

AGREEMENT FOR SALE

This Agreement for Sale is made and executed at Marmugao on this _____ day of **June 2020** (___/06/2020)

by and BETWEEN:

M/s KAYJI REAL ESTATE PRIVATE LIMITED, a Private Limited Company registered under the Indian Companies' Act 1956, holding PAN Card bearing no. AAACK8048H and having its registered office at Anand Bhavan, 1st Floor, Old Station Road, Margao, Goa, represented herein through its duly authorized signatories: (i) **SHRI. CHANDRAKUMAR R. HUILGOL**, son of late Mr. Ramarao Huilgol, aged about 70 years, married, resident of Sinquetim, Navelim, Salcete, South Goa, Goa, Indian National, having Aadhaar card bearing no. 240321560932 and (ii) **SHRI. SHRIDHAR P. HEGDE**, son of late Parameshwar Hegde, aged about 57 years, married, resident of Flat No. UG-3, City Oasis Building, Borda, Margao, Salcete, South Goa, Goa, having Aadhaar Card bearing no. 341674081193; both commercial employees, both c/o Anand Bhavan, 1st Floor, Old Station Road, Margao, Goa, both empowered to sign this Agreement by virtue of Company Resolution dated; hereinafter referred to as the **"DEVELOPER/PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof, mean and include its representatives, administrators, executors and assigns) of the **FIRST PART**.

AND

Mr./Mrs. _____, son/daughter/wife of Mr. _____, aged _____, occupation _____, Indian National/s, resident of _____, holding Income Tax Card bearing PAN _____, holding Aadhaar Card bearing no. _____; hereinafter referred to as the **"PROSPECTIVE PURCHASER/ PROSPECTIVE ALLOTTE"** (which expression shall unless repugnant to the context or meaning thereof, mean and include his/her/their heirs, legal representatives, administrators, successors and assigns) of the **SECOND PART**.

AND

SHRI. GANGADHAR NARSINGDAS AGRAWAL, son of Late Narsingdas Agrawal, aged about ____ years, holding Income Tax Card bearing No. _____, holding Aadhar Card bearing No. _____, resident of Varde Valaulikar Road, Margao Goa, represented by his constituted attorney Shri. _____, son of _____, major of age, married, Indian National, resident of _____, hereinafter referred to as "**LAND OWNER**" (which expression shall unless repugnant to the context or meaning hereof shall mean and include his heirs, legal representatives, successors, executors, administrators and assigns) of the THIRD PART.

The **DEVELOPER/PROMOTER** is an Indian company registered under Indian Companies Act, 1956, likewise the Authorised Signatory of the **DEVELOPER/PROMOTER**, the **LAND OWNER** and the **PROSPECTIVE PURCHASER/PROSPECTIVE ALLOTTE** are all Indian nationals.

WHEREAS there exist a property "Aforamento sem denominacao especial" (Aforamento without special name) erstwhile situated within the limits of village and parish of Sancoale and now with the limits of village Dabolim described in the Land Registration Office of Salcete Judicial Division under No. 40965 of the new series at fls. 117v of the book no. 114, having an area of 23000 sq. meters, surveyed under survey no. 62/13 of village Dabolim of Marmugao Taluka, more particularly described in the SCHEDULE A written hereunder and is herein after referred to as the "**SAID PROPERTY**".

AND WHEREAS the said property was originally owned by Antonio Pedro Paulo Joao Eufemio de Saldanha alias Antonio de Saldana and his wife Dona Maria Brigida Leticia Pereira e Saldanha alias Brigida Saldana.

AND WHEREAS by virtue of Deed of Sale dated 17.09.1959 registered in the Judicial Division of Salcete at folios One overleaf onwards of the Book of Notes Number One Thousand Seventy Four, the LAND OWNER herein purchased the Said Property from its original owners.

AND WHEREAS the LAND OWNER with the intention to develop the Said Property, applied for the conversion Sanad with the Collector, South Goa and the Collector South Goa granted the conversion sanad under its Ref No. COL/SG/CONV/52/2011/7344, for the Said Property.

AND WHEREAS by Agreement for Development of Land dated 03.04.2018 entered into between the LAND OWNER and the DEVELOPER/PROMOTER and registered with the Notary Shri. Rajendra G. Raut Dessai under Registration No. 32333/2018, read with Instrument of Rectification dated 26.05.2020 (hereinafter referred to as "Said Development Agreement"), the LAND OWNER authorized the PROMOTER to develop the Said Property into sub-plots and sell the same to the Prospective Purchaser on the terms and conditions set out in the Said Development Agreement.

AND WHEREAS in pursuance to the Said Development Agreement, the DEVELOPER/PROMOTER has obtained the following approvals/permissions for sub-division of the SAID PROPERTY into 40 plots numbered 1 to 40 after leaving Open Space as required under the law for residential purpose or such additional plots as may be approved/revised under the project name "**Viman Nagar**":

- a. Development Permission from Mormugao Planning and Development Authority, under Ref. No. MPDA/9-K-105/2018-19/826 date 15.10.2018 for Land Sub-division (provisional) and construction of Compound wall;
- b. Development Permission/Provisional NOC from the office of Village Panchayat Chicalim under Ref. No. VP/CHI/90/Provisional NOC/2018-19/2089 dated 29.11.2018.

The proposed project named "**Viman Nagar**" to be developed in the SAID PROPERTY is hereinafter referred to as "**SAID PROJECT**".

The project "**Viman Nagar**" is registered as per the provisions of RERA with the Real Estate Regulatory Authority, Goa under No.

AND WHEREAS Arch. Mr. Rajeev M. Sukhtankar registered with the Council of Architects, has been appointed by the PROMOTER, to carry out sub-divisions of the Said Property.

AND WHEREAS by virtue of the above said agreement and permissions obtained, the DEVELOPER/PROMOTER with the consent of the LAND OWNER, has the sole and exclusive right to develop the Said Property into sub plots and sell such sub-divided plots to Prospective Purchasers

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and enter into agreement/s/sale deeds with the Prospective Purchasers and to receive the sale price in respect thereof.

AND WHEREAS DEVELOPER/PROMOTER intends to provide amenities such as Club House, Swimming Pool, Landscaped Garden, Compound wall with security, joggers track and Multipurpose hall at the SAID PROJECT, as a matter of goodwill by the DEVELOPER/PROMOTER for the purchasers of the plots and does not form part of the consideration of the plot and as such shall be provided free of cost except for the cost of maintenance and therefore providing of such amenities at the SAID PROJECT, nature and its extent are at the absolute discretion of the DEVELOPER/PROMOTER and having the said amenities shall not be the right of the PROSPECTIVE PURCHASER/PROSPECTIVE ALLOTTEE. The amenities are more particularly specified in Annexure B annexed hereto.

AND WHEREAS the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S approached the DEVELOPER/PROMOTER expressing his/her/their intention of purchasing a Plot in the SAID PROJECT and demanded from the DEVELOPER/PROMOTER all the title documents, Survey records, zone certificate, other permissions and approvals obtained in respect of the SAID PROJECT and in furtherance thereto all such documents were furnished to the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S and in particular following documents:

1. the documents of title relating to the Said Property;
2. agreement between the LAND OWNERS and DEVELOPER/PROMOTER;
3. permissions and approval along with plans of proposed subdivision and layout plan;
4. copy of Certificate of Title issued by the attorney at law or advocate of the PROMOTER, in respect of the Said Property;
5. The terms and conditions of development, sale of the plots, those of payment of consideration.

without making any other representation other than what has been represented in this agreement, making it absolutely clear that the

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PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S may prefer to buy Plot in the SAID PROJECT only if he/she/they is/are satisfied and agreeable with the title of the LAND OWNER and development rights of the DEVELOPER/PROMOTER.

AND WHEREAS the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S is made aware by the DEVELOPER/PROMOTER that the development work is yet to be completed and Final Development Permission for sub division of the Said Property shall be received only upon completion of development and pending such permission no sale deed can be executed in respect of the Said Plot and only an agreement for sale can be executed at present and the sale deed shall be executed only after getting the Final Development Permission/NOC to which the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S has agreed.

AND WHEREAS the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S being satisfied, having verified through his/her/their lawyer, that the title of the SAID PROPERTY is clean and clear and being satisfied and comfortable with the approved sub division plans, permissions and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations having been agreeable to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of his/her/their own will and accord, has expressed unto the DEVELOPER/PROMOTER his/her/their willingness to purchase a Plot in the SAID PROJECT in the Said Property and has requested unto the DEVELOPER/PROMOTER to sell unto them the Plot No. _____, having an area admeasuring _____ sq. meters from the Said Property and pending the development work and getting of final NOC requested for execution of an agreement for sale, to reduce the terms of such sale into writing.

This Plot No. _____ having an area of _____ sq. mts., forming part of the Said Property described in the schedule A written hereunder is more particularly described in the **SCHEDULE B** hereunder written and is hereinafter referred to as "SAID PLOT". The SAID PLOT is identified and marked in red in the printed plan annexed hereto and marked as Annexure 'A'.

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AND WHEREAS as per the mutual understanding arrived at between the parties hereto, the SAID PLOT is proposed to be sold/purchased for total consideration of Rs. _____.

AND WHEREAS the DEVELOPER/PROMOTER has made the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S aware that all the purchasers of the proposed plots are likely to form a Maintenance Society or a Limited Company or other Legal Entity (any of which is hereinafter referred to as the 'said society') for the purpose of maintenance of the common areas, road and amenities hence it will be imperative on the part of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to be the member of the said Maintenance Society or a Limited Company and/or legal entity and bear the necessary expenses for the formation of the Society /legal entity.

AND WHEREAS in pursuance to the above understanding, the parties hereto executes the present agreement to reduce the above understanding into writing on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT FOR SALE WTNESSES AS UNDER:

1. The DEVELOPER/PROMOTER shall develop the Said Property into sub plots in accordance with the plans as approved and the Provisional development permissions granted by the concerned authorities from time to time. The DEVELOPER/PROMOTER shall obtain prior consent in writing of the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S in respect of variations or modifications in the approved plan which may adversely affect the area of the SAID PLOT of the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S except any alteration or addition required by any Government authorities or due to change in law or such alteration or variation which does not in any way change the area of the Plot (maximum 5% area) agreed to be sold to the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S. No approval of the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S shall be required to be obtained for variation (increase or decrease) upto 5% of the area of the SAID PLOT. However, such variation shall be considered at

the time of calculation of final area as provided in clause 10.a herein later.

2. The PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S hereby agree/s to purchase from the LAND OWNER and the DEVELOPER/PROMOTER and the LAND OWNER and DEVELOPER/PROMOTER hereby agrees to sell to the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S the SAID PLOT denominated as Plot No. ____ of ____ Sq. meters more particularly described in the Schedule B written hereunder, for the consideration of Rs. _____/- (Rupees _____ Only).
 3. The PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ Only) as advance vide Cheque/Demand Draft/Pay Order/RTGS/NEFT No. _____ dated _____ drawn on/from _____ (Bank) and hereby agrees to pay to the DEVELOPER/PROMOTER the balance amount of (Rupees _____ Only) in the following manner:
 4. i) a sum of Rs. _____/- within ____ days/months from the date of this agreement;
 - ii) a sum of Rs. _____/- within ____ days/months from the date of this agreement;
 - iii) a sum of Rs. _____/- within 15 days from the date of notice referred in clause 14.
- The Sale Deed shall be registered only upon actual realization of all the amount.
5. The Sale Deed in respect of the SAID PLOT shall be executed and registered within 30 days from the date of payment of the entire sale consideration by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

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6. The possession of the SAID PLOT will be transferred immediately unto the PROSPECTIVE PURCHASER in vacant position, free from all charges, encumbrance or charge or claim of whatsoever nature, at the time of registration of the Sale Deed in respect of the SAID PLOT.
7. All payments shall be made by local cheques or DD. All payments made in currencies other than in Indian Rupees will be treated as having been made in equivalent rupees realized. Any refund or interest or liquidated damages due to the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S will also be paid by the DEVELOPER/PROMOTER in Indian rupees only.
8. The Total Price above excludes Taxes (consisting of tax paid or payable by the LAND OWNER and the DEVELOPER/PROMOTER by way of GST, or any other similar taxes which may be levied, in connection with the development of the Said Property) up to the date of handing over the possession of the SAID PLOT. All these taxes and other outgoings shall be borne and paid by the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S as and when due or demanded.
9. The Total Price is escalation-free, save and except:
 - (a) escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The DEVELOPER/PROMOTER undertakes and agrees that while raising a demand on the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the DEVELOPER/PROMOTER shall enclose the said notification/order/rule/regulation published/issued on that behalf to that effect along with the demand letter being issued to the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S, which shall only be applicable on subsequent payments.

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10. a. The DEVELOPER/PROMOTER shall confirm the final area of the Said Plot after the Development of the Said Property is complete and the Final NOC is granted by the competent authority. The total price payable for the area shall be recalculated upon confirmation by the DEVELOPER/PROMOTER. If there is any reduction in the Plot area within the defined limit or if there is any increase in the plot area then the differential price shall be adjusted in the final payment of the balance consideration.
10. b. The PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER /S authorize/s the PROMOTER to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the DEVELOPER/PROMOTER may in its sole discretion deem fit and the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S undertake/s not to object/demand/direct the DEVELOPER/ PROMOTER to adjust his payments in any manner.
10. c. The DEVELOPER/PROMOTER 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 authority at the time of approving the development plan or thereafter and shall before handing over possession of the SAID PLOT to the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S, obtain from the concerned authority final development permission/NOC in respect of the Said Property.
11. Time is of essence for the PROMOTER as well as the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S. PROMOTER, subject to clause 15 contained herein later, shall abide by the time schedule for completing the developmental works and handing over the SAID PLOT to the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S.

The PROSPECTIVE ALLOTTEE/S shall also make timely payments of the installments and other dues payable by

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him/her/them and meeting the other obligations under the Agreement, the payment of agreed installment on the scheduled day by the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S, shall be conditions precedent for compliance of the terms and conditions of this agreement by the PROMOTER.

12. The PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S agrees to pay to the DEVELOPER/PROMOTER interest at 10% per annum for delayed payments on all the amounts which become due and payable by the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S to the DEVELOPER/PROMOTER under the terms of this Agreement from the date the said amount is payable by the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S to the DEVELOPER/PROMOTER till one month therefrom.
13. Without prejudice to right of the DEVELOPER/PROMOTER to charge the interest in terms of sub clause (12) above, on the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S committing default in payment of the agreed installment/balance consideration on its due date or on the PROSPECTIVE ALLOTTEE/S/PROSPECTIVE PURCHASER/S committing commits default in payment of the agreed installments/balance consideration with accrued interest within 30 days from the date it became due, the present agreement shall automatically stand terminated and cancelled on the expiry of 30 days from the date such installment was due. No notice of reminder to pay the installment shall be required to be addressed to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.
13. a. In case of such termination, the 75% of the monies paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the DEVELOPER/PROMOTER till such date of automatic termination shall stand forfeited while the balance 25% shall be refunded without any interest, only upon conclusive sale of the SAID PLOT to third Party.

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13. b. Upon such automatic termination and cancellation, the PROMOTER and the LAND OWNERS shall be at liberty to sell the SAID PLOT to any other person of their choice without any reference and without consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. However, if called upon, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall join such transfer instrument/s acknowledging the cancellation of this agreement.
13. c. In case of such termination and cancellation, the right of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be limited to recovery of refundable consideration only (i.e. 25%) and shall have no claim of whatsoever nature to the SAID PLOT.
14. Subject to clause 15, the DEVELOPER/PROMOTER shall make best endeavour to complete the development and obtain final development NOC from the concerned authority by 31.12.2022. If the DEVELOPER/PROMOTER fails or neglects to give possession of the SAID PLOT to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and execute the Sale Deed thereto even after payment of balance consideration except for reasons stated in succeeding clause 15, then the DEVELOPER/PROMOTER shall be liable, on demand, to refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the amounts already received by it in respect of the SAID PLOT with interest at the same rate as may mentioned in the clause 12 herein above from the date the DEVELOPER/PROMOTER received the respective sum till the date the amounts and interest thereon is repaid. The DEVELOPER/PROMOTER shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, legal fees, GST and other taxes. The interest as become payable shall be considered as liquidated damages and no separate amount shall be required to be paid towards liquidated damages and or compensation.

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15. The DEVELOPER/PROMOTER shall be entitled to reasonable extension of time for giving delivery of SAID PLOT and execution of Sale deed on the aforesaid date and the PROSPECTIVE ALLOTTEE/S shall not exercise the option provided in preceding clause 14, if the completion of the development works of the Said Property is delayed on account of -
- a) War, Civil Commotion or Act of God.
 - b) Non-availability or scarcity of construction material or laborers
 - c) Any notice, laws, order, rule, notification of Government and or Panchayat and or any other public or Competent Authority which prevents the LAND OWNER or DEVELOPER/PROMOTER from carrying out the work of Development over the SAID PROPERTY.
 - d) Any delay on part of Village Panchayat or any other Public Authorities in issuing or granting necessary Certificates /NOC/Permission/ License in the said property under development by the DEVELOPER/PROMOTER.
 - e) Force-majeure causes or other reasons beyond the control of the DEVELOPER/PROMOTER.
 - f) any delay due to pandemic, endemic or adverse weather conditions including heavy rains, flooding, and other acts of nature, fire, explosion, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, epidemics or war.
 - g) any delay due to court order, activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the development of the Said Property or the progress of the development work or the free movement of man power and material and vehicles into or out of the Said Property for any length of time.
 - h) Any delay or default by the PROSPECTIVE ALLOTTEE/S in making payments of the balance consideration as per the terms and conditions of this present Agreement (without

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prejudice to the rights of the DEVELOPER/PROMOTER under this Agreement).

16. The DEVELOPER/PROMOTER, upon obtaining the final NOC from the competent authority shall call upon the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S via notice in writing addressed at the registered postal address or e-mail address of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to make the payment of the balance consideration and the amount referred in clause 17 below within 15 days of the receipt of such intimation.

If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses to accept the written letter or the written letter could not be served on the registered address, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of letter for the purpose of counting the period of letter.

17. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall within 15 days from the date of notice referred in clause 16 above, shall pay to the DEVELOPER/PROMOTER, the following amounts:-

- (i) Rs./- towards maintenance of Amenities for five years from the date of Final NOC of sub division of plots (The unspent monies remaining at the end of the Five years shall be considered as charges of the DEVELOPER/PROMOTER for the maintenance service and shall not be refunded).
- (ii) Rs./- towards formation of society/legal entity.
- (iii) Rs./- towards Infrastructure Tax
- (iv) Rs. _____/- towards legal fees for drafting of Agreement for Sale and Sale Deed;
- (v) such amount as payable towards stamp duty and registration fees for the sale deed of the SAID PLOT.
- (vi) such amount as payable towards Goods and Service Tax and Value Added Tax.

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18. REPRESENTATIONS AND WARRANTIES OF THE LAND OWNER
AND THE PROMOTER:

The LAND OWNER and the DEVELOPER/PROMOTER hereby represents and warrants to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as follows:

- i. The LAND OWNER has as on date clear and marketable title with respect to the SAID PROPERTY subject to agreements executed in respect of the other sub-divided plots and the DEVELOPER/PROMOTER has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the development works;
- ii. The DEVELOPER/PROMOTER as on date has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Property and shall obtain requisite approvals from time to time to complete the development of the Said Property;
- iii. There are no known encumbrances upon the said property or the SAID PLOT;
- iv. There are no known litigations pending before any Court of law with respect to the said property or SAID PLOT;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the development of the said property 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 development of the said property shall be obtained by following due process of law and the DEVELOPER/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the development of the said property.
- vi. The DEVELOPER/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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S created herein, may prejudicially be affected;

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- vii. The LAND OWNER has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party other than the said development agreement with the DEVELOPER/PROMOTER herein with respect to the SAID PLOT, which will, in any manner, affect the rights of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S under this Agreement.
 - viii. The LAND OWNER and the DEVELOPER/PROMOTER confirms that the LAND OWNER and the DEVELOPER/PROMOTER as on date are not restricted in any manner whatsoever from selling the SAID PLOT to the PROSPECTIVE ALLOTTEE/S in the manner contemplated in this Agreement;
 - ix. 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 PLOT) has been received or served upon the LAND OWNER or the DEVELOPER/PROMOTER in respect of the said property and/or the SAID PLOT as on date.
19. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for himself/herself/themselves with intention to bring all persons into whose hands the SAID PLOT may come, hereby covenants with the LAND OWNER and the DEVELOPER/PROMOTER as follows:-
- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID PLOT on any portion of the said Property;
 - (ii) not to block the internal access roads or create any hindrance in free usage of the internal access road by any other occupier;
 - (iii) not to encroach upon the open space or any area outside the SAID PLOT;
 - (iv) The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not let, transfer, assign or part with

interest or benefit factor of this Agreement until all the dues payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the DEVELOPER/PROMOTER under this Agreement are fully paid up. Any third party transfer/agreement to transfer the SAID PLOT, before registration of the sale deed by the DEVELOPER/PROMOTER unto the PROSPECTIVE ALLOTTEE/S, without the consent of the DEVELOPER/PROMOTER shall be invalid;

- (v) join the Association of Person or the Maintenance Society that may be formed by the owners of the various plots in the SAID PROJECT, for maintenance of Amenities such as Club House, Swimming Pool, Landscaped Garden, Compound wall with security, joggers track and Multipurpose hall or development of the common areas (Open Spaces and Roads) and make necessary contribution monthly/quarterly/annually proportionate to the area of the SAID PLOT or as shall be determined by such entity.
- (vi) sign all papers and documents and do all the acts, deed, matters and things as may be necessary from time to time for the formation of Association of Person or the Maintenance Society and for safeguarding the interest of DEVELOPER/PROMOTER and other plot holders in the SAID PROJECT.

20. Any diligence shown by the PROMOTER in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.

21. All costs, charges, expenses including stamp Duty, Registration Fees and any other expenses in connection with the execution and registration of the agreement/Sale Deed/Deeds of Conveyances shall be borne by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

22. The DEVELOPER/PROMOTER have not delivered the possession of the SAID PLOT to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

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23. ENTIRE AGREEMENT

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

24. RIGHT TO AMEND

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

25. 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.

26. The LAND OWNER, DEVELOPER/PROMOTER and/or PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the LAND OWNER and the DEVELOPER/PROMOTER will attend such office and admit execution thereof.

27. That all notices to be served on the DEVELOPER/PROMOTER, LAND OWNER, and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as contemplated by this Agreement shall be deemed to have been duly served if sent to the DEVELOPER/PROMOTER, PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or the LAND OWNER by Registered

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Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the name clause.

SCHEDULE A
(OF THE SAID PROPERTY)

All that property "Aforamento sem denominacao especial" (Aforamento without special name) erstwhile falling within the limits of village and parish of Sancoale and presently within the limits of village Dabolim, described in the Land Registration office of Salcete Judicial Division under No. 40965 of the new series at fls. 117v of the book no. 114, having an area of 23000 sq. meters, surveyed under survey no. 62/13 of village Dabolim of Marmugao Taluka and is bounded as per the survey records as under:

ON THE EAST: by the property under survey number 59/1;

ON THE WEST: by the property under survey number 63;

ON THE NORTH: by the property under survey numbers 56 and 59/1;

ON THE SOUTH: by the property under survey numbers 62/10, 62/9, 62/1 and 62/14.

Boundaries of the said property as per the land registration document is as under:

ON THE EAST: by the remaining part of the said property, reserved for road from Dabolim to Cansaulim;

ON THE WEST: by the property of Joaquim Eleuterio Gomes and that of the Comunidad of Sancoale;

ON THE NORTH: by the property of Saluzinho Siquera and that of Roque Fernandes and

ON THE SOUTH: by the part of the said property which is being purchased by Shri. Ramdas Sarvottam Mallya,

CRH

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SCHEDULE B

(OF THE SAID PLOT HEREBY AGREED TO BE SOLD)

ALL THAT piece and parcel of developed plot identified as Plot No. ____
admeasuring _____.00 sq. metres situated in the PROJECT "**Viman
Nagar**", situated in the property surveyed under survey No. 62/13 of
Dabolim village of Marmugao Taluka, forming part of the Property
described in Schedule A herein above and bounded as under:

ON THE EAST :

ON THE WEST :

ON THE NORTH :

ON THE SOUTH :

The SAID PLOT is shown in red color in the plan annexed hereto which
forms the part of these presents.

IN WITNESS WHEREOF the parties to these presents have signed and
subscribed their respective hands on the day, month and the year first
herein above mentioned.

CRH

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