

MODEL FORM OF AGREEMENT FOR THE PROJECT "ROYAL VILLAS"

THIS AGREEMENT FOR SALE OF A VILLA is made at Vasco da Gama, Goa this _____ day, of the month of _____ in the year Two Thousand and _____ (20__)

BY AND BETWEEN

Shri. SHAIKH RIZWAN, Indian National [PAN Card No. _____],[Aadhaar Card No. _____] son of late Mr. Shaikh Nabi, aged 46, Married, resident of 118, Ranghavi Estate, Issorcim Village, Post Dabolim, Goa, hereinafter referred to as the **"PROMOTER"** (which expression unless repugnant to the context to the meaning thereof shall also mean and include his heirs, successors-in-interests, legal representative, administrators and assigns) to the **ONE PART;**

AND

(Name of the Villa Purchaser _____), Indian National, [PAN Card No _____], [Aadhar Card No _____], son/daughter/wife of _____, aged ____ years, [Occupation _____], residing at _____, hereinafter referred to as the **"VILLA ALLOTTEE"** (which expression unless repugnant to the context to the meaning thereof shall also mean and include his heirs, successors-in-interests, legal representative, administrators and assigns) of the **OTHER PART.**

WHEREAS, the **"PROMOTER"** is the owner in title and possession of the property admeasuring and area of 2400 sqm, situated at Chicolna, Chicolna Bogmalo Panchayat, South Goa, Surveyed under Survey No 29, Sub Division No 3 more particularly described in **SCHEDULE-I** hereunder written and hereinafter to as the **"PROJECT LAND"**.

AND WHEREAS:

- A. The aforesaid property now referred to as the **PROJECT LAND** was originally inscribed in the name of Mr. Luis Leopoldo Flores
- B. Upon the death of said Mr. Luis Leopoldo Flores and one of his two sons namely Mr. Carlos Ernesto de Melo Flores e Azaredo, Orphanological Inventory Proceeding was initiated and inter alia the **PROJECT LAND** was allotted unto and in favor of Maria Caroline Angela da Piedade Figueiredo de Melo, widow of Mr. Carlos Ernesto de Melo Flores e Azaredo.

- C. The aforesaid Mrs. Maria Caroline Angela da Piedade Figueiredo de Melo, vide Public Testament dated 05.06.1953 gave her entire share to Mr. Luis Leopolda Flores and Mr. Gil Henriques Andre Flores reserving usufruct in favor of her two then unmarried daughters namely Ms. Maria Francisca Conceicao Flores (since deceased) and Maria Delia Flores, till their marriage or death.
- D. The aforesaid Mrs. Maria Carolina Angela da Piedade Figueiredo de melo Flores expired and by virtue of Deed of Partition dated 17.07.1980 duly registered before the Sub Registrar of Murmugao under Serial No. 247 date 23.07.1980 the larger property was partitioned between Luis Leopolda Flores and Gil Henrique Andre Flores whereby inter alia the **PROJECT LAND** was allocated to unto Mr. Gil Henrique Andre Flores.
- E. The aforesaid Mr. Gil Henrique Andre Flores expired on 31.09.2009 at Canada, leaving behind his widow Mrs. Loretta Flora Sequeira alias Sequeira Loretta Flora Doreen Licia, Mrs. Michelle Denise Flores alias Michelle Denise Zuzarte married to Mr. Neville Zuzarte, Ms Karen June Flores, spinster and Mr. Carlos Julio Flores, bachelor confirmed vide Deed of Succession dated 23.07.2010, drawn before the Ex-Officio Notary Of Salcete at Margao, Goa and recorded at Folio 292 to 302 of Book No. 1553.
- F. The said Mr. Neville Zuzarte, Mrs. Michelle Denise Flores alias Michelle Denis Zuzarte relinquished their rights in the **PROJECT LAND** in favor of other heirs vide Deed of Relinquishment of Rights dated 09.12.2011, drawn at Judicial Division at Salcete.
- G. Other legal heirs being Mrs. Loretta Flora Sequeira alias Sequeira Loretta Flora Doreen Lucia alias Loretta Flores, Ms. Karen June Flores, spinster and Mr. Carlos Julio Flores bachelor sold the **PROJECT LAND** vide Deed of Sale dated 09.01.2015 duly registered before the Sub Registrar of Murmugao under Book-1 Document Registration No. MOR-BK1-00060-2015 CD Number dated 14.01.2015 unto Mr. Shaikh Rizwan.
- H. The aforesaid two unmarried daughters namely Ms. Maria Francisca Conceicao Flores and Maria Delia Flores in whose favor usufruct was reserved, Ms. Maria Francisca Conceicao Flores expired and said Maria Delia Flores ratified the Deed of Sale dated 09.01.2015 vide Deed of Ratification dated 18.09.2017

duly registered before the Sub Registrar of Murmugao under Book-I
Document Registration No. MOR-BK1-01633-2017CD Number MOR24 dated
05.10.2017.

- I. The **PROMOTER** has caused Mutation and accordingly the **PROMOTER'S** name is seen recorded in Form 1 & XIV of the **PROJECT LAND** under 'NAME OF OCCUPANT'.
- J. The **PROMOTER** has accordingly prepared a development scheme in the form of Row Villas consisting of two, three and four bedroom row villas with parking facility named "**ROYAL VILLAS**". The **PROMOTER** has received the necessary statutory approvals for the said development scheme from the concerned authorities namely Murmugao Planning and Development Authority vide order No. MPDA/10-S-34/2018-19/25 dated 04.04.2018 and Village Panchayat Construction License Ref. No. VP/CB/ Const Licence/ 3/2018-2019/142 dated 9-5-2018 herein after referred to as the "**SAID PROJECT**"). The present approvals granted to the **SAID PROJECT** are proposed to be revised by the **PROMOTER**.
- K. The **PROMOTER** is in possession of the **PROJECT LAND** and the **PROMOTER** is entitled and authorized to construct and complete the said project in accordance with the recitals herein above.
- L. The **PROMOTER** has duly registered the **SAID PROJECT** with the Goa Real Estate Authority under Registration No _____ under the provisions of the Real Estates (regulations and development) Act 2016 and Rules framed thereunder by the concerned government authorities.
- M. The **VILLA ALLOTTEE** has agreed to purchase from the **PROMOTER** one of the **VILLA** of the said project identified as Villa No _____ to be constructed with the building specifications given in "**Schedule IV**", hereunder written, having a carpet area (as defined under RERA) of _____ square meters as per the floor plan of the Villa annexed hereto as "**Annexure-A**" the villa more particularly described in "**SCHEDULE II**" hereunder written and hereinafter called the "**SAID VILLA**" and the **PROMOTER** has agreed to sell the "**SAID VILLA**" to the **VILLA ALLOTTEE**, along with the corresponding proportionate undivided share of land appurtenant to the SAID VILLA, at or for a basic price of Rs _____/- (Rupees _____ only) including all

government taxes /fees/charges (consisting of tax paid or payable by the **PROMOTER** by way of Infrastructure Tax , GST, Cess or any other taxes/fees/charges which may be levied by any government authority, in connection with the construction of and carrying out the said project, payable by the **PROMOTER** up to the date of handing over the possession of the **SAID VILLA** the **VILLA ALLOTTEE** under the terms hereof):

- N. The **PROMOTER** has appointed design consultants for the **SAID PROJECT** specifically, i.e. a Consulting Architect registered with the Council of Architects for the preparation of architectural drawings, namely Mr Kundan Prabhu, and the Consulting Structural Engineer registered with the Institution of Engineers (India) namely Mr Abhay Kunkoleinkar, for the preparation of the structural designs and drawings of the project and the service will include periodic supervision of work till the completion of the **PROJECT** and issuing of "work completed satisfactorily" at every cardinal stage of work as set out in Schedule-III herein under written. In case the present design consultant are changed for any reason whatsoever, then the **PROMOTER** shall bring to the notice of the **VILLA ALLOTTEE**, for information purpose only.
- O. The **PROMOTER** has given inspection to the **VILLA ALLOTTEE** of all documents of Title relating to the **PROJECT LAND** and the statutory approvals, clearances, license granted by the concerned statutory authorities to the **SAID PROJECT**, the project specifications decided by the design consultants and the **PROMOTER**, the registration certificate under Goa-RERA and of any other related documents and the **VILLA ALLOTTEE** hereby acknowledges being satisfied with the same. Along with this agreement the **PROMOTER** shall handover one set of copies of all such related documents to the **VILLA ALLOTTEE**.
- P. Prior to the execution of this Agreement, the **VILLA ALLOTTEE** has paid to the **PROMOTER** a sum of Rs _____ , being advance payment, which the **PROMOTER** hereby acknowledges having received, to be adjusted against the cost of the **SAID VILLA**.
- Q. The parties hereto, relying upon the confirmations, representations and assurances of each other to faithfully above by all the terms, conditions and stipulations continued in this Agreement and all applicable laws, and in accordance with the provisions of RERA Act 2016, have now decided to enter into, execute and register this Agreement on the terms and conditions appearing hereinafter.

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

1. The **PROMOTER** shall under normal conditions and circumstances, construct the **SAID PROJECT** in all respects in accordance with the approvals and revisions thereto, granted by the statutory authorities from time to time, wherever applicable. Provided however that the **PROMOTER** shall obtain the consent of the **VILLA ALLOTEE** in case of any promised revisions, variations or modifications after the date of execution of this Agreement which may adversely affect the **SAID VILLA**, except in case of any changes required by government authorities or due to change in law.

2. i. The **VILLA ALOTEE** hereby agrees to purchase from the **PROMOTER** and the **PROMOTER** hereby agrees to sell to the **VILLA ALOTEE** the **SAID VILLA** for example **VILLA NO _____** to be constructed with the building specifications given in "**SCHEDULE IV**" herein under written having a carpet area (as defined under RERA) of _____ sq meters, as per the floor plan of the VILLA annexed hereto as "**ANNEXURE A**". The Villa more particularly described in "**SCHEDULE II**" hereunder written. The **SAID VILLA** shall also have an exclusive carpet area of _____ sqmts balconies of _____ sqmts as shown in the floor plan (**ANNEXURE A**) for a basic price of (Rs _____ only) which includes the proportionate incidents of common area comprising of common staircase, lobby, landing. Including all external walls only but excludes all Government taxes/fees/charges and other additional amounts as set out include Clause 4 below.

3. The **VILLA ALLOTEE** shall pay the above mentioned basic price of the **SAID VILLA** as per Clause 2.i above to the **PROMOTER** in the manner set out in "**SCHEDULE III**" hereunder written, hereinafter called the "**AGREED SCHEDULE OF PAYMENT**", along with all government taxes as may be applicable, at prevailing rates. As on the date hereof, the **ALLOTEE** has paid to the **PROMOTER** a sum of Rs _____/- (_____ only) towards the basic price of the said flat, which the **PROMOTER** hereby acknowledges and admits having received leaving a balance amount of Rs _____/- (_____ only) to be paid by the **VILLA ALLOTEE** to the **PROMOTER** towards the basic price of the **SAID VILLA** along with all government taxes as may be applicable at prevailing rates as set out in **CLAUSE IV** below.

4. Upon completion of every stage of work and consequent stage payment failing due to the **PROMOTER** in terms of **SCHEDULE 3** hereunder written and /or up on any other amount under this Agreement failing due to the **PROMOTER** in terms of Clause (5) below, the **PROMOTER shall issue a "DEMAND NOTICE"** for payment (which shall include all taxes payable with the stage payment) in writing to the **VILLA ALLOTEE** who shall be liable to pay such demanded amount within 10 days from the date of such **"DEMAND NOTICE"**. In other words the due date of payment shall be the 10th day from the date such **"DEMAND NOTICE"** without prejudice to any other rights to the **PROMOTER**, any amount failing due to the **PROMOTER** the remaining unpaid beyond a grace period of 10 days after the due date shall be automatically attract an interest as provided under RERA from the date the payment overdue (20 days) from date of **"DEMAND NOTICE"** till the date of realization of payment and the **VILLA ALLOTEE** agrees to pay such interest on demand from the **PROMOTER**.
5. The basic price of the **SAID VILLA** as stated in clause 2(i) above excludes all applicable Government taxes, fees, charges, deposits, levies and other additional amounts paid or payable by the **PROMOTER** by way of Infrastructure Tax, GST, Cess or any other taxes/fees/charges which may levied by any other government authority in connection with the construction of the carrying out the **SAID PROJECT** already paid and/ or payable by the promoter up to the date of handing over the possession of the **SAID VILLA** to the **VILLA ALLOTEE** under the terms hereof and also other deposits/amounts such as proportionate share of deposits and charges for obtaining water and electricity connections from the concerned authorities, proportionate cost towards transformer center and electricity meter, stamp duty, registration fees, legal fees/cost and incidental expenses thereto proportionate contribution for meeting formal expenses after completion of project, society /association application formation expenses and fees/or any other government taxes, charges, levies that maybe introduced hereafter. All these additional amounts shall be paid by the **ALLOTEE** to the **PROMOTER**, as and when so demanded by the **PROMOTER** in writing over and above the consideration mentioned in Clause 2(i) and Clause 2(ii).
6. The total consideration for the **SAID VILLA** mentioned in Clause 2(i) and Clause 2(ii) above is escalation-free, save and except escalation/increases due to increase on account of development charges/taxes payable to the

competent authority local bodies/government from time to time. The **PROMOTER** undertakes and agrees that while raising a demand on the **VILLA ALLOTEE** for increase in development charges, cost, or levies imposed by the competent authorities etc, the **PROMOTER** shall enclose the said notification /order /rule /regulations published / issue in that behalf to that effect along with the demand letter being issued to the **VILLA ALLOTEE**.

7. The **PROMOTER** may allow, in his sole discretion, rebate for early payments of equal installments payable by the **VILLA ALLOTEE** on such terms and conditions as the parties mutually agree. The provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to a **VILLA ALLOTEE** by the **PROMOTER**.
8. The **VILLA ALLOTEE** hereby 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 **VILLA ALLOTEE** undertakes not to object demand direct the **PROMOTER** to adjust his/her payment in any particular manner.
9. Timely compliance of their respective obligations under this Agreement is essence for the **PROMOTER** as well as the **VILLA ALLOTEE**. the **PROMOTER** shall abide by the time schedule for completing the **SAID VILLA** and handing over the same to the **VILLA ALLOTEE** after receiving the Occupancy Certificate or the Completion Certificate or both and the case maybe, subject to all the **VILLA ALLOTEES** having paid all the consideration and other sums dues and payables to the **PROMOTER** as per this Agreement signed with the **VILLA ALLOTEE** and other agreements signed with other villa allottees of other villas in the **SAID PROJECT**. Similarly the **VILLA ALLOTEE** shall make timely payments of the instalments and other dues payable by him or her to the **PROMOTER** under the terms hereof and meeting all the other obligations under this Agreement.
10. If the **PROMOTER** fails to abide by the time schedule for completing the said villa and handing over the said villa to the **VILLA ALLOTEE** the **PROMOTER** agrees to pay to the **VILLA ALLOTEE**, who does not intent to

withdraw from the said project, interest as specified in the RERA Act 2016 the rules made thereunder, on all the amounts paid by the **VILLA ALLOTEE** for every month of delay, till the handing over of the possession of the **SAID VILLA**. Likewise, the **VILLA ALLOTEE** agrees to pay to the **PROMOTER**, interest as specified in the said RERA Act 2016 and rules made thereunder, on all the delayed payments which have fallen overdue from the **VILLA ALLOTEE** to the **PROMOTER** under the terms of this Agreement from the date the said amount falls overdue by the **VILLA ALLOTEE** to the **PROMOTER**.

11. Timely payment by the **VILLA ALLOTEE** to the **PROMOTER** is the essence of this Agreement. The **VILLA ALLOTEE** shall be deemed to have committed a default hereof when payment due to the **PROMOTER** is not made by the due date, explained in Clause (4) above. In case of such default and without prejudice to the right of the **PROMOTER** to charge interest in the terms of Clause (10), the **PROMOTER** shall be entitled to terminate this Agreement after giving the **VILLA ALLOTEE** notice period of 30 days in giving him an opportunity to remedy the default within the said notice period and up on the **VILLA ALLOTEE'S** fail to do so, this Agreement shall automatically stand cancelled unless reinstated in writing by the **PROMOTER** by cancelling/withdrawing the termination notice. Once this Agreement is so terminated by the **PROMOTER**, the **PROMOTER** shall be obliged to refund to the **VILLA ALLOTEE**, within a period of 60 days thereafter, under a "Deed of Cancellation Of Agreement", only the amount till then paid by the **VILLA ALLOTEE** to the **PROMOTER** towards the basic price of the said **VILLA**, (forfeiting any other amounts paid towards government taxes/fees/charges), without interest, after deducting there from an amount of Rs1,00,000/- (Rupees One Lac Only) towards liquidated damages. **PROVIDED HOWEVER THAT**, in case the **VILLA ALLOTEE** has taken a loan to finance the purchase of the **SAID VILLA** from any Bank/Financial Institution, in whose favor the **PROMOTER** has, at the request of the **VILLA ALLOTEE**, allowed such Bank/Financial Institution to create mortgage over/in respect of the **SAID VILLA**, than the full refund by the **PROMOTER** shall compulsorily be made in favor of the said Bank/Financial Institution, on the account of the **VILLA ALLOTEE**, in exchange for release of the mortgage over the **SAID VILLA** by the said Bank/Financial Institution. The receipt for such refund from such Bank/Financial Institution shall fully discharge the **PROMOTER** from any obligations towards the **VILLA ALLOTEE** in respect of refund due to him up on termination of this agreement under this provisions and it shall be

the responsibility of the **VILLA ALLOTTEE** to settle his own accounts such Bank/Financial Institution.

12. The **PROMOTER** shall, under normal conditions and circumstances, complete the construction of the **SAID VILLA** by (hereinafter called the "completion date"), on the condition that the **VILLA ALLOTTEE** strictly makes timely payment of the various amounts falling due to the **PROMOTER** under this Agreement, and observes all other terms and conditions as provided in this Agreement. Without prejudice to any other rights of the **PROMOTER** under the terms hereof, in the event of delay beyond 15 days after the due date, in payment by the **VILLA ALLOTTEE** of any amount due and payable to the **PROMOTER**, the completion date of the **SAID FLAT** shall stand cancelled and fresh completion date shall be intimated to the **VILLA ALLOTTEE**. The completion date mentioned herein means the completion of work by the **PROMOTER** along with obtaining the post-construction clearances of the concerned statutory authorities. Provided however that since the process of obtaining such clearances within a given time frame is not within the ordinary control of the **PROMOTER**, in the event of any delay on the part of any statutory authority, clearly not attributable to the **PROMOTER**, then the **PROMOTER** shall be allowed extension of time as may be required. Provided further that the **PROMOTER** shall further be entitled to reasonable extension of time for completing the construction of the **SAID VILLA**, if the completion is delayed on account of war, civil commotion or act of God; any notice, order, rule, notification of the Government and/or other public or competent authority/court and any other force-majeure event beyond the ordinary control of the **PROMOTER**.

13. If for any reasons other than those covered by the provisions of Clause (12) above, the **PROMOTER** fails or is unable to complete and give possession of the **SAID VILLA** to the **VILLA ALLOTTEE** by the agreed completion date or such extended date, as the case may be, then the **VILLA ALLOTTEE** shall be entitled to terminate this Agreement by serving a notice of termination in writing upon the **PROMOTER** and giving the **PROMOTER** a period of 30 days to complete the **SAID VILLA** and hand over the same to the satisfaction of the **VILLA ALLOTTEE**, failing which this Agreement would stand terminated by the **ALLOTTEE** by such notice. Upon this Agreement being so terminated by the **ALLOTTEE**, the **PROMOTER** shall, with the execution of a "Deed of Cancellation of Agreement" and within a period of 60 days from such termination, refund to the **ALLOTTEE**, the amount till then received from the **VILLA ALLOTTEE**

towards the basic price of the **SAID VILLA**, along with interest as provided under RERA Act 2016 and Rules made thereunder, after which the **PROMOTER** shall be free to allot the **SAID VILLA** herein to any other purchaser of his choice and on any terms and conditions deemed fit by the **PROMOTER**.

14. The **PROMOTER** shall not allow any changes at the request of the **VILLA ALLOTTEE** which, in the opinion of the **PROMOTER**, affect and/or alter the external elevation of the building/s. Further no changes shall be allowed in the locations of kitchen and toilets in the **SAID VILLA**. However the **PROMOTER** may allow the **VILLA ALLOTTEE** to make certain changes to the internal building specifications of the **SAID VILLA** and difference in cost, if any, is to be borne by the **VILLA ALLOTTEE**, as per quotation to be given by the **PROMOTER**.

15. Until such time the **SAID VILLA** is completed and handed over by the **PROMOTER** to the **VILLA ALLOTTEE** under this Agreement, no other Agency/Contractor shall be permitted to carry out any work in the **SAID VILLA** on behalf of the **VILLA ALLOTTEE**. It is clarified that the **VILLA ALLOTTEE** cannot carry out any false ceiling work, interior carpentry and other such finishing works (outside the scope of work of the **PROMOTER** under this Agreement), before the **SAID VILLA** is completed and handed over to him/her under the terms hereof.

16. The **PROMOTER** shall have the first lien and charge on the right, title and interest of the **VILLA ALLOTTEE** in the **SAID VILLA** hereby agreed to be purchased by the **VILLA ALLOTTEE** for all the monies that the **VILLA ALLOTTEE** is liable to pay to the **PROMOTER** under these presents. The **VILLA ALLOTTEE** cannot let, sublet, transfer, assign or part with his interest or benefits under this Agreement to any other purchaser, before the **SAID VILLA** is completed and handed over. In the event the **VILLA ALLOTTEE** desires to surrender his rights under this Agreement and assign the same to another purchaser, subject to the new purchaser being acceptable to the **PROMOTER**, then the **VILLA ALLOTTEE** shall pay the **PROMOTER** a flat transfer fee of Rs 2,00,000/- (Rupees Two Lacs Only).

17. Upon completion of the **SAID VILLA** by the **PROMOTER** in accordance with the terms of this Agreement, the **PROMOTER** shall intimate the **VILLA ALLOTTEE** about the completion of the **SAID VILLA** and advise the **VILLA**

ALLOTTEE about the final dues and other amounts, to be paid to take possession of the **SAID VILLA**. The **PROMOTER** shall also separately advise the **VILLA ALLOTTEE** about all the amounts payable in terms of Clause (3) above, including the proportionate amount of stamp duty, registration fee, legal expenses and incidental expenses, which would be required to meet the conveyance expenses for execution of deed of sale or conveyance deed, and upon receipt of all amounts so claimed from the **VILLA ALLOTTEE**, the **PROMOTER** shall hand over the possession of the **SAID VILLA** to the **VILLA ALLOTTEE** by executing a "Deed of Handing Over Possession of a Villa" with the **VILLA ALLOTTEE**.

18. The **VILLA ALLOTTEE** along with other allottees in the **SAID PROJECT** shall join in forming and registering a society or association to be known by such name as the **PROMOTER** may decide and for this purpose sign and execute the application for registration and/or membership and all other papers and documents necessary for the formation and registration of the society or association and for becoming a member, including the bye-laws of the proposed society or association and duly fill in, sign and return to the **PROMOTER** within seven days of the same being forwarded by the **PROMOTER** to the **VILLA ALLOTTEE**, so as to enable the **PROMOTER** to register the society or association. No objection shall be taken by the **VILLA ALLOTTEE** if any changes or modifications are made in the bye-laws, as may be required by any competent authority, as the case may be.
19. Within 15 days after notice in writing is given by the **PROMOTER** to the **VILLA ALLOTTEE** that the **SAID VILLA** is ready for use and occupancy, the **VILLA ALLOTTEE** shall be liable to bear and pay the proportionate share of outgoings in respect of the **SAID PROJECT**, namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, electricity & water charges, insurance, common lights, repairs and salaries of security guard/s, sweepers and all other expenses necessary and incidental to the management and maintenance of the **SAID PROJECT**. Until the society or association of allottees is formed and the maintenance of the **SAID PROJECT** is transferred to it, the **VILLA ALLOTTEE** shall pay to the **PROMOTER** such proportionate share of outgoings as may be determined. The **VILLA ALLOTTEE** further agrees that the **VILLA ALLOTTEE** shall pay to the **PROMOTER** monthly/yearly contribution as demanded by the **PROMOTER**. The **VILLA ALLOTTEE** undertakes to pay such contribution and such proportionate share of

outgoings regularly 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 **VILLA ALLOTTEE** shall be regarded as the default on the part of the **VILLA ALLOTTEE** and shall entitle the **PROMOTER** to charge interest on the dues, in accordance with the terms and conditions contained herein.

20. The **VILLA ALLOTTEE** shall make all the necessary payments due to the **PROMOTER** and take possession of the **SAID VILLA** within 15 days of the written notice from the **PROMOTER** to the **VILLA ALLOTTEE** intimating that the **SAID VILLA** is ready for use and occupancy.

21. If within a period of five years from the date of handing over the **SAID VILLA** to the **VILLA ALLOTTEE**, the **VILLA ALLOTTEE** brings to the notice of the **PROMOTER** any structural defect in the **SAID VILLA** or the building in which the **SAID VILLA** is situated or any defects on account of workmanship, quality or provision of service, not arising out of normal wear and tear and/or misuse by the **VILLA ALLOTTEE**, then, wherever possible such defects shall be rectified by the **PROMOTER** at his own cost and in case it is not possible to rectify such defects, then the **VILLA ALLOTTEE** shall be entitled to receive from the **PROMOTER**, compensation for such defect in the manner as may be provided under the RERA Act 2016 and Rules made thereunder. In case the **VILLA ALLOTTEE** carries out any work within the **SAID VILLA** after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining **SAID VILLA**, then in such an event the **PROMOTER** shall not be liable to rectify or pay compensation. But the **PROMOTER** may offer services to rectify such defects with actual charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work. Further clarified that the **PROMOTER** is not extending any warranty on its own behalf, for any material, fittings, machinery and/or any other items used in the construction of the **SAID VILLA** which are purchased from various third party manufacturers/suppliers and/or in the **SAID PROJECT** in general. However, wherever warranty/guarantee is made available from the concerned manufacturers/suppliers to the **PROMOTER** in respect of any such items, the same will be extended, wherever possible, to the **VILLA ALLOTTEE** as per the terms, including period of warranty/guarantee of such manufacturers/suppliers, which may be less or more than five years, as the case may be. The **PROMOTER** also clarifies that in such cases, it shall be the responsibility of the **VILLA ALLOTTEE** to redress their

grievances/claims under warranty/guarantee, with such third party manufacturers/suppliers, without any liability and/or responsibility falling upon the **PROMOTER**.

22. The **VILLA ALLOTTEE** shall use the **SAID VILLA** or any part thereof or permit the same to be used only for purpose of residence only. The **VILLA ALLOTTEE** shall use the parking space allotted only for purpose of keeping or parking his/her vehicle.

23. Until such time the **SAID VILLA** is completed and handed over by the **PROMOTER** to the **VILLA ALLOTTEE** under this Agreement, no other Agency/Contractor shall be permitted to carry out any work in the **SAID VILLA** on behalf of the **VILLA ALLOTTEE**. It is clarified that the **VILLA ALLOTTEE** cannot carry out any interior finishing works beyond the scope of work of the **PROMOTER**, before the **SAID VILLA** is completed and handed over to him under the terms hereof.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The **PROMOTER** hereby represents and warrants to the **VILLA ALLOTTEE** as follows:-

i. The **PROMOTER** has clear and marketable title with respect to the **PROJECT LAND** and has the requisite rights to carry out development upon the **PROJECT LAND** and also has actual, physical and legal possession of the **PROJECT LAND** for the implementation of the Project;

ii. The **PROMOTER** has lawful rights and requisite approvals from the competent Authorities to carry out 'development of the **SAID PROJECT** and shall obtain requisite approvals from time to time to complete the development of the **SAID PROJECT**;

iii. There are no encumbrances upon the **PROJECT LAND** or the **SAID PROJECT** except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the **PROJECT LAND** or **SAID PROJECT** except those disclosed in the title report;

v.All approvals, licenses and permits issued by the competent authorities with respect to the **SAID PROJECT** and the **PROJECT LAND** 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 **SAID PROJECT** and the **PROJECT LAND** shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the **SAID PROJECT** and the **PROJECT LAND**;

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 **VILLA ALLOTTEE** 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 **PROJECT LAND**, including the **SAID PROJECT** and the **SAID VILLA** which will, in any manner, affect the rights of the **VILLA ALLOTTEE** under this Agreement;

viii.The **PROMOTER** confirms that the **PROMOTER** is not restricted in any manner whatsoever from allotting the **SAID VILLA** to the **VILLA ALLOTTEE** in the manner contemplated in this Agreement;

xi.At the time of execution of the conveyance deed of the **PROJECT LAND** to the society or association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the **SAID PROJECT** to the society or association of allottees;

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

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 **PROJECT LAND**) has been received or served upon the **PROMOTER** in respect of the **SAID PROJECT** and the **PROJECT LAND** except those disclosed in the title report.

25. The **VILLA ALLOTTEE** or himself/themselves with intention to bring all persons into whosoever hands the **SAID VILLA** may come, hereby covenants with the **PROMOTER** as follows:-

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

ii.Not to store in the **SAID VILLA** any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the **SAID VILLA** is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the **SAID VILLA** is situated, including entrances of the building in which the **SAID VILLA** is situated and in case any damage is caused to the building in which the **SAID VILLA** is situated or the **SAID VILLA** on account of negligence or default of the **SAID VILLA** in this behalf, the **VILLA ALLOTTEE** shall be liable for the consequences of the breach.

iii.To carry out at his own cost all internal repairs to the **SAID VILLA** and maintain the **SAID VILLA** in the same condition, state and order in which it was delivered by the **PROMOTER** to the **VILLA ALLOTTEE** and shall not do or suffer to be done anything in or to the building in which the **SAID VILLA** is situated or the **SAID VILLA** which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the **VILLA ALLOTTEE** committing any act in contravention of the above provision, the **VILLA ALLOTTEE** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the **SAID VILLA** or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the **SAID VILLA** or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the **SAID VILLA** is situated and shall keep the portion, sewers, drains and pipes in the **SAID VILLA** and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the **SAID VILLA** is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the **SAID VILLA** and/or the building in general, without the prior written permission of the **PROMOTER** and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the **PROJECT LAND** and the building in which the **SAID VILLA** is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said villa in the compound or any portion of the project land and the building in which the **SAID VILLA** is situated.

vii. Pay to the **PROMOTER** on demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the **SAID VILLA** is situated.

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

ix. The **VILLA ALLOTTEE** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the

SAID VILLA until all the dues payable by the **VILLA ALLOTTEE** to the **PROMOTER** under this Agreement are fully paid up.

x. The **VILLA ALLOTTEE** shall observe and perform all the rules and regulations which the society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **VILLA ALLOTTEE** shall also observe and perform all the stipulations and conditions as laid down by the Society regarding the occupancy and use of the **SAID VILLA** and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

26. The **PROMOTER** shall maintain a separate account in respect of sums received by the **PROMOTER** from the **VILLA ALLOTTEE** as advance or deposit, sums received on account of the share capital for the promotion of the society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

28. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the **SAID VILLA** 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 **VILLA ALLOTTEE** who has taken or agreed to take such **SAID VILLA**.

29.BINDING EFFECT

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

30.ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

31.RIGHT TO AMEND

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

32.PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

33.SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the **VILLA ALLOTTEE** has to make any payment, in common with other **VILLA ALLOTTEE** in the Project, the same shall be in proportion to the carpet area of the [Villa/Plot] to the total carpet area of all the [Villa/Plots] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

35.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 maybe 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.

36.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

and after the Agreement is duly executed by the **VILLA ALLOTTEE** and the **PROMOTER** or simultaneously with the execution, the said Agreement shall be registered at the Office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

37. The **VILLA ALLOTTEE** and/or **PROMOTER** shall present this Agreement at the proper registration office of registration within time limit prescribed the Registration Act the **PROMOTER** will attend such office and admit execution thereof.

38. That all notices to be served on the **VILLA ALLOTTEE** and the **PROMOTER** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **VILLA ALLOTTEE** or the **PROMOTER** by hand delivery or Registered Post/Certificate of Posting and/or notified Email ID/Under Certificate of Posting at their respective addresses specified below:—

PROMOTER:

Shaikh Rizwan,
House No 118,
Ranghavi Estate,
Issorcim Village,
Post Dabolim, Goa 403806
Notified Email ID: royalvillas4444@gmail.com

VILLA ALLOTTEE.

Name of Allottee
(Allottee's Address)
Notified Email ID:

It shall be the duty of the **VILLA ALLOTTEE** and the **PROMOTER** to inform each other of any change in address subsequent to the execution of this Agreement in the above address failing which all communications and letters posted at the above address shall be deemed to have been received by the **PROMOTER** or the **VILLA ALLOTTEE**, as the case may be.

39. JOINT ALLOTTEES

That in case there are Joint Villa Allottees, all communications sent by the **PROMOTER** to the **VILLA ALLOTTEE** whose name appears first in this Agreement and at the address given by him/her, shall for all intents and purposes mean be considered as properly served on all both Villa Allottees.

40. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and for all further documentation in respect of the **SAID VILLA**, shall be borne by the **VILLA ALLOTTEE** alone.

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

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Vasco da Gama, Goa, in the presence of attesting witness, signing as such on the day, month and year first above written.

SCHEDULE -I

DESCRIPTION OF THE "SAID PROJECT LAND"

ALL THAT PLOT of land known as "GORACHEM CANTEM" or "GORAVANCHEM MANDA" admeasuring an area of 2400 square meters situate at Village Chicolna, Taluka Murmugoa, District of South Goa, State of Goa described in the Land Registration Office Of Salcete under No 4604 and Inscribed under Inscription No 8274 enrolled in the Revenue Office under Matriz No 14, presently surveyed under Survey No 29, Sub division 3, of the village Chicolna. The said property is bounded as under;

On the North : By the property Goranchem Manda of Caitano Piedade Colaco
and Zambeachixira or Dionielo Antonio Ribeiro

On the South : By the Drain

On the East : By the property Gorachi Manda of Caetano Piedade Colaco and
property Mazavelim of Nagu Xete Lotleca

On the West : By Drain

SCHEDULE –II

DESCRIPTION OF THE "SAID VILLA"

All that Villa identified as Villa No. _____, in the project "**ROYAL VILLAS**", to be constructed with the building specifications given in "SCHEDULE-IV" hereunder written, having a carpet area (as defined under RERA) of _____ sq.mtrs," hereunder written as per the approved floor plan annexed hereto as "ANNEXURE-A" and bounded as follows:

On the East :

On the West :

On the North :

On the South :

SCHEDULE-III

AGREED SCHEDULE OF PAYMENT

[For basic price of the Said Villa]

Stage	Particulars of Stage Payment	%	Amount (Rs)
1	Signing of this Agreement	10%	
2	Completion of plinth of the villa	25%	
3	Casting of the first floor slab of the villa	25%	
4	Casting of roof slab of the villa	10%	

5	Completion of external masonry of the villa	10%	
6	Completion of internal masonry of the villa	10%	
7	Completion of internal and external plaster of	5%	
8	Completion of the villa in all respects	5%	
	TOTAL		
	All taxes, as applicable, shall be charged extra at prevailing rates.		

SCHEDULE IV

ORIGINAL BUILDING SPECIFICATIONS OF THE SAID VILLA

Important Note: The exact make, model, brand, type of the various materials and fittings, mentioned in these specifications shall be chosen and/or selected by the **PROMOTER** alone. The **VILLA ALLOTEE** is entitled to only make alternate choices wherever permitted by the **PROMOTER** and not to dispute the choices made by the **PROMOTER**.

1. STRUCTURE:

The building shall have a framed structure of columns, beams and slabs constructed in M25 Reinforced Cement Concrete (R.C.C.) as per the designs and drawings of the Structural Engineer of the Project.

2. MASONRY (Walls):

The external masonry shall be constructed in laterite stone or cement concrete blocks or clay blocks and the internal masonry shall be constructed in 10 cm thick fly ash bricks and/or cement concrete blocks.

3. PLASTER:

The columns, beams, slabs and masonry shall be provided with cement plaster. Cement plaster substitutes may be used for internal walls.

4. DOOR FRAMES, SHUTTERS AND WINDOWS:

a) DOOR FRAMES:

All door frames shall be of size 4" x 2 1/2". Main door frame shall be in teakwood and internal door frames shall be in mattiwood or salwood. Door

frames shall be finished in french hand polish while toilet/bath door frame and external side of door frames leading to balconies shall be painted.

b) DOOR SHUTTERS:

Main door shall be 90cm wide; 30mm thick, of teakwood. Internal doors shall be 80 cm wide; 30mm thick, good quality marine flush doors. Toilet doors shall be 70cm wide factory made fibre-glass doors. Necessary iron mongery shall be provided.

c) WINDOWS:

Windows shall be powder-coated aluminum frame with sliding shutters and 4 mm thick opaque glass panels with rubber beading. Ventilators in toilet/bath shall also be in similar aluminum frame with fixed panel of opaque glass immediately above sill and aluminum movable louvers with glass panels above. MS grills shall be provided for all windows and ventilators.

5. **TILING:** All flooring, except toilet/bath shall be carried out in plain ivory 2ft x 2ft vitrified tiles in cement mortar bedding. The flooring of toilet/bath shall be carried out in non-skid ceramic tiles and wall cladding in glazed ceramic tiles. [sizes of toilet/bath floor and wall tiles shall be decided by the PROMOTER at the appropriate time).

6. SANITARY-WARE AND BATH FITTINGS (per toilet cum bathroom):

One Western style WC OR Indian pan and one wash basin of size 22" x 16", in white color only, shall be provided. Exhaust fan provision shall be provided in toilet window. One soap dish near wash basin and one soap dish near bath area will be provided. Plumbing fittings shall be pillar cock for wash basin, 2-way wall mixer for shower area and 1-way health faucet for toilet area, along with related fittings.

7. **KITCHEN PLATFORM & DADDO:** Kitchen platform of black polished granite shall be erected on kadappa vertical supports and provided with one single bowl SS kitchen sink and sink cock Back-splash daddo tiling upto 60 cms height shall be provided in light color glazed ceramic tiles.

8. **ELECTRICALS:** (No electricals fittings are provided) Electricity connection shall be provided by Electricity Department, Government of Goa (as per policy of Electricity Department). Independent 3-phase electrical meter and wiring in concealed conduits shall be provided. The list of electrical points for the flat is as follows:

a) **Living**

Light Point		5 nos.
Fan point		2 nos.
5-amps point	-	4 nos.
Telephone point	-	1 no
TV point	-	1 no
Doorbell point	-	1 no

b) **Kitchen**

Light point	-	2nos.
Fan point		-1 no
5-amps point (for water filter)		-1 no
5-amps point (general use)	-	2 nos.
5-amps point (Fridge)	-	1 no
15-amps point Exhaust fan point	-	1 no

c) **Bedroom (each)**

Light point	-	2 nos.
Fan point	-	1 no
5-amps point	-	2 nos.
AC point	-	1 no

d) **Toilet (each)**

Light point	-	2 nos.
15-amps point (for geyser)	-	1 no
Exhaust fan point		-1 no

e) **Balcony (each)**

Light point	-	1 no
-------------	---	------

9. Inverter ready wiring (inverter not supplied)

10. PAINTING:

All external surfaces of the building shall be finished with cement based premium exterior paint, of approved brand, in color scheme decided by the PROMOTER. Internal walls of the flat in all rooms shall be finished with one coat of cement primer and Iambi. Final painting of all wall surfaces in two coats of pastel color acrylic distemper, of reputed brand, in color scheme (pastel colors only) chosen by the Villa Purchaser. The ceilings of all rooms shall be finished in white color.

11. WATER SUPPLY, PLUMBING & DRAINAGE:

Water supply shall be provided by Public Works Department. Government of Goa (as per availability and policy of the PWD), through a common meter for all flats. Sump and overhead tank of adequate size and water pump shall be provided. Distribution of water shall be only from overhead water tank through plumbing lines connected to each VILLA (no direct line to any villa). All plumbing water lines shall be provided in CPVC piping. Rain water and sewerage drainage shall be provided in PVC piping. Sewerage lines shall run underground through PVC with chambers and traps, connected to Septic Tank and Soak Pit.

IN WITNESS WHEREOF the parties hereto have herewith set and subscribed their respective hands on the day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED }

By the within name PROMOTER }

SHAIKH RIZWAN } _____

SIGNED, SEALED AND DELIVERED }

By the within-named FLAT ALLOTTEE }

MR./MRS } _____

IN THE PRESENCE OF WITNESSES:

1) SIGNATURE : _____

NAME : _____

2) SIGNATURE : _____

NAME : _____