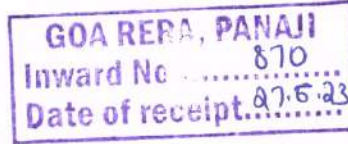


TA

Please examine in
27/6/23



27/06/2023

To,
The Chairman,
Goa RERA,
Goa

Reference:

Project Name: "CARINO VADDO", RERA Number: PRGO01231861

Subject: Corrections in Project Details.

Respected Sir,

With reference to the above-mentioned subject, you had requested vide email dated 25th May, 2023 for a notarized affidavit pertaining to the revisions/modifications to be made in the RERA portal.

You are requested to kindly acknowledge the affidavit attached hereto alongwith the annexures.

In case of any queries please do let us know.

Thanking You,

Yours faithfully,

For **Isprava Vesta Private Limited**

Mrs. Amruta Rajendra Kamat
Authorized Signatory



AFFIDAVIT

I, **Mrs. Amruta Rajendra Kamat** daughter of Mr. Rajendra Anant Kamat aged 37 Years Indian National, authorized signatory for **Isprava Vesta Private Limited**, being the promoter of the proposed project do hereby solemnly declare, undertake, and the state as under:

1. We have submitted requisite application with the Goa Real Estate Regulatory Authority ("Goa RERA") for the registration of our project "Carino Vaddo" at Survey No 365/1, Plot No. C at Mendrem, Pernem, North Goa, Goa 403527, North Goa and have been granted registration on 25th January 2023 bearing no. PRGO01231861;
2. It came to our notice/attention that due to oversight and inadvertence, the date of completion of the said project "Carino Vaddo" has been referred to as "31st March 2025" instead of "31st March 2026".
3. In addition to the aforesaid, there had been inadvertency in computation of the RERA carpet areas of the respective villas to be sold in the said project.
4. At the time of registration, we had not sold any villas in the said project and subsequently, we have entered into agreement for sale with the prospective purchasers for the villas and also, executed and registered the same, the details whereof are under:

No.	Details of the Villa	Sold/ Unsold Inventory	Date of Agreement for Sale	Details of the Registration
1	Villa 1	sold	31 st March, 2023	PNM-1-208-2023
2	Villa 2	sold	31 st March, 2023	PNM-1-220-2023
3	Villa 3			
4	Villa 4	Sold	31 st March, 2023	Registered copy to be received from SKO
5	Villa 5			
6	Villa 6			
7	Villa 7	sold	2 nd May, 2023	PNM-1-236-2023

5. We hereby expressly submit and state that the agreements for sale entered into with the prospective purchasers refers to the date of completion of the project as "31st

Amruta

March 2026" and not "31st March 2025".

6. Further, the correct RERA carpet area of the respective villa has been incorporated and mentioned in the respective agreement for sale as stated therein, without any commercial implications or even otherwise of any nature to the prospective purchasers. The aforesaid inadvertency is a human error without any intention to misrepresent, deprive or defraud any persons including the prospective purchasers in any manner whatsoever.
7. In view of the aforesaid, we are hereby resubmitting our letter dated 6th March 2023 setting out the correct date of completion of the said project along with RERA carpet areas for the respective villas for your reference and the same is attached herewith marked as "Annexure A".
8. We are also submitting the relevant pages of the registered agreement for sale referring to the date of completion of the said project and the schedule of the said villa containing the detailed description of the villa reflecting the correct RERA carpet areas for your reference and the same is attached herewith marked as "Annexure B Colly".
9. We hereby confirm that the said inadvertency / corrections do not require any consent or otherwise from any persons including from any prospective purchasers for the reasons stated herein and true and correct representations/ disclosures have been made by us with in the respective agreements as stated herein.
10. We have not done any act, deed, thing, etc. which is detrimental to any person or contrary to the provisions of RERA and have not concealed any information/ details as required to be disclosed to the concerned authorities/ Goa RERA.
11. We hereby request and submit to taken on record the aforesaid inadvertency /corrections as stated above and are ready and willing to make the requisite payments for the said corrections.

Solemnly affirmed on 26th June, 2023

Mrs. Amruta Rajendra Kamat

Deponent

(Authorized Signatory, Isprava Vesta Private Limited)

Verification

The contents of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Mapusa on this 26th June, 2023

Amruta

Mrs. Amruta Rajendra Kamat

Deponent

(Authorized Signatory, Isprava Vesta Private Limited)



Executed Before Me
Mapusa Dated 26/06/2023

Madhumi

Ms. Madhumita Avadhut Nayak Salatry
LLB

NOTARY
BARDEZ - TALUKA
MAPUSA - GCA
Reg. No. (371)
Sr. No.

2782/2023

Annexure 'A'



06/03/2023

To,
The Chairman,
Goa RERA,
Goa

Reference:

Project Name: "CARINO VADDO", RERA Number: PRGO01231861

Subject: Corrections in Project Details.

Respected Sir,

With reference to the above-mentioned subject, this is to bring to your kind attention that due to oversight, project details were punched erroneously while submitting an application for registration.

So, we request you to kindly amend the details of inventory as per the following table so as to reflect the correct data in the records of RERA in tune with permission and building plans.

Sr. No.	Project Details as per Application	Corrections sought in Project Details
1.	Name of the Project:- CARINO VADDO	No changes
2.	Date of Completion:- 31-12-2025	Date of Completion:- 31-03-2026

Sr. No.	Inventory Details as per Application	Corrections sought in Inventory Details
1.	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 275.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 25.84 Area of Exclusive Open Terrace, if any (Sq. Mtr): 0.0 No. of Inventory sold: 0	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 274.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 43.00 Area of Exclusive Open Terrace, if any (Sq. Mtr): 32.00 No. of Inventory sold: 0
2.	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 241.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 38.80 Area of Exclusive Open Terrace, if any (Sq. Mtr): 0.0 No. of Inventory sold: 0	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 258.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 35.00 Area of Exclusive Open Terrace, if any (Sq. Mtr): 30.00 No. of Inventory sold: 0
3.	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 238.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 3.54 Area of Exclusive Open Terrace, if any (Sq. Mtr): 0.0 No. of Inventory sold: 0	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 237.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 35.00 Area of Exclusive Open Terrace, if any (Sq. Mtr): 30.00 No. of Inventory sold: 0

ISPRAVA VESTA PRIVATE LIMITED

1st Floor, 42A, Impression House G. D. Ambekar Marg, Wadala, Mumbai 400031, Maharashtra, India

Mail Id: cs@isprava.com, Tel. No.: 022-40007777,

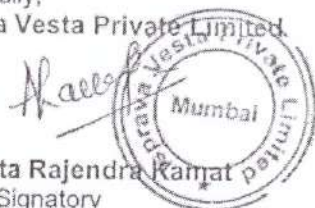
CIN: U74900MH1992PTC065539 Website: www.isprava.com

	No. of Inventory sold: 0	No. of Inventory sold: 0
4	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 238.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 3.54 Area of Exclusive Open Terrace, if any (Sq. Mtr): 0.0 No. of Inventory sold: 0	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 246.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 35.00 Area of Exclusive Open Terrace, if any (Sq. Mtr): 30.00 No. of Inventory sold: 0
5	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 239.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 3.54 Area of Exclusive Open Terrace, if any (Sq. Mtr): 0.0 No. of Inventory sold: 0	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 238.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 34.00 Area of Exclusive Open Terrace, if any (Sq. Mtr): 30.00 No. of Inventory sold: 0
6	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 250 Area of Exclusive Balcony/Verandah (Sq. Mtr): 27 Area of Exclusive Open Terrace, if any (Sq. Mtr): 18.59 No. of Inventory sold: 0	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 250.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 35.00 Area of Exclusive Open Terrace, if any (Sq. Mtr): 30.00 No. of Inventory sold: 0
7	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 279 Area of Exclusive Balcony/Verandah (Sq. Mtr): 40.46 Area of Exclusive Open Terrace, if any (Sq. Mtr): 0.0 No. of Inventory sold: 0-	Type of Inventory: Villas No. of Inventory: 1 Carpet Area: 287.00 Area of Exclusive Balcony/Verandah (Sq. Mtr): 43.00 Area of Exclusive Open Terrace, if any (Sq. Mtr): 32.00 No. of Inventory sold: 0

In case of any queries please do let us know.

Thanking You,
Yours faithfully,

For Isprava Vesta Private Limited



Mrs. Amruta Rajendra Kamat
Authorized Signatory

7.16 The Purchasers agree and undertake that in the event the Purchasers avails any financial assistance/loan from any bank/s and/or financial institution/s with respect to the purchase of the said Villa, such bank/s and/or financial institution/s shall be required to disburse/pay all such instalment/s or amount/s due and payable to the First Promoter under this Agreement in the same manner detailed in the Payment Schedule i.e. **Schedule III** and the Promoters shall not in any way whatsoever, be liable or responsible for the repayment of the financial assistance/loan taken by the Purchasers. In the event of any default or delay in receipt by the First Promoter of the instalments from the bank/s or financial institution/s, the First Promoter shall, without prejudice to any of its rights under this Agreement or at law, including its right to interest on the outstanding amounts at the Interest Rate, be entitled to terminate this Agreement under the provisions stated herein. On such termination of this Agreement, the First Promoter shall after deduction of the Forfeiture Amount and other amounts, if any, as agreed and recorded herein, refund to the bank/s or financial institution/s, the balance amounts, if any, towards the payments made by the bank/s or financial institution/s, and thereafter refund to the Purchasers, the balance amounts, if any, from the payments made by the Purchasers under this Agreement to the First Promoter. In the event that the Forfeiture Amount is greater than the sum of the amounts paid by the Purchaser/s under this Agreement, the Purchaser/s shall be liable to pay the shortfall to the First Promoter within a period of 30 (thirty days) from the termination date.

7.17 All costs and charges related to the financial assistance/loan and creation of a mortgage over the said Villa shall be solely and exclusively borne and incurred by the Purchasers. Notwithstanding the provisions hereof, the Purchasers agree and confirm that until all amounts payable by the Purchasers under this Agreement have not been paid to the First Promoter, the First Promoter shall have a first right of lien/charge on the said Villa and Purchasers agree and confirm that the Purchasers has/have no objection and hereby waives his/her/their right to raise any objection in this regard.

7.18 The Purchasers hereby irrevocably authorises the First Promoter to adjust/appropriate all payments received from the Purchasers or bank or financial institution, under any head/s of the dues and



Signature
Joshi Vandana

18.6 Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

18.7 The Parties expressly agree that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution of this Agreement. Therefore, in the event of a conflict of terms, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

18.8 Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably within 45 (forty five) days of such dispute, the dispute shall be referred to the Goa Real Estate Regulatory Authority as per the provisions of the RERA and Rules made thereunder.

18.9 The rights and obligations of the Parties under or arising out of this Agreement shall survive, as long such rights and obligations are required to be fulfilled by the Parties hereto and the same will be construed and enforced in accordance with the laws of India for the time being in force and further, the courts at Goa shall have an exclusive jurisdiction for this Agreement.

19 The Parties hereto declare that they do not belong to SC/ST pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

20 This Agreement for Sale is engrossed/printed on stamp papers of total value of Rs. 39,25,800/- (Rupees Thirty Nine Lakhs Twenty Five Thousand Eight Hundred Only) which is 6% (six percent) payment of the Stamp Duty that is due and payable on account of this Agreement, which is the market value i.e. a sum of Rs. 6,54,30,000/- (Rupees Six Crores Fifty Four Lakhs Thirty Thousand Only).



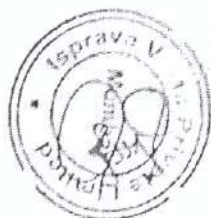
Signature
 Jai Pandit Chauhan

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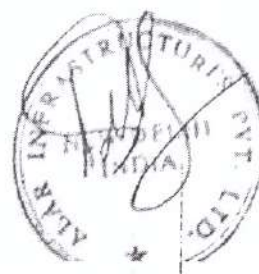
of this Agreement and all shall be liable for the consequences jointly as well as severally.

8. POSSESSION, CONVEYANCE AND FAR

- 8.1 The First Promoter shall handover physical possession of the said Villa to the Purchaser/s in a bare shell condition with certain amenities, which condition is more particularly described in **Schedule IV** on or before 31st March 2026 ("**Possession Date**") provided however, that the First Promoter shall be entitled to an extension of time for the handover of physical possession of the said Villa, if the completion of the said Project is delayed on account of the following: (a) any Force Majeure Events; (b) any notice, order, rule, notification of the Government and/or other public or competent authority / court; (c) any stay order / injunction order issued by any Court of Law, competent authority, statutory authority; and/or (d) any other circumstances or events that may be deemed reasonable by the Goa Real Estate Regulatory Authority; and/or (e) default/ failure/ neglect by the Purchaser/s to pay any instalment of the Total Sales Consideration for a period of 30 (thirty) days beyond the due date as provided herein. For the purposes of this Agreement, "**Force Majeure Event**" shall mean acts of God including fire, tempest, drought, earthquake, flood, windstorm, cyclone, war, civil commotion or other natural disaster or calamity caused by nature affecting the regular development of the real estate project.
- 8.2 Save and except for the reasons as stated in Clause 8.1 above, on default of the First Promoter to handover physical possession of the said Villa on or before the Possession Date or due to discontinuance of its business as a developer on account of suspension or revocation of the registration under RERA; or for any other reason attributable to the First Promoter and not otherwise, the Purchaser/s shall be entitled to give a notice of 30 (thirty) days in writing to the First Promoter, to cure such default, failing which the Purchaser/s shall be entitled, at the option of the Purchaser/s, to either (a) call upon the First Promoter by giving a written notice by courier / e-mail / registered post A.D. at the address provided by the First Promoter, to pay interest at the Interest Rate on the amounts paid by the Purchaser/s towards Total Sales Consideration for the period from the Possession Date till the date of handover of physical possession to the Purchaser/s; OR (b) terminate this Agreement by giving a termination notice in writing of 30 (thirty) days on the expiry of 30 (thirty) days cure period as stated hereinabove, to the First Promoter ("**Purchaser Termination Notice**"). On the termination of this Agreement by the Purchaser/s as aforesaid, the

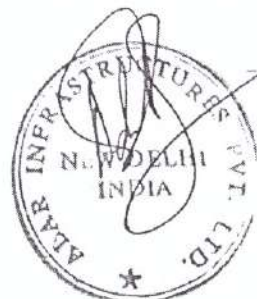


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First Promoter shall refund to the Purchaser/s the amounts in aggregate received by the First Promoter toward the Total Sales Consideration under this Agreement, within a period of 60 (sixty) days from the expiry of the Purchaser Termination Notice, with interest thereon at the Interest Rate to be computed from the date the First Promoter received such amount / part thereof till the date such amounts with the interest at the Interest Rate thereon are paid to the Purchaser/s. On such refund/repayment of the amounts with interest thereon by the First Promoter, by cheque/ payorder/ demand draft from the First Promoter to the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, or bank transfer into the account from which payments towards Total Sales Consideration were made to the First Promoter, will amount to acceptance of the said refund and the refund amount accepted by the Purchaser/s is in full satisfaction of all rights and/or claim/s of the Purchaser/s under this Agreement and/or in or to the said Villa and the Promoters shall be entitled to deal with and/or dispose of the said Villa in the manner it deems fit and proper.

- 8.3 The First Promoter shall offer possession of the said Villa to the Purchaser/s in writing within 15 (fifteen) days of receipt by the First Promoter of the occupation certificate with respect to the said Villa (hereinafter referred to as the "**Possession Notice**"), and subject to payment by the Purchaser/s of the requisite instalments of the Total Sales Consideration and all other amounts due and payable in terms of this Agreement. Within 15 (fifteen) days from the date of receipt of the said Possession Notice the Purchaser/s shall take handover of physical possession of the said Villa simultaneously with the execution and registration of a Conveyance Deed, failing which it shall be deemed that the Purchaser/s has/have taken handover of possession of the said Villa on the expiry of the 15th (fifteenth) day from the date of the Possession Notice ("**Possession Date**").
- 8.4 The First Promoter shall be solely responsible to pay and discharge government/ statutory dues, rates, charges, property tax, taxes and other monies, levies, impositions, premiums, damages and/or penalties and all other outgoings, whatsoever, payable with respect to the said Villa or said Project to the competent authorities up to and until the Possession Date as agreed and recorded herein and not otherwise.
- 8.5 The Purchaser/s shall be solely responsible to pay and discharge government/ statutory dues, rates, charges, property/house tax, taxes and other monies, levies, impositions, premiums, damages and/or penalties and



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THE SCHEDULE I ABOVE REFERRED TO:
(Description of the said Land)

All that plot of land admeasuring 3,630 sq. mts., Plot C, forming a part of the property known as "KAJARYACHI GHATI", admeasuring 25,587 sq. mts., bearing Survey No. 365/1 situated at Village Mandrem, within the limits of Village Panchayat of Mandrem, Taluka and Registration of Sub-District of Pernem, District of North Goa, State of Goa; which property enrolled in the Revenue Records of Taluka of Pernem under Matríz No. 1395 and 1396

The said Land is bounded as under:

On or towards the North : By property bearing Survey No. 366;

On or towards the South : By existing 6.00 mtrs. road;

On or towards the East : By part of property bearing Survey No. 365/1 part;

On or towards the West : By part of property bearing Survey No. 365/18.

THE SCHEDULE II ABOVE REFERRED TO:
(Description of the said Villa)

All that residential premises/unit in a bare shell condition known as "Villa 4" (and identified as "House 4" on the sanctioned plan), admeasuring approximately 246 sq. mtrs. carpet area, comprising of a ground plus one floor structure having 3 bedrooms with semi covered area/ balcony/ verandah admeasuring about 35 sq. mtrs, terrace admeasuring about 30 sq. mtrs.; along with an exclusive right to use 1 (one) number of parking space, in the project known as 'Cariño Vaddo' to be constructed by the First Promoter on the portion of said Land more particularly detailed in **Schedule I** hereinabove;

TOGETHER WITH a proportionate undivided share right, title, interest in the said Land more particularly described in Schedule I.



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7.21 The Purchaser/s declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by all and all Purchaser(s) shall be treated as one single person/ entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.

8. **POSSESSION, CONVEYANCE AND FAR**

8.1 The First Promoter shall handover physical possession of the said Villa to the Purchaser/s in a bare shell condition with certain amenities, which condition is more particularly described in **Schedule IV** on or before 31st March 2026 ("**Possession Date**") provided however, that the First Promoter shall be entitled to an extension of time for the handover of physical possession of the said Villa, if the completion of the said Project is delayed on account of the following: (a) any Force Majeure Events; (b) any notice, order, rule, notification of the Government and/or other public or competent authority / court; (c) any stay order / injunction order issued by any Court of Law, competent authority, statutory authority; and/or (d) any other circumstances or events that may be deemed reasonable by the Goa Real Estate Regulatory Authority; and/or (e) default/ failure/ neglect by the Purchaser/s to pay any instalment of the Total Sales Consideration for a period of 30 (thirty) days beyond the due date as provided herein. For the purposes of this Agreement, "**Force Majeure Event**" shall mean acts of God including fire, tempest, drought, earthquake, flood, windstorm, cyclone, war, civil commotion or other natural disaster or calamity caused by nature affecting the regular development of the real estate project.

8.2 Save and except for the reasons as stated in Clause 8.1 above, on default of the First Promoter to handover physical possession of the said Villa on or before the Possession Date or due to discontinuance of its business as a developer on account of suspension or revocation of the registration under RERA; or for any other reason attributable to the First Promoter and not otherwise, the Purchaser/s shall be entitled to give a notice of 30 (thirty) days in writing to the First Promoter, to cure such default, failing which the Purchaser/s shall be entitled, at the option of the Purchaser/s, to either (a) call upon the First Promoter by giving a written notice by courier / e-mail / registered post A.D. at the address provided by the First Promoter, to pay interest at the Interest Rate on the amounts paid by the Purchaser/s towards Total Sales Consideration for the period



- 18.9 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 at Goa shall have an exclusive jurisdiction for this Agreement.

THE SCHEDULE I ABOVE REFERRED TO:

(Description of the said Land)

All that plot of land admeasuring 3,630 sq. mts., Plot C, forming a part of the property known as "KAJARYACHI GHATI", admeasuring 25,587 sq. mts., bearing Survey No. 365/1 situated at Village Mandrem, within the limits of Village Panchayat of Mandrem, Taluka and Registration of Sub-District of Pernem, District of North Goa, State of Goa; which property enrolled in the Revenue Records of Taluka of Pernem under Matriz No. 1395 and 1396

The said Land is bounded as under:

On or towards the North : By property bearing Survey No. 366;

On or towards the South : By existing 6.00 mtrs. road;

On or towards the East : By part of property bearing Survey No. 365/1 part;

On or towards the West : By part of property bearing Survey No. 365/18.

THE SCHEDULE II ABOVE REFERRED TO:

(Description of the said Villa)

All that residential premises/unit in a bare shell condition known as "Villa 2" (and identified as "House 2" on the sanctioned plan), admeasuring approximately 258 sq. mtrs. carpet area, comprising of a ground plus one floor structure having 3 bedrooms + den, staff quarters with semi covered area/ balcony/ verandah admeasuring about 35 sq. mtrs, terrace admeasuring about 30 sq. mtrs.; along with an exclusive right to use 1 (one) number of parking space, in the project known as 'Cariño Vaddo' to be constructed by the First Promoter on the portion of said Land more particularly detailed in **Schedule I** hereinabove;

TOGETHER WITH a proportionate undivided share right, title, interest in the said Land more particularly described in Schedule I.



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Only), hereinafter referred to as the "**Total Sales Consideration**", subject to the terms and conditions recorded in this Agreement.

7.2 Together with the sale of the said Villa to the Purchaser/s in accordance with the terms of this Agreement, the Promoters have agreed to grant to the Purchaser/s an exclusive right to use an area admeasuring about 366 sq. meters, which area is surrounding and appurtenant to the said Villa (hereinafter referred to as the "**said Exclusive Area**") and more particularly demarcated in purple colour on the plan annexed hereto as "**Annexure F**".

7.3 Together with the sale of the said Villa in accordance with the terms of this Agreement, the Promoters have agreed to grant to the Purchaser/s an exclusive right to use 1 (one) number of parking spaces (hereinafter referred to as "**said Parking Space/s**") as demarcated in the plan attached hereto as "**Annexure F**". The Purchaser/s agrees and confirms that the said Parking Space/s shall not be used for any purpose other than for parking motor vehicles.

7.4 The Parties agree that the exclusive right granted by the Promoters to the Purchaser/s to use (i) the said Exclusive Area; and (ii) said Parking Space/s, shall be irrevocable and permanent, which right shall vest with the Purchaser/s on execution of the Conveyance Deed for the said Villa as set forth in this Agreement. The Purchaser/s shall be entitled to the said Exclusive Area and the said Parking Space/s stipulated in this Agreement to the exclusion of all the other allottee(s) /purchaser(s) of the units/villas in the said Project.

7.5 Prior to the execution of this Agreement, the Purchaser/s has/have paid to the First Promoter, a sum of Rs.30,00,000/- (Rupees Thirty Lakhs Only) as booking amount ("**Booking Amount**") (the receipt whereof the First Promoter does hereby admit and acknowledge) in terms of the Allotment Letter dated 03/03/2023 ("**Allotment Letter**") issued by the First Promoter to the Purchaser with respect to the said Villa. The First Promoter shall adjust the Booking Amount as part-payment and first instalment towards the Total Sales Consideration. The Parties hereto expressly agree and confirm that on the execution of this Agreement, the provisions contained herein shall supersede the provisions of the said Allotment Letter, and that the terms of this



apb

the First Promoter. On breach by the Purchaser/s of this Clause, the First Promoter shall be entitled to serve a notice to the Purchaser/s to cure/rectify the breach within a period of 15 (fifteen) days, failing which the First Promoter shall be entitled to cancel/terminate the Allotment Letter and the allotment of the said Villa in favour of the Purchaser/s shall be treated as cancelled. In such event the First Promoter shall not be liable to refund or repay the Booking Amount collected from the Purchaser/s and shall be entitled to retain/forfeit the entire Booking Amount.

18.2 The Purchaser/s shall solely bear and pay the stamp duty and registration charges associated with this Agreement together with any incidental costs related thereto.

18.3 The original registered Agreement which bears the full stamp duty shall be handed over to the Purchaser/s and a certified true copy of thereof shall be retained by the First Promoter.

18.4 This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject any other agreements, Allotment Letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Villa. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

18.5 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

18.6 Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law



Abhi



KARIMZADEH ET AL.

ASMAWAS IN KOTBAR
R. 2. 1911