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

(iv) Not to demolish or cause to be demolished the Villa 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 Villa or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Villa is situated and shall keep the portion, sewers, drains and pipes in the Villa 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 Villa is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Plaster or other structural members in the Villa without the prior written permission of the Developer/Vendor and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable

any insurance of the project land and the building in which the Villais situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

(vii) Pay to the Developer/Vendor within fifteen days of demand by the Developer/Vendor, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Villais situated.

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

(ix) The Allottee/purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Villauntil all the dues payable by the Allottee/purchaser to the Developer/Vendor under this Agreement are fully paid up.

(x) The Allottee/purchaser 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 Apartments 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/purchaser 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 Villa in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The Developer/Vendor shall maintain a separate account in respect of sums received by the Developer/Vendor from the Allottee/purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/purchaser shall have no claim save and except in respect of the Villa 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 Developer/Vendor until sold/allotted.

17. ROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer/Vendor executes this Agreement he shall not mortgage or create a charge on the *[Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/purchaser who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/purchaser by the Developer/Vendor does not create a binding obligation on the part of the Developer/Vendor or the Allottee/purchaser until, firstly, the Allottee/purchaser 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/purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer/Vendor. If the Allottee/purchaser(s) fails to execute and deliver to the Developer/Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/purchaser and/or appear before the Sub-Registrar for its registration as and

when intimated by the Developer/Vendor, then the Developer/Vendor shall serve a notice to the Allottee/purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/purchaser, application of the Allottee/purchaser shall be treated as cancelled and all sums deposited by the Allottee/purchaser in connection therewith including the booking amount shall be returned to the Allottee/purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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 apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

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

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 Allottee/purchaser of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee/purchaser has to make any payment, in common with other Allottee/purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottee/purchaser/allottee/purchaser.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/Vendor through its authorized signatory at the Developer/Vendor's Office, or at some other place, which may be mutually agreed between the Developer/Vendor and the Allottee/purchaser, after the Agreement is duly executed by the Allottee/purchaser and the Developer/Vendor 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.

26. The Allottee/purchaser and/or Developer/Vendor shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer/Vendor will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/purchaser and the Developer/Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/purchaser or the Developer/Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

Name of
Allottee/purchaser
(Allottee/purchaser's Address)
Notified Email ID:
M/s
Developer/Vendor name
(Developer/Vendor Address)
Notified Email ID:

It shall be the duty of the Allottee/purchaser and the Developer/Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer/Vendor or the Allottee/purchaser, as the case may be.

28. JOINT ALLOTTEE/PURCHASER

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/purchaser.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

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.

:

(

1

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(Authorized Signatory)

WITNESSES:

Name

Signature

Name

Signature

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

43. Possession of the said unit has not been handed over to the purchaser and shall be done by executing a proper Deed of Sale .

44..The purchaser indemnifies and keeps the Vendor /Developer forever indemnified at all times ,against ,all actions ,proceedings ,claims ,loss ,damage ,cost and expenses which may be brought on account of and occasioned by any accident or injury to the purchaser or his/her/their representative/s or any person/s visiting the construction site on behalf of the purchaser or during any visit /s to the property during the period when the development is still under construction as the purchaser and aforementioned persons shall be entering the construction site at their own risk .

45..Any dispute/s arising between the parties to this Agreement whether in relation to the interpretation of its clauses and conditions and in relation to any matter whatsoever concerning this Agreement shall be referred to a sole arbitrator who shall be a permanent resident of Goa ,appointed by mutual consent of both the parties ,and such a arbitration shall be conducted in panjim ,Goa ,in accordance with the provisions of the Indian Arbitration And Concillation Act ,1996 as amended upto date .The arbitrator must have no social ,business or professional relation with any party hereto. All the cost towards the arbitration proceedings shall be borne by the party initiating the Arbitration Proceedings.

46.If any time ,any provision of this Agreement is declared invalid or unenforceable under the law applicable law/s or under directions or orders of any judicial or other competent authority ,the validity or enforceability of the remaining provisions of this Agreement shall not be affected and this Agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provisions .The Vendor /Developer and the purchaser also agree that all the dispute if any ,arising under or concerning this Agreement shall come under the sole ,exclusive legal jurisdiction of the courts in Goa only.

47. The purchaser has paid the total stamp duty of Rs. _____ on the execution of this present Agreement to Sale.

48. The First party and the Purchaser do not belong to schedule caste and schedule tribes pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

49. **AND WHEREAS,** the **PURCHASER** shall not put any sticker/hoarding/bill/poster as regards to resale/lease/rent of the said Villa/Villas described in **Schedule-III** without the written consent of the Developer/Vendor S.

SCHEDULE – I

ALL THAT part of the property known as “**GORVANCHEM BAVININCHEM BATTA**” bearing Survey No. 33/1 part of Village Nagao ,Bardez excluding the dwelling houses admeasuring 350 sq.mts approx.which has been already sold by the original owners and consisting of fruit bearing trees such as coconut trees and mango trees having a total area of 214,825 sq.mts .the said property is described under no.6666 at pages 381 of Book B-17 New and the same is inscribed under no.11817 in the land registration office of Bardez .The said property is Bounded as under;

NORTH	:	By survey no.27/10 and 27/7
SOUTH	:	By Survey no.31,32/2,35/1,35/2 and Nullah
EAST :		By Survey No. 34/1
WEST	:	By Survey No.28/14,28/26,28/22 and 29/1

SCHEDULE II

All That separated Plot No. "A" admeasuring an area of 1875sq.mts of the said property known as " '**GORVANCHEM BAVININCHEM BATT**A " situated at village Nagao ,situated within the limits of village Panchayat of Nagao ,Taluka Bardez,District North Goa ,in the state of Goa .The said separated plot with Alphabet "A" is a part of property surveyed under survey no **33/1-D** ,of village Nagao duly shown in the attach plan .The said plot is bounded as follows ;

EAST; By survey no 32/1 and 32/2

WEST; BY Survey no.31/1 and 29/2

North; BY remaining portion of 33/1

South ;By Survey no.31/1

SCHEDULE - II

THAT Entire Villa bearing no. _____and measuring _____sq. mts, along with proportionate undivided share of the land beneath the said Villa corresponding to the area of the said Villa as indicated in the plan annexed hereto.. The **PURCHASER** shall be entitled for common use of common swimming pool , Health Club, which shall be provided along with rest of the amenities as stated in this agreement.

IN WITNESS WHEREOF this **AGREEMENT OF SALE** is signed by **OWNER** and by **PURCHASER** in presence of two witnesses.

“Vendor /Developer ”

L.H.S. Prints

R.H.F. Prints

(1)_____

(1) _____

(2)_____

(2) _____

(3)_____

(3) _____

(4) _____ (4) _____

(5) _____ (5) _____

“PURCHASER”

L.H.S. Prints

R.H.F. Prints

(1) _____ (1) _____

(2) _____ (2) _____

(3) _____ (3) _____

(4) _____

(4) _____

(5) _____

(5) _____

Witnesses:-

(1) _____

(2) _____

ANNEXURE “B”

SCHEDULE OF PAYMENTS

1. At the time of Agreement