

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and executed at Margao Goa, on this 03rd day of March, 2021 (03/03/2021)

BETWEEN

M/s. SIR BIOTECH INDIA LIMITED, a Limited Company duly registered under the Indian Companies Act, 1956, with CIN U51109DL1995PLC068537 and with registered office at 6926, Jaipuria Mills, Clock Tower, Subzi Mandi, Delhi and local office at Nuvem, Salcete-Goa, holding PAN Card bearing No. ~~AAACR4182R~~, represented herein by its Director and Authorized Signatory Mr. _____, son of Mr. _____, aged ____ years, Occupation Service, marital status _____, resident of _____, Goa, Indian National, (Vide Resolution dated _____ passed in its Board Meeting held on _____ certified copy produced herewith) hereinafter referred to as the “PROSPECTIVE VENDORS/PROMOTERS ” (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor in interest, executors, administrators and assigns) of the FIRST PART.

AND

MR.

_____ hereinafter referred to as the “PROSPECTIVE PURCHASERS /ALLOTEES \” (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor in interest, executors, administrators and assigns) of the FIRST PART.

AND WHEREAS there exists a property known as Plot B of the property surveyed under no 57/1 of Gancim village of Ilhas and forming a part of two contiguous properties, both adjoining one another, namely (i) Property known as “SEXTO PEDUCO DO PREDIOO SEM DENOMINACAO QUE FOI DO MATIES GUILHERME GOMES”, described in the Land registration office of Ilhas Panaji under no. 4910 at folios 111 of Book B-13 of New Series, enrolled in the Land Revenue office at Panaji under Matriz no.309 and surveyed under cadastral survey no.309 and (ii) Property known as “CAJUAL QUE SEXTO LOTE DE OITEIRO DE GANCIM”, denominated as “SURYING VALLY”, described in the Land registration office of Ilhas Panaji under no. 1709 at folios 139 of Book B-20 of old Series, and in the Taluka Revenue office under Matriz no.56 and surveyed in the old survey office at Panaji under old survey no.24 and both situated at Gancim Village, within the area of Panchayat of Gancim, Taluka and Sub District of North Goa, state of Goa, and jointly surveyed under no. 57/1 and 32/1 of Gancim village and is more particularly described in Schedule “A” hereunder.

The said plot B is hereinafter referred to as the “Said Property”;

AND WHEREAS Mrs. Milagrina Cunha alias Milagrina Fernandes acquired one fourth undivided right, share and interest in the Said entire property from Dr. Jose Maximo Manuel Pedro Andre Guadalupe de Menezes and his wife by virtue of Deed of Sale dated 27/08/1977 registered in the office of the Sub Registrar of Ilhas Panaji under no. 635 at pages 294 to 298 of Book. I Vol.no.117 dated 30.08.1977;

AND WHEREAS in the civil suit filed for partition by said Milagrina Fernandes and her husband in the court of the Civil Judge Senior Division at Panaji, being Reg. Civil. Suit no. 119/99/B against the other Co-owners, the said entire property was partitioned among the said co-owners by consent decree passed on 11.10. 1999, whereby the Plot B of the

portion surveyed under no. 57/1 of Gancim village, admeasuring 19,225 square meters i.e. the “said property” was allotted to Mrs. Milagrina Cunha alias Milagrina Fernandes and her husband .

AND WHEREAS the said Mrs. Milagrina Cunha alias Milagrina Fernandes expired on 23rd October 2006 and her husband Joao Fernandes expired on 6th November 2006 and by virtue of a deed of Succession drawn on 16.01.2008at page 4 onwards of deeds Book no.695 of Notary Public Ex-officio of Ilhas Panaji leaving behind their following children along with their spouses namely (a) Mr. Mario Fernandes and his wife (b) Mrs. Milagrina Fernades, (c) Mr. Edigo Fernandes and his wife (d) Mrs. Maria Flavina Brigida Pereira, (e) Mrs. Rosy Fernandes e Dias and her husband (f)Mr. Diogo Antonio Joao Dias, (g) Mrs. Sarita Fernandes and her husband (h) Mr. Romeo Fernandes , (i)Mrs Lucy Lourenco Fernandes and her husband (j)Mr. Francisco Inacio Pillay , has been qualified as their only heirs and successors ;

AND WHEREASS by deed of Gratuitous Relinquishment of illiquid rights drawn on 9th April 2008by Ex-officio Notary of Ilhas at Page 56V onwards of Book 695 said daughters Mrs. Rosy Fernandes e Dias, Mrs. Sarita Fernandes and Mrs. Lucy Lourenco Fernandes along with their husband relinquished their rights in inheritances of the estate/properties left by their deceased parents/parents in Law, Mrs. Milagrina Fernandes and her husband Joao Fernandes;

AND WHEREAS accordingly Mr. Mario Fernandes and his wife and Mr. Egidio Fernandes and his wife became joint owners in possession of the SAID PROPERTY, Mr. Mario Fernandes and his wife being entitled for half share and the said Mr. Egidio Fernandes and his wife entitled for remaining half share.

AND WHEREAS Mr. Mario Fernandes and his wife and Mr. Egidio Fernandes and his wife by virtue of deed of Partition dated 14th April 2010 registered in the office of the Sub registrar of Ilhas, panaji under no. 1235 at paged 278 to 296 of Book no.I vol.2222 dated 30.04.2010, whereby plot B-2 , admeasuring 9612 sq.mtrs, described in Schedule “B”. hereunder and hereinafter referred to as the SAID PLOT was allotted to Mr. Mario Fernandes and his wife as towards their share.

AND WHEREAS the said Mr. Mario Fernandes and his wife Mrs Milagrina Fernandes vide deed of sale dated 22nd June 2010, registered in the office of the Sub Registrar of Ilhas, Panaji under no. 1876 at paged 569 to 588 of Book no.I vol.2241 dated 25.06.2010, sold the Said Plot B-2 to the PROSPECTIVE VENDORS/ PROMOTERS herein.

AND WHEREAS the PROSPECTIVE VENDORS/ PROMOTERS have thereafter obtained a conversion sanad with respect to the “said plot”, from the office of the Collector of North Goa, State of Goa, vide ref. NO. RB/CNV/TIS/COLL/ 04/2012, dated 08/04/2013 as per which an area of 9404 sq.mtrs of the “said Plot”, was converted for residential use;

AND WHEREAS the PROSPECTIVE VENDORS/ PROMOTERS have thereafter obtained provisional permission for sub division of Land from the Village Panchayat of Batim, Tiswadi – Goa ref.no. VP/B/2020-2021/578/const License /08 dated 18/02/2021 with respect to the “said Plot”, with an intention to sell the sub divided plots to various individual buyers.

AND WHEREAS the said sub division plan has also been approved by the Town and country planning department under Tis/9412/GAN/TCP/2021/225 dated 08/02/2021.

AND WHEREAS on demand from the Allottee, the PROSPECTIVE VENDORS/ Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs and of such other documents and plans approved by Government authorities, as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the PROSPECTIVE VENDORS/ Promoter, authenticated copies of Forms I and XIV or any other relevant revenue record showing the nature of the title of the Promoter to the project land have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the Allottee has applied to the PROSPECTIVE VENDOR/ Promoter for allotment of one such sub divided Plot bearing plot no _____ totally admeasuring _____ square mts. And is depicted in red in Plan annexed hereto and is more fully described in SCHEDULE C hereunder for a total price consideration of Rs _____ and shall hereinafter be referred to as the "PLOT".

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

AND WHEREAS part payment towards the sale consideration of the PLOT agreed to be sold by the PROSPECTIVE VENDOR/Promoter to the Allottee, has paid an amount of Rs _____ as advance payment or Application Fee/ booking amount (the payment and receipt whereof the PROSPECTIVE VENDOR/Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing/mentioned.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____ ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said PLOT with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROSPECTIVE VENDOR/ Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the PLOT no. _____ morefully described in Schedule C

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

1.The PROSPECTIVE VENDOR/Promoter has developed the said plot more fully described in Schedule B by sub dividing the said plot into various Sub plots in accordance with the plans and approvals and specifications as approved by the government authorities without any alterations or deviations

in the approved plans, of which the Allottee has carried out physical on site inspection and is satisfied with the same.

1.a The Allottee hereby agrees to purchase from the PROSPECTIVE VENDOR/Promoter and the PROSPECTIVE VENDOR/ PROMOTER hereby agrees to sell to the Allottee the PLOT, which is more fully described in Schedule C hereunder and totally admeasuring _____sq. metres forming a part of the Said plot B as described in Schedule B hereunder for a total price consideration of Rs_____

1.b The Allottee shall be entitle to use and enjoy of the common space and other common areas in the said Project Complex wherein the PLOT herein sold is located subject to the rules and regulations or restrictions as may be laid down pertaining to the timings for such usage of common space or any other directions as may be or shall be laid down or prescribed by the Society or any other body governing the maintenance of common areas or the Government

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____/- (R u p e e _ _ _ _ _ o n l y) (n o t e x c e e d i n g 10% of the total consideration) as advance payment or application fee/booking amount and hereby agrees to pay to that Promoter the balance amount of Rs_____ in accordance with SCHEDULE D herein after mentioned...

1(d) The total price above excludes Taxes (consisting of Tax paid or payable by the PROSPECTIVE PURCHASER /PROMOTER by way of value added Tax, Service Tax, and cess or any other similar taxes which may be levied, in connection with the development of and carrying out the project payable by the promoter) upto the date of handing over the possession/ Execution of

deed of Sale with respect to the PLOT agreed to be sold hereunder.

- 1(d) The total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROSPECTIVE VENDOR/ Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the PROSPECTIVE VENDOR/ Promoter

- 1(g) THE PROSPECTIVE VENDOR / PROMOTER shall re calculate upon receipt of the final NOC from the concerned Panchayat and the Town and country planning department, if there is any reduction in the area within the defined limit then PROSPECTIVE VENDOR Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The PROSPECTIVE VENDOR/Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession/ execution of sale deed with respect to the PLOT agreed to be sold hereunder to the Allottee, obtain from the concerned local authority completion certificates / Final NOCS in respect of the said PLOT agreed to be sold to the Allottee .
- 2.2 Time is essence for the PROSPECTIVE VENDOR/ Promoter as well as the Allottee, the PROSPECTIVE VENDOR/ Promoter shall abide by the time schedule for completing the project and handing over the PLOT to the Allottee, which shall be by way of execution of a deed of Sale in the individual names of the Allotees wanting to buy such sub divided plots from the PROSPECTIVE VENDORS/PROMOTER and the maintenance common areas shall be done by the association of the Allotees on the same being formed and

registered with the competent registering authority as prescribed under the Law . Similarly, the Allottee 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 clause 1 (c) herein above. ("Payment Plan").

3. If the PROSPECTIVE VENDOR/PROMOTER fails to abide the time schedule for completing the development of the project and handing over the PLOT to the Allottee, the PROSPECTIVE VENDOR/Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the PROSPECTIVE VENDOR/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the PROSPECTIVE VENDOR/ Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the PROSPECTIVE VENDOR/Promoter.
- 3.1 Without prejudice to the right of PROSPECTIVE VENDOR/ Promoter to charge interest in terms of sub clause 3 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the PROSPECTIVE VENDOR/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the PROSPECTIVE VENDOR/ Promoter shall at his own option, may terminate this Agreement: Provided that, PROSPECTIVE VENDOR/Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the PROSPECTIVE VENDOR/ Promoter within

the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the PROSPECTIVE VENDOR/ Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the PROSPECTIVE VENDOR/ Promoter.

4. The PROSPECTIVE VENDOR/ Promoter shall give possession of the PLOT to the Allottee on or before day ____ of 2021. If the PROSPECTIVE VENDOR/ Promoter fails or neglects to give possession of the PLOT to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the PROSPECTIVE VENDOR/ Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the PLOT with interest at the same rate as may mentioned in the clause 3 herein above from the date the PROSPECTIVE VENDOR/ Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the PROSPECTIVE VENDOR/Promoter shall be entitled to reasonable extension of time for giving delivery of PLOT on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

- (i) war, civil commotion or act of God ;
- (ii) Pandemic
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

5. Procedure for taking possession - The PROSPECTIVE VENDOR/Promoter, upon obtaining the FINAL NOC from the competent authority and on the full and final payment

made by the Allottee as per the agreement shall offer in writing the possession of the PLOT agreed to be sold hereunder, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the PROSPECTIVE VENDOR/ Promoter shall give possession of the said PLOT to the Allottee by executing a deed of sale in the name of the Allottee . The PROSPECTIVE VENDOR/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the PROSPECTIVE VENDOR/ Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the PROSPECTIVE VENDOR/Promoter or association of Allottees, as the case may be. The PROSPECTIVE VENDOR/ Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Final NOC of the Project.

6. The Allottee shall take possession of the PLOT within 15 days of the written notice from the PROSPECTIVE VENDOR/Promoter to the Allottee intimating about the same and calling upon him for execution of the final deed of sale, provided that the Allottee has complied with the payment clause herein above referred.
7. That failure of Allottee to take Possession of the PLOT upon receiving a written intimation from the PROSPECTIVE VENDOR/ Promoter as per clause 5 the Allottee shall take possession of the PLOT from the PROSPECTIVE VENDOR/ Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROSPECTIVE VENDOR/ Promoter shall give possession of the Plot to the allottee by executing a final deed of sale . In case the Allottee fails to take possession within the time provided in clause 5 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.1 The Allottee shall use the said PLOT or any part thereof or permit the same to be used only for purpose of Construction for his residential house or bungalow/villa .
8. The Allottee along with other allottee(s) of plots in the project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROSPECTIVE VENDOR/ 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 byelaws of the proposed Society and duly fill in, sign and return to the PROSPECTIVE VENDOR/ Promoter within seven days of the same being forwarded by the PROSPECTIVE VENDOR/ 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.
9. The PROSPECTIVE VENDOR/ Promoter shall, within three months of registration of the Society / Association or Limited Company, shall be responsible for, maintaining the common areas of the Project in which the said sub divided plots are located without any reference to the PROSPECTIVE VENDOR/PROMOTER.

10. The Allottee shall on or before delivery of possession of the said premises/ or execution of deed of sale shall keep deposited with the Promoter, the following amounts :
Rs. _____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(i) Rs. _____ for formation and registration of the Society _____ or _____ Limited Company/Federation/ Apex body.

(ii) Rs _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(I I I) R s _ _ _ _ _ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(iv) Rs _____ For Deposit towards Water, Electric, and other utility and services connection charges

(v) RS _____ for deposits of electrical receiving and Sub Station provided in Layout.

10. The Allottee shall pay to the Promoter a sum of Rs.
for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the PROSPECTIVE VENDORS/Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. That the stamp duty and registration fees or any other such fees as may be prescribed for transferring or conveying the said subdivided plot agreed to be sold herein under shall be borne by the Allottee.

13. REPRESENTATIONS AND WARRANTIES OF THE PROSPECTIVE VENDOR/PROMOTER

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

- i. The PROSPECTIVE VENDOR /Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The PROSPECTIVE VENDOR/ Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROSPECTIVE VENDOR/ Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the

Project, project land and common areas;

- vi. The PROSPECTIVE VENDOR/ 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 created herein, may prejudicially be affected;
 - vii. The PROSPECTIVE VENDOR/ 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 Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The PROSPECTIVE VENDOR/ Promoter confirms that the PROSPECTIVE VENDOR/Promoter is not restricted in any manner whatsoever from selling the PLOT to the Allottee in the manner contemplated in this Agreement;
 - ix. The PROSPECTIVE VENDOR/Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e d 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;
 - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the PROSPECTIVE VENDOR/ Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :
- i. To maintain the PLOT at the Allottee's own cost in good

and condition from the date that of possession of the PLOT is taken and shall not do or suffer to be done anything in or to area in which the project is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in project in which the PLOT is situated and in the PLOT itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the PLOT any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the area of the project or storing of which goods is objected to by the concerned local or other authority. Default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. 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 in which the PLOT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

iv. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in the PLOT or any portion of the project land .

viii. To bear and pay increase in local taxes, 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The 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 PLOT until all the dues payable by the Allottee to the PROSPECTIVE VENDOR/ Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be

made from time to time for protection and maintenance of the Project and for the observance Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the common areas/ open space and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The Allottees at all times shall allow and permit the prospective vendors/ Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said project area or any part thereof to view and examine the state and condition thereof.

15. The PROSPECTIVE VENDOR / Promoter shall maintain a separate account in respect of sums received by the PROSPECTIVE VENDOR/Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said PLOT or any part thereof. The Allottee shall have no claim save and except in respect of the PLOT hereby agreed to be sold to him and all open spaces, will remain the property of the PROSPECTIVE VENDOR / Promoter until all deeds with respect to all sub divided plots in the project are executed
17. The PROSPECTIVE VENDOR /PROMOTER shall not mortgage or create a charge on the PLOT agreed to be sold hereunder after execution of this present agreement.
18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the PROSPECTIVE VENDOR/ Promoter does not create a binding obligation on the part of the PROSPECTIVE VENDOR/

Promoter or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the PROSPECTIVE VENDOR/Promoter. If the Allottee(s) fails to execute and deliver to the PROSPECTIVE VENDOR/ Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the PROSPECTIVE VENDOR /Promoter, then the PTROSPECTIVE VENDOR/Promoter shall serve a notice to the 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.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the parties to this Agreement.

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 PLOT in case of a transfer, as the said obligations go along with the PLOT for all intents and purposes.

That in the event the ALLOTTEE nominates any other person on his behalf for the purpose of transfer of the PLOT, in whose name the deed of sale will have to be executed in place of the Allottee in such case the PROSPECTIVE VENDOR/ Promoter shall be at liberty to levy a charge of 2% of the consideration as transfer fee.

21. 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.

23. 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.

24. PLACE OF EXECUTION

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

25. The Allottee and/or PROSPECTIVE VENDOR/Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROSPECTIVE VENDOR/Promoter and ALLOTTEE will attend such office and admit execution thereof.

26. That all notices to be served on the Allottee and the PROSPECTIVE VENDOR/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 A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

A. PROSPECTIVE VENDOR/PROMOTER

SIR BIOTECH INDIA LIMITED
PLOT NO 50
PLASE IV,
NERA ASIAN PAINT GODOWN
VERNA INDISTRIAL ESTATE
VERNA GOA

B. ALLOTEE

SSCHEDULE A

(Description of the SAID PROPERTY)

All that plot B of the property surveyed under no. 57/1 of Gancim Village of Ilhas forming part of two contiguous properties , both adjoining one another, namely (i) Property known as “SEXTO PEDUCO DO PREDIOO SEM DENOMINACAO QUE FOI DO MATIES GUILHERME GOMES”, described in the Land registration office of Ilhas Panaji under no. 4910 at folios 111 of Book B-13 of New Series , enrolled in the Land Revenue office at Panaji under Matriz no.309 and surveyed under cadastral survey no.309 and (ii) Property known as “CAJUAL QUE SEXTO LOTE DE OITEIRO DE GANCIM”, denominated as “SURYING VALLY”, described in the Land registration office of Ilhas Panaji under no. 1709 at folios 139 of Book B-20 of old Series, and in the Taluka Revenue office under Matriz no.56 and surveyed in the old survey office at Panaji under under old survey no.24 and both situated at Gancim Village, within the area of Panchayat of Gancim, Taluka and Sub District of North Goa , state of Goa, and jointly surveyed under no. 57/1 and 32/1 of Gancim village.

The said plot B , forming a separate and independent property has an area of 19,225 Sq.mts and bounded

on the EAST : by plot C of Entire property

On the West: by plot A allotted to candido Fernandes and his wife;

On the the North: by road and

On the South: also by road

Schedule -B

(Description of the SAID PLOT)

ALL that Plot B-2 described in the Schedule A above, forming an independent and separate property, , having an area of 6612 sq.mtrs and surveyed under no. 57/1 of Gancim Village and bounded

on the East: by plot C

On the West: by plot B-1 of the said property

On the North: by the road

On the South: on the south by road

SCHEDULE -C

(Description of The sub Divided Plot sold)

ALL that sub divided Plot, being Plot no. _____ totally admeasuring _____ square mtrs, forming a part of the property more fully described in Schedule B herein above delineated in RED in plan attached hereto , surveyed under no. 57/1 of Gancim Village and is bounded as under

on the East:

On the West:

On the North:

On the South:

SCHEDULE D

(mode of payments)

ANNEXURES as stated in agreement above