

AGREEMENT FOR CONSTRUCTION AND SALE

This Agreement for Construction and Sale is made and executed on this ____ day of _____, 2019.

BY AND BETWEEN

I. WAGLE’S, a partnership firm, registered under Indian Partnership Act, 1932 before the Registrar of Firms, Ilhas Panaji, Goa under No. 134/15, having its principal place of business at Soukhya, Plot No. 6, Vodlem Bhat, Taleigao, Tiswadi, Goa (PAN Card No. AACFW1996R), represented herein by its authorized Managing Partner, **MR. SAMMIT MADHAV WAGLE**, son of Dr. Madhav Vithal Wagle, aged 27 years, in business, having PAN No. ACBPW3265C and Aadhar Card No.805965352370, Indian National, residing at Soukhya, Plot No. 6, Vodlem Bhat, Taleigao, Tiswadi, Goa authorized vide Authority Letter dated 29/11/2018, hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) **of the FIRST PART.**

AND

II. Mr. / Ms. _____, son / daughter of _____, aged about _____, Indian National, residing at _____, (PAN _____) (Aadhar no. _____), hereinafter called the **“ALLOTEE/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) **of the SECOND PART.**

WHEREAS:

A. The Promoter is the absolute and lawful owner in possession of Plot admeasuring 1000 sq.mts. having independent Survey No. 202/1-E of larger property known as **“KIRLAWADO”** or **“GAVANTO”** situated at Morambi-O-Grande Village, within the limits of Village Panchayat of Chimbel, Taluka Tiswadi, Registration Sub District of Ilhas, District of North Goa, State of Goa, not registered in the Land Registration Office of Ilhas and having Matriz No. 69 of Taluka Revenue Office of Tiswadi vide Sale Deed dated 30/8/2018 registered under No. PNJ-BK1-02452-2018, CD No. PNJD67 on 30/08/2018 registered at the office of the Sub-Registrar of Ilhas at Panaji-Goa; hereafter referred to as the SAID LAND and more particularly described in **Schedule A.**

- B. The **SAID LAND** is earmarked for the purpose of building a residential and commercial project comprising of Shops on the Ground Floor, Apartments on the First Floor and Second Floor with covered Parking Spaces on the Stilt floor and the said Building project shall be known as “**URBAN ABODE BY WAGLE’S**” hereafter referred to as **SAID PROJECT**.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the **SAID LAND** on which **SAID PROJECT** is to be constructed have been completed;
- D. The Promoter has been granted the commencement certificate/following permissions/approvals/licenses to develop the **SAID PROJECT** as under:
1. The Town and Country Planning Department, Panaji, Goa has issued Zoning Certificate No. TIS/1/2/ZONING/MOG/1105/TCP/18/854 dated 03/08/2018 that the **SAID PROPERTY** falls under settlement zone.
 2. The **SAID LAND** has been fully converted for purpose of residential use under Rule & of Goa Daman and Diu Land Revenue (Conversion use of land and non agricultural assessment) Rule 1969 and the Office of the Collector, North Goa District, Panaji-Goa issued Sanad No. RB/CNVTIS/Ac-11/21/2018 dated 24/09/2018 for Survey No.202/1-E of Village Morambi-O-Grande.
 3. The Office of the Town Planner, Town and Country Planning Department, Patto, Panaji, Tiswadi-Goa has granted technical clearance for the proposed construction of residential and commercial building on the **SAID PROPERTY** vide Technical Clearance Order NO. TIS/9142/MOG/TCP/18/1264 dated 30/10/2018.
 4. Tree Office and Sub-Divisional Forest Officer, The Forest Department Mapusa-Goa has granted permission to fell the trees as per Form E NO. SDFOM/248/PJM/2018-19/707 dated 5/11/2018.
 5. The Directorate of Health Services, Primary Health Centre, Chimbél, Goa has granted NOC for proposed construction of residential and commercial building vide Letter NO. PHC/Chimbél/NOC-Const/2018-19/1158 dated 09/11/2018.
 6. The Village Panchayat of Chimbél, Tiswadi-Goa has granted License for construction of residential and commercial building on **SAID LAND** vide Construction License No. VP/CHIM/2018-19/Const-Lic/4/12/1400, dated 21/11/2018.

- E. The Promoter has obtained the final layout plan approvals for the **SAID PROJECT** from Town Planner, Town and Country Planning Department, Patto, Panaji, Tiswadi-Goa, Directorate of Health Services, Primary Health Centre, Chimbél, Goa and Village Panchayat of Chimbél, Tiswadi-Goa, the copies of which are collectively annexed hereto and marked as **Annexure A**. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- G. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the **SAID PROJECT** and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the **SAID PROJECT**.
- H. The Promoter has registered the **SAID PROJECT** under the provisions of the Act with the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made there under with the Real Estate Regulatory Authority at Goa on _____under registration no._____; authenticated copy of Registration Certificate is annexed at **Annexure B**.
- I. (i) The Allottee/s hereby agrees to purchase from the **PROMOTER** and the **PROMOTER** hereby agrees to sell to the **ALLOTTEE** Apartment/Shop No. _____ having carpet area of _____ sq. mtrs. on _____ floor and in addition _____ sq. mts. of exclusive carpet area of balcony, further exclusive terrace area admeasuring _____ sq. mts. of carpet area (total super built up area of the **SAID APARTMENT/SHOP** shall be _____ sq. mts.) along with covered parking no. _____ as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment/Shop” more particularly described in Schedule B and the floor plan of the Apartment/Shop is annexed hereto and marked in red coloured boundary line in Schedule C.
- (ii) **EXPLANATION** regarding super built up area- Super built up area shall include (a) carpet area (b) built up area (c) undivided common areas of lift, passages, stair case etc. The **PROMOTER** shall have rights to sell only those terrace spaces wherever attached to respective apartments to respective flat holders only.

- J. On demand from the Allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the **SAID PROJECT** on the **SAID LAND** and the plans, designs, and specifications prepared by the Promoter's Architect's Mr. Dattaprasad Wagle and of such other documents as are specified under the provisions of the said Act and Rules and Regulations made there under and the Allottee has acknowledged the receipt of the same and is satisfied about the title of the Promoter to the **SAID PROJECT** on the **SAID LAND** and also satisfied about the plans, designs, specifications and has agreed to the recitals set out above.
- K. The authenticated copies of the plans of the Layout as approved by the concerned competent authority have been annexed hereto at **Annexure C**.
- L. The authenticated copies of the plans of the Layout as proposed by the Promoter which is the same as approved plan and according to which the construction of the **SAID PROJECT** and open spaces are proposed to be provided for the **SAID PROJECT** have been annexed hereto at **Annexure C**.
- M. The authenticated copy of specifications, fixtures and fittings of the Said Apartment/ Shop has been detailed at **Annexure D**.
- N. The Promoter has got all the approvals from the concerned local authority to the plans, the specifications, elevations, sections of the **SAID PROJECT** and of the Building and shall obtain any other approvals from various authorities from time to time so as to obtain the Completion Certificate and Occupancy Certificate of the **SAID PROJECT**.
- O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- P. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the **SAID PROJECT**;
- Q. 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;
- R. 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/s hereby agrees to purchase the [Apartment/Shop] and the covered stilt parking bearing No._____.

- S. The Sub Registrar of Ilhas, Tiswadi-Goa has issued a Nil Encumbrance Certificate under Certificate No. 1145 of 2018 dated 10/8/2018.
- T. The Promoter's Advocate Mrs. Shubhalaxmi U. Pai Raikar has issued a Legal Scrutiny Report and Title Certificate of the **SAID LAND** which is annexed hereto at **Annexure E**.
- U. The Promoter has a clear, legal and marketable title to the **SAID LAND** and **SAID PROJECT** and is entitled to sell the said Apartment/ Shop.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the [Apartment/Shop] as specified in para-I.
- 1.2 The Total Price for the [Apartment/Shop] is Rs. _____ (Rupees _____ only) ("Total Price") which price includes the cost of construction of the said Apartment/Shop and also the cost of incidence of the land proportionate to the super built up area of the said Apartment/Shop.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the [Apartment/Shop];
- (ii) The Promoter shall periodically intimate to the Allottee/s the amount payable as stated in (i) above and the Allottee/s shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee/s hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect

along with the demand letter being issued to the Allottee/s which shall only be applicable on subsequent payments.

- 1.4 The total consideration above is exclusive of stamp duty registration charges, taxes consisting of tax paid or payable by the **PROMOTER** by way of infrastructure tax, GST, CGST, Cess or any other statutory taxes which may be levied, in connection with the construction of and carrying out the **SAID PROJECT** payable by the **PROMOTER** or sale of the said Apartment/Shop up to the date of handing over the possession of the Said Apartment/Shop.
- 1.5 The Allottee/s shall make the payment as per the Payment plan set out in **Schedule D** ("Payment Plan").
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand that from the Allottee/sas per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meters agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee/shall have the right to the [Apartment/Shop] as mentioned below:
 - (i) The Allottee/s shall have exclusive ownership of the [Apartment/Shop];
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the

Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottee/s as provided in the Act;

(iii) That the computation of the price of the [Apartment/Shop] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Shop] along with covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the **SAID LAND** and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal/Panchayat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee/s has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Shop] at the time of Application dated

_____ the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the [Apartment/Shop] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee/s delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan as mentioned in Schedule D through A/c Payee Cheque/ Demand Draft or online payment (as applicable) in favour of **WAGLE'S** payable at State Bank of India, A. B. Road, Panaji-Goa.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

31. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
32. The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third

party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee/s authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee.

The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Shop] to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate* or the completion certificate or both, as the case may be.

Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule III ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Allottee/s has seen the specifications of the [Apartment/Shop] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Village Panchayat of Chimbhel and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT/SHOP:**

- 7.1 Schedule for possession of the said [Apartment/Shop]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Shop] is the

essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Shop] on or before two and half years (2 ½ years – 30 months) from the date of issue of license for construction by local Panchayat, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the SAID PROJECT (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Shop], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee/s, Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession - The Promoter, upon obtaining the Occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Shop], to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Shop] to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 90 days of receiving the occupancy certificate of the **SAID PROJECT**.
- 7.3 Upon obtaining Occupancy Certificate the Promoter shall execute/get executed the Conveyance of the said Apartment/Shop along with undivided proportionate Share of land at the cost of the Allottee in the names of various Allottee/s as applicable at the market rate prevailing thereon and exclusively to be decided by the Promoter only in the event the Allottee is not interested in acquiring the said Apartment/Shop and upon receipt of such intimation from the Allottee, the Promoter shall be free to transfer the said Apartment/Shop to any other third Party subject to payment of Transfer charges as applicable at the rate of Rs. 3000/- sq. mtrs.

- 7.4 Failure of Allottee/s to take Possession of [Apartment/Shop]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee/s shall take possession of the [Apartment/Shop] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Shop] to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.2, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 7.5 Possession by the Allottee/s - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Shop] to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.
- 7.6 Cancellation by Allottee/s - The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee/s proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the promoter to the Allottee/s within 45 days of such cancellation.

7.7 **Compensation:**

The Promoter shall compensate the Allottee/s in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Shop] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Shop], with

interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoter shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Shop).

7.8 Society / Entity/Apex Body/Company/Association for Maintenance of “URBAN ABODE BY WAGLE’S”:

The Allottee along with other Allottee(s) of Apartment/Shop 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 Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye -laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye -laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. Within 30 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i. e. in proportion to the supper built up area of the Apartment) of out goings in respect of the project land and Building/namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.

7.9 The Allottee further agrees that till the Allottee/s share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 20/- per square meter per annum towards the outgoings (Maintenance Charges). The Allottee 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 shall be regarded as the default on the part of the Allottee and shall entitle the Builder/Owners to charge interest on the dues, in accordance with the terms and conditions contained herein, Maintenance charges include security guard salaries, Lift AMC, Gardener cost & common area cleaning, beyond these expenses in case of any Repair or replacement Sinking funds will be used. Until & after the exhaustion of this fund, RWA/ Society /Company/ Third party can charge for any repair, replacement, maintenance or any other purpose on actual basis or advance for the said purposes or any other purpose.

7.10. The Allottee shall on or before delivery of possession of the said Apartment/Shop keep deposited with the **PROMOTER**, the following amounts:

- (i) Rs.510/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) Rs.35,000/- for non-refundable deposit towards Water, Electricity and other utility and services connection charges.
- (iii) Rs.30,000/- for non refundable deposits towards installation of electrical receiving transformer, sub-station, electric meter, connection cable etc.
- (iv) Rs.200/- m2 as infrastructure Tax for Residential and Rs. 600/- m2 as infrastructure Tax for Commercial.
- (v) Rs. 15000/- per m2 as Corpus towards maintenance deposit.
- (vi) GST, Stamp Duty and Registration Charges. As per the prevailing notification and applicable rates.

7.11. In addition to the above the Allottee shall also pay to the **PROMOTER** a sum of Rs.20,000/- for meeting all legal costs, typing/printing cost and towards misc. expenses for preparation of present Agreement and also to complete formalities for execution, presentation, and registration of the present Agreement before the concerned sub-registrar, and towards charges and expenses, including professional costs of the legal practitioner of the **PROMOTER** in connection with formation of the said Society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations

and by-laws and the cost of preparing and engrossing the conveyance or Assignment of Sale.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee/s as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project;
- (iii) There are no encumbrances upon the said Land or the Said Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Shop];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, said Land and [Apartment/Shop] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, Building and [Apartment/Shop] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (vii) The Promoter 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 said Land, including the Project and the said [Apartment/Shop] which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Shop] to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Shop] to the Allottee/s and the common areas to the Association of the Allottee/s;

- (x) The Promoter has duly paid and shall continue to pay and discharge all 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 upto to the date of obtaining occupancy certificate;
- (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 LAND**) has been received by or served upon the Promoter in respect of the said Land and/or the Said Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Shop] to the Allottee/s within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee/s is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee/s stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee/s shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee/s does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Shop].

9.3 The Allottee/s shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee/s fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto in Schedule C, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest @18% per annum to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of default by Allottee/s under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee/s and refund the amount money paid to him by the Allottee/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of complete amount of the Price of the [Apartment/Shop] under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the [Apartment/Shop] together with proportionate indivisible share in the Common Areas within 6 (six) months from the issuance of the occupancy certificate*. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/s authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee/s upon the issuance of the completion certificate/occupancy certificate of the **SAID PROJECT**. The cost of such maintenance has been excluded in the Total Price of the [Apartment/Shop].

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the

agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the [Apartment/Shop] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee/s from time to time.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter / maintenance agency /association of Allottee/s shall have rights of unrestricted access of all Common Areas, covered parking's and parking spaces for providing necessary maintenance services and the Allottee/s agrees to permit the association of Allottee/s and/or maintenance agency to enter into the [Apartment/Shop] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "URBAN ABODE BY WAGLE'S" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/SHOP:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Shop] at his/her own cost, in good repair

and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Shop], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Shop] and keep the [Apartment/Shop], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the [Apartment/Shop] or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Shop]. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:**

The Allottee/s is entering into this Agreement for the allotment of a [Apartment/Shop] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee/s hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Shop], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Shop]/ at his/ her own cost.

18. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Shop/Building] 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/s who has taken or agreed to take such [Apartment/Shop/Building].

20. **BINDING EFFECT:**

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

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, Annexure 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/Shop/building, as the case may be.

22. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties, however shall be subject to signing and executing an Agreement of Rectification/Amendment and to be registered before the Sub-Registrar concerned and shall form a part and parcel of the present Agreement.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE/S:**

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

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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 there under 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 there under 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. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Shop] bears to the total carpet area of all the [Apartments/Shop] in the Project.

27. **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.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at (1) Soukhya, Plot No. 6, Vodlem Bhat, Taleigao, Tiswadi, Goa and (2) 1st Floor, Om Datta Building, Lane Opposite Hotel Nova Goa, A. B. Road, Panaji Goa.

29. **NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____Name of Allottee

_____ (Allottee Address)

WAGLE'S Promoter name

Soukhya, Plot No. 6,
Vodlem Bhat, Taleigao,
Tiswadi, Goa.

1st Floor, Om Datta Building,
Lane Opposite Hotel Nova Goa,
A. B. Road, Panaji Goa. (Promoter Address)

It shall be the duty of the Allottee/S and the promoter 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 promoter or the Allottee/S, as the case may be.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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/s.

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/State of Goa for the time being in force.

32. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

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

SCHEDULE 'A'
(DESCRIPTION OF THE SAID LAND)

All that Plot admeasuring 1000 sq.mts. having independent Survey No. 202/1-E of larger property known as “**KIRLAWADO**” or “**GAVANTO**” situated at Morambi-O-Grande Village, within the limits of Village Panchayat of Chimbél, Taluka Tiswadi, Registration Sub District of Ilhas, District of North Goa, State of Goa, not registered in the Land Registration Office of Ilhas and having Matríz No. 69 of Taluka Revenue Office of Tiswadi and bounded as under:

On the North : By Survey No. 202/1-D and 202/1-D1;

On the South : By Survey No. 202/2 and by public road;

On the East : By Survey No. 202/1-1D-1;

On the West : By Survey No. 202/1-F and public road.

SCHEDULE 'B'
(DESCRIPTION OF THE SAID APARTMENT/SHOP)

All that Apartment/Shop No. _____ having carpet area of _____ square mts, on _____ floor and in addition _____ sq. mts. of exclusive carpet area of balcony, further exclusive terrace area admeasuring _____ sq. mts. of carpet area (total super built up area of the SAID APARTMENT/SHOP shall be _____ sq. mts.) along with covered car parking no. _____ on SAID LAND more particularly described in Schedule A above and along with proportionate corresponding undivided share in land.

SCHEDULE-C:

APPROVED FLOOR PLAN OF THE APARTMENT/SHOP.

SCHEDULE-D

MODE OF PAYMENT:

On Booking & Signing	-	10%
On Completion of Plinth	-	10%
On Completion of Stilt Floor Slab	-	10%
On Completion of 1 st Floor Slab	-	10%
On Commencement of Masonry	-	10%
On Completion of 2 nd Floor Slab	-	10%
On Commencement of Internal Plaster	-	10%
On Commencement of External Plaster	-	10%
On Commencement of Tiling	-	05%
On Commencement of Internal Painting	-	05%
On Commencement of Wiring	-	05%
On Handing Over	-	05%
		<hr/>
<u>TOTAL</u>	-	100%
		<hr/>

ANNEXURE-A:

List of Approvals and Licenses.

ANNEXURE-B:

Project Registration Certificate under RERA.

ANNEXURE-C:

Approved layout plan.

ANNEXURE-D
(Specification of the Said Flat)

1. STRUCTURE:

The Structure shall be stilt plus two floors with RCC framed structure as per designs approved by the authorities.

2. WALLS:

The External Walls shall be of 20 cm Laterite or Concrete/ Clay blocks and partition walls shall be 10 cm thick in single brick type masonry in cement mortar.

3. FLOORING:

- a) Living Room, Dining Room, Kitchen, Bedrooms, Utility - Vitrified tiles of **NITCO/ SOMANY/ JOHNSON** or equivalent brand.
- b) Bathroom - Anti-skid matt tiles (**NITCO/ SOMANY/ JOHNSON** or equivalent brand).
- c) Wall tiling in Bathrooms - Tiles of **NITCO/ SOMANY/ JOHNSON** or equivalent brand.

4. FITTINGS:

- a) Sanitary Fittings - Jaquar, Somany, Cera or equivalent brand.
- b) Bath Fittings - Jaquar, ARK or equivalent brand.
- c) Electrical Fittings - Anchor, Legrand or equivalent brand.

5. PAINT:

Premium paints - Asian Paints or equivalent brand.

6. DOORS:

- a) Entrance Door - Teak wood frame and Teak wood panels.
- b) Internal Doors - Timber core flush doors.

7. WINDOWS:

Aluminium powder coated Sliding Windows.

Toilet window will be powder coated aluminium adjustable louvers with 4 mm frosted glass.

8. ELECTRICAL INSTALLATION:

3 phase electrical connection with premium quality concealed wiring and modular switches of Anchor, Legrand or equivalent.

The installation shall be in concealed wiring as follows:

i) Bedroom:

All bedrooms will have 2 light points, 1 fan point, 1 AC point and 2nos 5 AMP points.

ii) Living/ Dining:

4 light points, 2 fan points, 1 T.V. point, 2 nos 5 AMP points, 1 telephone point, 1 bell point.

iii) Kitchen:

2 light points, 2nos 15 AMP points, 2nos 5 AMP points, 5 AMP plug point for exhaust.

iv) Toilet:

1 light point, 1no. 15 AMP power point for geyser, 5 AMP plug point for exhaust.

9. WATER TANK:

A common underground sump with common electric pump and a common overhead tank will be provided.

10. Kitchen Platform of Black Granite will be provided and 2 feet width, with kitchen dado of 2 feet height including kitchen sink.

11. **AMENITIES:**

- i) 24 hours security.
- ii) Secured gated complex with a compound wall.
- iii) Internal Driveway.
- iv) Stilt car park.
- v) Elevator.
- vi) Generator power back up for lift and common areas.
- vii) CCTV Surveillance.

ANNEXURE-E:

Title Certificate.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED PROMOTER)

MR. SAMMIT MADHAV WAGLE-
Managing Partner - WAGLE’S

L.H.F.P.

R.H.F.P.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED ALLOTTEE) _____

L.H.F.P.

R.H.F.P.

WITNESSES:

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____